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

AGENDA
CITY COUNCIL MEETING
Tuesday, May 24, 2022
7:00 p.m.
City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Seaver Tarulis
Dan Transier	Craig Soling	Matt Marek	Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Ceremonial Swearing-in Officer Kevin Warren
2. FBI LEEDA Training - Advanced Leadership Program Completion (Deputy Chief Mikolasek, Deputy Chief Pfizenmaier, Commander Carlyle, and Sergeant Stroup)

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval
   - $ 670,810.48 (vendors – FY22)
   - $ 438,100.51 (vendors – FY23)
   - $ 132,915.39 (wire payments)
   - $ 341,159.60 (payroll period ending 05/13/2022)
   - $ 1,582,985.98 (total)
2. PW 2022-32 Water Department Reports for March and April 2022
3. PW 2022-37 Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement – *authorize the Mayor and City Clerk to execute*
4. PW 2022-38 Resolution Approving an Engineering Service for Bristol Ridge Road Improvements – *authorize the Mayor and City Clerk to execute*
5. PW 2022-39 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the Bristol Ridge Road Resurfacing Project – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

6. PW 2022-43 Resolution Approving an Amendment to the Mailbox Standards and Replacement Policy – *authorize the Mayor and City Clerk to execute*
7. PW 2022-44 Ordinance Amending the Traffic Schedule and Index (Park Street and Freemont Street) – *authorize the Mayor and City Clerk to execute*
8. PW 2022-45 Supplemental MFT Resolution for Bulk Rock Salt – *authorize the City Clerk to execute*
9. PW 2022-46 Leak Detection Survey Proposal – *accept the proposal from M.E. Simpson in the amount of $23,500 to conduct a water leak survey on 100 miles of City owned water main and authorize the Public Works Director to execute*
10. PS 2022-16 Resolution Approving an Intergovernmental Agreement between the United City of Yorkville, Kendall County, Illinois and the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board – *authorize the Mayor and City Clerk to execute*
11. ADM 2022-23 Treasurer's Reports for March and April 2022
12. ADM 2022-26 Fiscal Year 2023 Computer Purchase – *authorize the FY23 computer purchases through Dell in an amount not to exceed $74,898.94 and Paragon in an amount not to exceed $5,250.65*
13. ADM 2022-27 Resolution Approving an Amendment to the United City of Yorkville Employee Manual (Health Insurance) – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2022-19 Proclamation for National Safe Boating Week
2. CC 2022-20 Redistricting of City Ward Boundaries
3. CC 2022-21 Supplemental Resolution of Support and Commitment of Local Funds for a Community Development Block Grant Program Grant (BrightFarms Sewer Extension)
4. CC 2022-22 Sale of Old Post Office – 201 W. Hydraulic Street (ARC Building)
5. CC 2022-23 Resolution Authorizing an Interlocal Contract for Cooperative Purchasing with H-GAC of Houston, Texas

Public Works Committee Report:

1. PW 2022-13 Ordinance Establishing Special Service Area Number 2022-1 in the United City of Yorkville, Kendall County, Illinois (Timber Ridge Estates)
2. PW 2022-35 Timber Ridge Street Name Changes
3. PW 2022-40 Prairie Pointe Site Improvements – Bid Award
4. PW 2022-41 Resolution Approving a Professional Design Service Agreement with Kluber, Inc. (Public Works Facility)
5. PW 2022-42 Resolution Authorizing the Purchase of a Cab Tractor and a Utility Vehicle and Trade-in of a 2012 Tractor

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

6. CC 2021-04 City Buildings Updates
    a. Resolution Approving the Installation of Natural Gas HVAC Units at 651 Prairie Pointe Drive, Yorkville, Illinois
7. CC 2021-38 Water Study Update
8. CC 2022-24 Collective Bargaining Agreement between Yorkville Patrol Officers and the City
9. CC 2022-25 Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150, Public Employees and the City

Additional Business:

Citizen Comments:

Executive Session:

1. For collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 15, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Soling	Finance	Library
Vice-Chairman:	Alderman Funkhouser	Administration	
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: June 7, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC SAFETY: July 7, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Marek		

PUBLIC WORKS: June 21, 2022 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 24, 2022
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

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1. Ceremonial Swearing-in Officer Kevin Warren

2. FBI LEEDA Training – Advanced Leadership Program Completion (Deputy Chief Mikolasek, Deputy Chief Pfizenmaier, Commander Carlyle, Sergeant Stroup)

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Bill Payments for Approval
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

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2. PW 2022-32 Water Department Reports for March and April 2022
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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3. PW 2022-37 Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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4. PW 2022-38 Resolution Approving an Engineering Service for Bristol Ridge Road Improvements
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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5. PW 2022-39 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the Bristol Ridge Road Resurfacing Project
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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6. PW 2022-43 Resolution Approving an Amendment to the Mailbox Standards and Replacement Policy
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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7. PW 2022-44 Ordinance Amending the Traffic Schedule and Index (Park Street and Freemont Street)
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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8. PW 2022-45 Supplemental MFT Resolution for Bulk Rock Salt
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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9. PW 2022-46 Leak Detection Survey Proposal
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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10. PS 2022-16 Resolution Approving an Intergovernmental Agreement between the United City of Yorkville, Kendall County, Illinois and the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board

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

☐ Removed _____

☐ Notes _____

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11. ADM 2022-23 Treasurer's Reports for March and April 2022

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

☐ Removed _____

☐ Notes _____

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12. ADM 2022-26 Fiscal Year 2023 Computer Purchase

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

☐ Removed _____

☐ Notes _____

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13. ADM 2022-27 Resolution Approving an Amendment to the United City of Yorkville Employee Manual (Health Insurance)

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

☐ Removed _____

☐ Notes _____

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MAYOR'S REPORT:

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1. CC 2022-19 Proclamation for National Safe Boating Week

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

☐ Removed _____

☐ Notes _____

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2. CC 2022-20 Redistricting of City Ward Boundaries

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

☐ Removed _____

☐ Notes _____

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3. CC 2022-21 Supplemental Resolution of Support and Commitment of Local Funds for a Community Development Block Grant Program Grant (BrightFarms Sewer Extension)

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

☐ Removed _____

☐ Notes _____

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4. CC 2022-22 Sale of Old Post Office – 201 W. Hydraulic Street (ARC Building)

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

☐ Removed _____

☐ Notes _____

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5. CC 2022-23 Resolution Authorizing an Interlocal Contract for Cooperative Purchasing with H-GAC of Houston, Texas

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

☐ Removed _____

☐ Notes _____

_____

_____

Public Works Committee:

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1. PW 2022-13 Ordinance Establishing Special Service Area Number 2022-1 in the United City of Yorkville, Kendall County, Illinois (Timber Ridge Estates)

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. PW 2022-35 Timber Ridge Street Name Changes

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. PW 2022-40 Prairie Pointe Site Improvements – Bid Award

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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4. PW 2022-41 Resolution Approving a Professional Design Service Agreement with Kluber, Inc. (Public Works Facility)

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

☐ Removed _____

☐ Notes _____

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_____

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5. PW 2022-42 Resolution Authorizing the Purchase of a Cab Tractor and a Utility Vehicle and Trade-in of a 2012 Tractor

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

☐ Removed _____

☐ Notes _____

_____

_____

MAYOR'S REPORT (CONT'D):

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6. CC 2021-04 City Buildings Updates
   a. Resolution Approving the Installation of Natural Gas HVAC Units at 651 Prairie Pointe Drive, Yorkville, Illinois

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

☐ Removed _____

☐ Notes _____

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_____

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7. CC 2021-38 Water Study Update

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

☐ Removed _____

☐ Notes _____

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8. CC 2022-24 Collective Bargaining Agreement between Yorkville Patrol Officers and the City

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

☐ Removed _____

☐ Notes _____

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9. CC 2022-25 Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150, Public Employees and the City

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

☐ Removed _____

☐ Notes _____

_____

_____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – May 24, 2022

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 (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

DATE: 05/19/22
TIME: 07:46:09
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536528	AACVB	AURORA AREA CONVENTION						
	04/22-ALL	05/11/22	01	APR 2022 ALL SEASON HOTEL TAX	01-640-54-00-5481		62.35	
					INVOICE TOTAL:		62.35	*
					CHECK TOTAL:		62.35	
536529	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	1282322-IN	04/26/22	01	PHOTOCELLS	23-230-56-00-5642		4,940.40	
					INVOICE TOTAL:		4,940.40	*
					CHECK TOTAL:		4,940.40	
536530	CALLONE	PEERLESS NETWORK, iNC						
	522500	05/15/22	01	05/15-06/14 ADMIN LINES	01-110-54-00-5440		1,252.65	
			02	05/15-06/14 PD LINES	01-210-54-00-5440		464.98	
			03	05/15-06/14 CITY HALL FIRE	01-210-54-00-5440		1,015.77	
			04	05/15-06/14 CITY HALL FIRE	01-110-54-00-5440		1,015.77	
			05	05/15-06/14 PW LINES	51-510-54-00-5440		3,158.14	
			06	05/15-06/14 SEWER DEPT LINES	52-520-54-00-5440		448.78	
			07	05/15-06/14 REC DEPT LINES	79-795-54-00-5440		431.49	
			08	05/15-06/14 TRAFFIC SIGNAL	01-410-54-00-5435		66.71	
			09	MAINTENANCE	** COMMENT **			
					INVOICE TOTAL:		7,854.29	*
					CHECK TOTAL:		7,854.29	
536531	CAMBRIA	CAMBRIA SALES COMPANY INC.						
	42963	04/26/22	01	PAPER TOWEL	52-520-56-00-5620		77.86	
					INVOICE TOTAL:		77.86	*
					CHECK TOTAL:		77.86	
536532	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536532	CENTRALL CENTRAL LIMESTONE COMPANY, INC							
	28704	04/11/22	01	GRAVEL	79-790-56-00-5640		871.11	
					INVOICE TOTAL:		871.11	*
	28903	04/25/22	01	LIMESTONE	01-410-56-00-5620		465.34	
			02	LIMESTONE	51-510-56-00-5620		465.34	
					INVOICE TOTAL:		930.68	*
					CHECK TOTAL:		1,801.79	
536533	COMED COMMONWEALTH EDISON							
	0091033126-0422	04/29/22	01	03/31-04/29 RT34 & AUTUMN CRK	23-230-54-00-5482		182.74	
					INVOICE TOTAL:		182.74	*
	0435057364-0422	04/26/22	01	03/28-04/26 RT126 & SCHLHS RD	23-230-54-00-5482		98.37	
					INVOICE TOTAL:		98.37	*
	1647065335-0422	05/02/22	01	03/31-04/29 SARAVANOS PUMP	52-520-54-00-5480		253.59	
					INVOICE TOTAL:		253.59	*
	2947052031-0422	04/28/22	01	03/30-04/28 RT47 & RIVER	23-230-54-00-5482		249.05	
					INVOICE TOTAL:		249.05	*
	3467094018-0222	05/04/22	01	02/09-03/10 KENNEDY & MILLS	23-230-54-00-5482		111.37	
					INVOICE TOTAL:		111.37	*
	4579122039-0222	05/04/22	01	02/21-03/22 FOX & PAVILLION	23-230-54-00-5482		50.24	
					INVOICE TOTAL:		50.24	*
	6819027011-0422	05/04/22	01	03/29-04/29 MISC PR BUILDINGS	79-795-54-00-5480		477.93	
					INVOICE TOTAL:		477.93	*
	7110074020-0422	04/28/22	01	03/29-04/28 104 E VAN EMMON	01-110-54-00-5480		258.46	
					INVOICE TOTAL:		258.46	*

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 22

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536533	COMED COMMONWEALTH EDISON							
	7982120022-0422	05/02/22	01	03/30-04/28 609 N BRIDGE	01-110-54-00-5480		27.19	
					INVOICE TOTAL:		27.19	*
					CHECK TOTAL:		1,708.94	
536534	CONFORTM MASON CONFORTI							
	04/26-04/30	05/11/22	01	REFEREE	79-795-54-00-5462		20.00	
					INVOICE TOTAL:		20.00	*
					CHECK TOTAL:		20.00	
536535	COREMAIN CORE & MAIN LP							
	Q759087	04/27/22	01	REPROGRAMED METER	51-510-56-00-5664		1,257.29	
					INVOICE TOTAL:		1,257.29	*
					CHECK TOTAL:		1,257.29	
536536	DARNELLK KENTON DARNELL							
	04/26-04/30	05/11/22	01	REFEREE	79-795-54-00-5462		105.00	
					INVOICE TOTAL:		105.00	*
					CHECK TOTAL:		105.00	
536537	DIRENRGY DIRECT ENERGY BUSINESS							
	1704705-221220048948	05/02/22	01	03/29-04/26 KENNEDY & MCHUGH	23-230-54-00-5482		73.88	
					INVOICE TOTAL:		73.88	*
	1704706-221250048979	05/05/22	01	04/01-05/01 RT34 & BEECHER	23-230-54-00-5482		74.19	
					INVOICE TOTAL:		74.19	*
	1704708-221240048965	05/04/22	01	03/30-04/27 1850 MARKETVIEW	23-230-54-00-5482		63.47	
					INVOICE TOTAL:		63.47	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 22

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536537	DIRENRGY DIRECT ENERGY BUSINESS							
	1704709-221240048965	05/04/22	01	03/30-04/27 7 COUNTRYSIDE	23-230-54-00-5482		107.16	
					INVOICE TOTAL:		107.16	*
	1704710-221220048948	05/02/22	01	03/29-04/26 VAN EMMON LOT	23-230-54-00-5482		16.95	
					INVOICE TOTAL:		16.95	*
	1704712-221160048894	04/26/22	01	03/323-04/21 421 POPLAR	23-230-54-00-5482		4,158.16	
					INVOICE TOTAL:		4,158.16	*
	1704713-221150048888	04/25/22	01	03/22-04/20 FOX & PAVILLION	23-230-54-00-5482		13.06	
					INVOICE TOTAL:		13.06	*
	1704714-221240048965	05/04/22	01	03/30-04/27 MCHUGH RD	23-230-54-00-5482		64.25	
					INVOICE TOTAL:		64.25	*
	1704715-221150048888	04/25/22	01	03/23-04/21 998 WHITE PLAINS	23-230-54-00-5482		7.96	
					INVOICE TOTAL:		7.96	*
	1704716-221240048965	05/04/22	01	03/30-04/28 1 COUNTRYSIDE PKWY	23-230-54-00-5482		138.81	
					INVOICE TOTAL:		138.81	*
	1704719-221180048918	04/28/22	01	03/25-04/25 LEASURE & SUNSET	23-230-54-00-5482		281.31	
					INVOICE TOTAL:		281.31	*
	1704721-221240048965	05/04/22	01	03/30-04/27 610 TOWER WELLS	51-510-54-00-5480		2,350.49	
					INVOICE TOTAL:		2,350.49	*
	1704722-221250048979	05/05/22	01	03/31-05/01 2921 BRISTOL RDGE	51-510-54-00-5480		6,302.05	
					INVOICE TOTAL:		6,302.05	*
	1704723-221250048979	05/05/22	01	04/01-05/01 2224 TREMONT	51-510-54-00-5480		7,972.91	
					INVOICE TOTAL:		7,972.91	*
					CHECK TOTAL:		21,624.65	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536538	DUTEK	THOMAS & JULIE FLETCHER						
	1016220	02/08/22	01	HOSE ASSEMBLY	01-410-56-00-5628		160.50	
					INVOICE TOTAL:		160.50	*
	1016291	02/16/22	01	HOSE REPAIR	01-410-56-00-5628		24.00	
					INVOICE TOTAL:		24.00	*
	1016916	04/27/22	01	FITTING	01-410-56-00-5628		28.00	
					INVOICE TOTAL:		28.00	*
	1016936	04/29/22	01	NIPPLE	01-410-56-00-5628		21.00	
					INVOICE TOTAL:		21.00	*
					CHECK TOTAL:		233.50	
536539	DYNEGY	DYNEGY ENERGY SERVICES						
	386643522041	05/02/22	01	03/01-03/29 420 FAIRHAVEN	52-520-54-00-5480		114.98	
			02	03/02-03/30 6780 RT47	51-510-54-00-5480		96.57	
			03	03/29-04/26 456 KENNEDY RD	51-510-54-00-5480		98.57	
			04	03/15-04/12 4600 N BRIDGE	51-510-54-00-5480		72.75	
			05	03/28-04/25 1106 PRAIRIE CR	52-520-54-00-5480		126.27	
			06	03/29-04/26 301 E HYDRAULIC	79-795-54-00-5480		40.41	
			07	03/03-03/31 FOXHILL 7 LIFT	52-520-54-00-5480		77.87	
			08	03/28-04/25 872 PRAIRIE CR	79-795-54-00-5480		42.07	
			09	03/15-04/12 9257 GALENA PARK	79-795-54-00-5480		44.75	
			10	03/01-03/29 101 BRUELL ST	52-520-54-00-5480		433.67	
			11	03/28-04/25 1908 RAINTREE RD	51-510-54-00-5480		292.61	
			12	03/29-04/26 PRESTWICK LIFT	52-520-54-00-5480		130.75	
			13	03/29-04/26 1991 CANNONBALL TR	51-510-54-00-5480		304.36	
			14	03/01-03/29 610 TOWER	51-510-54-00-5480		192.32	
			15	03/29-04/26 276 WINDHAM IFT	52-520-54-00-5480		138.59	
			16	03/29-04/26 133 E HYDRAULIC	79-795-54-00-5480		48.74	
			17	03/01-03/29 1975 BRIDGE LIFT	52-520-54-00-5480		448.97	
					INVOICE TOTAL:		2,704.25	*
					CHECK TOTAL:		2,704.25	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536540	EEI	ENGINEERING ENTERPRISES, INC.							
	73821-C		03/31/22	01	CREDIT FOR INV. OVERPAYMENT	24-216-60-00-6030		-0.30	
						INVOICE TOTAL:		-0.30	*
	74032		04/29/22	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		1,762.75	
						INVOICE TOTAL:		1,762.75	*
	74034		04/29/22	01	KENDALL MARKETPLACE	01-640-54-00-5465		195.50	
				02	RESIDENTIAL	** COMMENT **			
						INVOICE TOTAL:		195.50	*
	74035		04/29/22	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		191.50	
						INVOICE TOTAL:		191.50	*
	74037		04/29/22	01	RAINTREE VILLAGE PUBLIC	01-640-54-00-5465		7,778.25	
				02	IMPROVEMENT COMPLETION	** COMMENT **			
						INVOICE TOTAL:		7,778.25	*
						CHECK TOTAL:		9,927.70	
536541	EEI	ENGINEERING ENTERPRISES, INC.							
	74038		04/29/22	01	BEAVER STREET PUMP STATION	51-510-60-00-6060		356.00	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		356.00	*
						CHECK TOTAL:		356.00	
536542	EEI	ENGINEERING ENTERPRISES, INC.							
	74039		04/29/22	01	2021 SIDEWALK REPLACEMENT	23-230-60-00-6041		486.00	
						INVOICE TOTAL:		486.00	*
	74040		04/29/22	01	GRANDE RESERVE UNITS 15 & 22	01-640-54-00-5465		522.00	
						INVOICE TOTAL:		522.00	*
						CHECK TOTAL:		1,008.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536543	EEI	ENGINEERING ENTERPRISES, INC.							
	74042		04/29/22	01	BRISTOL RIDGE RD RESURFACING	23-230-60-00-6032		6,496.60	
						INVOICE TOTAL:		6,496.60	*
						CHECK TOTAL:		6,496.60	
536544	EEI	ENGINEERING ENTERPRISES, INC.							
	74043		04/29/22	01	KENNEDY AND MILL RD	23-230-60-00-6088		513.83	
				02	INTERSECTION IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		513.83	*
	74044		04/29/22	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:		1,900.00	*
	74045		04/29/22	01	YBSD SOLIDS HANDLING	01-640-54-00-5465		2,525.00	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		2,525.00	*
	74046		04/29/22	01	GRANDE RESERVE UNIT 9	01-640-54-00-5465		104.50	
						INVOICE TOTAL:		104.50	*
	74047		04/29/22	01	MILL RD RECONSTRUCTION-PHASE 3	23-230-60-00-6012		830.00	
						INVOICE TOTAL:		830.00	*
	74049		04/29/22	01	WELL #4 REHABILITATION	51-510-60-00-6060		1,850.00	
						INVOICE TOTAL:		1,850.00	*
	74050		04/29/22	01	E. MAIN STREET IMPROVEMENTS	51-510-60-00-6025		25,924.05	
						INVOICE TOTAL:		25,924.05	*
	74051		04/29/22	01	ROB ROY AND RAYMOND DRAINAGE	01-640-54-00-5465		103.00	
				02	DISTRICT REVIEW	** COMMENT **			
						INVOICE TOTAL:		103.00	*
	74052		04/29/22	01	GRANDE RESERVE UNIT 23-ENG	01-640-54-00-5465		100.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536544	EEI ENGINEERING ENTERPRISES, INC.						
	74052	04/29/22	02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74053	04/29/22	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	74054	04/29/22	01	HEARTLAND CIRCLE UNIT 1-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74055	04/29/22	01	KENDALL MARKETPLACE-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74056	04/29/22	01	BLACKBERRY WOODS PHASE A-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74057	04/29/22	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		100.00
					INVOICE TOTAL:		100.00 *
	74058	04/29/22	01	HEARTLAND CIRCLE UNIT 3-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74059	04/29/22	01	RAINTREE VILLAGE UNIT 4-ENG	01-640-54-00-5465		500.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		500.00 *
	74060	04/29/22	01	GRANDE RESERVE UNIT 4-ENG	01-640-54-00-5465		300.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		300.00 *
	74061	04/29/22	01	GRANDE RESERVE UNIT 26-ENG	01-640-54-00-5465		200.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536544	EEI	ENGINEERING ENTERPRISES, INC.					
	74061	04/29/22	02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	74063	04/29/22	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		73.50
					INVOICE TOTAL:		73.50 *
	74064	04/29/22	01	GRANDE RESERVE UNIT 20-ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	74065	04/29/22	01	2022 ROAD PROGRAM	23-230-60-00-6025		6,806.80
					INVOICE TOTAL:		6,806.80 *
	74066	04/29/22	01	LAKE MICHIGAN ALLOCATION	51-510-54-00-5465		29,477.75
			02	PERMIT APPLICATION	** COMMENT **		
					INVOICE TOTAL:		29,477.75 *
					CHECK TOTAL:		72,108.43
536545	EEI	ENGINEERING ENTERPRISES, INC.					
	74068	04/29/22	01	CORNEILS RD INTERCEPTOR REVIEW	52-520-60-00-6092		13,319.10
					INVOICE TOTAL:		13,319.10 *
					CHECK TOTAL:		13,319.10
536546	EEI	ENGINEERING ENTERPRISES, INC.					
	74069	04/29/22	01	5 YEAR CAPITAL IMPROVEMENT	51-510-54-00-5465		297.75
			02	PLAN-LAKE MICHIGAN CONNECTION	** COMMENT **		
					INVOICE TOTAL:		297.75 *
	74071	04/29/22	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,437.50
					INVOICE TOTAL:		1,437.50 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536546	EEI ENGINEERING ENTERPRISES, INC.						
	74072	04/29/22	01	GRANDE RESERVE UNIT 15-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	74073	04/29/22	01	RAINTREE VILLAGE UNIT 6-ENG	01-640-54-00-5465		300.00
			02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		300.00 *
	74074	04/29/22	01	LIFT STATION MAINTENANCE	01-640-54-00-5465		696.50
			02	SCHEDULES	** COMMENT **		
					INVOICE TOTAL:		696.50 *
	74075	04/29/22	01	LSL INVENTORY	01-640-54-00-5465		2,431.50
					INVOICE TOTAL:		2,431.50 *
	74077	04/29/22	01	BRISTOL BAY ELEMENTARY TRAFFIC	01-640-54-00-5465		2,359.75
			02	ANALYSIS	** COMMENT **		
					INVOICE TOTAL:		2,359.75 *
	74078	04/29/22	01	GRANDE RESERVE UNIT 7-ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	74079	04/29/22	01	LINCOLN PRAIRIE-JLL	01-640-54-00-5465		340.00
					INVOICE TOTAL:		340.00 *
	74080	04/29/22	01	GENERAL LAKE MICHIGAN-DWC	51-510-54-00-5465		1,363.25
			02	COORDINATION	** COMMENT **		
					INVOICE TOTAL:		1,363.25 *
					CHECK TOTAL:		9,526.25
536547	EVERNDEH HAYDEN EVERNDEN						
	04/26-04/30	05/11/22	01	REFEREE	79-795-54-00-5462		225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536548	FARMFLEE	BLAIN'S FARM & FLEET							
	6889-M.MCGREGORY		04/30/22	01	SHIRTS	01-410-56-00-5600		76.46	
						INVOICE TOTAL:		76.46	*
	6977-G.JOHNSON		04/30/22	01	PANTS	51-510-56-00-5600		40.49	
						INVOICE TOTAL:		40.49	*
						CHECK TOTAL:		116.95	
536549	FIRST	FIRST PLACE RENTAL							
	328714		04/26/22	01	SEWER SNAKE	24-216-56-00-5656		85.50	
						INVOICE TOTAL:		85.50	*
						CHECK TOTAL:		85.50	
536550	FOXRIDGE	FOX RIDGE STONE							
	5718		03/15/22	01	MIXED FILL LOADS	51-510-54-00-5462		210.00	
				02	PEA GRAVEL	51-510-56-00-5640		147.38	
						INVOICE TOTAL:		357.38	*
						CHECK TOTAL:		357.38	
536551	GARDKOCH	GARDINER KOCH & WEISBERG							
	H-2364C-8912		05/10/22	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		8,538.50	
						INVOICE TOTAL:		8,538.50	*
	H-3586C-8913		05/10/22	01	NICHOLSON MATTERS	01-640-54-00-5461		112.37	
						INVOICE TOTAL:		112.37	*
						CHECK TOTAL:		8,650.87	
536552	HACH	HACH COMPANY							

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536552	HACH	HACH COMPANY							
	13010050		04/28/22	01	CHEMICALS	51-510-56-00-5638		98.83	
						INVOICE TOTAL:		98.83	*
	13011461		04/29/22	01	CHEMICALS	51-510-56-00-5638		298.26	
						INVOICE TOTAL:		298.26	*
						CHECK TOTAL:		397.09	
536553	HARRIS	HARRIS COMPUTER SYSTEMS							
	MSIXT0000262		04/30/22	01	MYGOVHUB FEES-APR 2022	01-120-54-00-5462		97.60	
				02	MYGOVHUB FEES-APR 2022	51-510-54-00-5462		147.29	
				03	MYGOVHUB FEES-APR 2022	52-520-54-00-5462		42.50	
						INVOICE TOTAL:		287.39	*
						CHECK TOTAL:		287.39	
536554	HILLSDRN	HILLS CRANE INSPECTION SERVICE							
	18164		05/11/22	01	USE OF AUTO CRANE	01-410-54-00-5490		440.00	
						INVOICE TOTAL:		440.00	*
						CHECK TOTAL:		440.00	
536555	HUITROND	DIEGO HUITRAN							
	043022		04/30/22	01	REFEREE	79-795-54-00-5462		105.00	
						INVOICE TOTAL:		105.00	*
						CHECK TOTAL:		105.00	
536556	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN							
	029527		04/26/22	01	REPAIR OIL LEAK	01-410-54-00-5490		970.09	
						INVOICE TOTAL:		970.09	*
						CHECK TOTAL:		970.09	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536557	IMPACT	IMPACT NETWORKING, LLC					
	252883	04/29/22	01	MANAGED PRINT SERVICES COPY	01-210-54-00-5430		0.35
			02	CHARGES FEB-APR 2022	** COMMENT **		
			03	MANAGED PRINT SERVICES COPY	01-110-54-00-5430		9.99
			04	CHARGES FEB-APR 2022	** COMMENT **		
			05	MANAGED PRINT SERVICES COPY	01-120-54-00-5430		26.11
			06	CHARGES FEB-APR 2022-FINANCE	** COMMENT **		
			07	MANAGED PRINT SERVICES COPY	79-790-54-00-5462		2.11
			08	CHARGES FEB-APR 2022	** COMMENT **		
			09	MANAGED PRINT SERVICES COPY	01-120-54-00-5430		3.38
			10	CHARGES FEB-APR 2022 - UB	** COMMENT **		
			11	MANAGED PRINT SERVICES COPY	51-510-54-00-5430		4.53
			12	CHARGES FEB-APR 2022 - UB	** COMMENT **		
			13	MANAGED PRINT SERVICES COPY	52-520-54-00-5430		2.12
			14	CHARGES FEB-APR 2022 - UB	** COMMENT **		
					INVOICE TOTAL:		48.59 *
					CHECK TOTAL:		48.59
536558	IMPACT	IMPACT NETWORKING, LLC					
	2528832	04/29/22	01	APR 2022 COPY CHARGES	01-110-54-00-5430		132.71
			02	APR 2022 COPY CHARGES	01-120-54-00-5430		44.25
			03	APR 2022 COPY CHARGES	01-220-54-00-5430		139.25
			04	APR 2022 COPY CHARGES	01-210-54-00-5430		78.39
			05	APR 2022 COPY CHARGES	01-410-54-00-5462		5.00
			06	APR 2022 COPY CHARGES	51-510-54-00-5462		5.00
			07	APR 2022 COPY CHARGES	52-520-54-00-5462		5.00
			08	APR 2022 COPY CHARGES	79-790-54-00-5462		59.09
			09	APR 2022 COPY CHARGES	79-795-54-00-5462		59.09
					INVOICE TOTAL:		527.78 *
					CHECK TOTAL:		527.78
536559	INGEMUNS	INGEMUNSON LAW OFFICES LTD					

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536559	INGEMUNS INGEMUNSON LAW OFFICES LTD							
	9286	08/02/21	01	JULY 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	9372	09/01/21	01	AUG 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	9449	10/01/21	01	SEPT 2021 ADMIN HEARINGS	01-210-54-00-5467		450.00	
					INVOICE TOTAL:		450.00	*
	9529	11/01/21	01	OCT 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	9618	11/30/21	01	NOV 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
					CHECK TOTAL:		1,650.00	
536560	INTERDEV INTERDEV, LLC							
	CW1031920	11/30/21	01	SENTINELONE PLATFORM &	01-640-54-00-5450		2,130.00	
			02	MANAGEMENT	** COMMENT **			
					INVOICE TOTAL:		2,130.00	*
	CW1032169	12/31/21	01	DEC 2021 ENDPOINT PROTECTION	01-640-54-00-5450		354.00	
					INVOICE TOTAL:		354.00	*
	CW1032502	01/31/22	01	JAN 2022 ENDPOINT PROTECTION	01-640-54-00-5450		359.90	
					INVOICE TOTAL:		359.90	*
	CW1032771	02/28/22	01	FEB 2022 ENDPOINT PROTECTION	01-640-54-00-5450		380.55	
					INVOICE TOTAL:		380.55	*
	CW1033055	03/31/22	01	MAR 2022 ENDPOINT PROTECTION	01-640-54-00-5450		380.55	
					INVOICE TOTAL:		380.55	*

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536560	INTERDEV	INTERDEV, LLC					
	CW1033314	04/30/22	01	APR 2022 ENDPOINT PROTECTION	01-640-54-00-5450		380.55
			02	DUO SECURITY LICENSING &	01-640-54-00-5450		510.00
			03	PRODUCT MANAGEMENT	** COMMENT **		
					INVOICE TOTAL:		890.55 *
	MSP1032174	12/31/21	01	DEC 2021 MONTHLY IT SUPPORT	01-640-54-00-5450		8,302.91
					INVOICE TOTAL:		8,302.91 *
	MSP1032468	01/31/22	01	JAN 2022 MONTHLY IT SUPPORT	01-640-54-00-5450		8,302.91
					INVOICE TOTAL:		8,302.91 *
	MSP1033032	03/31/22	01	MAR 2022 MONTHLY IT SUPPORT	01-640-54-00-5450		8,302.91
					INVOICE TOTAL:		8,302.91 *
	MSP1033326	04/30/22	01	APR 2022 MONTHLY IT SUPPORT	01-640-54-00-5450		8,302.91
					INVOICE TOTAL:		8,302.91 *
					CHECK TOTAL:		37,707.19
536561	IRVINGS	STEPHEN IRVING					
	042822	04/28/22	01	REFEREE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
536562	KOHLSA	ADAM KOHLS					
	04/26-04/30	05/11/22	01	REFEREE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
536563	LEONI	IVAN LEON					

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536563	LEONI	IVAN LEON							
	04/26-04/30		05/11/22	01	REFEREE	79-795-54-00-5462		225.00	
						INVOICE TOTAL:		225.00	*
						CHECK TOTAL:		225.00	
536564	LITE	LITE CONSTRUCTION							
	21364		05/02/22	01	YORKVILLE CITY HALL & POLICE	24-216-60-00-6030		435,375.00	
				02	FACILITY	** COMMENT **			
						INVOICE TOTAL:		435,375.00	*
						CHECK TOTAL:		435,375.00	
536565	LOHERL	LIAM LOHER							
	04/26-04/30		05/11/22	01	REFEREE	79-795-54-00-5462		130.00	
						INVOICE TOTAL:		130.00	*
						CHECK TOTAL:		130.00	
536566	MENLAND	MENARDS - YORKVILLE							
	39510-22		04/03/22	01	CABLE TIES	01-210-56-00-5620		9.97	
						INVOICE TOTAL:		9.97	*
	40731		04/20/22	01	NUTS, SCREWS	01-410-56-00-5620		10.62	
						INVOICE TOTAL:		10.62	*
	40818		04/21/22	01	PAINT, BRUSH, PRIMER	24-216-56-00-5656		20.90	
						INVOICE TOTAL:		20.90	*
	40819		04/21/22	01	CLEANER	51-510-56-00-5620		22.38	
						INVOICE TOTAL:		22.38	*
	40905		04/22/22	01	STRIPING PAINT	51-510-56-00-5665		6.98	
						INVOICE TOTAL:		6.98	*

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

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536566	MENLAND	MENARDS - YORKVILLE							
	40915		04/22/22	01	NAILS, EXPANSION JOINT, BOARDS	01-410-56-00-5620		55.92	
						INVOICE TOTAL:		55.92	*
						CHECK TOTAL:		126.77	
536567	MENLAND	MENARDS - YORKVILLE							
	40936		04/22/22	01	SHELVING	51-510-56-00-5638		139.99	
				02	DRILL BITS, FLASHLIGHTS	51-510-56-00-5630		86.97	
						INVOICE TOTAL:		226.96	*
						CHECK TOTAL:		226.96	
536568	MENLAND	MENARDS - YORKVILLE							
	41185		04/25/22	01	PAINT, FILLER, STEELSTIK,	79-790-56-00-5640		218.20	
				02	PUTTY, PUTTY KNIFE, BRUSHES,	** COMMENT **			
				03	SPONGES	** COMMENT **			
						INVOICE TOTAL:		218.20	*
	41188		04/25/22	01	USB CORD	51-510-56-00-5638		17.95	
						INVOICE TOTAL:		17.95	*
	41194		04/25/22	01	COUPLING	51-510-56-00-5620		15.96	
						INVOICE TOTAL:		15.96	*
	41248		04/26/22	01	COUPLING, UNIONS, PVC CUTTER,	51-510-56-00-5620		87.63	
				02	PLIERS, SCREWDRIVER SET	** COMMENT **			
						INVOICE TOTAL:		87.63	*
	41254		04/26/22	01	RETURNED MERCHANDISE CREDIT	51-510-56-00-5620		-29.96	
						INVOICE TOTAL:		-29.96	*
	41420		04/28/22	01	GROMMET SET, CUP HOOK, SCREWS	52-520-56-00-5620		9.16	
						INVOICE TOTAL:		9.16	*

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536568	MENLAND	MENARDS - YORKVILLE						
	41423	04/28/22	01	TUBING, COUPLER, TILE TAPE,TEE	79-790-56-00-5640		180.89	
					INVOICE TOTAL:		180.89	*
	41494	04/29/22	01	PVC UNIONS	51-510-56-00-5620		48.43	
					INVOICE TOTAL:		48.43	*
	41497	04/29/22	01	PVC	51-510-56-00-5620		7.97	
					INVOICE TOTAL:		7.97	*
	41526	04/29/22	01	CABLE TIES, SCREWDRIVERS	79-790-56-00-5620		119.94	
					INVOICE TOTAL:		119.94	*
	41528	04/29/22	01	SCREWDRIVER	51-510-56-00-5630		3.69	
					INVOICE TOTAL:		3.69	*
					CHECK TOTAL:		679.86	
536569	MESIMPSO	M.E. SIMPSON CO, INC						
	38369	03/10/22	01	56 MILES WATERMAIN WATER	51-510-54-00-5462		10,920.00	
			02	DISTRIBUTION SYSTEM LEAK	** COMMENT **			
			03	DETECTION FROM	** COMMENT **			
			04	01/1/22-03/07/22	** COMMENT **			
					INVOICE TOTAL:		10,920.00	*
					CHECK TOTAL:		10,920.00	
536570	METIND	METROPOLITAN INDUSTRIES, INC.						
	INV038475	04/27/22	01	DIAGNOSTIC AND QUOTE FOR	52-520-54-00-5444		993.00	
			02	REPAIR TO PRESTWICK LIFT	** COMMENT **			
					INVOICE TOTAL:		993.00	*
					CHECK TOTAL:		993.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536571	MONTRK MONROE TRUCK EQUIPMENT							
	337256	04/05/22	01	SNOW PLOW HEADLIGHT	01-410-56-00-5628		260.48	
					INVOICE TOTAL:		260.48	*
					CHECK TOTAL:		260.48	
536572	NICOR NICOR GAS							
	00-41-22-8748 4-0422	05/03/22	01	04/01-05/03 1107 PRAIRIE LN	01-110-54-00-5480		107.20	
					INVOICE TOTAL:		107.20	*
	12-43-53-5625 3-0422	05/04/22	01	04/04-05/04 609 N BRIDGE	01-110-54-00-5480		85.05	
					INVOICE TOTAL:		85.05	*
	15-41-50-1000 6-0422	05/04/22	01	04/01-05/03 804 GAME FARM RD	01-110-54-00-5480		435.03	
					INVOICE TOTAL:		435.03	*
	15-64-61-3532 5-0422	05/03/22	01	04/01-05/03 1991 CANNONBALL TR	01-110-54-00-5480		55.73	
					INVOICE TOTAL:		55.73	*
	20-52-56-2042 1-0422	04/29/22	01	03/30-04/29 420 FAIRHAVEN	01-110-54-00-5480		158.35	
					INVOICE TOTAL:		158.35	*
	23-45-91-4862 5-0422	05/04/22	01	04/05-05/04 101 BRUEL ST	01-110-54-00-5480		165.27	
					INVOICE TOTAL:		165.27	*
	40-52-64-8356 1-0422	05/05/22	01	04/05-05/05 102 E VAN EMMON	01-110-54-00-5480		428.05	
					INVOICE TOTAL:		428.05	*
	61-60-41-1000 9-0422	05/06/22	01	04/04-05/04 610 TOWER LANE	01-110-54-00-5480		643.19	
					INVOICE TOTAL:		643.19	*
	83-80-00-1000 7-0422	05/06/22	01	04/04-05/04 610 TOWER UNITB	01-110-54-00-5480		253.08	
					INVOICE TOTAL:		253.08	*
	91-85-68-4012 8-0422	05/04/22	01	04/01-05/03 902 GAME FARM RD	82-820-54-00-5480		2,281.58	
					INVOICE TOTAL:		2,281.58	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

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536572	NICOR	NICOR GAS							
	95-16-10-1000 4-0422		05/04/22	01	04/04-05/04 1 RT47	01-110-54-00-5480		49.09	
						INVOICE TOTAL:		49.09	*
						CHECK TOTAL:		4,661.62	
D002509	ORRK	KATHLEEN FIELD ORR & ASSOC.							
	16847A		05/02/22	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		2,200.00	
				02	BRISTOL BAY MATTERS	01-640-54-00-5456		165.00	
				03	COUNTRYSIDE TIF MATTERS	87-870-54-00-5462		88.00	
				04	MEETINGS	01-640-54-00-5456		500.00	
						INVOICE TOTAL:		2,953.00	*
						DIRECT DEPOSIT TOTAL:		2,953.00	
536573	PARADISE	PARADISE CAR WASH							
	224487		04/08/22	01	MAR 2022 CAR WASHES	01-210-54-00-5495		12.00	
						INVOICE TOTAL:		12.00	*
	224504		05/03/22	01	APR 2022 CAR WASHES	01-210-54-00-5495		10.00	
						INVOICE TOTAL:		10.00	*
						CHECK TOTAL:		22.00	
536574	PITSTOP	PIT STOP							
	PS448896		05/05/22	01	TOWN SQUARE APR 2022 SERVICE	79-795-56-00-5620		210.00	
						INVOICE TOTAL:		210.00	*
	PS448897		05/05/22	01	RIVERFRONT APR 2022 SERVICE	79-795-56-00-5620		226.57	
						INVOICE TOTAL:		226.57	*
	PS448898		05/05/22	01	VAN EMMON APR 2022 SERVICE	79-795-56-00-5620		92.00	
						INVOICE TOTAL:		92.00	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

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INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536574	PITSTOP / PS448899	05/05/22	01	FOX HILL WEST APR 2022 SERVICE	79-795-56-00-5620		200.00	
					INVOICE TOTAL:		200.00	*
	PS448900	05/05/22	01	FOX HILL APR 2022 SERVICE	79-795-56-00-5620		200.00	
					INVOICE TOTAL:		200.00	*
	PS448901	05/05/22	01	BEECHER APR 2022 SERVICE	79-795-56-00-5620		302.00	
					INVOICE TOTAL:		302.00	*
	PS448902	05/05/22	01	ROTARY PARK APR 2022 SERVICE	79-795-56-00-5620		80.00	
					INVOICE TOTAL:		80.00	*
	PS448903	05/05/22	01	SPLASH PAD APR 2022 SERVICE	79-795-56-00-5620		18.22	
					INVOICE TOTAL:		18.22	*
	PS448904	05/05/22	01	BRIDGE APR 2022 SERVICE	79-795-56-00-5620		92.00	
					INVOICE TOTAL:		92.00	*
	PS448905	05/05/22	01	CANNONBALL APR 2022 SERVICE	79-795-56-00-5620		28.57	
					INVOICE TOTAL:		28.57	*
	PS448906	05/05/22	01	GREEN'S FILLING STATION APR	79-795-56-00-5620		200.00	
			02	2022 SERVICE	** COMMENT **			
					INVOICE TOTAL:		200.00	*
	PS448907	05/05/22	01	BRISTOL STATION PARK APR 2022	79-795-56-00-5620		80.00	
			02	SERVICE	** COMMENT **			
					INVOICE TOTAL:		80.00	*
	PS448908	05/05/22	01	RIEMENSCHNIEDER APR 2022	79-795-56-00-5620		80.00	
			02	SERVICE	** COMMENT **			
					INVOICE TOTAL:		80.00	*
	PS448910	05/05/22	01	BRISTOL BAY APR 2022 SERVICE	79-795-56-00-5620		540.00	
					INVOICE TOTAL:		540.00	*

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536574	PITSTOP	PIT STOP							
	PS448911		05/05/22	01	STEPPING STONES APR 2022	79-795-56-00-5620		92.00	
				02	SERVICE	** COMMENT **			
						INVOICE TOTAL:		92.00	*
	PS448912		05/05/22	01	HIDING SPOT APR 2022 SERVICE	79-795-56-00-5620		92.00	
						INVOICE TOTAL:		92.00	*
						CHECK TOTAL:		2,533.36	
536575	RIETZR	ROBERT L. RIETZ JR.							
	042822		04/28/22	01	REFEREE	79-795-54-00-5462		160.00	
						INVOICE TOTAL:		160.00	*
						CHECK TOTAL:		160.00	
536576	STEVENS	STEVEN'S SILKSCREENING							
	19941		04/27/22	01	STAFF SHIRTS & CAPS	79-790-56-00-5600		946.00	
						INVOICE TOTAL:		946.00	*
	19947		04/28/22	01	STAFF SHIRTS, PULLOVERS	79-795-56-00-5606		350.00	
						INVOICE TOTAL:		350.00	*
	19953		04/28/22	01	6 STAFF SWEATSHIRTS	79-795-56-00-5606		263.70	
						INVOICE TOTAL:		263.70	*
	19956		04/28/22	01	SHIRTS	79-795-56-00-5606		238.80	
						INVOICE TOTAL:		238.80	*
						CHECK TOTAL:		1,798.50	
536577	STRIKED	DEVYN STRIKE							
	04/26-04/30		05/11/22	01	REFEREE	79-795-54-00-5462		90.00	
						INVOICE TOTAL:		90.00	*
						CHECK TOTAL:		90.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536578	SUBURLAB	SUBURBAN LABORATORIES INC.					
	202210	04/30/22	01	ROUTINE COLIFORM	51-510-54-00-5429		417.00
					INVOICE TOTAL:		417.00 *
					CHECK TOTAL:		417.00
536579	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	135633	04/27/22	01	RT47 & SARAVANOS BATTERY	01-410-54-00-5435		940.00
			02	REPLACED	** COMMENT **		
					INVOICE TOTAL:		940.00 *
					CHECK TOTAL:		940.00
536580	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	111464	04/29/22	01	SCHOOL SPEED LIMIT SIGN	23-230-56-00-5619		121.70
					INVOICE TOTAL:		121.70 *
					CHECK TOTAL:		121.70
536581	VITOSH	CHRISTINE M. VITOSH					
	CMV 2051	05/05/22	01	APR 2022 ADMIN HEARINGS	01-210-54-00-5467		375.00
					INVOICE TOTAL:		375.00 *
					CHECK TOTAL:		375.00
536582	VOITIKM	MICHAEL VOITIK					
	042822	04/28/22	01	REFEREE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
536583	WALDEB	BRYAN WALDE					

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536583	WALDEB	BRYAN WALDE							
	043022		04/30/22	01	REFEREE	79-795-54-00-5462		70.00	
						INVOICE TOTAL:		70.00	*
						CHECK TOTAL:		70.00	
536584	WATERSYS	WATER SOLUTIONS UNLIMITED, INC							
	102780		04/28/22	01	CHLORINE	51-510-56-00-5638		385.00	
						INVOICE TOTAL:		385.00	*
						CHECK TOTAL:		385.00	
536585	WERTZC	CAMERON WERTZ							
	04/26-04/30		05/11/22	01	REFEREE	79-795-54-00-5462		260.00	
						INVOICE TOTAL:		260.00	*
						CHECK TOTAL:		260.00	

TOTAL CHECKS PAID:	667,857.48
TOTAL DIRECT DEPOSITS PAID:	2,953.00
TOTAL AMOUNT PAID:	670,810.48

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
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CHECK DATE: 05/11/22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
536527	RIVRVIEW	RIVERVIEW FORD, INC.						
		0011730	05/11/22	01	NEW 2022 FORD ESCAPE	25-225-60-00-6070	35,557.24	
						INVOICE TOTAL:	35,557.24 *	
						CHECK TOTAL:		35,557.24
						TOTAL AMOUNT PAID:		35,557.24

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536587	ALTEC	ALTEC INDUSTRIES, INC.					
	50981141	05/03/22	01	ANNUAL INSPECTION & DIELECTRIC	01-410-54-00-5490		945.78
					INVOICE TOTAL:		945.78 *
					CHECK TOTAL:		945.78
536588	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	185754405-050122	05/01/22	01	BOND REGISTRAR AND PAYING	24-216-54-00-5498		475.00
			02	AGENT FOR SERIES 2021 BOND	** COMMENT **		
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
536589	AQUAFIX	AQUAFIX, INC.					
	IN002069	05/02/22	01	VITASTIM GREASE	52-520-56-00-5613		1,069.86
					INVOICE TOTAL:		1,069.86 *
					CHECK TOTAL:		1,069.86
536590	BALLET	BALLET FOLKLORICO QUETZALCOATL					
	MARGS EN MAYO-2022	05/10/22	01	2022 MARGARITAS EN MAYO DANCE	79-795-56-00-5606		800.00
			02	PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		800.00 *
					CHECK TOTAL:		800.00
536591	BATTERYS	BATTERY SERVICE CORPORATION					
	0086449	05/06/22	01	BATTERY	01-410-56-00-5628		219.00
					INVOICE TOTAL:		219.00 *
					CHECK TOTAL:		219.00

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536592	BKFD	BRISTOL KENDALL FIRE DEPART.							
	043022-LC		05/09/22	01	FEB-APR 2022 DEVELOPMENT FEES	95-000-24-00-2452		15,200.00	
						INVOICE TOTAL:		15,200.00	*
						CHECK TOTAL:		15,200.00	
536593	CAROUSEL	HARY WARNER							
	060122-CRUISE		05/10/22	01	06/01/22 CRUISE NIGHT DJ	79-795-56-00-5606		275.00	
						INVOICE TOTAL:		275.00	*
						CHECK TOTAL:		275.00	
536594	CASTROO	OSCAR CASTRO							
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		65.00	
						INVOICE TOTAL:		65.00	*
						CHECK TOTAL:		65.00	
536595	CIVICPLS	CIVIC PLUS							
	226186		04/01/22	01	MUNICODE RENEWAL	01-110-54-00-5451		1,195.00	
						INVOICE TOTAL:		1,195.00	*
						CHECK TOTAL:		1,195.00	
536596	CONFORTM	MASON CONFORTI							
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		20.00	
						INVOICE TOTAL:		20.00	*
						CHECK TOTAL:		20.00	
536597	COXLAND	COX LANDSCAPING LLC							

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536597	COXLAND	COX LANDSCAPING LLC					
	191705	05/02/22	01	SUNFLOWER ESTATES ANNUAL	12-112-54-00-5495		2,025.00
			02	LANDSCAPE AGREEMENT AND FIRST	** COMMENT **		
			03	FERTILIZER TREATMENT AND	** COMMENT **		
			04	MULCHING	** COMMENT **		
					INVOICE TOTAL:		2,025.00 *
	191706	05/02/22	01	FOX HILL ANNUAL LANDSCAPE	11-111-54-00-5495		1,044.50
			02	AGREEMENT AND FIRST FERTILIZER	** COMMENT **		
			03	TREATMENT	** COMMENT **		
					INVOICE TOTAL:		1,044.50 *
					CHECK TOTAL:		3,069.50
536598	DARNELLK	KENTON DARNELL					
	05/01-05/10	05/11/22	01	REFEREE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
536599	EEI	ENGINEERING ENTERPRISES, INC.					
	74033	04/29/22	01	GRANDE RESERVE-AVANTI	90-163-00-00-0111		174.00
					INVOICE TOTAL:		174.00 *
	74036	04/29/22	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		2,781.75
					INVOICE TOTAL:		2,781.75 *
	74041	04/29/22	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		8,581.75
			02	PAHES 2 & 3 RESUB	** COMMENT **		
					INVOICE TOTAL:		8,581.75 *
	74048	04/29/22	01	BRIGHT FARMS	90-174-00-00-0111		3,208.50
					INVOICE TOTAL:		3,208.50 *

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536599	EEI	ENGINEERING ENTERPRISES, INC.						
	74062	04/29/22	01	KENDALLWOOD ESTATES	90-174-00-00-0111		8,122.25	
					INVOICE TOTAL:		8,122.25	*
	74067	04/29/22	01	1735 MARKETVIEW-BELLA TIRE	90-175-00-00-0111		2,152.00	
					INVOICE TOTAL:		2,152.00	*
	74070	04/29/22	01	VERIZON-610 TOWER LN	90-170-00-00-0111		435.00	
					INVOICE TOTAL:		435.00	*
	74076	04/29/22	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		1,808.50	
					INVOICE TOTAL:		1,808.50	*
	74081	04/29/22	01	BRISTOL BAY UNIT 3 RESUB	90-179-00-00-0111		783.00	
					INVOICE TOTAL:		783.00	*
					CHECK TOTAL:		28,046.75	
536600	ENCODE	ENCODE PLUS, LLC						
	2106	04/26/22	01	ENCODE IMPLEMENTATION SOFTWARE	01-220-54-00-5462		5,250.00	
			02	LICENSING FEE RENEWAL	** COMMENT **			
					INVOICE TOTAL:		5,250.00	*
					CHECK TOTAL:		5,250.00	
536601	EVERNDEH	HAYDEN EVERNDEN						
	05/01-05/10	05/11/22	01	REFEREE	79-795-54-00-5462		135.00	
					INVOICE TOTAL:		135.00	*
					CHECK TOTAL:		135.00	
536602	EVINST	W. THOMAS EVINS						
	050922	05/09/22	01	REFEREE	79-795-54-00-5462		70.00	
					INVOICE TOTAL:		70.00	*
					CHECK TOTAL:		70.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536603	GROUND	GROUND EFFECTS INC.							
	467017-000		05/02/22	01	GRASS SEED	01-410-56-00-5620		119.00	
				02	GRASS SEED	51-510-56-00-5620		119.00	
						INVOICE TOTAL:		238.00	*
	467187-000		05/04/22	01	DIRT	01-410-56-00-5640		224.28	
				02	DIRT	51-510-56-00-5640		224.28	
						INVOICE TOTAL:		448.56	*
						CHECK TOTAL:		686.56	
536604	HACH	HACH COMPANY							
	13013826		05/02/22	01	FLUORIDE	51-510-56-00-5638		52.02	
						INVOICE TOTAL:		52.02	*
						CHECK TOTAL:		52.02	
536605	HOUSERT	TYLER HOUSER							
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		60.00	
						INVOICE TOTAL:		60.00	*
						CHECK TOTAL:		60.00	
536606	HUITROND	DIEGO HUITRAN							
	051022		05/10/22	01	REFEREE	79-795-54-00-5462		35.00	
						INVOICE TOTAL:		35.00	*
	5/07/22-5/09/22		05/10/22	01	REFEREE	79-795-54-00-5462		175.00	
						INVOICE TOTAL:		175.00	*
						CHECK TOTAL:		210.00	
536607	HUMBERSC	CARTER HUMBERS							

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 23

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536607	HUMBERSC CARTER HUMBERS							
	05/01-05/10	05/11/22	01	REFEREE	79-795-54-00-5462		45.00	
					INVOICE TOTAL:		45.00	*
					CHECK TOTAL:		45.00	
536608	INTERDEV INTERDEV, LLC							
	CW1032919	03/21/22	01	BARRACUDA LICENSE RENEWAL	01-640-54-00-5450		7,756.56	
					INVOICE TOTAL:		7,756.56	*
					CHECK TOTAL:		7,756.56	
536609	KCSHERIF KENDALL CO. SHERIFF'S OFFICE							
	APR 2022-DUPAGE	04/21/22	01	FTA BOND FEE REIMBURSEMENT	01-000-24-00-2412		70.00	
					INVOICE TOTAL:		70.00	*
	APR 2022-OGLE	05/11/22	01	OGLE COUNTRY FTA BOND FEE	01-000-24-00-2412		70.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		70.00	*
					CHECK TOTAL:		140.00	
536610	KENDCPA KENDALL COUNTY CHIEFS OF							
	900	05/02/22	01	SRT ANNULA DUES	01-210-54-00-5460		2,000.00	
			02	MAJOR CRIMES ANNUAL DUES	01-210-54-00-5460		1,000.00	
			03	MOBILE COMMAND ANNUAL DUES	01-210-54-00-5460		500.00	
					INVOICE TOTAL:		3,500.00	*
					CHECK TOTAL:		3,500.00	
536611	KENDEDC KENDALL COUNTY COLLECTOR							
	2021 PAYABLE 2022	05/10/22	01	ROB ROY DRAINAGE DIST PROPERTY	01-640-54-00-5462		522.92	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**950-XXX**	**ESCROW DEPOSIT**

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536611	KENDEDC	KENDALL COUNTY COLLECTOR						
	2021 PAYABLE 2022		05/10/22	02	2021 TAX INSTALLMENTS	** COMMENT **		
						INVOICE TOTAL:		522.92 *
						CHECK TOTAL:		522.92
536612	LEONI	IVAN LEON						
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		135.00
						INVOICE TOTAL:		135.00 *
						CHECK TOTAL:		135.00
536613	LIPSCOJA	JACOB LIPSCOMB						
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		65.00
						INVOICE TOTAL:		65.00 *
						CHECK TOTAL:		65.00
536614	LOHERG	GAVIN DANIEL LOHER						
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		45.00
						INVOICE TOTAL:		45.00 *
						CHECK TOTAL:		45.00
536615	LOHERL	LIAM LOHER						
	05/01-05/10		05/11/22	01	REFEREE	79-795-54-00-5462		225.00
						INVOICE TOTAL:		225.00 *
						CHECK TOTAL:		225.00
536616	MENLAND	MENARDS - YORKVILLE						

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 23

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536616	MENLAND	MENARDS - YORKVILLE							
	41816-22		05/03/22	01	GORILLA TAPE, COOLER, VELCRO	51-510-56-00-5620		66.42	
						INVOICE TOTAL:		66.42	*
	41897		05/04/22	01	FLEX MAGNETIC CLAW	01-410-56-00-5620		8.99	
						INVOICE TOTAL:		8.99	*
	41974		05/05/22	01	STARTER, UTILITY KNIFE	01-410-56-00-5620		39.87	
						INVOICE TOTAL:		39.87	*
	41978		05/05/22	01	THERMOMETER	24-216-56-00-5656		32.96	
						INVOICE TOTAL:		32.96	*
	42005		05/05/22	01	HOSE CLAMP,DIESEL EXHAUST	52-520-56-00-5628		96.95	
				02	FLUID	** COMMENT **			
						INVOICE TOTAL:		96.95	*
						CHECK TOTAL:		245.19	
536617	METROWES	METRO WEST COG							
	4684		05/03/22	01	MEMBERSHIP RENEWAL FEES	01-110-54-00-5460		7,536.55	
						INVOICE TOTAL:		7,536.55	*
						CHECK TOTAL:		7,536.55	
536618	MIDWSALT	MIDWEST SALT							
	0221862		05/04/22	01	BULK ROCK SALT	51-510-56-00-5638		3,010.53	
						INVOICE TOTAL:		3,010.53	*
						CHECK TOTAL:		3,010.53	
536619	NEMRT	NORTH EAST MULTI-REGIONAL							
	302384		04/19/22	01	ANNUAL MEMBERSHIP RENEWAL	01-210-54-00-5460		2,850.00	
						INVOICE TOTAL:		2,850.00	*
						CHECK TOTAL:		2,850.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 23

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536620	NEOPOST	QUADIENT FINANCE USA, INC							
	052422		05/24/22	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		200.00	
						INVOICE TOTAL:		200.00	*
						CHECK TOTAL:		200.00	
D002510	ORRK	KATHLEEN FIELD ORR & ASSOC.							
	16847B		05/02/22	01	BRIGHT FARMS MATTER	90-173-00-00-0011		2,695.00	
						INVOICE TOTAL:		2,695.00	*
						DIRECT DEPOSIT TOTAL:		2,695.00	
536621	OSWEFIRE	OSWEGO FIRE PROTECTION DIST.							
	043022-LC		05/09/22	01	FEB-APR 2022 DEVELOPMENT FEES	95-000-24-00-2456		1,644.30	
						INVOICE TOTAL:		1,644.30	*
						CHECK TOTAL:		1,644.30	
536622	PEPSI	PEPSI-COLA GENERAL BOTTLE							
	30381209		05/09/22	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		384.38	
						INVOICE TOTAL:		384.38	*
	33202663		05/05/22	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		606.52	
						INVOICE TOTAL:		606.52	*
						CHECK TOTAL:		990.90	
536623	R0002512	PUEBLO CONCRETE							
	2022-0124 RFND		05/10/22	01	PERMIT CANCELLATION REFUND	01-000-42-00-4210		50.00	
						INVOICE TOTAL:		50.00	*
						CHECK TOTAL:		50.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536624	SAFESUPP	EMERGENT SAFETY SUPPLY							
	1902755262		05/10/22	01	PPE RAIN JACKETS	51-510-56-00-5600		72.00	
						INVOICE TOTAL:		72.00	*
						CHECK TOTAL:		72.00	
536625	TRCONTPR	TRAFFIC CONTROL & PROTECTION							
	111541		05/10/22	01	STREET SIGNS	23-230-56-00-5619		437.35	
						INVOICE TOTAL:		437.35	*
						CHECK TOTAL:		437.35	
536626	WALDEB	BRYAN WALDE							
	050222		05/02/22	01	REFEREE	79-795-54-00-5462		70.00	
						INVOICE TOTAL:		70.00	*
						CHECK TOTAL:		70.00	
D002511	YBSD	YORKVILLE BRISTOL							
	22-APR		05/11/22	01	APR 2022 SANITARY FEES	95-000-24-00-2450		297,838.85	
						INVOICE TOTAL:		297,838.85	*
						DIRECT DEPOSIT TOTAL:		297,838.85	
536627	YORKSCHO	YORKVILLE SCHOOL DIST #115							
	043022-LC		05/09/22	01	FEB-APR 2022 LAND CASH	95-000-24-00-2453		12,458.65	
						INVOICE TOTAL:		12,458.65	*
						CHECK TOTAL:		12,458.65	
536628	YOUNGM	MARLYS J. YOUNG							

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 23

INVOICES DUE ON/BEFORE 05/24/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536628	YOUNGM MARLYS J. YOUNG							
	041322	04/27/22	01	04/13/22 P&Z MEETING MINUTES	90-180-00-00-0011		42.50	
			02	04/13/22 P&Z MEETING MINUTES	90-179-00-00-0011		42.50	
					INVOICE TOTAL:		85.00	*
					CHECK TOTAL:		85.00	

TOTAL CHECKS PAID:	100,009.42
TOTAL DIRECT DEPOSITS PAID:	300,533.85
TOTAL AMOUNT PAID:	400,543.27

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
May 13, 2022

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	17,122.46	-	17,122.46	1,537.24	1,289.96	19,949.66
FINANCE	11,519.60	-	11,519.60	1,025.24	847.17	13,392.01
POLICE	133,515.01	2,126.98	135,641.99	542.74	10,096.43	146,281.16
COMMUNITY DEV.	24,838.18	-	24,838.18	2,250.65	1,874.10	28,962.93
STREETS	20,534.27	110.29	20,644.56	1,846.24	1,521.45	24,012.25
BUILDING & GROUNDS	2,095.20		2,095.20	199.82	171.76	2,466.78
WATER	17,554.11	487.46	18,041.57	1,605.71	1,311.09	20,958.37
SEWER	9,594.34	9.37	9,603.71	854.73	697.96	11,156.40
PARKS	25,870.07	294.23	26,164.30	2,308.15	1,954.78	30,427.23
RECREATION	20,032.88	-	20,032.88	1,507.95	1,488.66	23,029.49
LIBRARY	18,205.56	-	18,205.56	967.90	1,349.86	20,523.32
TOTALS	$ 300,881.68	$ 3,028.33	$ 303,910.01	$ 14,646.37	$ 22,603.22	$ 341,159.60

TOTAL PAYROLL **$ 341,159.60**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 24, 2022

ACCOUNTS PAYABLE		**DATE**		
FY 22				
City Check Register - FY 22 *(Pages 1 - 24)*		05/24/2022	$	670,810.48
	SUB-TOTAL:			**670,810.48**
FY 23				
Manual City Check Register - FY 23 *(Page 25)*		05/11/2022	$	37,557.24
City Check Register - FY 23 *(Pages 26 - 36)*		05/24/2022		400,543.27
	SUB-TOTAL:			**$438,100.51**
WIRE PAYMENTS				
Dearborn Insurannce		05/02/2022	$	2,875.06
Blue Cross/ Blue Shield Insurance		04/29/2022		130,040.33
	TOTAL PAYMENTS:			**$132,915.39**
PAYROLL				
Bi - Weekly *(Page 37)*		05/13/2022	$	341,159.60
	SUB-TOTAL:		**$**	**341,159.60**
	TOTAL DISBURSEMENTS:		**$**	**1,582,985.98**

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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2022-32

Agenda Item Summary Memo

Title: Water Department Reports for March – April 2022

Meeting and Date: City Council – May 24, 2022

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-32

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (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
WATER DEPARTMENT REPORT

March
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	4,041,000
7	1527	1125	379	9,082,000
8	1384	840	540	17,804,000
9	1368	861	507	17,421,000
			TOTAL PUMPED	48,348,000

CURRENT MONTH'S PUMPAGE IS 2,119,600 GALLONS **MORE THAN LAST MONTH**

1,496,900 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,559,613 GALLONS

DAILY MAXIMUM PUMPED: 2,241,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.43 GALLONS

WATER TREATMENT:

CHLORINE: 1138 LBS. FED CALCULATED CONCENTRATION: 3.12 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.73 MG/L

POLYPHOSPHATE: 1066 LBS. FED CALCULATED CONCENTRATION: 1.02 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 27 NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 8 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 35 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

United City of Yorkville
WATER DEPARTMENT REPORT

April
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	0
7	1527	1125	356	11,480,400
8	1384	840	541	20,056,000
9	1368	861	505	16,771,000
			TOTAL PUMPED	48,297,400

CURRENT MONTH'S PUMPAGE IS 50,600 GALLONS **LESS THAN LAST MONTH**

4,600,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,609,913 GALLONS

DAILY MAXIMUM PUMPED: 1,970,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 75.13 GALLONS

WATER TREATMENT:

CHLORINE: 1181 LBS. FED CALCULATED CONCENTRATION: 3.06 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.75 MG/L

POLYPHOSPHATE: 1066 LBS. FED CALCULATED CONCENTRATION: 0.85 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 16 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 17 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 21 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:

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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2022-37

Agenda Item Summary Memo

Title: Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-37

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

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

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 12, 2022
Subject: Lake Michigan Connection CIP: Preliminary Engineering Agreement

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Summary

Approval of a preliminary engineering agreement with EEI for connection to Lake Michigan water through DuPage Water Commission (DWC).

Background

Lake Michigan water connection is an ongoing discussion, and this is the next step to continue to move forward to meet our target date of Lake Michigan water sometime in 2027. This proposed agreement will provide a more detailed analysis of the proposed improvements and cost estimates, as well as the necessary funding. In addition, a phasing and implementation plan will be developed to identify the schedule for planning, design, and construction of the various improvements and timeline for switching over to Lake Michigan water. A detailed breakdown of services is listed in attachment B of the proposed engineering agreement.

This proposed agreement is a flat lump sum agreement for $153,958. This expense is in the approved FY 23 budget in the Water Sourcing DWC line item (51-510-60-00-6011) in the water fund.

Recommendation

Staff recommends approval of a preliminary engineering agreement with EEI for connection to Lake Michigan water.

Agreement for Professional Services
United City of Yorkville, Kendall County, IL
Lake Michigan Connection CIP: Preliminary 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:

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the Lake Michigan Connection CIP: Preliminary Engineering as indicated on Attachment C.

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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor 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 as Attachment C, which will be paid for as a lump sum in the amount of $153,958. 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, Contractor, on or before February 1st of every given year, shall provide written notice of any change in the rates specified in Attachment 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:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor 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, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor 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:

Contractor 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 Contractor under this agreement shall be that of an independent contractor. Contractor 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:

Contractor 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 Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor 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 contractor 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 attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D: Anticipated Project Schedule
Attachment E: 2022 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 Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 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 _____, 2022.

United City of Yorkville:

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Bradley P. Sanderson, P.E.
Chief Operating Officer / President

_____
Stephen Dennison, P.E.
Senior Project Manager / Principal

Attachment A:

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 seven (7) 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.

Attachment B:
SCOPE OF SERVICES

Introduction:

The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC). The Alternative Water Source Study (AWSS) Update recently completed included preliminary evaluation of the necessary improvements, proposed sites, and cost estimates and potential financing for the improvements for each of the supply alternatives.

Now that the City has selected Lake Michigan-DWC, a more detailed analysis of the proposed improvements and cost estimates, as well as the necessary funding. Additionally, a phasing and implementation plan will be developed to identify the schedule for planning, design, and construction of the various improvements and timeline for switching over to Lake Michigan supply.

The proposed work items for this project are as follows:

PROJECT FACILITATION & PROJECT TEAM MEETINGS

0.1 Project Administration
0.2 Project Initiation Meeting (1 Online Meeting)
0.3 Progress Review Meetings with City Staff (2 Online Meetings)

NEEDS ASSESSMENT AND SITE EVALUATIONS

1.1 Coordinate Data Collection and Complete Updated Needs Assessment
1.2 Complete Receiving Station/Ground Storage Tank Site Evaluations
- Assumes Two (2) Previously Selected Sites – Raintree Village – WTP/EWST Site and Grande Reserve – WTP/EWST Site
- Includes Topographic Surveys of Sites
- Does Not Include New Geotechnical Field Testing of Sites

1.3 Evaluate DuPage Water Commission, Receiving Station Requirements
1.4 Develop Preliminary Site Concept Plans

COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)

2.1 Prepare Updated Cost Estimates for All Improvements
2.2 Evaluate Funding Alternatives
- Includes (but Not Limited to) WIFIA and IEPA SRF Funding Options
- Does Not Include Preparation of Funding Program Applications

2.3 Evaluate Water Rates
- Financial Evaluation Limited to Impacts of Lake Michigan Connection
  - Assumes City Assistance to Provide Information and Analysis Related to Historic and Projected Water Expenses and Revenues (Non-Lake Michigan

Connection Items)
- Connection Fee and Rate Options for Three (3) Alternatives Maximum

2.4 Develop Phasing & Implementation Plan

PRELIMINARY ENGINEERING – PROJECT PLAN REPORT

3.1 Prepare Draft Preliminary Engineering Report
3.2 City Council Presentation
3.3 Finalize Preliminary Engineering Report
- Preliminary Engineering Report Will Satisfy IEPA SRF Requirements for a Project Plan, and Scope Includes Preparation and Submittal of Associated Project Plan Submittal Forms (Funding Nomination Form, O,M&R Certification, etc.)

The following items are excluded from the above scope (included/to be included in separate contracts):

- Illinois Department of Natural Resources (IDNR) Lake Michigan Allocation Application
- Corrosion Control Study
- Non-Revenue Water Reduction Plan Preparation
- Funding Sources Applications
- Land Acquisition Coordination

The above scope 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.

ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

CLIENT				PROJECT NUMBER	
United City of Yorkville				YO2230-P	
PROJECT TITLE				DATE	PREPARED BY
Lake Michigan Connection-Preliminary Engineering				5/12/22	ALI/STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QA/QC	SPM	PE	PE	SPM	CAD Tech	Survey	ADMIN	HOURS	COST
		PERSON	BPS	JWF	STD	CRW	AG	MGS	KKP	JB	DRA		
		RATE	$223	$223	$216	$183	$154	$216	$139	$159	$70		
PROJECT FACILITATION & PROJECT TEAM MEETINGS													
0.1	Project Administration		8		8	16						32	$ 6,440
0.2	Project Initiation Meeting (Online Meeting)		4	4	4	6	6					24	$ 4,670
0.3	Progress Review Meetings with City Staff (2 Online Meetings)		6	8	8	8	12					42	$ 8,162
	Project Facilitation & Project Team Meetings Subtotal:		**18**	**12**	**20**	**30**	**18**	**-**	**-**	**-**	**-**	98	$ 19,272
NEEDS ASSESSMENT AND SITE EVALUATIONS													
1.1	Coordinate Data Collection and Complete Updated Needs Assessment		2		4	4	6					16	$ 2,966
1.2	Complete Receiving Station/Ground Storage Tank Site Evaluations		1		4	8		16		32		61	$ 11,095
1.3	Evaluate DuPage Water Commission, Receiving Station Requirements		1	2	4	8	8					23	$ 4,229
1.4	Develop Preliminary Site Concept Plans		2	2	8	12	40		32			96	$ 15,424
	Needs Assessment and Site Evaluations Subtotal:		**6**	**4**	**20**	**32**	**54**	**16**	**32**	**32**	**-**	196	$ 33,714
COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)													
2.1	Prepare Updated Cost Estimates for All Improvements		4	2	8	16	32					62	$ 10,922
2.2	Evaluate Funding Alternatives		8	8	16	24	24					80	$ 15,112
2.3	Evaluate Water Rates		4	4	20	24	40					92	$ 16,656
2.4	Develop Phasing & Implementation Plan		2	2	8	8	12					32	$ 5,932
	Cost Estimates, Funding Evaluation, and PIP Subtotal:		**18**	**16**	**52**	**72**	**108**	**-**	**-**	**-**	**-**	266	$ 48,622
PRELIMINARY ENGINEERING - PROJECT PLAN REPORT													
3.1	Prepare Draft Preliminary Engineering Report		2		8	24	56		4		2	96	$ 15,886
3.2	City Council Presentation		4	4	4	12						24	$ 4,844
3.3	Finalize Preliminary Engineering Report		2	4	4	8	16				2	36	$ 6,270
	Preliminary Engineering - Project Plan Report Subtotal:		**8**	**8**	**16**	**44**	**72**	**-**	**4**	**-**	**4**	156	$ 27,000
	PROJECT TOTAL:		**50**	**40**	**108**	**178**	**252**	**16**	**36**	**32**	**4**	**716**	**128,608**

EEI STAFF

BPS	Bradley P. Sanderson, P.E.
JWF	Jeffrey W. Freeman, P.E., CFM, LEED AP
STD	Stephen T. Dennison, P.E.
CRW	Christopher R. Walton, P.E.
AG	Ali Ghasemi, Ph.D, E.I.
MGS	Mark G. Scheller, PLS
KKP	Kristopher K. Pung
JB	Joshua Boatman
DRA	Deborah R. Anderson

LABOR SUMMARY		
EEI Labor Expenses =	$	128,608
TOTAL LABOR EXPENSES	**$**	**128,608**

DIRECT EXPENSES		
Printing/Scanning =	$	250
Mileage =	$	100
DIRECT EXPENSES =	**$**	**350**

SUBCONSULTANT EXPENSES		
Stantec (WIFIA Funding) =	$	25,000
SUBCONSULTANT EXPENSES =	**$**	**25,000**

TOTAL COSTS	$	153,958

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2230-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
Lake Michigan Connection-Preliminary Engineering	5/12/22	ALI/STD

TASK NO.	TASK DESCRIPTION	2022							2023				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
PROJECT FACILITATION & PROJECT TEAM MEETINGS													
0.1	Project Administration												
0.2	Project Initiation Meeting (Online Meeting)												
0.3	Progress Review Meetings with City Staff (2 Online Meetings)												
NEEDS ASSESSMENT AND SITE EVALUATIONS													
1.1	Coordinate Data Collection and Complete Updated Needs Assessment												
1.2	Complete Receiving Station/Ground Storage Tank Site Evaluations												
1.3	Evaluate DuPage Water Commission, Receiving Station Requirements												
1.4	Develop Preliminary Site Concept Plans												
COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)													
2.1	Prepare Updated Cost Estimates for All Improvements												
2.2	Evaluate Funding Alternatives												
2.3	Evaluate Water Rates												
2.4	Develop Phasing & Implementation Plan												
PRELIMINARY ENGINEERING - PROJECT PLAN REPORT													
3.1	Prepare Draft Preliminary Engineering Report												
3.2	City Council Presentation												
3.3	Finalize Preliminary Engineering Report												

Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$228.00
Principal	E-3	$223.00
Senior Project Manager	E-2	$216.00
Project Manager	E-1	$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	$170.00
Project Engineer/Planner/Surveyor	P-4	$154.00
Senior Engineer/Planner/Surveyor	P-3	$142.00
Engineer/Planner/Surveyor	P-2	$129.00
Associate Engineer/Planner/Surveyor	P-1	$116.00
Senior Project Technician II	T-6	$159.00
Senior Project Technician I	T-5	$149.00
Project Technician	T-4	$139.00
Senior Technician	T-3	$129.00
Technician	T-2	$116.00
Associate Technician	T-1	$102.00
GIS Technician	G-1	$105.00
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		$ 206.00
Expert Testimony		$ 258.00

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2022-38

Agenda Item Summary Memo

Title: Bristol Ridge Road Phase III RFQ and Construction Engineering Agreement

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-38

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

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

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 12, 2022
Subject: Bristol Ridge Road Construction Engineering Agreement

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Summary

Approval of a construction engineering agreement with EEI for Bristol Ridge Road improvements.

Background

This item was last discussed in April 2021 when the City Council approved a design engineering agreement for the Bristol Ridge Road resurfacing improvements. Since then, the project has been designed, and the construction engineering agreement is up for discussion at the May PW meeting. Accordingly, EEI has prepared an agreement for the City Council's consideration.

Since the project is funded through the Kane Kendall Council of Mayors, and is a 75%-25% cost sharing, there are specific rules in place as to the steps we must follow to obtain funding. The next step will be a letting of the project that is slated for some time in June, after this agreement is passed.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated $66,683 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the Bristol Ridge Road resurfacing improvements.

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
Shanel Gayle, Purchasing Manager
CC: Bart Olson, City Administrator
Date: March 17, 2022
Subject: Bristol Ridge Road Resurfacing Project

Summary

Qualification Summary of the Bristol Ridge Road Resurfacing.

Background

On March 31, 2022, staff released a Request for Qualification seeking a qualified Consulting Engineering Firm for the Bristol Ridge Road Resurfacing project. The City currently anticipates construction for this project to start in late-summer 2022 and construction being completed by the end of October. Sealed qualifications were due on April 19, 2022, four (4) Consulting Engineering Firms submitted qualifications. On April 20, 2022, the Selection Committee, which included Eric Dhuse, Public Works Director, and Erin Willrett, Assistant City Administrator, began reviewing and evaluating qualifications in the categories of firm experience, staff capabilities, past performance, and local presence. The final results from the Selection Committee were due on May 4, 2022, and Engineering Enterprises, Inc., of Sugar Grove, IL received the highest score a 97.5 average out of 100.

Name of Firm	Total
Engineering Enterprises, Inc.	97.5
Engineering Services Group, Inc.	78
Hutchison Engineering, Inc.	90
Thomas Engineering Group	83

Recommendations

Staff recommends authorizing the agreement for the Consulting Engineering Firm for the Bristol Ridge Road Resurfacing project with Engineering Enterprises, Inc., of Sugar Grove, Illinois in an amount of $66,683.00.

Attachments

Exhibit A – Local Public Agency Engineering Services Agreement with Engineering Enterprises, Inc.

Resolution No. 2022-_____

A RESOLUTION APPROVING AN ENGINEERING SERVICE FOR BRISTOL RIDGE ROAD IMPROVEMENTS

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

WHEREAS, the City has received funding from the Illinois Department of Transportation to make certain improvements to Bristol Ridge Road consisting of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, sidewalk and curb and gutter removal and replacement, structure adjustments, pavement markings, roadway signage and all other appurtenant work (the "*Project*"); and,

WHEREAS, the City issued a Request for Qualifications seeking a qualified engineering firm to construct the Project and after review and evaluation of submittals from four (4) engineering firms, the City desires to enter into an Engineering Agreement with Engineering Enterprises, Inc. as the most qualified.

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 Engineering Services Agreement by and between the United City of Yorkville and Engineering Enterprises, Inc., in an amount of $66,683.00 attached hereto and made a part hereof by this reference and is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
United City of Yorkville	Kendall	21-00052-00-RS	C-93-002-23

Project Number	Contact Name	Phone Number	Email
AQ5Y(681)	Eric Dhuse	(630) 553-4370	edhuse@yorkville.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Bristol Ridge Road	FAU 1555	0.71	N/A

Location Termini: Kennedy Road to US Route 34 (Add Location / Remove Location)

Project Description:

The project consists of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, pavement markings, traffic control and all other work required to complete the project.

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Local Funds

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☒ Other — Local Funds

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Engineering Enterprises, Inc.	Chris Ott	(630) 466-6757	cott@eeiweb.com

Address	City	State	Zip Code
52 Wheeler Road	Sugar Grove	IL	60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Direct Costs Check Sheet

☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)

☒ Exhibit F: Location Map

☒ Exhibit G: Rubino Proposal

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum _____ (Maximum Fee $40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula.)

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed n accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CRF part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
    (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
    (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
    (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
    (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
    (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

    Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

    If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	$59,434.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Rubino Engineering, Inc.	80-0450719	$7,249.00
	Subconsultant Total	$7,249.00
	Prime Consultant Total	$59,434.00
	Total for all work	$66,683.00

Add Subconsultants

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type: City of Name of Local Public Agency: Yorkville

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Yorkville

Local Public Agency Type: City Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name: Engineering Enterprises, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Chief Operating Officer/President

Title: Project Manager

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- Attend Pre-Construction Meeting
- Review Contractor's Proposed Construction Schedule
- Set up field books, quantity books, diary, job box and all other forms of proper project documentation, including CMMS
- Prepare a project contact list
- Provide resident engineering for on-site observation
- Keep inspector's daily reports and quantity book records up to date
- Maintain orderly files of all relevant project documents
- Perform quantity measurements to prepare pay estimates and change orders for City & IDOT approval
- Provide liaison functions related to the coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project
- Monitor adherence to project specifications
- Maintain daily contact with the Contractor to monitor schedule
- Maintain daily contact with City and IDOT
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Provide construction layout
- Provide information to residents as required
- Perform punch list inspections and provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly or as required based on on-site activities
- Complete job box and conduct all audits with IDOT
- Complete required pay estimates and change orders to complete the project
- Prepare necessary IDOT closeout paperwork

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

EXHIBIT B
PROJECT SCHEDULE

1. Target Letting: 6/17/2022
2. Pre-Construction Meeting: 8/5/2022
3. Start of Construction: 8/22/2022
4. End of Construction: 9/30/2022
5. Project Closeout: 7/28/2023

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

	Item	Allowable	Quantity	Contract Rate	Total
☐	Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐	Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐	Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☐	Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
☒	Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	30	$65.00	$1,950.00
☐	Vehicle Rental	Actual cost (Up to $55/day)			
☐	Tolls	Actual cost			
☐	Parking	Actual cost			
☐	Overtime	Premium portion (Submit supporting documentation)			
☐	Shift Differential	Actual cost (Based on firm's policy)			
☐	Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐	Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐	Project Specific Insurance	Actual Cost			
☐	Monuments (Permanent)	Actual Cost			
☐	Photo Processing	Actual Cost			
☐	2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐	Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐	CADD	Actual cost (Max $15/hour)			
☐	Web Site	Actual cost (Submit supporting documentation)			
☐	Advertisements	Actual cost (Submit supporting documentation)			
☐	Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐	Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐	Recording Fees	Actual Cost			
☐	Transcriptions (specific to project)	Actual Cost			
☐	Courthouse Fees	Actual Cost			
☐	Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐	Testing of Soil Samples	Actual Cost			
☐	Lab Services	Actual Cost (Provide breakdown of each cost)			
☐	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐					
☐					
☐					
☐					
☐					
				Total Direct Costs	$1,950.00

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 04/19/22

Method(s) used for advertisement and dates of advertisement

Website & Aurora Beacon News (3/31/2022)

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

	Project Criteria	Weighting
-	Firm Experience	30%
-	Staff Capabilities	30%
-	Past Performance	30%
-	Local Presence	10%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Eric Dhuse (Public Works Director), Shanel Gayle (Purchasing Manager), Erin Willrett (Assistant City Administrator)

	Top three consultants ranked for this project in order
1	Engineering Enterprises, Inc.
2	Hutchinson Engineering, Inc.
3	Thomas Engineering Group

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

16	LPA is a home rule community (Exempt from QBS).	☒	☐

Illinois Department of Transportation

EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Consultant (Firm) Name	Prepared By	Date
Engineering Enterprises, Inc.	Christopher J. Ott	5/10/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS	OVERHEAD RATE	192.72%
START DATE	7/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	2/28/2023		% OF RAISE	2.00%
END DATE	9/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2022	2/28/2023	8	53.33%
1	3/1/2023	9/30/2023	7	47.60%

The total escalation = 0.93%

BLR 05514 (Rev. 04/30/21)
Payroll Escalation

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

MAXIMUM PAYROLL RATE 78.00

ESCALATION FACTOR 0.93%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
E-4 Senior Principal	$88.92	$78.00
E-3 Principal	$71.21	$71.87
E-2 Senior Project Manager	$65.10	$65.71
E-1 Project Manager	$52.76	$53.25
P-6 Sr. Project Engineer/Planner/Surveyor II	$45.03	$45.45
P-4 Project Engineer/Planner/Surveyor	$34.23	$34.55
T-6 Sr. Project Technician II	$46.76	$47.20
T-5 Sr. Project Technician I	$41.85	$42.24
T-4 Project Technician	$36.75	$37.09
T-3 Senior Technician	$28.07	$28.33
T-2 Technician	$24.04	$24.26
I-1 Engineering/Land Surveying Intern	$18.00	$18.17
A-3 Administrative Assistant	$33.03	$33.34

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 192.72% **COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management and Administration	36	2,116	4,077		698		6,891	10.33%
Project Startup and Closeout	90	3,545	6,833		1,170		11,548	17.32%
Construction Layout	10	383	738		126		1,247	1.87%
Construction Inspection and Documenation	268	9,409	18,133	1,950	3,105		32,597	48.88%
Preparation of Project Pay Estimates	46	1,950	3,759		644		6,353	9.53%
Material Testing	6	245	472		81	7,249	8,047	12.07%
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	456	17,648	34,012	1,950	5,824	7,249	66,683	100.00%

51,660

BLR 05514 (Rev. 04/30/21)
Cost Estimate Worksheet

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

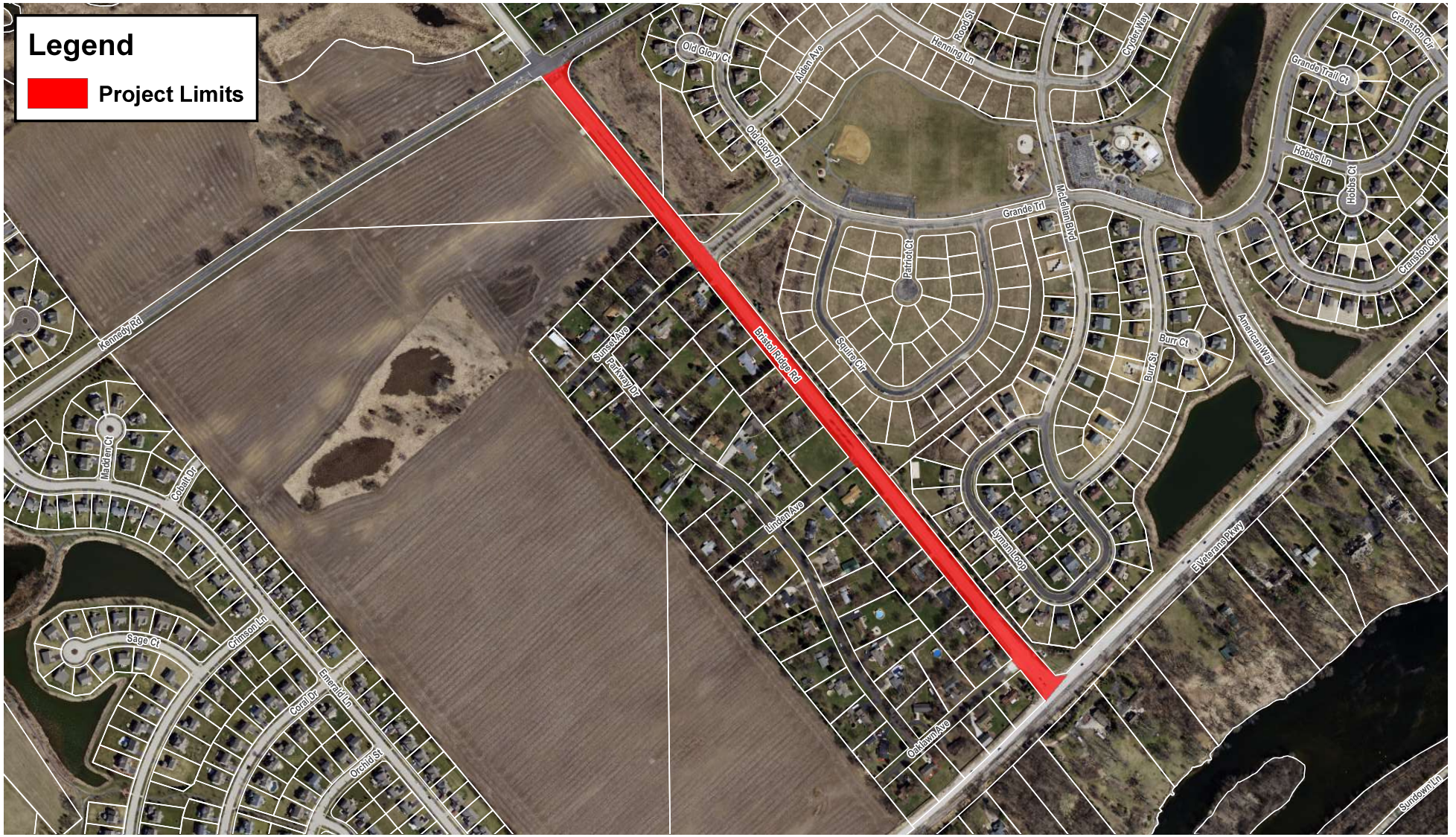
PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management and Administration			Project Startup and Closeout			Construction Layout			Construction Inspection and Documenation			Preparation of Project Pay Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
E-4 Senior Principal	78.00	8.0	1.75%	1.37	4	11.11%	8.67	2	2.22%	1.73							2	4.35%	3.39
E-3 Principal	71.87	0.0																	
E-2 Senior Project Manager	65.71	16.0	3.51%	2.31	8	22.22%	14.60	4	4.44%	2.92							4	8.70%	5.71
E-1 Project Manager	53.25	56.0	12.28%	6.54	24	66.67%	35.50	12	13.33%	7.10	2	20.00%	10.65	8	2.99%	1.59	8	17.39%	9.26
P-6 Sr. Project Engineer/Planner/Surveyor II	45.45	0.0																	
P-4 Project Engineer/Planner/Surveyor	34.55	376.0	82.46%	28.49				72	80.00%	27.64	8	80.00%	27.64	260	97.01%	33.52	32	69.57%	24.03
T-6 Sr. Project Technician II	47.20	0.0																	
T-5 Sr. Project Technician I	42.24	0.0																	
T-4 Project Technician	37.09	0.0																	
T-3 Senior Technician	28.33	0.0																	
T-2 Technician	24.26	0.0																	
I-1 Engineering/Land Surveying Intern	18.17	0.0																	
A-3 Administrative Assistant	33.34	0.0																	
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		0.0																	
		0.0																	
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		0.0																	
TOTALS		456.0	100%	$38.70	36.0	100.00%	$58.77	90.0	100%	$39.39	10.0	100%	$38.29	268.0	100%	$35.11	46.0	100%	$42.40

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Material Testing																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
E-4 Senior Principal	78.00																		
E-3 Principal	71.87																		
E-2 Senior Project Manager	65.71																		
E-1 Project Manager	53.25	2	33.33%	17.75															
P-6 Sr. Project Engineer/Planner/Surveyor II	45.45																		
P-4 Project Engineer/Planner/Surveyor	34.55	4	66.67%	23.03															
T-6 Sr. Project Technician II	47.20																		
T-5 Sr. Project Technician I	42.24																		
T-4 Project Technician	37.09																		
T-3 Senior Technician	28.33																		
T-2 Technician	24.26																		
I-1 Engineering/Land Surveying Intern	18.17																		
A-3 Administrative Assistant	33.34																		
TOTALS		6.0	100%	$40.78	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00



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

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

NO.	DATE	REVISIONS

DATE: FEBRUARY 2020
PROJECT NO.: YO2004
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2011\
FILE: YO2004_W Fox St

400 200 0 400 Feet

EXHIBIT F - BRISTOL RIDGE ROAD LOCATION MAP

N

EXHIBIT G

PROPOSAL

May 10, 2022

To: Chris Ott
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
D: 630-466-6757
C:630-742-2051

Via email: cott@eeiweb.com

Re: **QA Construction Material Testing Services**
Bristol Ridge Road Resurfacing
Section: 21-00052-00-RS
IDOT Contract: 87786
Yorkville, IL

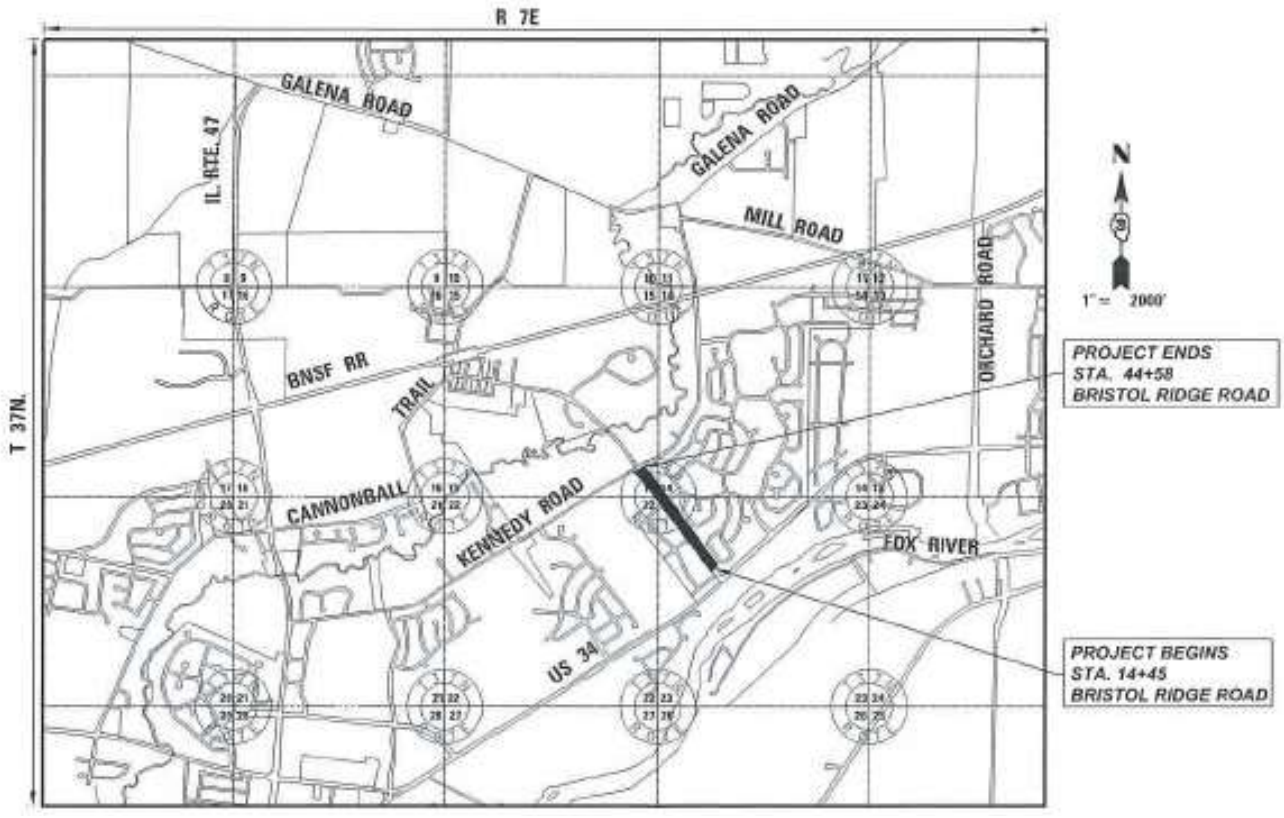
Proposal No. Q22.220

Dear Mr. Ott,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on May 6, 2022 and the following outlines our understanding of the requested scope of services:



General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a cost plus fixed fee basis and will be performed pursuant to the attached General Conditions. Copies of our IDOT BLR Forms 05514 and BDE 436 as well as Rubino's General Conditions are enclosed herewith and incorporated into this proposal.

Item Description	Type	Quantity	Unit	Vehicle (day)	Cylinders (each)	Specific Gravity Maximum Theoretical	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction + Sieve Analysis	Material Tester 1 (hr)	Project Manager (hr)	Nuclear Density Gauge (day)	Sample Pickup
Concrete Sidewalks, 5 inch	PCC	555	SF	1	6				4	1		1
CC&G	PCC	188	FT	1	6				4	1		1
HMA Binder Course, IL-9.5, N50 QC/QA and QCP	HMA	1205	TON	1		1	1	1	10	3	1	1
HMA Surface Course, IL-9.5, N50 QC/QA and QCP	HMA	1205	TON	1		1	1	1	10	3	1	1
Class D Patches, Various Types	HMA	856	SY	2					8	2	2	
				8	12	2	2	2	36	10	4	4

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

https://rubinoeng.com/schedule-field-testing

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ **DAY OF** _____ **, 20__.**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

7. Invoicing Address: _____
   _____
   _____
   Attn: _____
   Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:
   _____
   _____

FEE REMARKS

1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates per trip.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional Services rates are exclusive of expert deposition or testimony time.
14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Srvcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Berkley Insurance Company — 32603 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002789	09/01/2021	09/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability			AEC904730502	09/01/2021	09/01/2022	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:
Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
(See Attached Descriptions)

CERTIFICATE HOLDER

Rubino Engineering, Inc.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall by brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, loses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Illinois Department of Transportation

EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Consultant (Firm) Name	Prepared By	Date
Rubino Engineering	Michelle Lipinski	5/10/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	7	MONTHS	OVERHEAD RATE	146.00%
START DATE	6/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2023		% OF RAISE	2.00%
END DATE	12/31/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2022	12/31/2022	7	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 03/12/21)
Payroll Escalation

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

MAXIMUM PAYROLL RATE 78.00

ESCALATION FACTOR 0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	$41.92	$41.92
Project Manager / Engineer	$45.26	$45.26
Staff Enginer / Geologist / Soil Scient	$32.24	$32.24
Administrative	$27.17	$27.17
Laboratory Staff	$26.00	$26.00
Principal	$70.00	$70.00

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 146.00% **COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
QA Material Testing	46	1,962	2,864	1,776	647		7,249	100.00%
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Subconsultant DL					0		-	
TOTALS	46	1,962	2,864	1,776	647	-	7,249	100.00%

4,826

BLR 05514 (Rev. 03/12/21)
Cost Estimate Worksheet

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Material Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	41.92	36.0	78.26%	32.81	36	78.26%	32.81												
Project Manager / Engineer	45.26	10.0	21.74%	9.84	10	21.74%	9.84												
Staff Enginer / Geologist / S	32.24	0.0																	
Administrative	27.17	0.0																	
Laboratory Staff	26.00	0.0																	
Principal	70.00	0.0																	
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TOTALS		46.0	100%	$42.65	46.0	100.00%	$42.65	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Rubino Engineering, Inc

PTB NUMBER: Rubino proposal # Q22.220 Bristol Ridge Rsfc - Yorkville

TODAY'S DATE: 5/10/2022

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		8	$65.00	$520.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Compression Testing of Concrete Cylinders	In house direct cost		12	$19.25	$231.00
HMA Core Densities	In house direct cost			$38.50	$0.00
HMA Max SG	In house direct cost		2	$134.75	$269.50
HMA Bulk SG	In house direct cost		2	$115.50	$231.00
HMA Ignition / Extraction	In house direct cost		2	$154.00	$308.00
Nuclear Density Gauge	In house direct cost		4	$54.00	$216.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$1,775.50**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2022-39

Agenda Item Summary Memo

Title: Bristol Ridge Road LAFO

Meeting and Date: City Council – May 24, 2022

Synopsis: Consideration of Resolution and Joint Agreement

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-39

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director
Shanel Gayle, Purchasing Manager

Date: May 10, 2022
Subject: Bristol Ridge Road LAFO

The purpose of this memo is to provide an update on the project schedule as well as introduce copies of the required Resolution and Joint Agreement.

The general schedule associated with the construction of the project is listed below:

- Bid Letting June
- Construction Start September
- Construction Complete October

IDOT requires that a specific resolution be passed as part of projects that have Federal funding. A draft resolution is attached.

The Joint Agreement specifies the funding for the project, which is 75% Federal STP Funds ($474,900) and 25% Local Funds ($158,300). The funding will be for both construction and construction engineering.

Per Finance Director Fredrickson, Bristol Ridge Road expenditures, as well as corresponding grant proceeds, are fully funded within the FY 23 budget as noted below:

- 23-230-60-00-6032 – Bristol Ridge Road Expenditures - $635,500
- 23-000-41-00-4163 – Federal Grants – STP Bristol Ridge – ($476,475)

When netted together, these budgeted funds show an overall expenditure of $159,025, which is slightly more ($725) than the City's anticipated cost of $158,300.

If you have any further questions or need additional information, please call.

Resolution No. 2022-_____

A RESOLUTION AUTHORIZING THE CITY'S SHARE OF CONSTRUCTION & CONSTRUCTION ENGINEERING COSTS FOR THE ROADWAY IMPROVEMENT OF THE BRISTOL RIDGE ROAD RESURFACING PROJECT

United City of Yorkville
Location: Bristol Ridge Road (FAU 1555)
Section No.: 21-00052-00-RS
Project No.: AQ5Y(681)
Job No.: C-93-002-23

WHEREAS, the City endeavors to improve a segment of Bristol Ridge Road from Kennedy Road to US Route 34 that is approximately 0.71 miles in length and known to the Illinois Department of Transportation as Section Number 21-00052-00-RS and State Job Number C-93-002-23.

WHEREAS, the cost of said improvement has necessitated the need for the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the United City of Yorkville authorizes one hundred fifty eight thousand three hundred and 00/100, ($158,300), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 21-00052-00-RS.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

Illinois Department of Transportation

Joint Funding Agreement for State-Let Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	09-20-0045

Construction

State Job Number	Project Number
C-93-002-23	AQ5Y(681)

☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Bristol Ridge Road	FAU 1555	0.71 mi.	1.01	1.72

Location Termini

Kennedy Road to US Route 34

Current Jurisdiction	Existing Structure Number(s)	
United City of Yorkville	N/A	Add Location / Remove

PROJECT DESCRIPTION

The project consists of hot-mix asphalt surface course removal, pavement patching, polymerized hot-mix asphalt binder course, hot-mix asphalt surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, and pavement marking.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share $141,325.00 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice.

Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

8. **Required Uniform Reporting**: For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed In the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

   NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ ResourceLibrary.aspx)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Purcell

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's TIN number is

366006169 conducting business as a Governmental Entity.

DUNS Number 112382973

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
United City of Yorkville	Kendall	21-00052-00-RS	C-93-002-23	AQ5Y(681)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$423,975.00	*				Local	$141,325.00	BAL	$565,300.00
Construction Engineering	STU	$50,925.00	**				Local	$16,975.00	BAL	$67,900.00
	Total	$474,900.00		Total			Total	$158,300.00		$633,200.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 75% STU funds NTE $474,900 (Construction Engineering Portion 75% NTE $50,925)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Local Public Agency	County	Section Number	State Job Number	Project Number
United City of Yorkville	Kendall	21-00052-00-RS	C-93-002-23	AQ5Y(681)

Sample Resolution

RESOLUTION No:_____

A Resolution for:
Section No: _____
Job No.: _____
Project No.: _____

WHEREAS, the [*city, village, town, county*} of _____ is proposing to
_____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *{Board}*:

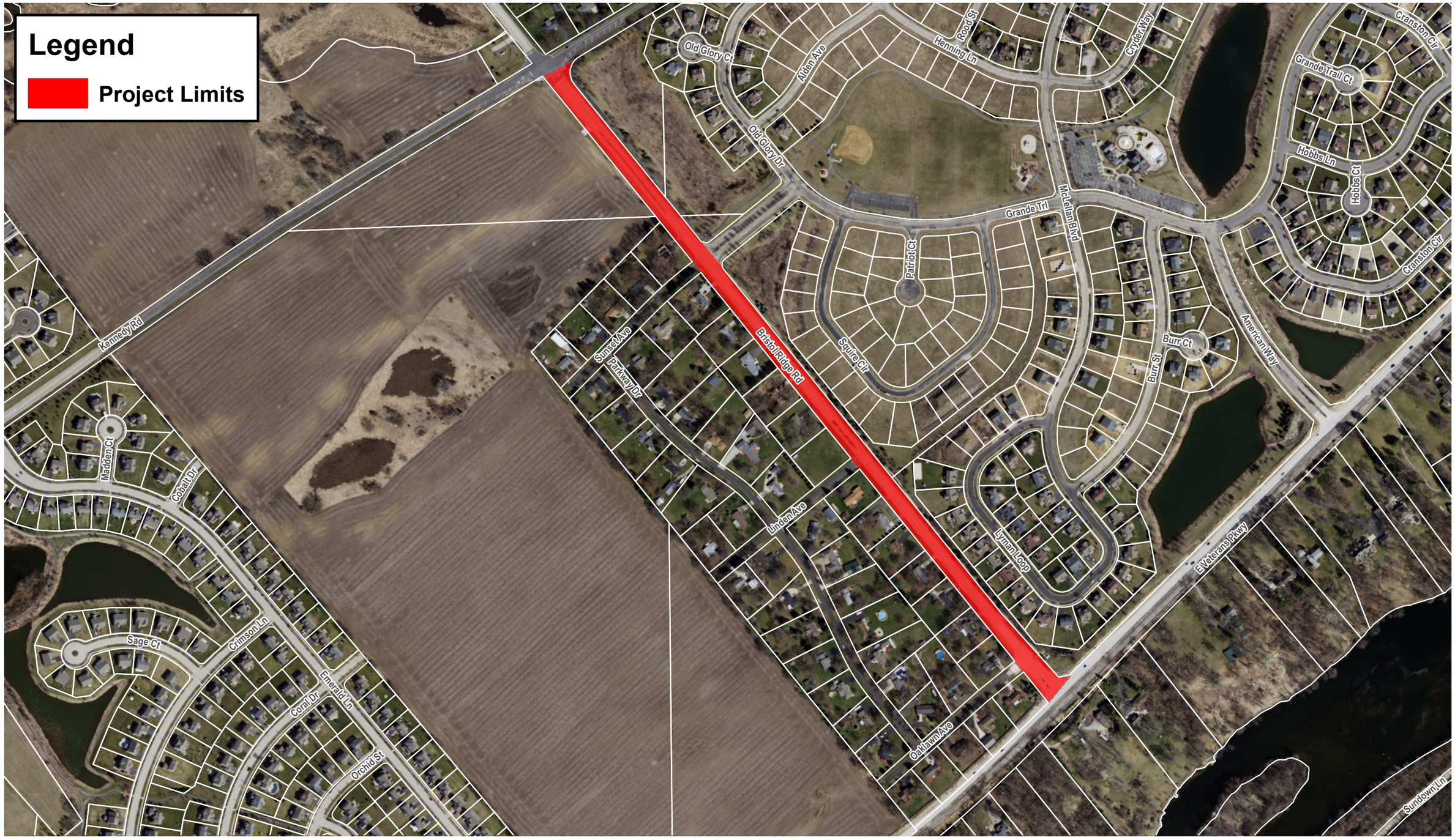
Section 1: The *{Board}* hereby appropriates $_____, _____or as much as may be needed to match the required funding to complete the proposed improvement from *{Local fund source}* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *{Local Official or delegate}* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois , and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.



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

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

NO.	DATE	REVISIONS

DATE: FEBRUARY 2020
PROJECT NO.: YO2004
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2011\
FILE: YO2004_W Fox St

400 200 0 400 Feet

BRISTOL RIDGE ROAD LOCATION MAP

N

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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2022-43

Agenda Item Summary Memo

Title: Mailbox Reimbursement Policy Amendment

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-43

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date:
Subject:

Summary

Review of a change in the amount of the reimbursement under the City's mailbox replacement policy.

Background

In 2006, the City Council approved a mailbox reimbursement policy which covers City reimbursement of mailbox damage during snow removal operations. This policy has been used ever since, with no change in the value of the reimbursement at $75. During the 2021/2022 winter season, the City had a handful of direct mailbox strikes, and the receipts generated by residents to replace the mailbox were much greater than $75. In most cases, these receipts were between $150 and $200.

Recommendation

We've drafted an amendment to the mailbox reimbursement policy to change the reimbursement amount to account for inflation between 2006 and current, and then to peg the amount to inflation going forward. We think this is a reasonable change to the policy and staff recommends its approval.

Resolution No. 2022-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE MAILBOX STANDARDS AND REPLACEMENT POLICY

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 City desires to amend the reimbursement rate of the Mailbox Standards and Replacement Policy due to inflation; and,

WHEREAS, it has been determined to be in the best interests of the City to amend the Mailbox Standards and Replacement Policy, in the form attached hereto in Exhibit "A".

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

1. That the Mailbox Standards and Replacement Policy approved pursuant to Resolution No.2006-13 passed on February 28, 2006 is hereby repealed; and
2. That the Mailbox Standards and Replacement Policy in the form set forth on Exhibit "A" attached hereto and incorporated herein are hereby adopted.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

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

United City of Yorkville
Mailbox Standards and Replacement Policy

Mailbox Standards

The United City of Yorkville follows the guidelines set forth by the United States Postal Service regarding mailbox placement and standards. (Exhibit 1) The full version of the document is United States Postal Service Bulletin 21997 (5-6 9- 9).

Mailbox Replacement
Criteria for mailbox replacement

1. Mailbox must meet City standards for installation and material.

2. Only mailboxes that are struck directly by a City vehicle or piece of equipment will be eligible for replacement. Damage caused by snow will not be eligible for replacement.

Mailbox Replacement Procedure

1. Resident must notify the Public Works Department within three (3) days of the occurrence. During this time, a temporary mailbox will be placed until a determination can be made as to whether or not the City is responsible.

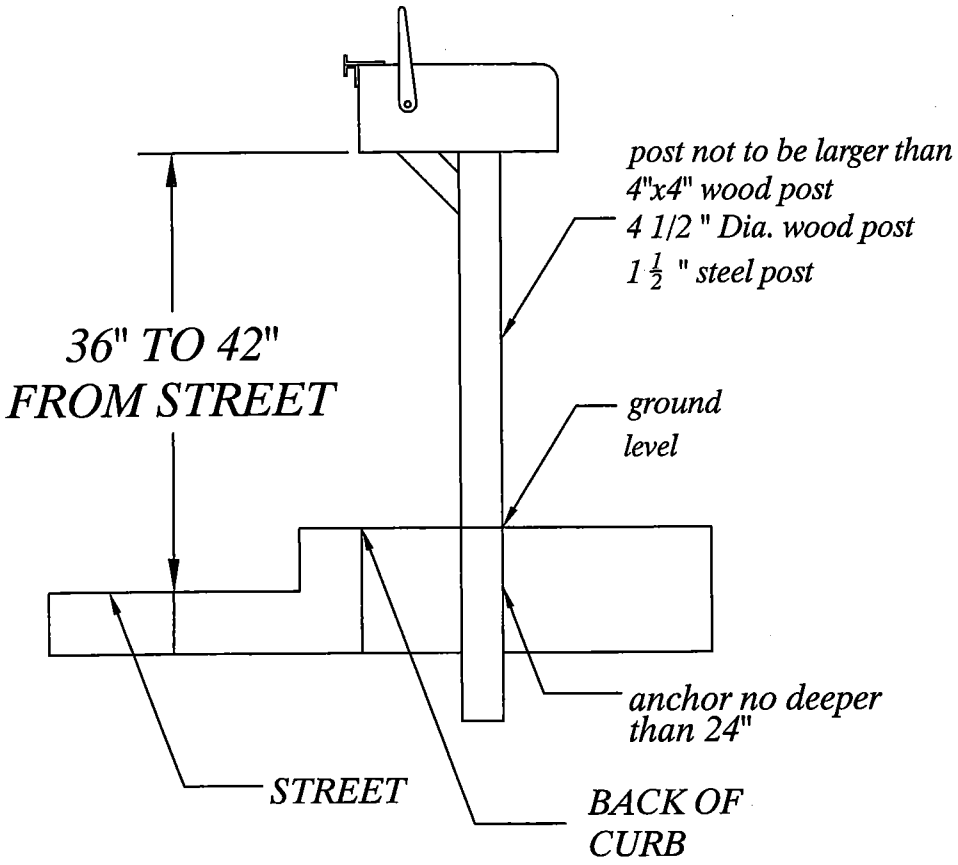
2. A Public Works representative will inspect the mailbox and make a determination as to whether or not the mailbox was properly installed, the material was in good condition, and if it was struck by a city vehicle.

3. If the determination is made that the City is responsible for replacement of the mailbox, the homeowner is eligible for reimbursement of up to $125.00 for material to replace the mailbox, said amount increased or decreased annually pursuant to the consumer price index for the prior calendar year. Reimbursement may be submitted to the City after the homeowner installs a new mailbox and it is inspected by a Public Works representative.

4. If it is determined that the City is not responsible for the damage, it will be the homeowner's responsibility to replace the mailbox following City Standards.

UNITED CITY OF YORKVILLE

STANDARDS FOR MAILBOX PLACEMENT



1. *Mailbox height is 36" to 42" measured from the bottom of the mailbox to street level.*
2. *The front of the mailbox may NOT extend beyond the back of the curb or overhang the curb or street. A 6" setback measured from the back of the curb to the front of the mailbox is suggested. However, the front of the mailbox should NOT be greater than 6" from the back of the curb.*
3. *UNACCEPTABLE SUPPORT STRUCTURES*

Brick	*Concrete*
Block	*Masonry Columns*
Stone	*Large Dimensional Lumber or Steel*

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

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2022-44

Agenda Item Summary Memo

Title: Park and Freemont Street Stop Sign

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-44

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

Ordinance No. 2022-_____

**ORDINANCE OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS
AMENDING THE TRAFFIC SCHEDULE AND INDEX**

WHEREAS, the United City of Yorkville, Kendall County, Illinois, has designated certain intersections within the City as stop intersections and has identified the corner for placement of stop signs at such intersections; and,

WHEREAS, after extensive investigation and study of traffic patterns, it has been determined that additional intersections should be designated as stop intersections; and,

WHEREAS, the additional stop intersections, as hereinafter set forth, have been determined to be in conformance with the current Manual on Uniform Traffic Control Devices.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the traffic schedule and index regarding stop-sign control is hereby amended by revising the following:

Section I. The Traffic Schedule and Index regarding Stop-Sign Control is hereby amended by adding the following as a Four-Way Stop Intersection:

1) Intersection of Park Street and Freemont Street

Section II. 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. 2022.

_____
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

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

Agenda Item Number

Consent Agenda #8

Tracking Number

PW 2022-45

Agenda Item Summary Memo

Title: Supplemental MFT Resolution for Bulk Rock Salt

Meeting and Date: City Council – May 24, 2022

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

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-45

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

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

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 10, 2022
Subject: MFT resolution for bulk rock salt purchase

Summary

As with any MFT project, a resolution is required to be submitted to IDOT for approval.

Background

Each year we must submit to IDOT our intent (or not) to purchase salt through them. This year staff is requesting a maximum purchase of 2160 tons of salt @ $95.00 per ton. The price is a conservative estimate based on last years price, the volatility of the market, and the high inflation.

In years past, we have been allowed to roll over our contract for 1 year to hold the price steady. This option was NOT offered this year. I took this into consideration when estimating the price as well. Our price last year was $60.79 per ton which was up approximately $15/ton from the previous year. My instinct tells me that, if they don't offer a roll over to hold the current price, they are expecting a significant price increase and do not think the salt vendors will honor the lower prices. To put it bluntly, I am preparing for the worst.

On a positive note, if the salt bids come in lower than anticipated, we will have more money in the MFT account next year to put towards other projects.

Recommendation

Staff recommends approval of this resolution.

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Supplemental	23-00000-00-gm

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

Two Hundred Five Thousand Two Hundred Dollars ($205,200.00)

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

05/01/22 (Beginning Date) to 04/30/23 (Ending Date).

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

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

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

I _____ (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Yorkville (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Yorkville (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Instructions for BLR 14220

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

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

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

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

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

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Supplemental

Estimate of Cost for: Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
City of Yorkville	Kendall	23-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	ton	2,160	$95.00	$205,200.00	$205,200.00
						Total Operation Cost		$205,200.00

Estimate of Maintenance Costs Summary

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

Estimated Maintenance Eng Costs Summary

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

Remarks

SUBMITTED

Local Public Agency Official | Date

Title

County Engineer/Superintendent of Highways | Date

APPROVED

Regional Engineer
Department of Transportation | Date

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

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

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

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

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

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

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

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

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

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

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

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

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

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

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

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

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

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

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

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

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

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

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/ superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

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

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File

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

Agenda Item Number

Consent Agenda #9

Tracking Number

PW 2022-46

Agenda Item Summary Memo

Title: Leak Detection Survey Proposal

Meeting and Date: City Council – May 24, 2022

Synopsis: Proposed contract to survey 100 miles of water main for leaks

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-46

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

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

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 10, 2022
Subject: Leak Detection Survey Contract

Summary

Staff is proposing a sole source contract for a leak detection survey with M.E. Simpson for our water system.

Background

Staff had programmed a leak detection survey in FY 22, FY 23, and FY 24 to have all 150 miles of water main surveyed for leaks. We did this to break up cost and to give the water department a chance to repair all the leaks before the next survey.

A 50 mile survey was performed this past winter by M.E. Simpson and an astonishing 24 leaks were found. The strange thing is that the worst leaks were found on newer pipe and hydrants. Out of the 24 leaks, 16 of the worst leaks have been repaired, 3 other leaks were able to be isolated and shut down. This leave only 5 smaller leaks that are live and still need to be repaired.

The number of leaks is reason for some concern due to water loss and revenue loss. It is not a doomsday scenario, but there are more leaks then expected. According to our vendor, they estimate we were losing almost 121,000 gallons a day. If this number is accurate, we are losing 43,800,000 gallons per year. This means that we are losing production cost of $21,000 and the potential sales loss on this water is a staggering $237,500 per year at our current rates. The non-revenue water loss is the key component of this survey. If we take an average day in April 2022, we pumped 1,609,913 gallons per day. This means that our non-revenue water loss is 7.5% of our average day. If we can reduce our non-revenue water loss by 7.5%, we will be under the 10% threshold that IDNR places on Lake Michigan water users. If we stay under the 10% threshold, we will not need to submit a non-revenue water loss prevention plan each year to IDNR, and we will not have to be as aggressive with our water main replacement program. We would still have to replace old water mains, but we would not have to replace as many in a shorter period of time to get under the 10% threshold. In turn, this would show a large savings in the water fund over time. Instead of spending an additional $500,000-$1,000,000 on water main replacement, we will spend approximately $40,000 on leak detection surveys every year and an additional ~$30,000 on repairs. Even if we spend an additional $100,000 per year on leak detection and repairs it is still much more cost effective than spending that extra money on main replacement.

For these reasons, I asked M.E. Simpson to send us a proposal to conduct a leak survey on the balance of our mains which is approximately 100 miles. When the water department obtained quotes for the last survey, M.E. Simpson was not the low quote, but we decided on them for the quality of their work and the thoroughness of their work compared to the other vendor. We did ask for a quote from a third vendor, but they declined because their specialty is more the emergency leak locates, not the system wide surveys. We have used M.E. Simpson in

the past for emergency locates as well and have always had good luck. I have attached the proposal for your review as well.

This money has been budgeted in the approved FY 23 budget in the professional services line item of the water operations fund.

Recommendation

I recommend that we approve the proposal from M.E. Simpson in the amount of $23,500 to conduct a water leak survey on 100 miles of city owned water main and authorize the Public Works Director to execute the contract.

April 4, 2022

Mr. John Bauer
Water Distribution Foreman
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer

M.E. Simpson Co., Inc. is pleased to present the City of Yorkville our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joe.Nepras@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- All Field Staff will have readily observable identification badges worn while in the field.
- The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital**, **TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- **RADIO Detection** Line Locators.
- **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- **All necessary valve keys and hand tools**
- Truck mounted arrow board/signage and warning lights.
- Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the “Project Approach”. By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

“Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not "masking" another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined."

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.

Effective communication…

accurate documentation…

Insuring the success for the leak survey

- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- **The Project Manager will** meet with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
    1. Mechanical deficiencies discovered
    2. Mapping errors on the water atlas
    3. Type of monitored appurtenances
    4. Location of same for leaks discovered
    5. Total estimated loss

- **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

  A cost benefit analysis of the survey based on the "cost to produce" water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. **This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.**

Assumptions & Services Provided by the Utility

- The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an "as needed" basis.
- The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- Any listening points located in a **"confined space"** such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA**.
  - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA**.
  - All personnel are **trained and certified** in First Responder First Aid & CPR.
- We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**

- All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2022) for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Yorkville's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Yorkville. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **100** miles of watermain within the City of Yorkville's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

2022 Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum) **$23,500.00****

****Any water main surveyed in addition to the above **100** original miles of watermain will be surveyed at the rate of **$235.00** per mile of pipe.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

M.E. SIMPSON Co., Inc.

WATER SYSTEM SPECIALISTS

City of Yorkville, IL

Water Distribution System Leak Survey

2022 Summary Report



3406 Enterprise Ave
Valparaiso, IN 46383

800.255.1521
mesimpson.com

March 28, 2022

Mr. John Bauer
Water Division Foreman
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: REPORT FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer,

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. These **"Professional Services"** offered by M. E. Simpson Company are designed to aid a utility in reducing non-revenue water and enhance distribution system performance.

M. E. Simpson Company is pleased to submit this report of our leak detection survey for the City of Yorkville. This survey addressed the Yorkville water distribution system, consisting of approximately 56 miles of water main. The report contains the results of our investigation that includes the following:

1. A DESCRIPTION OF THE AREA SURVEYED.
2. METHODOLOGY OF THE SURVEY.
3. A LIST OF LEAKS AND TYPE OF LEAK LOCATED.
4. GENERAL RECOMMENDATIONS BASED ON OUR INVESTIGATION.

DESCRIPTION OF THE AREA SURVEYED

Approximately 295,680 lineal feet were surveyed as part of the system investigation. This included all fire hydrants, all accessible mainline valves and selected services.

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 T
888.531.2444 F

Joe.Nepras@mesimpson.com

LEAKAGE LOCATED

All water mains within the Project area were surveyed and 24 leaks were located. These leaks have been grouped as follows: Main Line Leak - 5, Service Line Leak - 4, Fire Service Leak -0, Valve Leak - 0, Hydrant Leak - 15, Other Type Leak - 0. All of these leaks have been verbally report to your office with these locations, so many have probably been repaired already. Following are the leak locations with an estimated GPD (Gallons Per Day) leakage potential.

Type	Location			SIZE
Northing	Easting	GPS Date	GPS Time	
Main Line	143 Garden Street see enclosed diagram			28,800 GPD
Main Line	1189 Walsh Drive see enclosed diagram			7,200 GPD
Main Line	201 Main Street see enclosed diagram			7,200 GPD
Main Line	605 State Street see enclosed diagram			7,200 GPD
Main Line	Raintree Road & Stagecoach Trail see enclosed diagram			7,200 GPD
Service Line	209 Center Street see enclosed diagram			7,200 GPD
Service Line	702 Main Street see enclosed diagram			7,200 GPD
Service Line	71 Trillium Court see enclosed diagram			7,200 GPD
Service Line	864 Heartland Drive see enclosed diagram			7,200 GPD
Hydrant	1095 Auburn Drive see enclosed diagram			4,320 GPD
Hydrant	1995 Meadowlark Court see enclosed diagram			4,320 GPD
Hydrant	610 White Oak Way see enclosed diagram			2,880 GPD

Type	Location			SIZE
Northing	Easting	GPS Date	GPS Time	
Hydrant	7250B State Route 47 see enclosed diagram			2,880 GPD
Hydrant	Bridge Street & Greenbriar Road see enclosed diagram			2,880 GPD
Hydrant	Church Street & Spring Street see enclosed diagram			2,880 GPD
Hydrant	Marketplace Drive & Veterans Parkway see enclosed diagram			2,880 GPD
Hydrant	1010 Game Farm Road see enclosed diagram		**Fixed**	1,440 GPD
Hydrant	1203 Badger Street see enclosed diagram		**Fixed**	1,440 GPD
Hydrant	1208 Badger Street see enclosed diagram		**Fixed**	1,440 GPD
Hydrant	1267 Walsh Drive see enclosed diagram			1,440 GPD
Hydrant	5111-5134 Marketplace Drive see enclosed diagram			1,440 GPD
Hydrant	577 Barberry Circle see enclosed diagram			1,440 GPD
Hydrant	603 River Birch Drive see enclosed diagram			1,440 GPD
Hydrant	Walsh Drive & Greenbriar Road see enclosed diagram			1,440 GPD
24 Leaks Located	**ESTIMATED LEAKAGE TOTAL**			**120,960 GPD**

METHODOLOGY

Your survey was conducted using the latest state of the art leak computers; the **FLUID CONSERVATION SYSTEMS' FCS Accu-Corr / Digi-Corr / Tri-Corr Touch, Vivax Metrotech HL6000 leak correlator or Echologics LeakfinderRT Hydrophone Correlator**. The **FCS S-30** or **Gutermann Aquascope** is a tool used as an electronically enhanced listening device. These electronic instruments are microprocessor units that measure the time it takes the sound of the leak to travel from the leak to the point where the leak correlator is connected to the water line. By connecting the leak correlator to the water line at two locations, it will compute the distance from the leak to each connection point thus enabling us to determine the exact leak location. Our experienced technicians used these devices, along with the **S-30** electronically enhanced listening device, or the **Gutermann Aquascope** electronic listening device, as listening equipment to survey your pipeline network. Each hydrant and accessible valve was used as listening points to identify leaks. Selected services and b-boxes were used on an as needed basis to keep the listening distances under five hundred feet (500'). **"Pin-Pointing"** of the leak, as well as locating leaks that other methods fail to reveal was also done with this equipment.

LEAK QUANTITIES

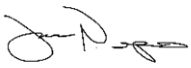
Quantifying leaks is difficult because there is not any accurate means of doing so. Pipe material, size of the leak, system pressure, soil material and water table will affect the noise that a leak makes. Small leaks under high system pressure will make more noise than a large leak under low system pressure. However, the above leaks are of sufficient noise levels that the above estimates should be very conservative. Using a production price of $0.48 per thousand gallons, these leaks were costing your utility in excess of $58.06 per day or $21,192.19 annually. Using a sale price of $5.38 per thousand gallons, these leaks were costing your utility in excess of $650.76 per day or $237,529.15 annually. It's obvious that this Leak Survey Program has proven to be cost effective. Naturally the main line leaks have the greatest potential for loss followed by service line, valves, and finally hydrants. Once leaks have been repaired, we would recommend that the Utility compare pumping rates before and after. This information will be more meaningful and accurate.

RECOMMENDATIONS

This survey confirms that the City of Yorkville's water distribution system will benefit from this project by a reduction in underground leakage. There is always a concern over the cost effectiveness of leak detection because of the uncertainty of the number of leaks located. However, with your present cost of water and the discovery of these 24 leaks, the cost of this 2022 leak survey will pay for itself within 7 months. It only takes a recovery of about 62,785 gallons per day on an annual basis (62,785 gallons per day is only 43.6 gallons per minute throughout your entire water distribution system) to recover your investment. We would recommend that you conduct a Leak Survey Program every year. This recommendation becomes more critical as your cost of water increases.

We appreciate your cooperation and that of the utility staff who were available to answer our questions during this project. If you have any questions with the information in this report, please do not hesitate to contact us.

Sincerely Yours,



Joe Nepras
Regional Manager

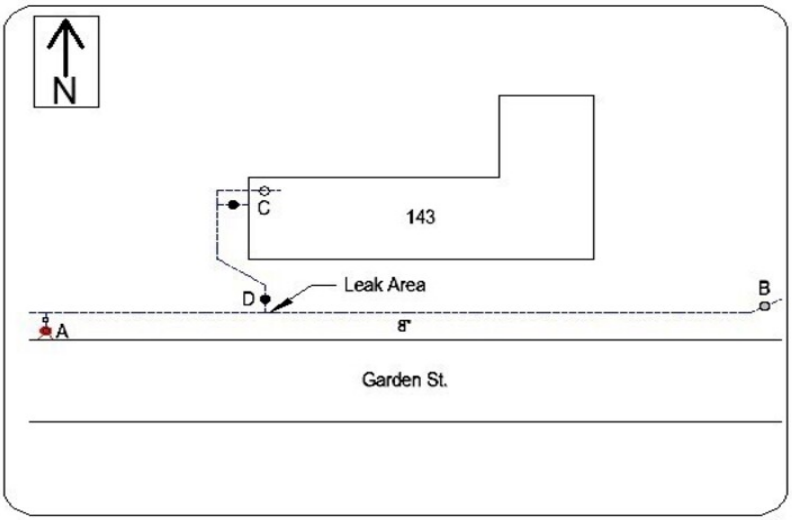
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	11:02 AM
Date:	February 07, 2022	**Tech:**	Chris H. & Gerald M.
Address:	143 Garden Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	299' from A to B / 192' from A to C		
Connection point:	A= Hydrant	**Connection point:**	B= Main Line Valve
Connection point:	C= Service Line Inside 143	**Connection point:**	D= Fire Line Valve
Leak Location:	46' from A		
Comments:	This is a leak on an 8" main. Our correlations put us near "D". We shut off the line and the noise continued.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

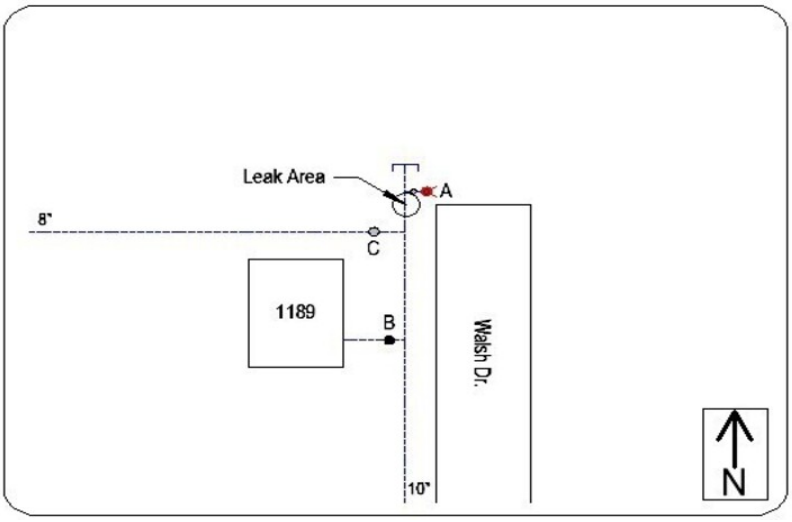
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	3:12 PM
Date:	February 15, 2022	**Tech:**	Chris H. & William W.
Address:	1189 Walsh Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	28' from A to B / 35' from A to C		
Connection point:	A= Hydrant	**Connection point:**	B= Main Line Valve
Connection point:	C= Main Line Valve		
Leak Location:	4' from A		
Comments:	This is a leak on a 10" main, near a dead end line hydrant. We closed the hydrant auxiliary valve to confirm the leak is not on the hydrant.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

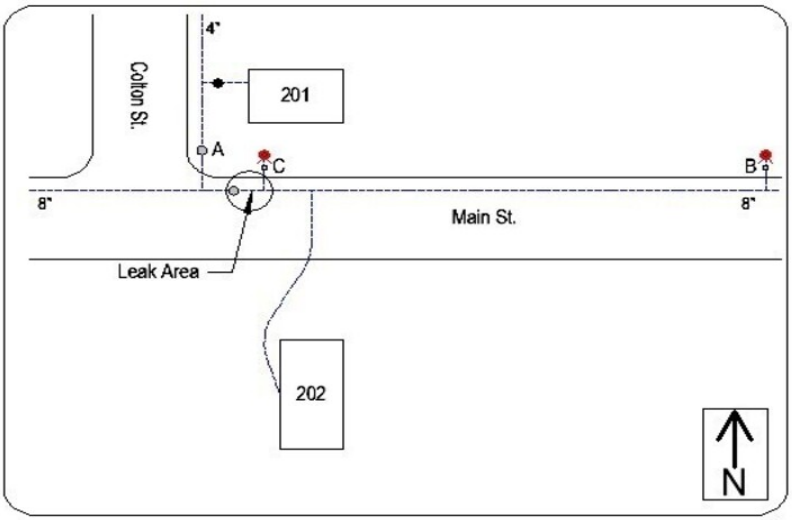
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	10:20 AM
Date:	March 03, 2022	**Tech:**	Chris H. & Daniel G.
Address:	201 Main Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	528' from A to B / 57' from A to C		
Connection point:	A= Main Line Valve	**Connection point:**	B= Hydrant Auxiliary Valve
Connection point:	C= Hydrant Auxiliary Valve		
Leak Location:	5' from C		
Comments:	This is a leak on a hydrant leg or on a main line valve. Our correlations puts us at both points when correlating. We closed the hydrant auxiliary valve and the noise continued.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

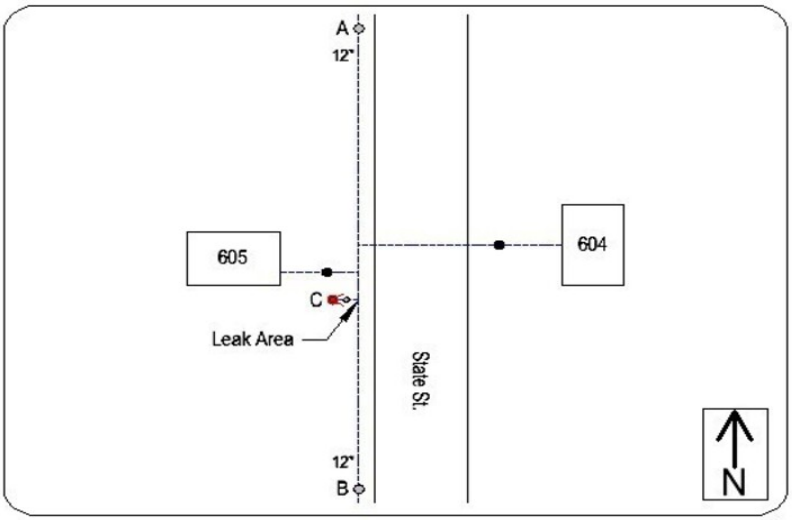
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	2:38 PM
Date:	February 23, 2022	**Tech:**	Chris H. & Daniel G.
Address:	605 State Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	326' from A to B / 169' from A to C		
Connection point:	A= Main Line Valve	**Connection point:**	B= Main Line Valve
Connection point:	C= Hydrant		
Leak Location:	166' from A		
Comments:	This is a leak on a 12" main. Our correlation brings us to where the hydrant ties into the 12" main. We closed the hydrant auxiliary valve and the noise continued. The area services are quiet.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

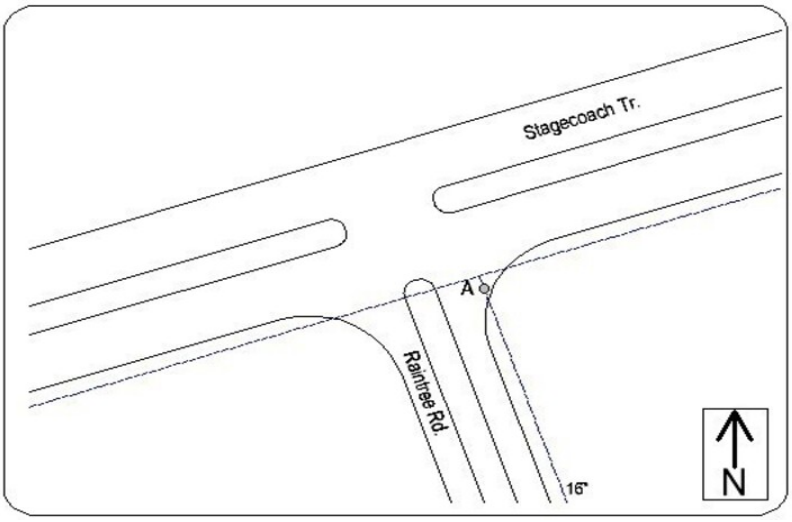
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	11:35 AM
Date:	January 10, 2022	**Tech:**	Chris H. & Gerald M.
Address:	Raintree Road & Stagecoach Trail		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Main Line Valve
Leak Location:	0' from A
Comments:	This is a leak on a main line valve.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

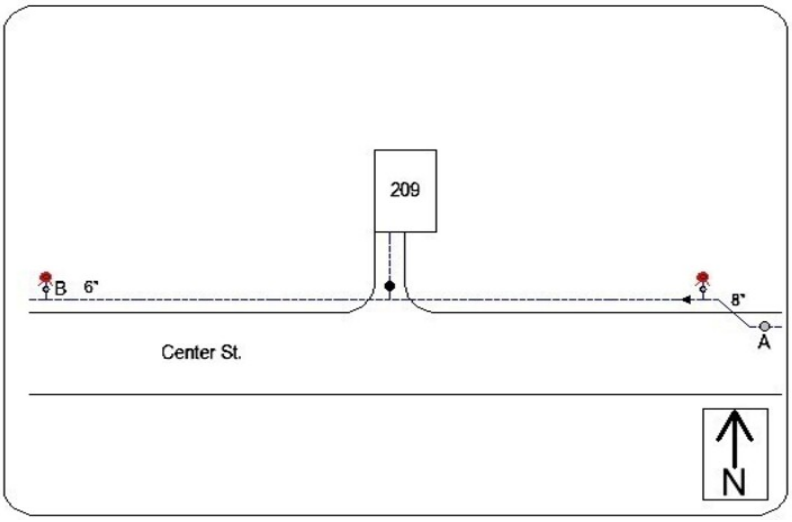
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	2:30 PM
Date:	February 28, 2022	**Tech:**	Chris H. & Daniel G.
Address:	209 Center Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	498' from A to B		
Connection point:	A= Main Line Valve	**Connection point:**	B= Hydrant
Leak Location:	157' from A		
Comments:	This is a leak at or near the service to 209 Center Street. We are unable to determine where the service is because it is damaged and is unable to be keyed. The service is in a gravel driveway, and near a new sidewalk that was put in.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

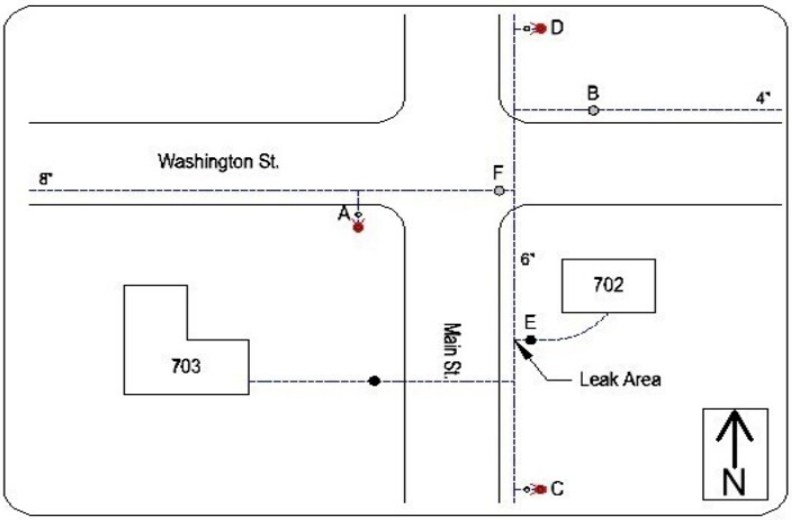
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	12:19 PM
Date:	March 03, 2022	**Tech:**	Chris H. & Daniel G.
Address:	702 Main Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	129' from A to B / 470' from C to D / 99' from E to F		
Connection point:	A= Hydrant Auxiliary Valve	**Connection point:**	B= Main Line Valve
Connection point:	C= Hydrant	**Connection point:**	D= Hydrant
Connection point:	E= Service to 702	**Connection point:**	F= Main Line Valve
Leak Location:	12' from E		
Comments:	This is a leak at or near the service corporation to 702 Main Street. We shut off the service to make sure the leak is on the city side.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

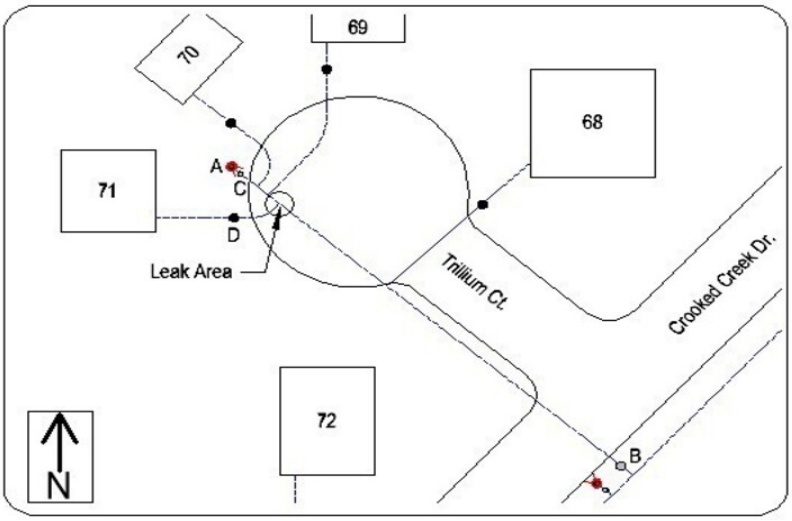
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	2:24 PM
Date:	February 16, 2022	**Tech:**	Chris H. & Daniel G.
Address:	71 Trillium Court		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	230' from A to B / 227' from B to C / 227' from B to D		
Connection point:	A= Hydrant	**Connection point:**	B= Main Line Valve
Connection point:	C= Hydrant Auxiliary Valve	**Connection point:**	D= Service to 71
Leak Location:	25' from D		
Comments:	This is a leak at or near the service corporation to 71 Trillium Court. The service has noise, but the correlation puts us 2' southeast of the corporation. Both marks are within our box.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

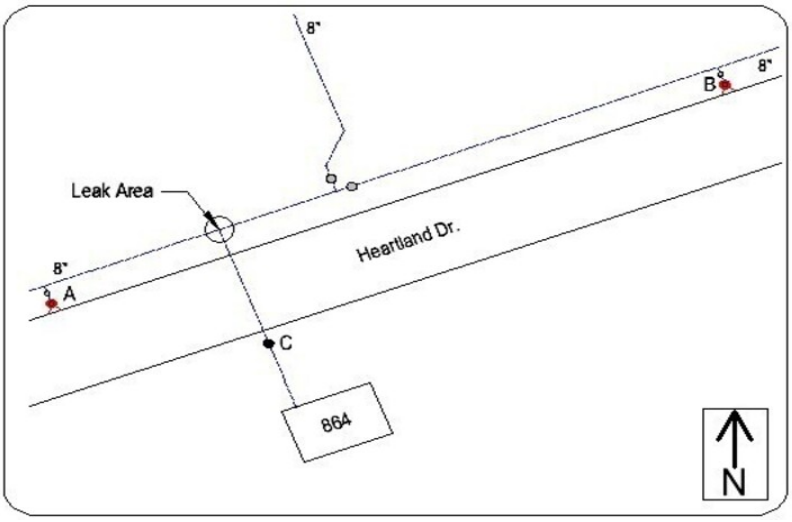
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	12:06 PM
Date:	March 07, 2022	**Tech:**	Chris H. & Daniel G.
Address:	864 Heartland Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	282' from A to B / 120' from A to C		
Connection point:	A= Hydrant	**Connection point:**	B= Hydrant
Connection point:	C= Service to 864		
Leak Location:	48' from C		
Comments:	This is a leak at the service corporation to 864 Heartland Drive. The service is extremely loud, and both correlations brought us to the corporation.		

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

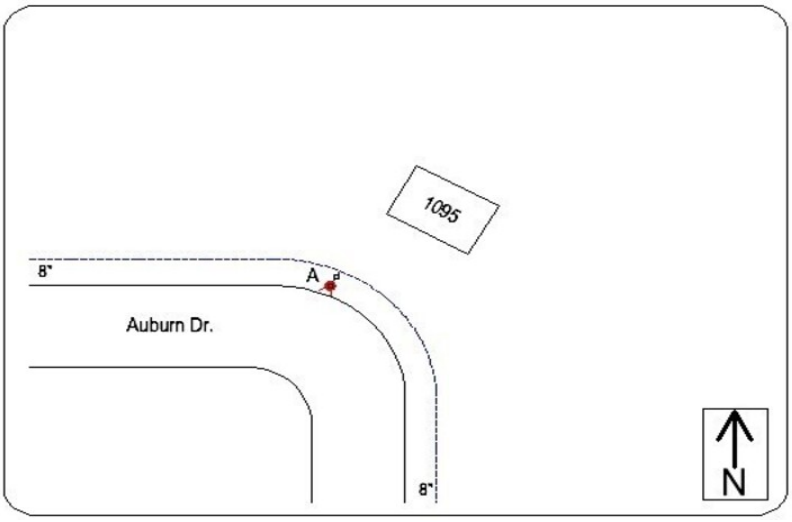
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	11:20 AM
Date:	February 25, 2022	**Tech:**	Chris H. & Daniel G.
Address:	1095 Auburn Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We can hear the leak without a listening device. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

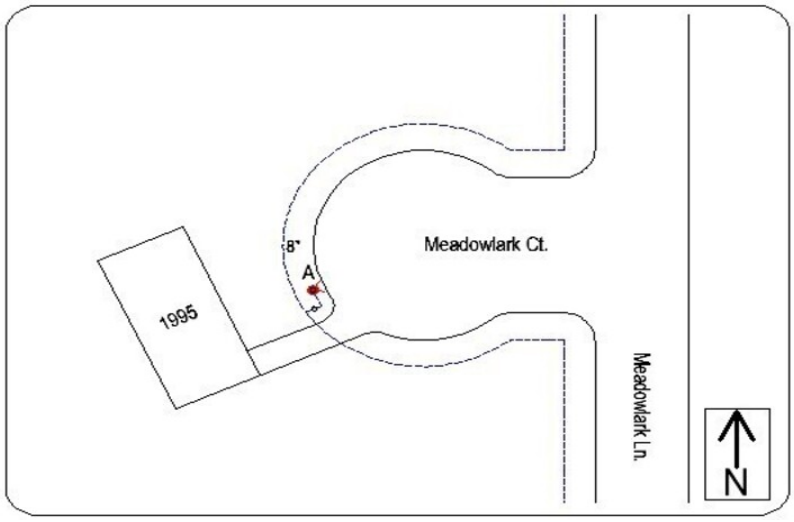
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:54 PM
Date:	January 13, 2022	**Tech:**	Chris H. & Gerald M.
Address:	1995 Meadowlark Court		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We tightened the hydrant operating nut and the noise continued. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

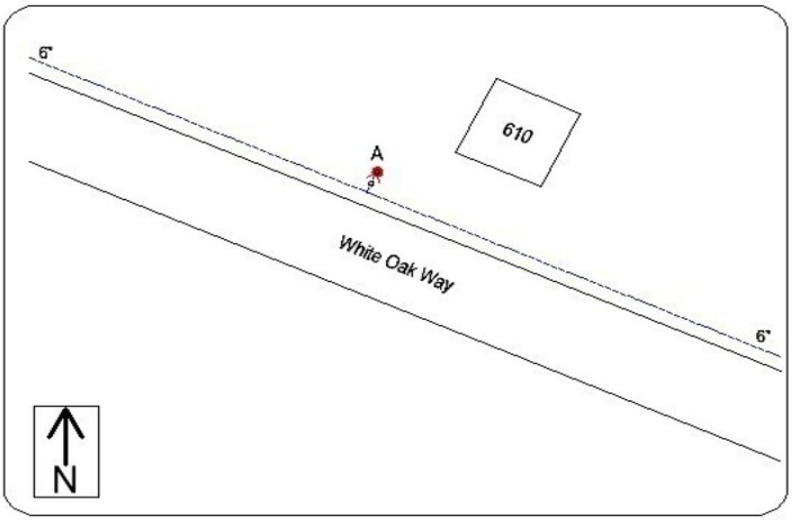
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:20 PM
Date:	February 17, 2022	**Tech:**	Alfred K. & Jerrell R.
Address:	610 White Oak Way		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

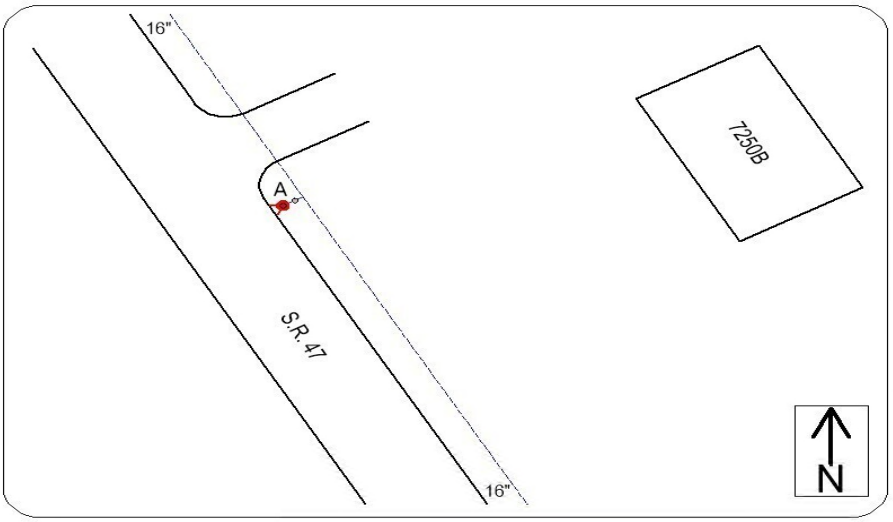
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	11:15 AM
Date:	January 20, 2022	**Tech:**	Chris H. & Gerald M.
Address:	7250B State Route 47		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. The water department shut off the hydrant auxiliary valve and the noise quit. They kept the hydrant off and marked it out of service.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

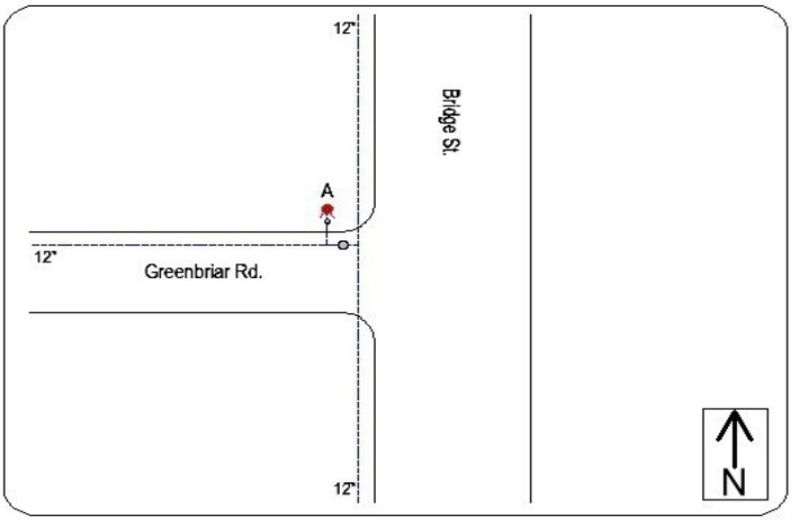
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:30 PM
Date:	March 03, 2022	**Tech:**	Chris H. & Daniel G.
Address:	Bridge Street & Greenbriar Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returns.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

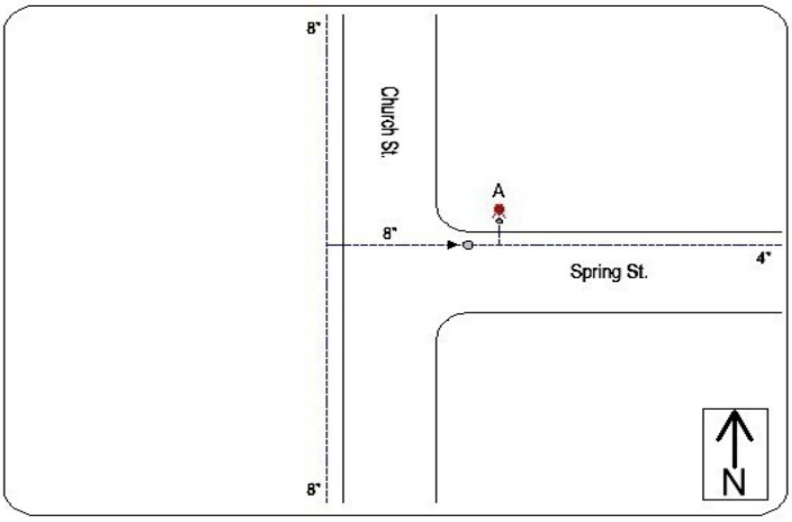
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	10:35 AM
Date:	March 03, 2022	**Tech:**	Chris H. & Daniel G.
Address:	Church Street & Spring Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

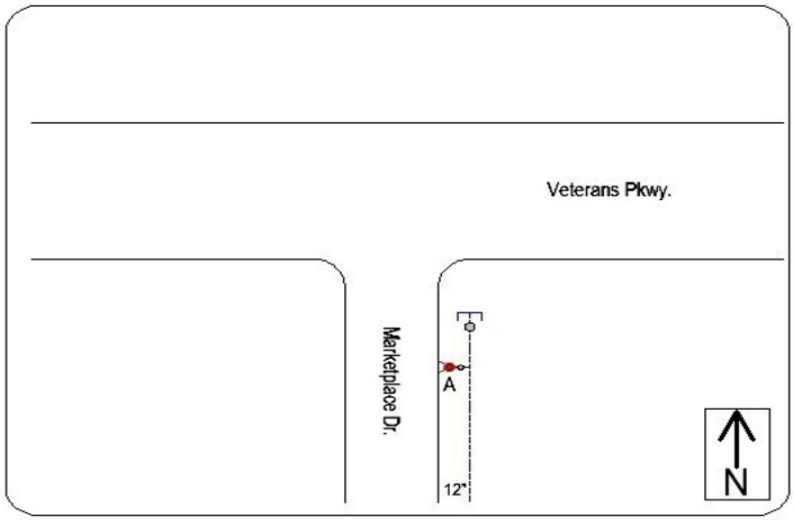
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	12:40 PM
Date:	March 04, 2022	**Tech:**	Chris H. & Daniel G.
Address:	Marketplace Drive & Veterans Parkway		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

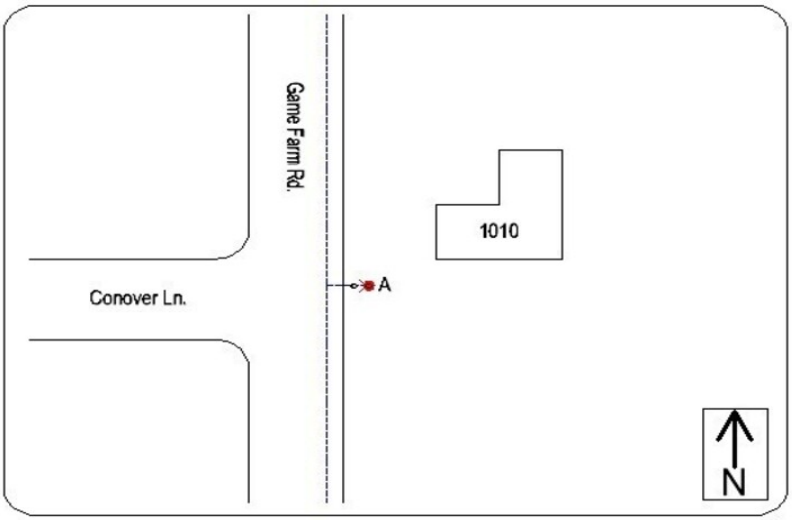
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:02 PM
Date:	March 07, 2022	**Tech:**	Chris H. & Daniel G.
Address:	1010 Game Farm Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

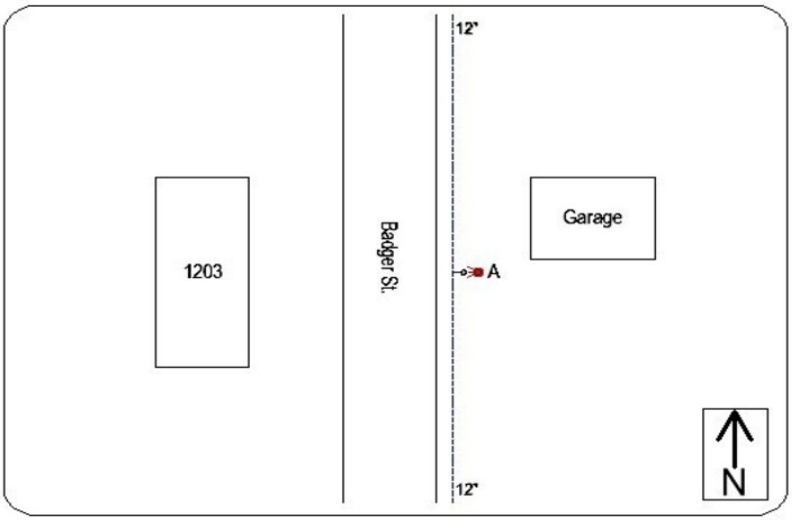
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	2:09 PM
Date:	February 15, 2022	**Tech:**	Chris H. & William W.
Address:	1203 Badger Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

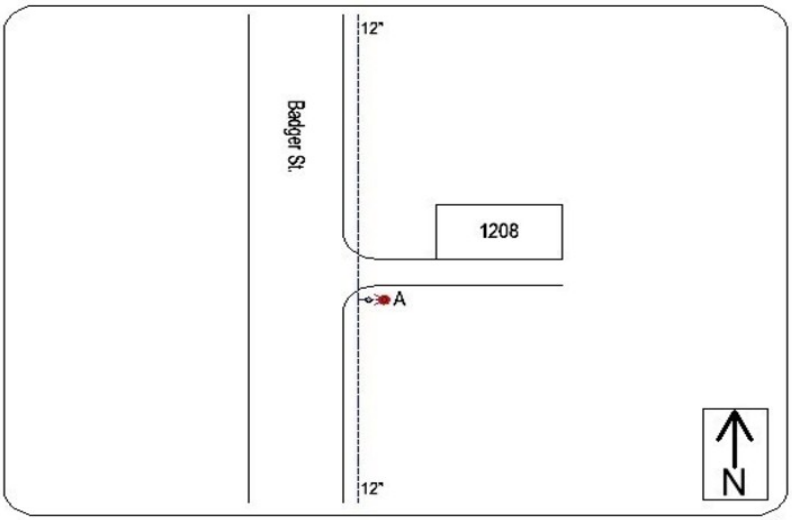
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:58 PM
Date:	February 15, 2022	**Tech:**	Chris H. & William W.
Address:	1208 Badger Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

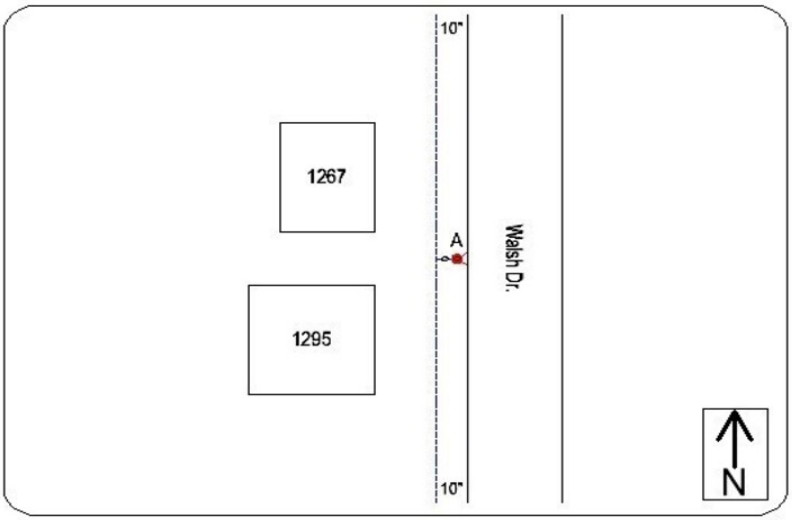
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:40 PM
Date:	March 03, 2022	**Tech:**	Chris H. & Daniel G.
Address:	1267 Walsh Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned. We found the auxiliary valve 12 turns closed, but it is now fully open.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

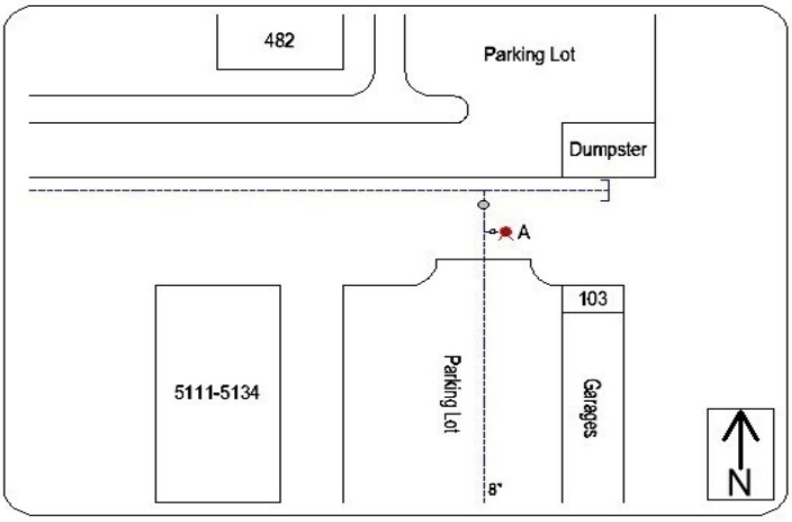
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:10 PM
Date:	March 04, 2022	**Tech:**	Chris H. & Daniel G.
Address:	5111-5134 Marketplace Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

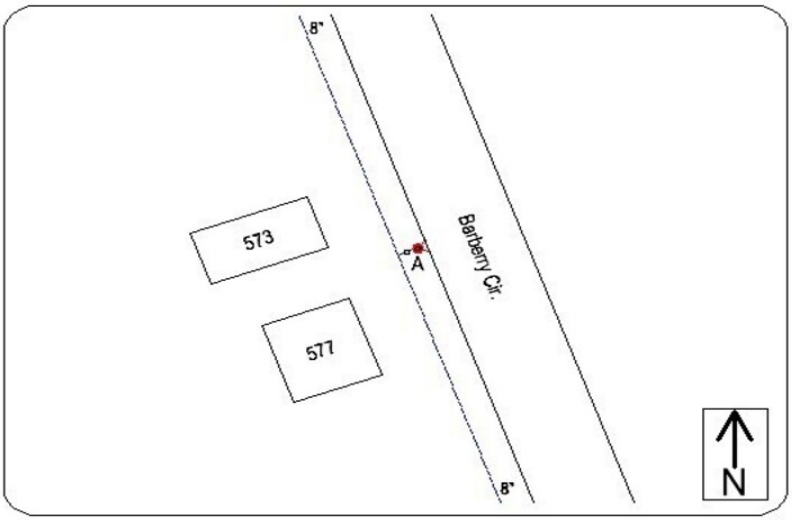
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:14 PM
Date:	February 17, 2022	**Tech:**	Chris H. & Daniel G.
Address:	577 Barberry Circle		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

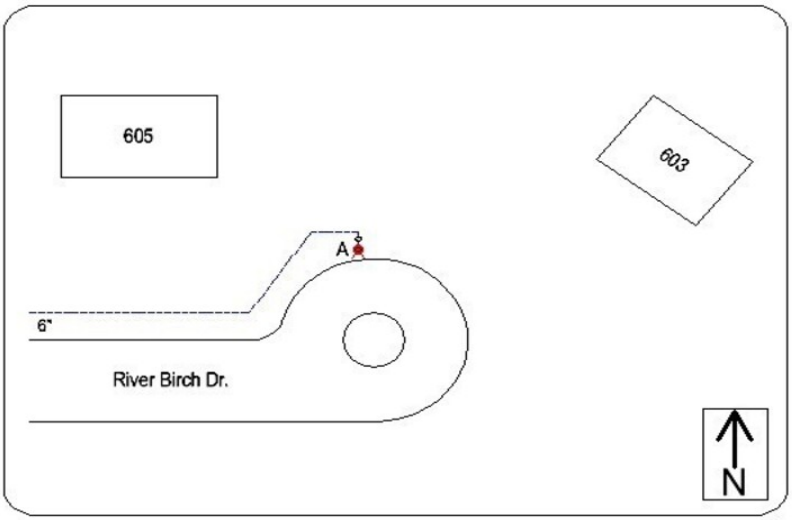
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	11:50 AM
Date:	February 21, 2022	**Tech:**	Chris H. & Daniel G.
Address:	603 River Birch Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

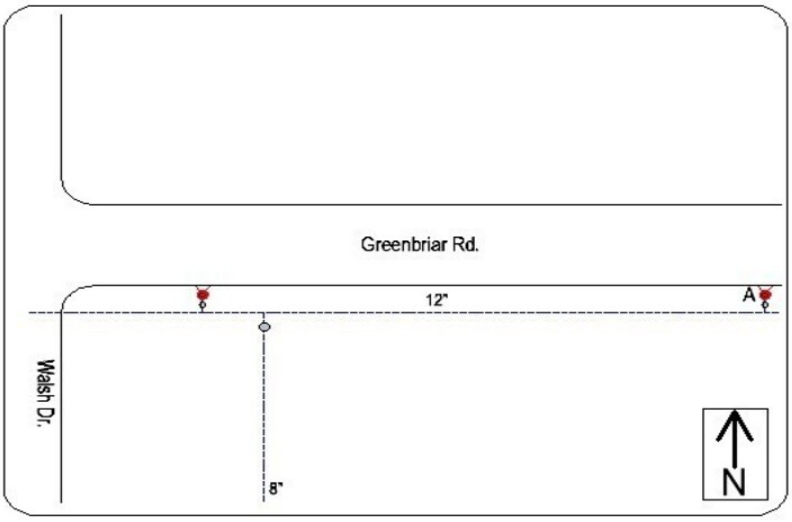
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	**Time:**	1:00 PM
Date:	February 17, 2022	**Tech:**	Chris H. & Daniel G.
Address:	Walsh Drive & Greenbriar Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returns

We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.

M. E. Simpson Company, Inc. - Leak Survey Log

Leak Survey Client:	Yorkville, Illinois	Technicians:	Chris, Daniel, Gerald, William, Alfred, & Jerrell

Map Page or Section #	Street	Cross Street	Date of Initial Listening	Date of Pinpoint	Listening Point (H,V,S,P)	Leak (Y / N)	Leak Fixed? (Y / N)	Leak Type (Main, Service, Hydrant, Valve)	Noise Source (if not a leak)	GPM	Leak DWG # (Field Sheet #)
36	Raintree Road	Stagecoach Trail	1/10/2022	1/10/2022	Valve	Yes	No	Main		5	1
36	Banbury Avenue	Hazeltine Way	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Kingsmill Street	2212 Kingsmill Street	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Banbury Avenue	Kingsmill Street	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Meadowlark Court	1995 Meadowlark Court	1/12/2022	1/13/2022	Hydrant	Yes	No	Hydrant		3	2
35	State Route 47	7250B State Route 47	1/13/2022	1/20/2022	Hydrant	Yes	No	Hydrant		2	3
35	Walsh Drive	Stagecoach Trail	1/20/2022	1/20/2022	Hydrant/ Valve	No			Traffic		
31	Elizabeth Street	219 Elizabeth Street	2/1/2022	2/1/2022	Hydrant	No			Usage		
33	Cornerstone Drive	Westwind Drive	2/1/2022	2/1/2022	Hydrant	No			Usage		
33	Garden Street	143 Garden Street	2/1/2022	2/7/2022	Hydrant/ Service/ Valve	Yes	No	Main		20	4
33	Walsh Drive	Greenbriar Road	2/1/2022	2/17/2022	Hydrant	Yes	No	Hydrant		1	9
33	Bridge Street	Greenbrier Road	2/1/2022	3/3/2022	Hydrant	Yes	No	Hydrant		2	19
33	Badger Street	1208 Badger Street	2/15/2022	2/15/2022	Hydrant	Yes	Yes	Hydrant		1	5
33	Badger Street	1203 Badger Street	2/15/2022	2/15/2022	Hydrant	Yes	Yes	Hydrant		1	6
33	Walsh Drive	1189 Walsh Drive	2/15/2022	2/15/2022	Hydrant/ Valve	Yes	No	Main		5	7
33	Coral Berry Court	1321 Coral Berry Court	2/15/2022	2/15/2022	Hydrant	No			Usage		
33	Barberry Circle	577 Barberry Circle	2/15/2022	2/17/2022	Hydrant	Yes	No	Hydrant		1	10
33	Walsh Drive	1267 Walsh Drive	2/15/2022	3/3/2022	Hydrant	Yes	No	Hydrant		1	20
33	Trillium Court	71 Trillium Court	2/16/2022	2/16/2022	Hydrant/ Service/ Valve	Yes	No	Service		5	8
31	White Oak Way	610 White Oak Way	2/17/2022	2/17/2022	Hydrant	Yes	No	Hydrant		2	11
28	River Birch Drive	603 River Birch Drive	2/21/2022	2/21/2022	Hydrant	Yes	No	Hydrant		1	12
30	Poplar Drive	Stony Creek Lane	2/21/2022	2/21/2022	Hydrant	No			Usage		
31	State Street	605 State Street	2/21/2022	2/23/2022	Hydrant/ Service/ Valve	Yes	No	Main		5	13
31	Bridge Street	Fox Road	2/24/2022	2/24/2022	Hydrant	No			Traffic		

M. E. Simpson Company, Inc. - Leak Survey Log

Leak Survey Client:	Yorkville, Illinois	Technicians:	Chris, Daniel, Gerald, William, Alfred, & Jerrell

Map Page or Section #	Street	Cross Street	Date of Initial Listening	Date of Pinpoint	Listening Point (H,V,S,P)	Leak (Y / N)	Leak Fixed? (Y / N)	Leak Type (Main, Service, Hydrant, Valve)	Noise Source (if not a leak)	GPM	Leak DWG # (Field Sheet #)
31	Main Street	702 Main Street	2/24/2022	3/3/2022	Hydrant/ Service/ Valve	Yes	No	Service		5	18
29	Auburn Drive	1095 Auburn Drive	2/25/2022	2/25/2022	Hydrant	Yes	No	Hydrant		3	14
28	Center Street	209 Center Street	2/28/2022	2/28/2022	Hydrant/ Service/ Valve	Yes	No	Service		5	15
28	Main Street	201 Main Street	2/28/2022	3/3/2022	Hydrant/ Valve	Yes	No	Main		5	16
28	Church Street	Spring Street	3/1/2022	3/3/2022	Hydrant/ Valve	Yes	No	Hydrant		2	17
28	Bridge Street	Main Street	3/1/2022	3/3/2022	Hydrant/ Valve	No			Traffic		
25	Game Farm Road	1010 Game Farm Road	3/2/2022	3/7/2022	Hydrant	Yes	Yes	Hydrant		1	24
26	Marketplace Drive	Veterans Parkway	3/4/2022	3/4/2022	Hydrant/ Service/ Valve	Yes	No	Hydrant		2	21
26	Market place Drive	5111-5134 Marketplace Drive	3/4/2022	3/4/2022	Hydrant	Yes	No	Hydrant		1	22
26	Heartland Drive	864 Heartland Drive	3/7/2022	3/7/2022	Valve	Yes	No	Service		5	23

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

Agenda Item Number

Consent Agenda #10

Tracking Number

PS 2022-16

Agenda Item Summary Memo

Title: License Plate Recognition (LPR)

Meeting and Date: City Council – May 24, 2022

Synopsis: Discussion regarding the Kencom generated License Plate Recognition (LPR) Program and how the Yorkville Police Department plans to control and limit access within the United City of Yorkville.

Council Action Previously Taken:

Date of Action: PS – 05/17/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PS 2022-16

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: James Jensen (Name) Chief of Police (Department)

Agenda Item Notes:

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

Memorandum

To: Public Safety Committee
From: James Jensen, Police Chief
CC:
Date: May 5, 2022
Subject: License Plate Recognition Program (LPR)

Summary

Discussion regarding the Kencom generated License Plate Recognition (LPR) Program and how the Yorkville Police Department plans to control and limit access within the United City of Yorkville.

Background

Kencom has signed a contract with Flock Safety to provide license plate recognition (LPR) software and hardware services to Kencom and its member agencies. The Yorkville Police Department is a Kencom member agency and would have access to license plate recognition data, however, based on previous discussions with the City Council we are limiting access to the LPR system. In addition, use of the LPR system will limited to certain situations/crimes and a system audit will be conducted bi-monthly (every 60 days) to monitor policy compliance. Refer to the Yorkville Police Department Automated License Plate Recognition Policy (Exhibit 2) for details.

Recommendation

None

Attachments

Exhibit #1: Intergovernmental Agreement
Exhibit #2: Yorkville Police Department License Plate Recognition Policy

Resolution No. 2022-____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND THE KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD

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

WHEREAS, KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board is an agency of Kendall County, Illinois ("*KenCom*"); and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides 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, Yorkville and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 which are authorized to enter into intergovernmental agreements pursuant to the *Intergovernmental Cooperation Act*; and

WHEREAS, KenCom has contracted with Flock Group, Inc. for cameras and related Automatic License Plate Reader software (ALPR) that will provide for automatic license plate detection and upon detection create images and recordings; and,

WHEREAS, Yorkville acknowledges that KenCom will establish an account with Flock Group, Inc., for the benefit of Yorkville to access the data created. In addition, Yorkville will comply with all restrictions and regulations as stated by Flock Group, Inc. and agree to enter into

an Intergovernmental Agreement, in the form attached hereto, which will provide an arrangement to facilitate the use of the ALPR by Yorkville in assessing the ALPRA database.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. The Intergovernmental Agreement between the United City of Yorkville and the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board, in the form attached hereto and made a part hereof, is hereby approved and the Chief of the United City of Yorkville Police Department is hereby authorized to execute said Agreement.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

UNITED CITY OF YORKVILLE AND KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT – AUTOMATIC LICENSE PLATE READER

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "IGA") is hereby entered into by and between the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board, hereinafter referred to as "KenCom", 1100 Cornell Lane, Yorkville, Illinois, 60560, and the United City of Yorkville, shall hereinafter be referred to as Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560. For purposes of this IGA, the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board and Yorkville shall hereinafter collectively be referred to as "the parties".

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides 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, Yorkville and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, KenCom has contracted with Flock Group, Inc. for ten (10) cameras and related Automatic License Plate Reader software (ALPR), that will provide for automatic license plate detection and upon detection create images and recordings; and

WHEREAS, Yorkville understands that multiple agencies will have access to the data created by KenCom's contract with Flock Group Inc. and that Yorkville meets or exceeds the criteria necessary for access to this data as determined by KenCom; and

WHEREAS, Yorkville acknowledges that KenCom will establish an account with Flock Group, Inc., for the benefit of Yorkville to access the data created. In addition, Yorkville will comply with all restrictions and regulations as stated by Flock Group, Inc. as identified in Exhibit A; and

WHEREAS, the Flock Group, Inc. has represented to KenCom the importance of sharing this data, for criminal investigative purposes, between entities that have a current account, contract or Memorandum of Understanding with Flock Group, Inc.; and

WHEREAS, KenCom and Yorkville agree that there is value in sharing the data created by ALPR, for the purpose of criminal investigations, with other agencies that have a current account, contract or Memorandum of Understanding with Flock Group, Inc. and that do not have Intergovernmental Agreements with KenCom; and

WHEREAS, the ALPR software will be operated on the ALPR web site; and

WHEREAS, Yorkville and KenCom desire to enter into this IGA in order to provide an arrangement which would facilitate the use of the ALPR Software by Yorkville for the purpose of accessing the ALPR database; and

WHEREAS, the parties that have executed this IGA have the requisite authority to execute this

IGA and intend by the execution of this IGA to bind KenCom and Yorkville respectively to the terms of this IGA; and

WHEREAS, the parties to this IGA have each had ample opportunity to review this IGA with their respective governing bodies, if any, and that this IGA has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies, if any; and

NOW THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.

2. Yorkville will be permitted to use their ALPR account with Flock Group, Inc., created by KenCom, to access the ALPR database.

3. All connectivity charges, including hardware, software, services and security incurred in connection with Yorkville's use of the ALPR software, will be at the cost of Yorkville and will be paid directly by Yorkville.

4. KenCom and Yorkville will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the ALPR system.

5. Yorkville will administer all aspects of Yorkville's use of the ALPR software including, but not limited to, the issuance of passwords, the authorization of new users, the discontinuation of access of unauthorized users, the assignment of security levels and all other administrative aspects of Yorkville's use of the ALPR software.

6. Only authorized personnel are allowed to use and access the ALPR software and database. Authorized personnel are those persons who maintain current certification of the Law Enforcement Agencies Database (LEADS) and have been granted access by Yorkville.

7. KenCom and Yorkville agree that KenCom should be allowed to share their database, of ALPR records, created from the hardware and software of Flock Group, Inc., with other agencies that do not have an Intergovernmental Agreement with KenCom, provided such agency has a current account, contract or Memorandum of Understanding with Flock Group, Inc.

8. When a FOIA request is made to either KenCom or Yorkville, and the information requested is being retained by both entities, the entity receiving the FOIA request shall, as soon as possible, notify the other. The entity receiving the FOIA request shall bear the obligation of complying with the FOIA request.

9. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization

other than as may be required by a court issued subpoena or as mandated under the Freedom of Information Act. For purposes of this IGA, confidential information shall include any and all information contained in the ALPR database. Each party shall adhere to Flock Group, Inc. Contract Section 4. Confidentiality; Agency Data; Non-Agency Data, "Exhibit A".

10. Yorkville and KenCom must have appropriate written standards/policies for the use of the ALPR system which will include the following mandatory minimum criteria: The Reason Code Field in the Flock Group Inc. software query must be completed for all ALPR inquires, minimum recurring 60-day audits on all ALPR queries, Law Enforcement Agencies Data System (LEADS) certification is required for all ALPR users, and a confidentiality statement. Audits will be reviewed to determine appropriate use of the ALPR System by authorized users. Yorkville management and supervisory personnel must understand the responsibilities associated with use of the ALPR system and ensure compliance with those written standards/policies, as well as compliance with any standards or regulations established by Flock Group Inc., and conveyed to Yorkville in "Exhibit A". Failure to meet the required standards will cause KenCom to temporarily suspend access to the Flock software and database until Yorkville remedies the situation causing them to be out of compliance. KenCom shall inform the Yorkville of any failures to meet such standards as soon as practicable.
    Any agency, that has an account, contract or Memorandum of Understanding with Flock Group, Inc., and that is requesting ALPR data, regardless of whether they have an Intergovernmental Agreement with KenCom or not, shall submit to the above or similar requirements through their account, contract of Memorandum of Understanding with Flock Group, Inc.

11. Yorkville agrees to reimburse KenCom within (60) days of purchase for any additional ALPR cameras, procured from the ALPR vendor by KenCom on behalf of Yorkville, provided Yorkville has requested in writing to lease additional ALPR cameras.

12. The term of this IGA will be twelve (12) months from the date that the last camera is contracted for on behalf of Yorkville unless sooner impacted by Flock Group Inc. KenCom will send notification to Yorkville 90 days before an ALPR camera agreement expires. Yorkville must notify KenCom in writing within 60 days of the end of the agreement of their intent to discontinue an ALPR camera. Failure of Yorkville to make notification will result in automatic, annual renewals of twelve (12) month agreements at the then current vendor rate for which KenCom will then bill Yorkville. Yorkville will reimburse KenCom within (60) days of renewals.

13. Yorkville may request that cameras be relocated or added. In the event, cameras are added or relocated, the installation fees and/or relocation fees of ALPR cameras are at the sole expense of the requesting agency and will be paid by Yorkville directly unless the work is performed by the ALPR vendor, in which case, Yorkville will reimburse KenCom within 60 days of the date of invoice. The relocation of cameras that are purchased on behalf of KenCom that are not reimbursed by any agency are subject to approval by the KenCom Executive Board.

14. The parties agree that any modification to the IGA must be in writing and signed by authorized individuals on behalf of the undersigned parties. However, in the event that Flock Group Inc. requires that KenCom modify its' agreement with KenCom, the parties to this IGA will modify this IGA accordingly.

15. This IGA shall not be assigned without the prior written consent of the parties. In any action with respect to this IGA, the parties are free to pursue any legal remedies at law of in equity. All terms and provisions of this IGA shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this IGA shall be Kendall County, Illinois. If any provision of this IGA shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the IGA, and in either case the validity, legality and enforceability of the remaining provisions of this IGA shall not in any way be affected or impaired thereby.

16. Any notice required or permitted to be given pursuant to this IGA, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630) 882-8532, email Admin@KenCom911.com; and, in the case of notice to the United City of Yorkville, send to James Jensen, Chief of Police, 804 Game Farm Road, jjensen@yorkville.il.us. Notice shall be effective upon receipt by the other party.

17. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch. In the event that Yorkville's conduct causes a default of the contract with Flock Group, Inc., Yorkville shall indemnify and hold KenCom harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action arising out of the breach of the Flock Group, Inc. Agreement caused by Yorkville.

18. This IGA supersedes any other prior oral IGAs between the parties regarding the matters set forth in this IGA.

19. Nothing contained in this IGA, nor any act of the parties pursuant to this IGA shall be deemed or construed to create any joint employer relationship.

20. This IGA may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same IGA.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental IGA to be executed by their duly authorized officers on the below date.

KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board	United City of Yorkville
Name:	Name:
Title: Chairman, KenCom Executive Board	Title:
Date:	Date:
Signature:	Signature:

YORKVILLE POLICE DEPARTMENT

Automated License Plate Readers (ALPR)

SUBJECT: **Automated License Plate Readers (ALPR)**
EFFECTIVE DATE:
DISTRIBUTION: **All Personnel**
REVIEW DATE:

Purpose: The purpose of this policy is to establish the guidelines and procedures for the use of the Automated License Plate Recognition System (ALPR). The availability and use of the ALPR provides opportunities for enhanced productivity, effectiveness and officer safety. All information in the ALPR system will be considered confidential and law enforcement sensitive. Members will be held accountable for and must be able to articulate the legitimate law enforcement purpose for the use and dissemination of received information.

Policy: Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPR's are used by the Yorkville Police Department to convert data associated with vehicle license plates and use it for official law enforcement purposes including identifying stolen or wanted vehicles and missing persons. ALPR's may also be used to gather information related to homeland security, suspect interdiction or other legitimate law enforcement purposes.

This Policy shall be comprised of the following sections:

I. ALPR Definitions
II. ALPR Confidentiality
III. ALPR Administration & Audit Procedures
IV. ALPR Access & Usage
V. ALPR Data Storage and Retention
VI. ALPR Attachments
VII. Compliance
VIII. Effective Date

I. ALPR Definitions

A. **Alert:** A visual and/or auditory notice that is triggered when the ALPR system receives a potential hit on a license plate.

B. **License Plate Reader (ALPR):** Equipment consisting of cameras, computer, and computer software used to automatically recognize and interpret the characters on vehicle license plates. Digital images captured by the cameras are converted into data which is processed through the ALPR System.

C. **Fixed ALPR System:** ALPR cameras that are permanently fixed to a structure, such as a pole, a traffic barrier or a bridge.

D. **Hit:** A read matched to a license plate that has previously been registered on the department's hot list of vehicle plates or on the local hot list on the ALPR computer that has been added by a user.

E. **Hot List:** License plate numbers of stolen vehicles, wanted subjects, missing person, AMBER/Silver alerts, or any other criteria as determined by the Chief of Police. Hot list information can come from a variety of sources including but not limited to: The National Crime Information Center (NCIC), Law Enforcement Agencies Data System (LEADS), Illinois Secretary of State. Officers may also manually

add license plates to a local hot list during deployments based on information relayed to them regarding a law enforcement or public safety concern.

F. **Read:** The capture of digital images or license plates and vehicles with associated metadata (date, time, GPS coordinates with vehicle image capture)

II. ALPR Confidentiality

A. Use of the ALPR system, software, associated databases, and data is restricted exclusively to the law enforcement and public safety-related functions of the department. Information obtained from the ALPR, software, associated databases and data shall not be used for personal reasons or for reasons not consistent with the law enforcement and public safety related functions of the department under any circumstances.

B. Misuse or abuse of the ALPR system, software, associated databases or data will result in disciplinary action.

C. Information obtained from the ALPR system, software, associated databases, and data shall not be disseminated to the public except as authorized or required by law.

D. Information obtained from the ALPR system, software, associated databases, and data will only be disseminated to other law enforcement agencies for legitimate law enforcement purposes.

III. ALPR Administration & Audit Procedures

A. The Field Operations Commander will serve as the ALPR System Administrator and shall have administrative oversight of the ALPR system. Responsibilities shall include but may not be limited to:

1. Coordinating training in the use of the ALPR system.
2. Conducting ALPR System Audits.

B. The Field Operations Commander will be responsible for conducting ALPR System Audits

1. Systems Audits will be conducted Bi-Monthly (Every 60 Days)
2. System Audits will include a review of ALL Yorkville Police Department ALPR inquiries to include:
   a. Member accessing ALPR System
   b. Date & Time of ALPR system access
   c. Report Number and/or CAD Number
   d. Camera location
   e. Explanation/Justification (Reason Code) for system access and review
3. System Audits will be documented utilizing the Bi-Monthly ALPR Audit Form (**Attachment A**) and forwarded to the Chief of Police.

IV. ALPR Access & Usage

A. All ALPR users must have successfully completed approved Law Enforcement Agencies Data System (LEADS) training prior to operating ALPR equipment or accessing ALPR data.

B. ALPR system and data will only be used by Command Staff Personnel and Detective Sergeant. No other person will be granted access to the ALPR system data

1. The Detective Sergeant will have login access to utilize the system however, must obtain approval from a Command Officer to Use and/or Access ALPR Data.
2. Users must have received training in the use of ALPR.
3. Use of the ALPR System will be restricted to:
   - Missing/Endangered persons (AMBER/SILVER Alert)
   - Serious Felony Crime being investigated by the department
   - Other crimes as deemed necessary by Command
4. ALPR shall only be used for official and legitimate law enforcement business.
5. All data is logged and a stated purpose (Reason Code) for access is mandatory and must be provided. The individual accessing and inquiring into the ALPR system must provide their badge number next to the purpose of access.

C. It is prohibited to use the ALPR system, active ALPR data, historical ALPR data to do any of the following:

1. Harass or intimidate any person or group.
2. Use the information for personal reasons.
3. Collect information solely on the basis of a protected characteristic. Protected characteristics that are an impermissible basis for ALPR use include a person's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
4. For the purpose of or known effect of infringing on First Amendment Rights. For example, collecting information about an individual's lawful associations, lawful political and religious affiliations or activities, etc., is improper.
5. In any manner that would violate any constitutional rights.

D. Stolen Motor Vehicle: ALPR hits alone do not constitute reasonable suspicion or probable cause for a stop. Prior to taking enforcement action or initiating a traffic stop on an ALPR Stolen Motor Vehicle hit alert officers shall:
1. Visually verify that the vehicle license plate number of the hit matches the plate number recognized by the ALPR system, including both the alphanumeric characters of the license plate and the state of issuance; and
2. Verify the current status of the license plate through Kencom or LEADS query in accordance with LEADS hit validation procedures.
3. All enforcement action taken in response to a hit shall be documented on the appropriate incident report.
4. Members of the Yorkville Police Department may attempt to stop an identified stolen vehicle, however, **will not** pursue such vehicle except in accordance with General Order 301-Police Pursuit Guidelines.

E. When applicable, officers unable or unavailable to act on a valid hit should notify Kencom of the alert so that the information can be disseminated to other officers or law enforcement agencies in the area.

V. ALPR Data Storage and Retention

A. Collection and Retention of ALPR data:
1. Collected data shall include the date, time and location of collection.
2. ALPR data is not stored by the United City of Yorkville or the Yorkville Police Department.
3. Captured ALPR data will be transferred wirelessly from fixed ALPR locations to the service providers cloud storage server.
4. All ALPR data transferred to the ALPR service provider shall be stored by the provider in accordance with their retention policy.

B. ALPR data of evidentiary value shall be saved to a portable media device and inventoried as evidence pursuant to General Order 801-Collection and Preservation of Evidence.

C. All ALPR transmission and storage shall meet CJIS requirements for network and computer security.

D. All saved data shall be closely safeguarded and protected by both procedural and technological means.

E. ALPR data maybe shared only with other law enforcement agencies for legitimate law enforcement purposes or as otherwise permitted by law and in accordance with this policy, provided the following criteria are met:
1. The law enforcement agency makes an official request for the ALPR data.
2. The identity of the agency and the person requesting the data and the intended purpose are documented and retained on file. All documentation shall be forwarded to the ALPR System Administrator.
3. The request is approved by the Chief of Police or designee.

VI. Attachments

A. Attachment A: Bi-Monthly ALPR Audit Form

VII. Compliance

It is the responsibility of all Officers, Supervisors, and Administrative Personnel to comply with all sections of this directive. This Policy supersedes all previous written and unwritten policies and procedures of the Yorkville Police Department on the above subject.

VIII. Effective Date

This Policy shall be effective as of: _____

_____ _____

Chief of Police James H. Jensen Date
Yorkville Police Department

ALPR Audit Information

Month: _____

Date of Audit: _____

Conducted By: _____

Date & Time of ALPR Access	Member Accessing ALPR Data (Name & Badge #)	Command Approval Given By (Name & Badge #)	ALPR Camera Location	Report/CAD Number Compliance Y or N	Reason for Access (Reason Code)
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____

				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____
				Rpt #:_____ CAD #: _____ <u>Policy Compliant</u> ___ Yes ___ No	☐ Missing Person (Amber/Silver Alert) ☐ Stolen Vehicle ☐ Wanted Person ☐ Felony Crime: _____ ☐ Other: _____

Audit Compliance Notes:

_____

_____

_____

_____

_____

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

Agenda Item Number

Consent Agenda #11

Tracking Number

ADM 2022-23

Agenda Item Summary Memo

Title: Treasurer's Reports for March and April 2022

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 05/18/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-23

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, 2022

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	$ 9,172,354	$ 1,685,029	$ 20,056,905	$ 18,100,270	111%	$ 1,180,763	$ 15,053,145	$ 18,100,270	83%	$ 14,176,114
Special Revenue Funds										
15 - Motor Fuel Tax	1,243,821	253,935	1,192,097	1,260,019	95%	691,645	1,669,976	2,435,413	69%	765,942
79 - Parks and Recreation	73,000	178,290	2,069,071	2,643,058	78%	150,524	1,995,651	2,801,058	71%	146,420
72 - Land Cash	31,131	-	1,329	25,760	5%	-	-	5,000	0%	32,460
87 - Countryside TIF	(1,211,222)	-	250,366	260,727	96%	948	220,779	223,397	99%	(1,181,635)
88 - Downtown TIF	(1,448,929)	-	96,795	70,000	138%	3,652	284,252	291,412	98%	(1,636,386)
89 - Downtown TIF II	(47,869)	-	78,764	48,526	0%	-	37,521	30,500	123%	(6,626)
11 - Fox Hill SSA	10,231	-	16,034	19,000	84%	-	4,688	59,200	8%	21,577
12 - Sunflower SSA	(8,409)	-	20,363	21,000	97%	-	9,569	17,200	56%	2,385
Debt Service Fund										
42 - Debt Service	-	27,481	303,119	329,375	92%	-	329,375	329,375	100%	(26,256)
Capital Project Funds										
25 - Vehicle & Equipment	1,485,791	18,290	346,100	547,226	63%	169,463	623,509	1,877,998	33%	1,208,382
24 - Buildings & Grounds	-	166	9,807,483	9,584,249	102%	38,015	2,853,404	9,584,249	30%	6,954,078
23 - City-Wide Capital	119,569	60,675	4,567,263	5,808,072	79%	66,731	2,501,820	5,545,285	45%	2,185,012
Enterprise Funds										
* 51 - Water	3,901,358	46,956	4,582,559	5,061,271	91%	190,294	4,603,034	6,081,733	76%	3,880,883
* 52 - Sewer	864,688	55,967	6,085,320	2,275,602	267%	54,224	6,126,895	2,428,579	252%	823,112
Library Funds										
82 - Library Operations	638,033	4,219	1,701,107	1,692,702	100%	56,412	1,522,385	1,709,443	89%	816,755
84 - Library Capital	169,188	5,015	97,555	50,200	194%	7,308	81,907	95,500	86%	184,836
Total Funds	**$ 14,992,735**	**$ 2,336,023**	**$ 51,272,228**	**$ 47,797,057**	**107%**	**$ 2,609,979**	**$ 37,917,909**	**$ 51,615,612**	**73%**	**$ 28,347,054**

* 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, 2022

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	$ 9,172,354	$ 2,887,543	$ 22,944,448	$ 18,100,270	127%	$ 1,514,582	$ 16,567,885	$ 18,100,270	92%	$ 15,548,917
Special Revenue Funds										
15 - Motor Fuel Tax	1,243,821	64,228	1,256,324	1,260,019	100%	295,607	1,965,583	2,435,413	81%	534,562
79 - Parks and Recreation	73,000	161,037	2,230,108	2,643,058	84%	210,058	2,205,713	2,801,058	79%	97,395
72 - Land Cash	31,131	1,575	2,904	25,760	11%	-	-	5,000	0%	34,035
87 - Countryside TIF	(1,211,222)	-	250,366	260,727	96%	1,234	222,014	223,397	99%	(1,182,870)
88 - Downtown TIF	(1,448,929)	-	96,795	70,000	138%	3,542	287,794	291,412	99%	(1,639,928)
89 - Downtown TIF II	(47,869)	-	78,764	48,526	0%	-	37,521	30,500	123%	(6,626)
11 - Fox Hill SSA	10,231	-	16,034	19,000	84%	-	4,688	59,200	8%	21,577
12 - Sunflower SSA	(8,409)	-	20,363	21,000	97%	-	9,569	17,200	56%	2,385
Debt Service Fund										
42 - Debt Service	-	27,206	330,325	329,375	100%	-	329,375	329,375	100%	950
Capital Project Funds										
25 - Vehicle & Equipment	1,485,791	20,718	366,818	547,226	67%	75,692	699,201	1,877,998	37%	1,153,407
24 - Buildings & Grounds	-	343	9,807,826	9,584,249	102%	161,246	3,014,651	9,584,249	31%	6,793,175
23 - City-Wide Capital	119,569	198,527	4,765,790	5,808,072	82%	368,646	2,870,466	5,545,285	52%	2,014,893
Enterprise Funds										
* 51 - Water	3,901,358	819,819	5,402,378	5,061,271	107%	402,742	5,005,998	6,081,733	82%	4,297,738
* 52 - Sewer	864,688	312,970	6,398,290	2,275,602	281%	99,186	6,226,184	2,428,579	256%	1,036,794
Library Funds										
82 - Library Operations	638,033	4,142	1,705,249	1,692,702	101%	68,443	1,590,828	1,709,443	93%	752,455
84 - Library Capital	169,188	6,515	104,070	50,200	207%	4,559	86,466	95,500	91%	186,792
Total Funds	**$ 14,992,735**	**$ 4,504,623**	**$ 55,776,852**	**$ 47,797,057**	**117%**	**$ 3,205,539**	**$ 41,123,935**	**$ 51,615,612**	**80%**	**$ 29,645,652**

* 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	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #12

Tracking Number

ADM 2022-26

Agenda Item Summary Memo

Title: PC Purchases FY23

Meeting and Date: City Council – May 24, 2022

Synopsis: Authorization to purchase computers and computer accessories for FY23

Council Action Previously Taken:

Date of Action: ADM – 05/18/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-26

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: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 18, 2022
Subject: PC Purchases FY23

Summary

Authorization to move forward with the Dell quotes in an amount not to exceed $74,898.94 and the Paragon quote in an amount not to exceed $5,250.65. This will fulfill the budgeted computer replacement schedule in FY23.

Background

In the FY23 budget, there was funds included for the replacement of approximately 49 PC's. This replacement is based on the assumed lifespan of a computer of 3-4 years. The replacement schedule is a rolling schedule based on the year of the computer. Staff, in years past, has purchased PC's in line with our IT vendors availability to roll them out. However, with issues with supply chain, staff is recommending purchasing the FY23 order all at once. The vendors have seen orders come in piece meal within a few weeks, while other items have been coming in months down the road. We anticipate encountering some of these delays in shipping that we have seen across the board with other purchases. This recommended order includes 53 wireless keyboard/mice combinations, 48 docking stations, 7 desktops, 18 high end laptops, 30 low end laptops, 1 rugged laptop, 30 monitors and 5 adapters for the monitors.

Recommendation

Staff recommends approval of the Dell quotes in an amount not to exceed $74,898.94 and the Paragon quote in an amount not to exceed $5,250.65 for the FY23 PC purchases.

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000108708935.8**	Sales Rep	CHELSEA ARENCIBIA
Total	**$18,982.37**	Phone	(800) 456-3355, 18009993355
Customer #	15323999	Email	Chelsea_Arencibia@Dell.Com
Quoted On	May. 09, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF YORKVILLE 800 GAME FARM RD YORKVILLE, IL 60560-1133
Expires by	Jun. 08, 2022		
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA Master Agreement		
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		
Solution ID	.		
Deal ID	23512838		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
CHELSEA ARENCIBIA

Shipping Group

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	**$31.79**	**52**	**$1,653.08**
Dell Dock- WD19S 90w Power Delivery - 130w AC	**$243.35**	**48**	**$11,680.80**
OptiPlex 3090 Small Form Factor	**$808.00**	**6**	**$4,848.00**
OptiPlex 3090 Small Form Factor	**$760.00**	**1**	**$760.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Logitech MK520 Wireless Keyboard and Mouse Combo - Black	**$40.49**	**1**	**$40.49**

Subtotal:	**$18,982.37**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$18,982.37**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$18,982.37**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	**$31.79**	**52**	**$1,653.08**

Estimated delivery if purchased today:
May. 17, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	580-AJIS	-	52	-

		Quantity	Subtotal
Dell Dock- WD19S 90w Power Delivery - 130w AC	**$243.35**	**48**	**$11,680.80**

Estimated delivery if purchased today:
Jul. 28, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	48	-
Advanced Exchange Service, 3 Years	824-3984	-	48	-
Dell Limited Hardware Warranty	824-3993	-	48	-

		Quantity	Subtotal
OptiPlex 3090 Small Form Factor	**$808.00**	**6**	**$4,848.00**

Estimated delivery if purchased today:
May. 17, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3090 SFF BTX	210-BCOF	-	6	-
Intel Core i5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports Windows 10/Linux	338-BZOV	-	6	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	6	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	6	-
8GB (1x8GB) DDR4 Non-ECC Memory	370-AGFP	-	6	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	6	-
M.2 22x30 Thermal Pad	412-AAQT	-	6	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	6	-
No Additional Hard Drive	401-AANH	-	6	-
Intel Integrated Graphics	490-BBFG	-	6	-
OptiPlex 3090 Small Form Factor with D10 200W up to 85% efficient Power Supply (80Plus Bronze), DAO	329-BGLU	-	6	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	6	-
DVD+/-RW Bezel	325-BDSH	-	6	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	6	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CMS Essentials DVD no Media	658-BBTV	-	6	-
No Media Card Reader	379-BBHM	-	6	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	6	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	6	-
Chassis Intrusion Switch - SFF	461-AAEE	-	6	-
No Additional Cable	379-BBCY	-	6	-
No PCIe add-in card	492-BBFF	-	6	-
No Additional Add In Cards	382-BBHX	-	6	-
Optional HDMI 2.0b Video Port	382-BBFI	-	6	-
Dell Wired Keyboard KB216 Black (English)	580-ADOY	-	6	-
Black Dell MS116 Wired Mouse	275-BBBW	-	6	-
No Cable Cover	325-BCZQ	-	6	-
SupportAssist	525-BBCL	-	6	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	6	-
Waves Maxx Audio	658-BBRB	-	6	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	6	-
Foxit PhantomPDF Business	634-BWQO	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
Quick Setup Guide 3090 SFF	340-CXIL	-	6	-
Print on Demand Label	389-BDQH	-	6	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
Shipping Material	340-CQYR	-	6	-
Shipping Label	389-BBUU	-	6	-
Regulatory Label OptiPlex 3090SFF,Mexico	340-CXIT	-	6	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	6	-
Desktop BTS/BTP Shipment	800-BBIP	-	6	-
CyberLink PowerDirector 19 and PhotoDirector 12 Ultra	634-BYFS	-	6	-
CyberLink Media Player with PowerDVD 21	634-BWZO	-	6	-
Dell Watchdog Timer	379-BERM	-	6	-
No Out-of-Band System Management	631-ADEN	-	6	-
No External ODD	429-ABGY	-	6	-
No Optane	400-BFPO	-	6	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	6	-
Fixed Hardware Configuration	998-FEVR	-	6	-
Internal Speaker	520-AARD	-	6	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	6	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 1 Year	803-8615	-	6	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 2 Years Extended	803-8618	-	6	-

ProSupport: 7x24 Technical Support, 3 Years	803-8702	-	6	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	6	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	6	-

		Quantity	Subtotal
OptiPlex 3090 Small Form Factor	**$760.00**	**1**	**$760.00**

Estimated delivery if purchased today:
May. 17, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3090 SFF BTX	210-BCOF	-	1	-
Intel Core i5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports Windows 10/Linux	338-BZOV	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 non ECC memory	370-AGFR	-	1	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics	490-BBFG	-	1	-
OptiPlex 3090 Small Form Factor with D10 200W up to 85% efficient Power Supply (80Plus Bronze), DAO	329-BGLU	-	1	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	1	-
No Optical Drive	429-ABKF	-	1	-
CMS Software not included	632-BBBJ	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	1	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	1	-
Chassis Intrusion Switch - SFF	461-AAEE	-	1	-
No Additional Cable	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
No Cable Cover	325-BCZQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-

Foxit PhantomPDF Standard	634-BWQP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Quick Setup Guide 3090 SFF	340-CXIL	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYR	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label OptiPlex 3090SFF,Mexico	340-CXIT	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
CyberLink PowerDirector 19 and PhotoDirector 12 Ultra	634-BYFS	-	1	-
Dell Watchdog Timer	379-BERM	-	1	-
No Out-of-Band System Management	631-ADEN	-	1	-
No External ODD	429-ABGY	-	1	-
No Optane	400-BFPO	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Fixed Hardware Configuration	998-FENS	-	1	-
Internal Speaker	520-AARD	-	1	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	1	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 1 Year	803-8615	-	1	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 2 Years Extended	803-8618	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	803-8702	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

		Quantity	Subtotal
Logitech MK520 Wireless Keyboard and Mouse Combo - Black	**$40.49**	**1**	**$40.49**

Estimated delivery if purchased today:
May. 18, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK520 Wireless Keyboard and Mouse Combo - Black	A3945800	-	1	-

Subtotal:	**$18,982.37**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$18,982.37**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112253519.2**	Sales Rep	CHELSEA ARENCIBIA
Total	**$54,019.00**	Phone	(800) 456-3355, 18009993355
Customer #	15323999	Email	Chelsea_Arencibia@Dell.Com
Quoted On	May. 09, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF YORKVILLE 800 GAME FARM RD YORKVILLE, IL 60560-1133
Expires by	Jun. 08, 2022		
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA Master Agreement		
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		
Solution ID	.		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
CHELSEA ARENCIBIA

Shipping Group

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5520	**$1,347.00**	**17**	**$22,899.00**
Dell Latitude 5520	**$1,420.00**	**1**	**$1,420.00**
Dell Latitude 5420	**$990.00**	**30**	**$29,700.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$54,019.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$54,019.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$54,019.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5520 Estimated delivery if purchased today: May. 18, 2022 Contract # C000000005600 Customer Agreement # NCPA 01-42	**$1,347.00**	**17**	**$22,899.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	17	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHI	-	17	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	17	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	17	-
Assembly base	338-BXRY	-	17	-
I7-1185G7 Vpro, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXSI	-	17	-
vPro Manageability	631-ACTD	-	17	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	17	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BKVF	-	17	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECT	-	17	-
HD + IR Camera Bezel with Mic	325-BDZE	-	17	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	17	-
Palmrest NFC, Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt 4	346-BGVT	-	17	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	17	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	17	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGT	-	17	-
4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSW	-	17	-
65W Type-C EPEAT Adapter	492-BCXP	-	17	-
CyberLink PowerDirector 365 Business & PhotoDirector 365 - 12 Month Subscription	634-BZBF	-	17	-
E4 Power Cord 1M for US	537-BBBL	-	17	-
Quick Start Guide	340-CTXV	-	17	-
Fixed Hardware Configuration	998-FGEL	-	17	-
SupportAssist	525-BBCL	-	17	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	17	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	17	-
Waves Maxx Audio	658-BBRB	-	17	-
Dell Power Manager	658-BDVK	-	17	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell SupportAssist OS Recovery Tool	658-BEOK	-	17	-
Dell Optimizer	658-BEQP	-	17	-
Windows PKID Label	658-BFDQ	-	17	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	17	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	17	-
ENERGY STAR Qualified	387-BBPI	-	17	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	17	-
Foxit PDF Editor	634-BYVC	-	17	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	17	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	17	-
Dell Limited Hardware Warranty	997-8317	-	17	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	17	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	17	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	17	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	17	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	17	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	17	-

		Quantity	Subtotal
Dell Latitude 5520	**$1,420.00**	**1**	**$1,420.00**

Estimated delivery if purchased today:
May. 24, 2022
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 XCTO Base	210-AYNN	-	1	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHI	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	1	-
Assembly base	338-BXRY	-	1	-
I7-1185G7 Vpro, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXSI	-	1	-
ME Disable Manageability	631-ACTE	-	1	-
32GB, 2x16GB, DDR4 Non-ECC	370-AFVR	-	1	-
M.2 512GB PCIe NVMe Gen 4 Class 40 Solid State Drive	400-BMZG	-	1	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	1	-
HD Camera Bezel with Mic	325-BDZF	-	1	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	1	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	1	-

Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGT	-	1	-
4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSW	-	1	-
65W Type-C EPEAT Adapter	492-BCXP	-	1	-
CyberLink PowerDirector 365 Business & PhotoDirector 365 - 12 Month Subscription	634-BZBF	-	1	-
E4 Power Cord 1M for US	537-BBBL	-	1	-
Quick Start Guide	340-CTXV	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Mix Model 65W adapter + TGL CPU	340-CTZV	-	1	-
ENERGY STAR Qualified	387-BBPI	-	1	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	1	-
Foxit PDF Editor	634-BYVC	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	1	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	1	-
			Quantity	**Subtotal**
Dell Latitude 5420 Estimated delivery if purchased today: May. 19, 2022 Contract # C000000005600 Customer Agreement # NCPA 01-42		**$990.00**	**30**	**$29,700.00**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell Latitude 5420 BTX Base	210-AXVO	-	30	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHK	-	30	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	30	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	30	-
I5-1135G7 Trans, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXRT	-	30	-
No Out-of-Band Systems Management - No vPro	631-ACTP	-	30	-

8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	30	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUR	-	30	-
LCD back cover for Latitude 5420 WLAN/WWAN	320-BECK	-	30	-
HD Camera Bezel with Mic	325-BDYX	-	30	-
14" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPR	-	30	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	30	-
Intel AX201 WLAN Driver	555-BGJD	-	30	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGT	-	30	-
4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSW	-	30	-
65W Type-C EPEAT Adapter	492-BCXP	-	30	-
Palmrest, No Security, Thunderbolt 4	346-BGVN	-	30	-
Foxit PhantomPDF Business	634-BWQO	-	30	-
CyberLink PowerDirector 365 Business & PhotoDirector 365 - 12 Month Subscription	634-BZBF	-	30	-
E4 Power Cord 1M for US	537-BBBL	-	30	-
Quick start guide for Win 10, Ubuntu	340-CTZO	-	30	-
ENERGY STAR Qualified	387-BBPC	-	30	-
Fixed Hardware Configuration	998-FFZF	-	30	-
SupportAssist	525-BBCL	-	30	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	30	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	30	-
Waves Maxx Audio	658-BBRB	-	30	-
Dell Power Manager	658-BDVK	-	30	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	30	-
Dell Optimizer	658-BEQP	-	30	-
Windows PKID Label	658-BFDQ	-	30	-
Packaging BTS 65W Adapter + TGL CPU	340-CUCR	-	30	-
Latitude 5420 Bottom Door	321-BGBE	-	30	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	30	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	30	-
Dell Limited Hardware Warranty	997-8317	-	30	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	30	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	30	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	30	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	30	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$54,019.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$54,019.00**

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000112693123.3**	Sales Rep	CHELSEA ARENCIBIA
Total	**$1,897.57**	Phone	(800) 456-3355, 18009993355
Customer #	15323999	Email	Chelsea_Arencibia@Dell.Com
Quoted On	May. 09, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF YORKVILLE 800 GAME FARM RD YORKVILLE, IL 60560-1133
Expires by	Jun. 08, 2022		
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA Master Agreement		
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		
Solution ID	.		
Deal ID	23512838		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
CHELSEA ARENCIBIA

Shipping Group

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	**$1,897.57**	**1**	**$1,897.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,897.57**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$1,897.57**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,897.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

KIM KING
CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL 60560
(630) 553-4350

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5430 Rugged Estimated delivery if purchased today: Jul. 08, 2022 Contract # C000000005600 Customer Agreement # NCPA 01-42	**$1,897.57**	**1**	**$1,897.57**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	1	-
Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)	379-BERS	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics	338-CCRI	-	1	-
ME Lockout MOD - Manageability	631-ADED	-	1	-
8GB, 1x8GB, 3200 MHz DDR4 Non-ECC	370-AGTF	-	1	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	1	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	1	-
English US Non-backlit Sealed Internal keyboard	583-BILG	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-
65W Type-C EPEAT Adapter	492-BCXP	-	1	-
No Fingerprint, no Smartcard reader	346-BHQK	-	1	-
E4 Power Cord 1M for US	537-BBBL	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 11	658-BFIP	-	1	-
Shuttle Ship, Notebook, 5430 Rugged	340-CXHM	-	1	-
CyberLink PowerDirector 19 and PhotoDirector 12 Ultra	634-BYFS	-	1	-
Foxit PhantomPDF Business	634-BWQO	-	1	-
Microphone + RGB HD camera; Non-touch; WLAN-antenna only (NO Pogo/NO vehicle dock/NO RF passthrough)	319-BBHW	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
No Option Included	340-ACQQ	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-
Rigid handle	750-ADPK	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	1	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Subtotal:	**$1,897.57**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,897.57**

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Paragon Micro Inc.

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Quote Q3375595

Date:	Expires:
5/9/2022	6/8/2022

Sales Rep

Russo, Jeff
847-719-8417
jrusso@paragonmicro.com

Bill To:

City of Yorkville
Accounts Payable
800 Game Farm Road
Yorkville IL 60560-1133

Ship To:

City of Yorkville
Erin Willrett
800 Game Farm Road
Yorkville IL 60560

Customer Contact

Contact: Postawa, Dan
Account: CO37513
PO#:
Phone: 630-553-4350
Email: DPostawa@Interdev.com

Quote Name	Terms	Cost Center
Acer 24“/ 27” / 32“ / StarTech DP to HDMI (23/2/5)	Credit Card	

External Notes

Qty	MPN	Description	Notes	Unit Price	Total
23	UM.UV6AA.007	Acer V246HQL bip - V6 Series - LED monitor - 23.6“ - 1920 x 1080 Full HD (1080p) @ 60 Hz - VA - 250 cd/m² - 3000:1 - 5 ms - HDMI, VGA, DisplayPort - black		155.99	3,587.77
2	UM.HV7AA.001	Acer V277 - LED monitor - 27” - 1920 x 1080 Full HD (1080p) @ 75 Hz - IPS - 250 cd/m² - 1000:1 - 4 ms - HDMI, VGA, DisplayPort - speakers - black		193.99	387.98
5	UM.JE1AA.A01	Acer EB321HQ - LED monitor - 31.5“ - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 300 cd/m² - 4 ms - HDMI, VGA - black		239.99	1,199.95
5	DP2HDMI2	StarTech.com DisplayPort to HDMI Adapter - 1920x1200 - HDMI Video Converter - Latching DP Connector - Monitor to HDMI Adapter (DP2HDMI2) - Adapter - DisplayPort male to HDMI female - 10.4 in		14.99	74.95

Subtotal	5,250.65
Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
Total	$5,250.65

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination’s tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro’s Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site’s accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

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

Agenda Item Number

Consent Agenda #13

Tracking Number

ADM 2022-27

Agenda Item Summary Memo

Title: Employee Manual Amendment – Health Insurance

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 05/18/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-27

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: Administration Committee
From: Erin Willrett, City Administrator
CC: Bart Olson, City Administrator
Date: March 3, 2022
Subject: Revising Section 4.13 Health and Life Insurance Coverage, City of Yorkville Employee Manual

---

Summary

Revising Section 4.13 Health and Life Insurance Coverage of the City of Yorkville Employee Manual.

Background

Section 4.13 outlines the health and life insurance policy for full-time city employees. Recently, the City has approved language for the collective bargaining agreements that incentivizes employees getting an annual physical. The city promotes the health of the employees, and this is one way of encouraging employees to see their physician annually. There are studies that show that this type of encouragement can lead to early detection and general wellness in our employee pool.

The attached is the current language with the proposed addition to the language red-lined within. The revised language is very similar to the language in all the collective bargaining agreements. The only difference is, the language in the CBA lists a minimum contribution to the employee, the proposed language to the employee manual does not list a minimum contribution it only lists a percentage cap if an employee does not provide evidence of an annual physical.

Recommendation

Staff recommends amending Section 4.13 Health and Life Insurance Coverage of the City of Yorkville Employee Manual.

Resolution No. 2022-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE UNITED CITY OF YORKVILLE EMPLOYEE MANUAL

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 City desires to amend the portion of its Employee Manual which addresses the Health and Life Insurance Coverage in order to maintain a consistent policy; and,

WHEREAS, it has been determined to be in the best interests of the City to amend Section 4.13 of the Employee Manual, in the form attached hereto in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that Section 4.13 of the United City of Yorkville Employee Manual is hereby amended by deleting said Section 4.13 in its entirety and replacing Section 4.13 as set forth on Exhibit "A" attached hereto and incorporated herein.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2022.

_____

City Clerk

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____

MAYOR

Attest:

_____

City Clerk

Section 4.13 Health and Life Insurance Coverage

All full-time employees are covered under the City's health, dental, and vision insurance plan. There is a 30-day waiting period before new employees are eligible for coverage. After completion of the waiting period, insurance shall begin on the first day eligible as determined by the health insurance policy then in effect. The City agrees to pay the premium thereafter for employees and their dependents, except for the monthly participation fee by the employee and the City reserves the right to change the monthly participation fee. The City will make every effort to provide employees with a forty-five (45) day written notice of any proposed change. *Employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans.*

The City shall provide life insurance for full-time and eligible part-time employees, in the amount of $50,000. Spouses will be insured at $10,000 and dependents age one (1) week to six (6) months at $1,500 or age six (6) months to 19 years (25 if a full-time student) at $2,500.

Summary plan descriptions (SPD's), which explain coverage of your health and life insurance benefits in greater detail are available from the Human Resources Manager. The actual plan documents, which are available by making a written request to the Human Resources Manager, are the final authority in all matters relating to the benefits described in this Manual or in the summary plan description and will govern in the event of any conflict. Additionally, the City reserves the right to change insurance carriers, change health maintenance organizations, self-insure, and/or change or eliminate any benefits at any time with a forty-five (45) day notice, when practical in accordance with applicable law.

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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2022-19

Agenda Item Summary Memo

Title: Proclamation for National Safe Boating Week

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested:

Submitted by: Mayor John Purcell

Name Department

Agenda Item Notes:

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UNITED CITY OF YORKVILLE

Proclamation for National Safe Boating Week

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

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

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

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

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

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

NOW, Therefore, I, John Purcell, Mayor of the United City of Yorkville, do hereby support the goals of the Safe Boating Campaign and proclaim May 21-27, 2022 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

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

Dated this 24th day of May, 2022, A.D.

_____

John Purcell, Mayor

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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2022-20

Agenda Item Summary Memo

Title: Redistricting of City Ward Boundaries

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 13, 2022
Subject: Redistricting

Summary

Review of process and timeline to redistrict wards as a result of the 2020 decennial census.

Background

This item was last discussed by the City Council in January 2022, when the City Council approved an ordinance setting the number of aldermen at 8 and wards at 4. Since then, the census block population data has been released and the population totals for each ward are:

Ward 1 – 4,897
Ward 2 – 4,441
Ward 3 – 5,867
Ward 4 – 6,328

The total population of the City is 21,533, which means each ward should have around 5,383 residents. The legal tolerance for distribution of wards is generally 10% difference, so each ward should have between 5,113 and 5,652 residents. Therefore:

1) Ward 1 needs to increase in size, generally between 216 and 755 residents
2) Ward 2 needs to increase in size, generally between 672 and 1211 residents
3) Ward 3 needs to decrease in size, generally between 215 and 754 residents
4) Ward 4 needs to decrease in size, generally between 676 and 1215 residents

With use of GIS mapping software and census population shapefiles, the City can easily create different options of ward boundaries based on the City Council's direction. We propose to have the staff prepare a few different ward map boundaries for the City Council's consideration at a June City Council meeting, with feedback to be given and an eventual vote required by the August 16th City Council meeting (municipal election in May 2023's filing period is expected to be in mid-December 2022, with first petitions able to be circulated in mid-September 2022, and new maps required to be voted on 30 days before the first day of petition circulation). Of note, no public hearing is required for this process, although the City Council completed a public hearing in 2012 during the last redistricting. If a public hearing is desired, we will have the City Council vote on a map for a public hearing, conduct the public hearing a subsequent meeting, and then vote on the final map subsequent to the hearing.

During the last redistricting discussion in 2012, the City Council directed staff to (in no order of priority):

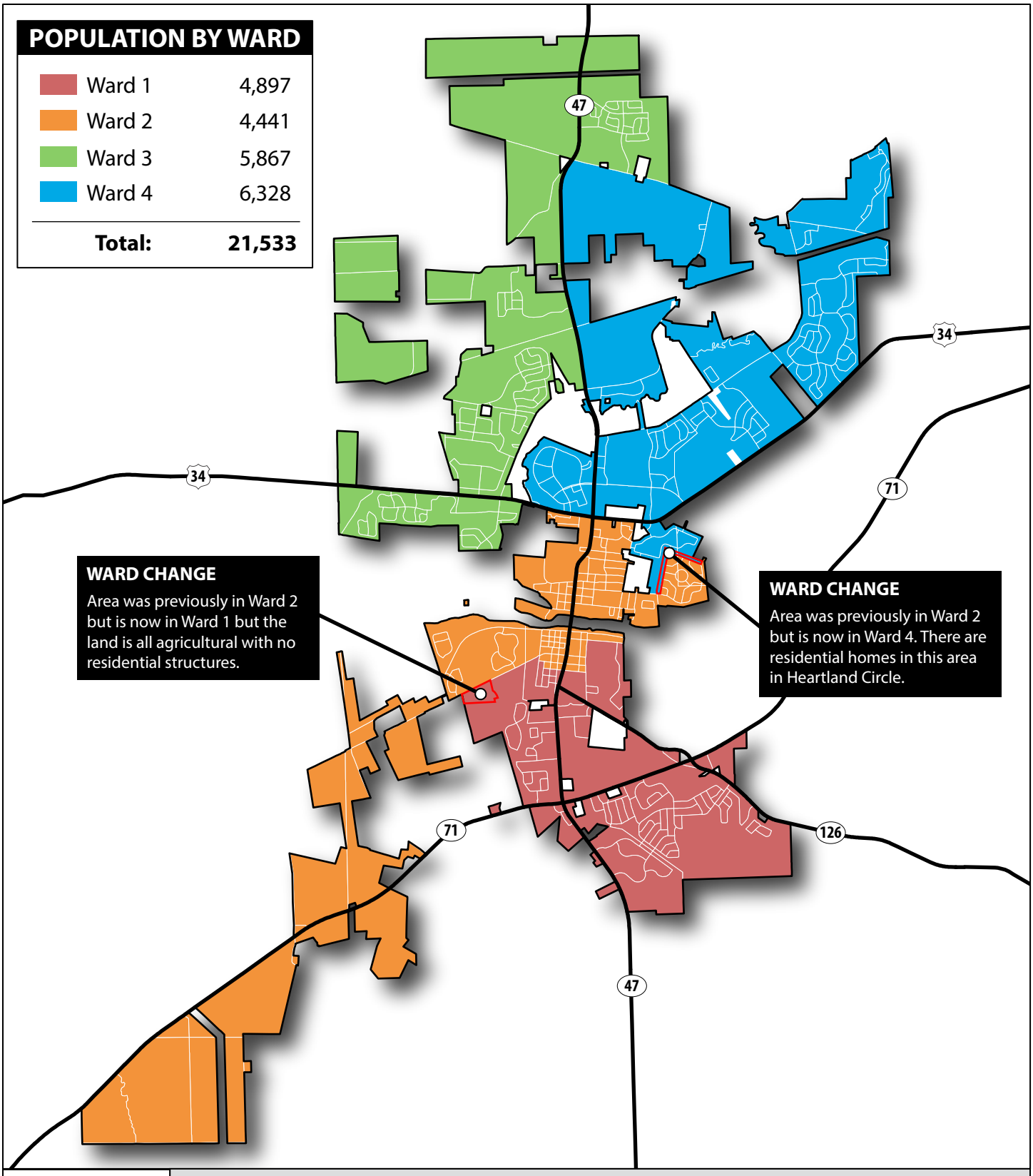
1) Keep the existing elected officials in their current ward (i.e. no redistricting someone out of office unless it's a last resort)
2) Make the ward boundaries as equal as possible, taking future growth into account
3) Keep the ward boundaries as "common sense" as possible, utilizing entire subdivisions, state routes, and the river as a boundary where possible.

We would ask the City Council to review these previous guidelines and opine whether they are sufficient in 2022.

Recommendation

Staff recommends that City Council should:

1) Direct staff to prepare ward maps for future City Council review and;
2) Review the redistricting guidelines #1 - 3 from 2012 listed above, and either reaffirm these guidelines for the 2022 redistricting or provide new guidelines and;
3) Decide whether they would like to conduct a City Council public hearing on the ward maps, even if not legally required to do so



2020 U.S. Census Population by Ward Map

United City of Yorkville, Illinois

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: March 17, 2022

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

LOCATION: (I:)//Community Development/Census 2020/Ward Population Map

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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2022-21

Agenda Item Summary Memo

Title: CDBG Economic Grant Funding Update - BrightFarms Sewer Extension

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: CC – 05/10/22

Item Number: CC 2022-05

Action Taken: Approved an Ordinance Approving an Agreement between the City of Yorkville, Yorkville-Bristol Sanitary District, and Illinois Greenhouse, LLC (BrightFarms)

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

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Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 24, 2022
Subject: CDBG Economic Development Grant Funding Update– BrightFarms Sewer Extension

Summary

Consideration of a Supplemental Resolution of Support and Local Commitment for a CDBG Economic Development Grant Application (sewer extension to serve BrightFarms).

Background

On January 11, 2022, the City passed a Resolution of Support and Local Commitment for $1,000,000 of CDBG support for this public infrastructure project in the form of a sewer extension. However, upon going through the application process, staff was alerted that the business jobs to dollar ratio in the grant application was higher than other awards in the past and higher than the grant process allows. Thus, the state is prepared to process the application with a lower dollar value ($789,000) based on the number of jobs created and the grant program guidelines. We've reviewed the grant application and materials, and are prepared to resubmit the final grant resolution for state review and authorization.

Accordingly, we've drafted a new resolution for the lower dollar value for City Council to approve. It allows the City to proceed with the grant application for the sewer extension project and states that, if the grant is received for $789,000, funds from the City's general fund and enterprise funds in the amount of $2,438,415 will be used, in conjunction with the grant monies, to fund the estimated total project cost of $3,227,415.

It should be noted that there is not a guarantee of grant award, but we expect to hear back from the state over the next couple weeks whether the grant application has been awarded or not. As part of a potential grant award, the City will have to complete an environmental assessment to the state, publish a finding of no significant environmental impact, and complete another public hearing prior to release of any funds. More information on those processes will be communicated to everyone if/when the grant is awarded.

Recommendation

Staff recommends approval of the Supplemental Resolution of Support and Commitment of Local Funds for a sewer extension to serve BrightFarms.

Resolution No. 2022-_____

SUPPLEMENTAL RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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

WHEREAS, the City has applied to the State of Illinois for a Community Development Block Grant Program grant; and

WHEREAS, it was understood by the City that an application must be made and agreements entered into with the State of Illinois to qualify for the grant; and

WHEREAS, as required, on January 11,2022, the City adopted Resolution 2022-02, a RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT ("Resolution 2022-02"); and

WHEREAS, the City now desires to amend the funding amount as stated in the original application for the grant; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity has advised the City that to modify the funding amount from the original grant application to meet the HUD Safe Harbor rule for Aggregation, a Supplemental Resolution stating a new funding amount for the application be approved.

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

Section 1. That the City hereby amends its application for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application as amended.

Section 2. That Resolution 2022-02 be and is hereby repealed.

Section 3. That the Mayor and City Clerk on behalf of the City are hereby authorized to execute all documents; provide such additional information as may be necessary to obtain the

grant; and, take such action as may be required for the carrying out of said application, as amended, and obtaining the grant.

Section 4. That the City does hereby commit funds from the general fund and enterprise funds in the amount of $2,438,415 for use in conjunction with an Illinois Community Development Block Grant, for an estimated total project cost of $3,227,415.

Section 5. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution.

Section 6. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2022-22

Agenda Item Summary Memo

Title: Sale of Old Post Office – 201 W Hydraulic Street (ARC Building)

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 19, 2022
Subject: Sale of Old Post Office

Summary

Review of the status of the Old Post Office.

Background

Over the past several years, the City Council and staff have heard varying interest from different developers on the Old Post Office at 201 W Hydraulic Street; currently called the ARC Building. With the renovation of the school district's athletic building into the Future Foxes preschool program (City-School partnership), the current use of the building is set to expire this summer. Accordingly, we plan to bring a development RFP for sale and redevelopment of this proposal to the City Council at the June 14th meeting.

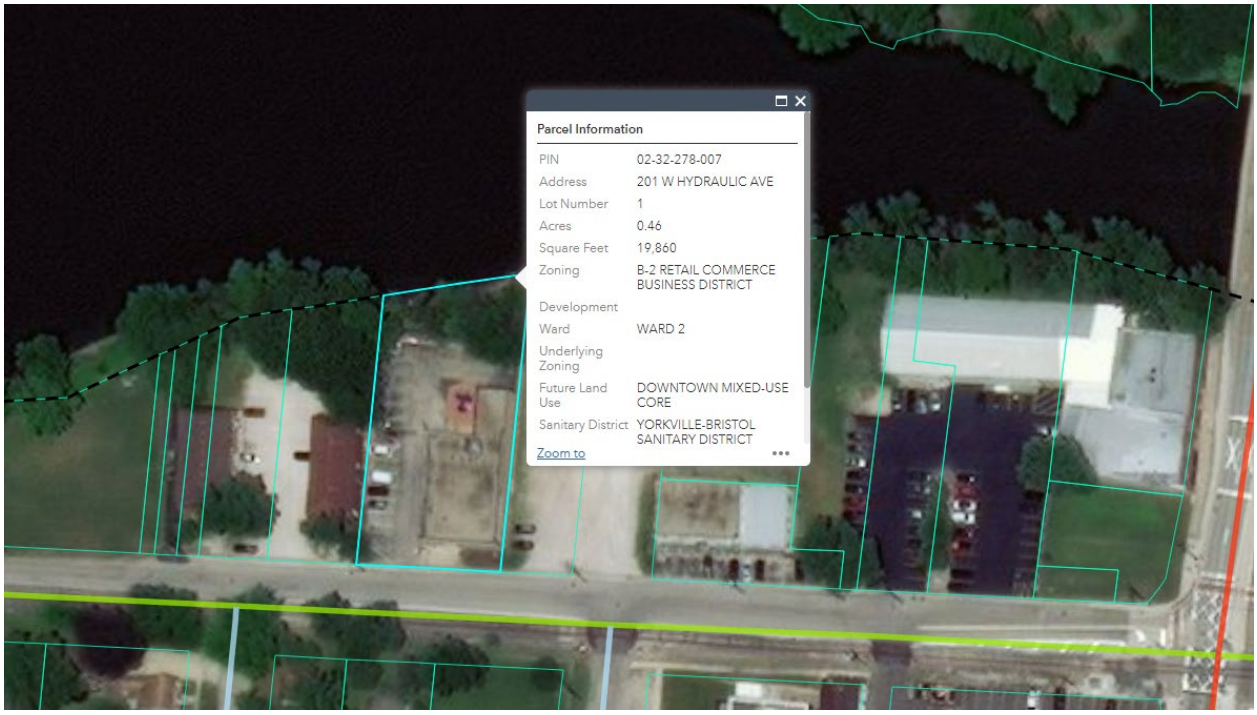
For your early use, I am attaching the draft RFP we used for the old jail, and the RFP that Oswego used to sell the lumberyard property. We would propose a similar process for the Old Post Office:

1) Review and potential approval of the RFP document at the June 14th City Council meeting.
2) Two week maximum public notice publication timeline, end of June
3) Recommended minimum 60 day window for developers to submit proposals (July and August)
4) RFP window closes and proposals are opened and read aloud at the September 13th City Council meeting.
5) Direct negotiation and City Council discussions occur throughout Fall 2022, with a proposal expected to be voted on as soon as negotiations complete.

For the scope of the RFP, we expect to have a modified proposal list from the jail RFP, but we expect to include many of the same requests for company information, narrative of project vision, site plan, TIF request, sale price, etc. If the City Council has other design or project ideas other than what has already been communicated in documents like the City's TIF plan, downtown grant, form based zoning, etc. it would be helpful to discuss those ideas now for inclusion into the RFP document.

Recommendation

This is an informational item.


Parcel Information
PIN 02-32-278-007
Address 201 W HYDRAULIC AVE
Lot Number 1
Acres 0.46
Square Feet 19,860
Zoning B-2 RETAIL COMMERCE BUSINESS DISTRICT
Development
Ward WARD 2
Underlying Zoning
Future Land Use DOWNTOWN MIXED-USE CORE
Sanitary District YORKVILLE-BRISTOL SANITARY DISTRICT
Zoom to

FACILITY CONDITION ASSESSMENT



Prepared for:

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

FACILITY CONDITION ASSESSMENT

Park & Rec Office
201 West Hydraulic Avenue
Yorkville, Illinois 60560

PREPARED BY:
EMG
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.EMGcorp.com

EMG CONTACT:
Andrew Hupp
Senior Engineering Consultant
800.733.0660 x6632
arhupp@emgcorp.com

EMG Project Number:
122700.17R000-011.322

Date of Report:
June 30, 2017

On Site Date:
May 23, 2017

DUDE SOLUTIONS
PARENT COMPANY OF SchoolDude | FacilityDude | TheWorxHub

Immediate Repairs Report
Park & Rec Office
6/30/2017

EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
3.1	615178	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	1	EA	$1,391.50	$1,392	**$1,392**
7.2	615202	Backflow Preventer, 0.75", Install	1	EA	$1,010.43	$1,010	**$1,010**
7.4	615180	High Pressure Sodium Lighting Fixture, , Replace	1	EA	$719.95	$720	**$720**
7.6	615111	Sprinkler System, Full Retrofit, Office (per SF), Renovate	4700	SF	$8.00	$37,594	**$37,594**
7.6	615112	Fire Alarm System, Office Building, Install	4700	SF	$2.36	$11,090	**$11,090**
Immediate Repairs Total							**$51,805**

* Location Factor (1.0) included in totals.

Replacement Reserves Report

Park & Rec Office

6/30/2017

Location	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total Escalated Estimate
Park & Rec Office	$51,805	$32,104	$3,899	$0	$21,888	$47,703	$0	$0	$0	$0	$120,155	$0	$19,546	$12,265	$0	$156,831	$0	$0	$16,027	$0	**$482,223**
GrandTotal	**$51,805**	**$32,104**	**$3,899**	**$0**	**$21,888**	**$47,703**	**$0**	**$0**	**$0**	**$0**	**$120,155**	**$0**	**$19,546**	**$12,265**	**$0**	**$156,831**	**$0**	**$0**	**$16,027**	**$0**	**$482,223**

EMG Renamed Item Number	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost	Subtotal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Deficiency Repair Estimate
3.1	615178	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	0	1	EA	$1,391.50	$1,392	$1,392																				**$1,392**
5.2	615175	Parking Lots, Asphalt Pavement, Mill & Overlay	25	24	1	8255	SF	$3.28	$27,080		$27,080																			**$27,080**
5.2	615177	Parking Lots, Asphalt Pavement, Seal & Stripe	5	0	5	8255	SF	$0.38	$3,133						$3,133					$3,133					$3,133					**$9,398**
5.2	615186	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	20	10	257	SF	$34.11	$8,766											$8,766										**$8,766**
5.2	615188	Pedestrian Pavement, Sidewalk, Concrete, Replace	30	20	10	1055	SF	$19.82	$20,912											$20,912										**$20,912**
5.5	615172	Fences & Gates, Chain Link, 6' High, Replace	30	20	10	145	LF	$37.54	$5,443											$5,443										**$5,443**
5.5	615174	Fences & Gates, Wood Board, Replace	30	20	10	96	SF	$6.11	$587											$587										**$587**
5.5	615151	Play Structure, Pre-School, Replace	20	5	15	1	EA	$7,590.00	$7,590																$7,590					**$7,590**
6.6	615146	Window, Aluminum Double-Glazed, Small, Replace	30	29	1	4	EA	$292.10	$1,168		$1,168																			**$1,168**
6.6	615181	Window, Aluminum Double-Glazed, Replace	30	29	1	5	EA	$584.21	$2,921		$2,921																			**$2,921**
6.6	615182	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	20	10	240	SF	$48.00	$11,520											$11,520										**$11,520**
6.6	615183	Exterior Door, Fully-Glazed Aluminum-Framed Swinging Motor-Operated, Replace	30	20	10	1	EA	$10,194.36	$10,194											$10,194										**$10,194**
6.6	615147	Exterior Door, Steel, Replace	25	10	15	4	EA	$950.12	$3,800																$3,800					**$3,800**
7.1	615193	Condensing Unit/Heat Pump, Split System, 5 Ton, Replace	15	10	5	1	EA	$6,439.81	$6,440						$6,440															**$6,440**
7.1	615195	Condensing Unit/Heat Pump, Split System, 5 Ton, Replace	15	2	13	1	EA	$6,439.81	$6,440															$6,440						**$6,440**
7.1	615127	Air Handler, Interior, 1,301 to 2,500 CFM, Replace	20	16	4	1	EA	$9,413.96	$9,414					$9,414																**$9,414**
7.1	615126	Air Handler, Interior, 1,301 to 2,500 CFM, Replace	20	2	18	1	EA	$9,413.96	$9,414																			$9,414		**$9,414**
7.1	615196	Exhaust Fan, Roof Mounted, Replace	15	5	10	2	EA	$1,499.53	$2,999											$2,999										**$2,999**
7.2	615120	Toilet, Tankless (Water Closet), Replace	20	5	15	2	EA	$842.97	$1,686																$1,686					**$1,686**
7.2	615121	Lavatory, Vitreous China, Replace	20	5	15	2	EA	$572.66	$1,145																$1,145					**$1,145**
7.2	615122	Sink, Stainless Steel, Replace	20	5	15	1	EA	$1,054.05	$1,054																$1,054					**$1,054**
7.2	615202	Backflow Preventer, 0.75", Install	15	15	0	1	EA	$1,010.43	$1,010	$1,010															$1,010					**$2,021**
7.2	615131	Water Heater, Gas, Residential, 40 GAL, Replace	10	8	2	1	EA	$2,349.48	$2,349			$2,349											$2,349							**$4,699**
7.4	615116	Distribution Panel, 208 Y, 120 V, 200 Amp, Replace	30	20	10	1	EA	$7,906.20	$7,906											$7,906										**$7,906**
7.4	615180	High Pressure Sodium Lighting Fixture, , Replace	20	20	0	1	EA	$719.95	$720	$720																				**$720**
7.4	615189	Compact Fluorescent Lighting Fixture, 80 W, Replace	20	10	10	2	EA	$256.88	$514											$514										**$514**
7.4	615149	Metal Halide Lighting Fixture, 250 W, Replace	20	10	10	3	EA	$748.18	$2,245											$2,245										**$2,245**
7.4	615109	Lighting System, Interior, Office Building, Upgrade	25	10	15	3985	SF	$9.24	$36,829																$36,829					**$36,829**
7.6	615111	Sprinkler System, Full Retrofit, Office (per SF), Renovate	50	50	0	4700	SF	$8.00	$37,594	$37,594																				**$37,594**
7.6	615115	Fire Extinguisher, Replace	15	0	15	3	EA	$356.54	$1,070																$1,070					**$1,070**
7.6	615112	Fire Alarm System, Office Building, Install	20	20	0	4700	SF	$2.36	$11,090	$11,090																				**$11,090**
7.6	615110	Emergency/Exit Combo, Replace	10	5	5	4	EA	$687.51	$2,750						$2,750										$2,750					**$5,500**
8.1	615139	Interior Door, Bi-Fold, Replace	15	10	5	1	EA	$762.99	$763						$763															**$763**
8.1	615114	Interior Door, Partially-Glazed Wood-Framed, Replace	15	10	5	1	EA	$1,982.31	$1,982						$1,982															**$1,982**
8.1	615113	Interior Door, Wood Hollow-Core, Replace	20	10	10	4	EA	$596.52	$2,386											$2,386										**$2,386**
8.1	615118	Interior Door, Fire 90-Minutes and Over, Replace	20	10	10	1	EA	$1,649.06	$1,649											$1,649										**$1,649**
8.1	615117	Interior Door, Steel, Replace	25	10	15	5	EA	$950.12	$4,751																$4,751					**$4,751**

EMG Renamed Item Number	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost	Subtotal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Deficiency Repair Estimate
8.1	615105	Interior Door, Fully-Glazed Aluminum-Framed Swinging, Replace	30	15	15	2	EA	$2,106.57	$4,213																$4,213					**$4,213**
8.1	615106	Interior Wall Finish, Gypsum Board and CMU, Prep & Paint	8	4	4	7050	SF	$1.42	$10,034					$10,034								$10,034								**$20,067**
8.1	615137	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	10	5	80	SF	$4.80	$384						$384															**$384**
8.1	615107	Interior Floor Finish, Carpet Standard-Commercial Medium-Traffic, Replace	10	5	5	3505	SF	$7.26	$25,433						$25,433										$25,433					**$50,867**
8.1	615143	Interior Ceiling Finish, Structure, Prep & Paint	10	8	2	675	SF	$1.96	$1,326			$1,326										$1,326								**$2,652**
8.1	615108	Interior Ceiling Finish, Acoustical Tile (ACT), Replace	20	10	10	3585	SF	$3.11	$11,153											$11,153										**$11,153**
8.1	615140	Residential Appliances, Refrigerator, Replace	15	2	13	2	EA	$956.04	$1,912														$1,912							**$1,912**
8.1	615125	Kitchen Counter, Plastic Laminate, Postformed, Replace	10	5	5	6	LF	$43.90	$263						$263										$263					**$527**
8.1	615123	Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	5	15	6	LF	$467.63	$2,806																$2,806					**$2,806**
9.0	615145	Prefabricated/Ancillary Building or Structure, All Components, Replace	30	15	15	25	SF	$125.19	$3,130																$3,130					**$3,130**
Totals, Unescalated										**$51,805**	**$31,169**	**$3,675**	**$0**	**$19,448**	**$41,149**	**$0**	**$0**	**$0**	**$0**	**$89,406**	**$0**	**$13,709**	**$8,352**	**$0**	**$100,664**	**$0**	**$0**	**$9,414**	**$0**	**$368,792**
Location Factor (1.00)										**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Totals, Escalated (3.0% inflation, compounded annually)										**$51,805**	**$32,104**	**$3,899**	**$0**	**$21,888**	**$47,703**	**$0**	**$0**	**$0**	**$0**	**$120,155**	**$0**	**$19,546**	**$12,265**	**$0**	**$156,831**	**$0**	**$0**	**$16,027**	**$0**	**$482,223**

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1. Executive Summary

1.1. Property Information and General Physical Condition

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information	
Address:	201 West Hydraulic Avenue, Yorkville, Kendall, IL 60560
Year Constructed/Renovated:	1985
Current Occupants:	City of Yorkville – Parks and Recreation
Percent Utilization:	100%
Management Point of Contact:	City of Yorkville, Mr. Peter Ratos 630.553.8574 phone pratos@yorkville.il.us email
Property Type:	Office/Day Care
Site Area:	0.37 acres
Building Area:	4,700 SF
Number of Buildings:	1
Number of Stories:	1
Parking Type and Number of Spaces:	17 spaces in open lots
Building Construction:	Masonry bearing walls and steel-framed roofs
Roof Construction:	Flat roofs with built-up membrane.
Exterior Finishes:	Brick Veneer
Heating, Ventilation & Air Conditioning:	Individual package split-system units
Fire and Life/Safety:	Hydrants, smoke detectors, carbon monoxide detectors, extinguishers, exit signs, and emergency lights.
Dates of Visit:	May 23, 2017
On-Site Point of Contact (POC):	Scott Sleezer
Assessment and Report Prepared by:	Paul Prusa
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp Program Manager arhupp@emgcorp.com 800.733.0660 x6632

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Systemic Condition Summary			
Site	Fair	HVAC	Fair
Structure	Good	Plumbing	Fair
Roof	Fair	Electrical	Fair
Vertical Envelope	Fair	Elevators	--
Interiors	Good	Fire	Fair

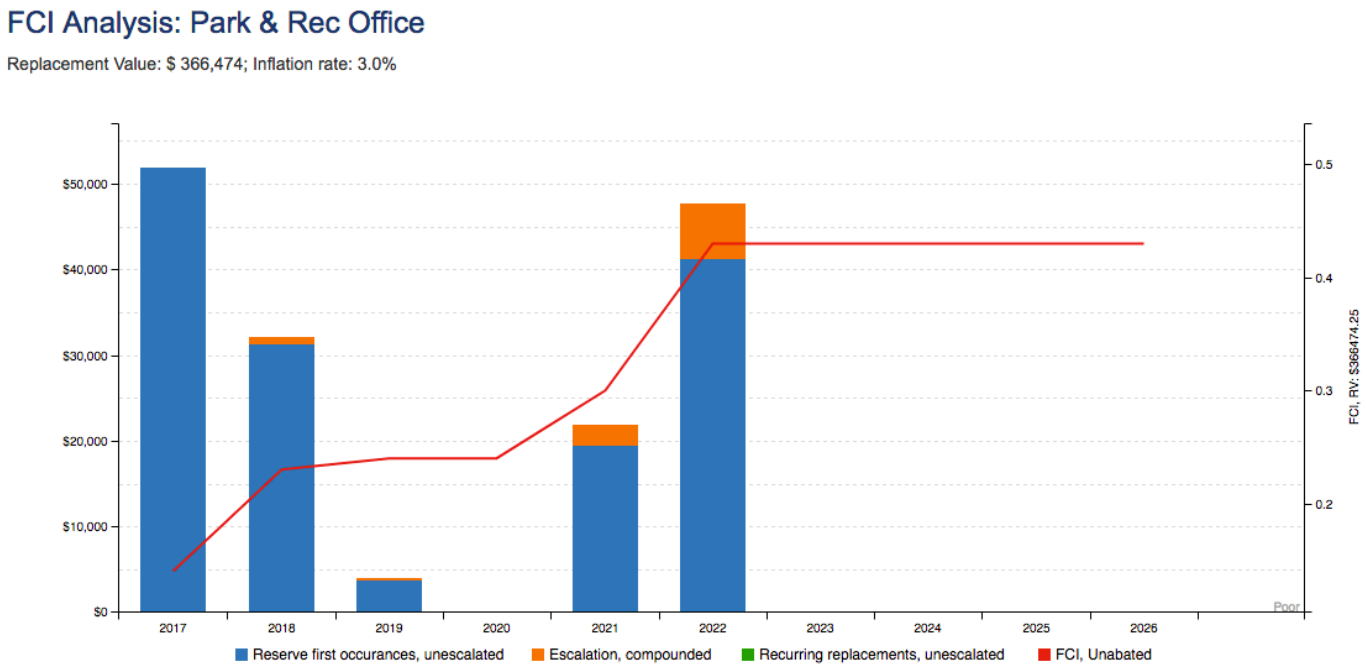
The following bullet points highlight the most significant short term and modernization recommendations:

- Installation of a complete fire suppression system
- Installation of a complete fire alarm system
- Asphalt pavement mill & overlay

Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been well maintained in recent years and is in good overall condition.

According to property management personnel, the property has had an active capital improvement expenditure program over the past three years, primarily consisting of new flooring, asphalt pavement seal coating, and interior painting. Supporting documentation was not provided in support of these claims but some of the work is evident.

1.2. Facility Condition Index (FCI)



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

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Fci Condition Rating	Definition	Percentage Value
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

Key Finding	Metric	
Current Year Facility Condition Index (FCI) FCI = (IR)/(CRV)	14.1%	Poor
10-Year Facility Condition Index (FCI) FCI = (RR)/(CRV)	61.6%	Very Poor
Current Replacement Value (CRV)	4,700 SF * 183.24 / SF = $366,474	

Year **0** (Current Year) - Immediate Repairs (IR)	$51,805
Years **1-10** – Replacement Reserves (RR)	$228,750
Total Capital Needs	**$277,555**

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Installation of a complete fire suppression system
- Installation of a complete fire alarm system

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables at the beginning of this report.

1.3. Special Issues and Follow-Up Recommendations

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

There are no visual indications of the presence of fungal growth, conditions conducive to fungal growth, or evidence of moisture in representative readily accessible areas of the property.

1.4. Opinions of Probable Cost

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift,* EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

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Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc. ASTM E2018-08 recognizes that certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

1.4.1. Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

1.4.2. Immediate Repairs

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

1.4.3. Replacement Reserves

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, EMG's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

EMG's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair Cost Estimate.

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2. Purpose and Scope

2.1. Purpose

EMG was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

CONDITIONS:

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Failed or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	=	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	=	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

FORMAT OF THE BODY OF THE REPORT:

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Failed condition at the time of the assessment, with corresponding costs included within the first few years.

PLAN TYPES:

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance. The following Plan Types are listed in general weighted order of importance:

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Safety	=	An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
Performance/Integrity	=	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
Accessibility	=	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	=	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Modernization/Adaptation	=	Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	=	Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

2.2. Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. EMG will also interview Project personnel regarding the presence of any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, in order to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide an Executive Summary at the beginning of this report.
- Prepare a mechanical equipment inventory list.

2.3. Personnel Interviewed

The building engineer was interviewed for specific information relating to the physical property, available maintenance procedures, historical performance of key building systems and components, available drawings and other documentation. The following personnel from the facility and government agencies were interviewed in the process of conducting the FCA:

Name and Title	Organization	Phone Number
Scott Sleezer	Parks and Recreation	630.878.7291

The FCA was performed without the assistance of an onsite Point of Contact (POC).

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2.4. Documentation Reviewed

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

Although Appendix E provides a summary of the documents requested or obtained, the following list provides more specific details about some of the documents that were reviewed or obtained during the site visit.

- No documents provided.

2.5. Pre-Survey Questionnaire

A Pre-Survey Questionnaire was sent to the POC prior to the site visit. The questionnaire is included in Appendix E.

2.6. Weather Conditions

May 23, 2017: Raining, with temperatures in the 70s (°F) and winds.

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3. Accessibility and Property Research

3.1. ADA Accessibility

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of “areas of public accommodations” and “commercial facilities” on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in *EMG’s Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of EMG’s undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

At a office property, the areas considered as a public accommodation besides the site itself and parking, are the exterior accessible route, the interior accessible route up to the tenant lease lines and the interior common areas, including the common area restrooms.

The facility does not appear to be accessible with Title III of the Americans with Disabilities Act. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

Parking

- Adequate number of designated parking stalls and signage for cars are not provided.
- Adequate number of designated parking stalls and signage for vans are not provided.

Paths of Travel

- Add visual alarm to existing audible fire alarm.

A full ADA Compliance Survey may reveal additional aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The cost to address the achievable items noted above is included in the cost tables.

3.2. Municipal Information, Flood Zone and Seismic Zone

Not applicable.

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4. Existing Building Assessment

4.1. Unit or Space Types

All 4,700 square feet of the building are occupied by a single occupant, City of Yorkville – Parks and Recreation. The spaces a combination of offices, classrooms, supporting restrooms, mechanical, and other utility spaces.

4.2. Inaccessible Areas or Key Spaces Not Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, exterior of the property and the roof. Areas of note that were either inaccessible or not observed for other reasons are listed in the table below:

Key Spaces Not Observed		
Room Number	Area	Access Issues
--	Roof	Requires a ladder but due to rain it was unsafe to climb metal ladder.

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5. Site Improvements

5.1. Utilities

The following table identifies the utility suppliers and the condition and adequacy of the services.

Site Utilities		
Utility	Supplier	Condition and Adequacy
Sanitary sewer	City of Yorkville	Good
Storm sewer	City of Yorkville	Good
Domestic water	City of Yorkville	Good
Electric service	Commonwealth Edison	Good
Natural gas service	Nicor Gas	Good

Actions/Comments:

- According to the occupants, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as emergency electrical generators, septic systems, water or waste water treatment plants, or propane gas tanks.

5.2. Parking, Paving, and Sidewalks

Item	Description
Main Ingress and Egress	Hydraulic Avenue
Access from	South
Additional Entrances	--
Additional Access from	--

Paving and Flatwork			
Item	Material	Last Work Done	Condition
Entrance Driveway Apron	Asphalt	>20	Fair
Parking Lot	Asphalt	>20	Poor
Drive Aisles	Asphalt	>20	Poor
Service Aisles	None	--	--
Sidewalks	Concrete	Approx. 20	Fair
Curbs	None	--	--
Site Stairs	None	--	--
Pedestrian Ramps	Cast-in-place concrete	Approx. 20	Fair

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Parking Count				
Open Lot	Carport	Private Garage	Subterranean Garage	Freestanding Parking Structure
17	--	--	--	--

Total Number of ADA Compliant Spaces	0
Number of ADA Compliant Spaces for Vans	0
Total Parking Spaces	17
Parking Ratio (Spaces/Apartments)	--
Method of Obtaining Parking Count	Physical count

Exterior Stairs			
Location	Material	Handrails	Condition
None	--	--	--

Anticipated Lifecycle Replacements:

- Asphalt seal coating
- Asphalt pavement
- Sidewalks
- Pedestrian ramps

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

5.3. Drainage Systems and Erosion Control

Drainage System and Erosion Control		
System	Exists At Site	Condition
Surface Flow	☒	Fair
Inlets	☐	--
Swales	☐	--
Detention pond	☐	--
Lagoons	☐	--
Ponds	☐	--
Underground Piping	☐	--
Pits	☐	--
Municipal System	☐	--
Dry Well	☐	--

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Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

5.4. Topography and Landscaping

Item	Description						
Site Topography	Slopes gently down towards the adjacent river.						
Landscaping	Trees	Grass	Flower Beds	Planters	Drought Tolerant Plants	Decorative Stone	None
	☒	☒	☐	☐	☒	☐	☐
Landscaping Condition	Good						
Irrigation	Automatic Underground	Drip	Hand Watering	None			
	☐	☐	☐	☒			
Irrigation Condition	--						

Retaining Walls		
Type	Location	Condition
None	--	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

5.5. General Site Improvements

Property Signage	
Property Signage	Building mounted
Street Address Displayed?	Yes

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Site and Building Lighting					
Site Lighting	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
	☒	☐	☐	☐	☐
	--				
Building Lighting	None		Wall Mounted		Recessed Soffit
	☐		☒		☒
	Fair				

Site Fencing		
Type	Location	Condition
Stained wood board and posts	Rear lot	Fair
Chain link with metal posts	Rear lot	Fair

REFUSE DISPOSAL				
Refuse Disposal	Common area dumpsters			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
Left side of building	Asphalt paving	Wood board fence	Yes	Fair

Other Site Amenities			
	Description	Location	Condition
Playground Equipment	Plastic and metal	Rear lot	Good
Tennis Courts	None	--	--
Basketball Court	None	--	--
Swimming Pool	None	--	--

Anticipated Lifecycle Replacements:

- Exterior lighting
- Site fencing
- Playground equipment
- Playground surfaces

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

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6. Building Architectural and Structural Systems

6.1. Foundations

Building Foundation		
Item	Description	Condition
Foundation	Masonry foundation walls	Good
Basement and Crawl Space	None	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The foundation systems are concealed. There are no significant signs of settlement, deflection, or movement.

6.2. Superstructure

Building Superstructure		
Item	Description	Condition
Framing / Load-Bearing Walls	Masonry walls	Good
Ground Floor	Concrete slab	Good
Upper Floor Framing	--	--
Upper Floor Decking	--	--
Roof Framing	Steel beams or girders	Good
Roof Decking	Metal decking	Good

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

6.3. Roofing

Primary Roof			
Type / Geometry	Flat	Finish	Built-up membrane

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Primary Roof			
Maintenance	Outside Contractor	Roof Age	Approximately 20 Yrs
Flashing	Built-up base and Edge flashing	Warranties	No
Parapet Copings	Pre-cast Concrete	Roof Drains	Internal drains
Fascia	None	Insulation	Rigid Board
Soffits	Exposed Soffits	Skylights	No
Attics	None	Ponding	Unknown
Ventilation Source-1	None	Leaks Observed	No
Ventilation Source-2	--	Roof Condition	Fair

Anticipated Lifecycle Replacements:

- Built-up roof membrane
- Roof flashings (included as part of overall membrane replacement)
- Parapet wall copings (included as part of overall membrane replacement)

Actions/Comments:

- The roof finishes appear to be more than 20 years old. Information regarding roof warranties or bonds was not available.
- According to the POC, there are no active roof leaks. Roof leaks have occurred in the past year. The leaks have since been repaired, and no active roof leaks are evident
- There is no evidence of roof deck or insulation deterioration. The roof substrate and insulation should be inspected during any future roof repair or replacement work.
- Roof drainage appears to be adequate. Clearing and minor repair of drain system components should be performed regularly as part of the property management's routine maintenance and operations program.

6.4. Exterior Walls

Building Exterior Walls		
Type	Location	Condition
Primary Finish	Brick veneer	Good
Secondary Finish	Metal siding	Fair
Accented with	Pre-cast concrete	Good
Soffits	Exposed	Fair

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

Anticipated Lifecycle Replacements:

- Metal siding

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Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance, including patching repairs, graffiti removal, and re-caulking, is highly recommended. Future lifecycle replacements of the components listed above will be required.

6.5. Exterior and Interior Stairs

Not applicable. There are no exterior or interior stairs.

6.6. Exterior Windows and Doors

Building Windows				
Window Framing	Glazing	Location	Window Screen	Condition
Aluminum framed storefront	Double glaze	Front elevation	☐	Fair
Aluminum framed, operable	Single glaze	Exterior walls	☐	Poor

Building Doors		
Main Entrance Doors	Door Type	Condition
	Fully glazed, metal framed	Fair
Secondary Entrance Doors	Metal, insulated	Fair
Service Doors	Metal, insulated	Fair
Overhead Doors	None	--

Anticipated Lifecycle Replacements:

- Windows
- Storefront glazing
- Exterior doors

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

6.7. Patio, Terrace, and Balcony

Not applicable. There are no patios, terraces, or balconies.

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7. Building Mechanical and Plumbing Systems

See the Mechanical Equipment List in the Appendices for the quantity, manufacturer's name, model number, capacity and year of manufacturer of the major mechanical equipment, if available.

7.1. Building Heating, Ventilating, and Air Conditioning (HVAC)

Individual Units	
Primary Components	Split system furnaces and condensing units
Cooling (if separate from above)	performed via components above
Quantity and Capacity Ranges	2 units at 5 tons each
Total Heating or Cooling Capacity	10 tons
Heating Fuel	Natural gas
Location of Equipment	Mechanical rooms
Space Served by System	Entire building
Age Ranges	Vary from 2000 to 2014
Primary Component Condition	Good to Fair

Controls and Ventilation	
HVAC Control System	Individual programmable thermostats/controls
HVAC Control System Condition	Good
Building Ventilation	Roof top exhaust fans
Ventilation System Condition	Good

Anticipated Lifecycle Replacements:

- Split system furnaces and condensing units
- Rooftop exhaust fans

Actions/Comments:

- The HVAC systems are maintained by the in-house maintenance staff.
- The HVAC equipment varies in age. HVAC equipment is replaced on an "as needed" basis.
- The HVAC equipment appears to be functioning adequately overall. However, due to the inevitable failure of parts and components over time, the equipment will require replacement. A budgetary cost for this work is included.

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7.2. Building Plumbing and Domestic Hot Water

Building Plumbing System		
Type	Description	Condition
Water Supply Piping	Copper	Fair
Waste/Sewer Piping	Cast iron	Fair
Vent Piping	PVC	Fair
Water Meter Location	Mechanical room	

Domestic Water Heaters or Boilers	
Components	Water Heater
Fuel	Natural gas
Quantity and Input Capacity	1 unit at 32,000 BTUH
Storage Capacity	40 gallons
Boiler or Water Heater Condition	Fair
Supplementary Storage Tanks?	No
Storage Tank Quantity & Volume	--
Quantity of Storage Tanks	--
Storage Tank Condition	--
Domestic Hot Water Circulation Pumps (3 HP and over)	No
Adequacy of Hot Water	Adequate
Adequacy of Water Pressure	Adequate

Plumbing Fixtures	
Water Closets	Commercial
Toilet (Water Closet) Flush Rating	1.6 GPF
Common Area Faucet Nominal Flow Rate	2.0 GPM
Condition	Good

Anticipated Lifecycle Replacements:

- Water heater
- Toilets
- Urinals
- Sink
- Lavatory

Actions/Comments:

- The plumbing systems appear to be well maintained and functioning adequately. The water pressure appears to be sufficient. No significant repair actions or short term replacement costs are required. Routine and periodic maintenance is recommended. Future lifecycle replacements of the components or systems listed above will be required.

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7.3. Building Gas Distribution

Gas service is supplied from the gas main on the adjacent public street. The gas meter and regulator are located along the exterior wall of the building. The gas distribution piping within the building is malleable steel (black iron).

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The pressure and quantity of gas appear to be adequate.
- The gas meter and regulator appear to be functioning adequately and will require routine maintenance.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

7.4. Building Electrical

Building Electrical Systems			
Electrical Lines	Overhead	Transformer	Pole-mounted
Main Service Size	200 Amps	Volts	120/208 Volt, three-phase
Meter & Panel Location	Rear elevation	Branch Wiring	Copper
Conduit	Metallic	Step-Down Transformers?	No
Security / Surveillance System?	No	Building Intercom System?	No
Lighting Fixtures	T-8		
Main Distribution Condition	Fair		
Secondary Panel and Transformer Condition	--		
Lighting Condition	Fair		

Anticipated Lifecycle Replacements:

- Circuit breaker panels
- Interior light fixtures

Actions/Comments:

- The onsite electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The panels are original 1985 components. The electrical service is reportedly adequate for the facility's needs. However, due to the age of the panels and increasing difficulty of obtaining replacement parts over time, lifecycle replacements are recommended per above.

7.5. Building Elevators and Conveying Systems

Not applicable. There are no elevators or conveying systems.

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7.6. Fire Protection and Security Systems

Item	Description					
Type	None					
Fire Alarm System	Central Alarm Panel	☐	Battery-Operated Smoke Detectors	☒	Alarm Horns	☐
	Annunciator Panels	☐	Hard-Wired Smoke Detectors	☐	Strobe Light Alarms	☐
	Pull Stations	☐	Emergency Battery-Pack Lighting	☒	Illuminated EXIT Signs	☒
Alarm System Condition	Fair					
Sprinkler System	None	☒	Standpipes	☐	Backflow Preventer	☐
	Hose Cabinets	☐	Fire Pumps	☐	Siamese Connections	☐
Suppression Condition	--					
Central Alarm Panel System	Location of Alarm Panel		Installation Date of Alarm Panel			
	--		--			
Fire Extinguishers	Last Service Date		Servicing Current?			
	May 2017		Yes			
Hydrant Location	Hydraulic Avenue					
Siamese Location	--					
Special Systems	Kitchen Suppression System	☐	Computer Room Suppression System	☐		

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The building is not protected by fire suppression. Due to its construction date, the facility is most likely “grandfathered” by code and the installation of fire sprinklers not required until major renovations are performed. Regardless of when or if installation of facility-wide fire suppression is required by the governing municipality, EMG recommends a retrofit be performed. A budgetary cost is included.
- The fire alarm systems appear somewhat antiquated and not up to current standards. There is a lack of strobes, audio alarms, insufficient pull stations, and system not fully addressable. Due to the age of the components and apparent shortcomings, a full modernization project is recommended. A budgetary cost is included.

7.7. Life Support Systems

Not applicable.

8. Interior Spaces

8.1. Interior Finishes

The facility is used as a pre-school and an office building for the Department of Parks and Recreation.

The most significant interior spaces include classrooms and offices. Supporting areas include restrooms, storage rooms, and mechanical rooms.

The following table generally describes the locations and typical conditions of the interior finishes within the facility:

Typical Floor Finishes		
Floor Finish	Locations	General Condition
Carpet	Offices and classrooms	Fair
Vinyl tile	Mechanical room	Fair
Ceramic tile	Lobby and restrooms	Good
Typical Wall Finishes		
Wall Finish	Locations	General Condition
Painted drywall	Throughout the building	Fair
Painted CMU	Throughout the building	Fair
Typical Ceiling Finishes		
Ceiling Finish	Locations	General Condition
Suspended T-bar (Acoustic)	Throughout the building	Fair
Painted drywall	Restrooms	Fair
Exposed structure	Storage room	Poor

Interior Doors		
Item	Type	Condition
Interior Doors	Hollow core wood & steel	Fair
Door Framing	Metal	Fair
Fire Doors	Yes	Fair

Anticipated Lifecycle Replacements:

- Carpet
- Vinyl tile
- Ceramic tile
- Interior paint

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- Suspended acoustic ceiling tile
- Interior doors
- Kitchenette appliances

Actions/Comments:

- The interior areas were last renovated in past 5 years.
- The ceiling tiles have isolated areas of water-damaged ceilings. The damaged ceiling tiles need to be replaced. The cost to replace the damaged finishes is relatively insignificant and the work can be performed as part of the property management's routine maintenance program.
- Paint on the exposed structure is worn and chipping in the storage room.

8.2. Commercial Kitchen & Laundry Equipment

Not applicable.

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9. Other Structures

Not applicable. There are no major accessory structures.

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10. Certification

City of Yorkville retained EMG to perform this Facility Condition Assessment in connection with its continued operation of Park and Recreation Office, 201 West Hydraulic Avenue, Yorkville, IL, the "Property". It is our understanding that the primary interest of City of Yorkville is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in depth studies were performed unless specifically required under Section 2 of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section 4.2 for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of City of Yorkville for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than City of Yorkville or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of EMG.

Any reuse or distribution of this report without such consent shall be at City of Yorkville and the recipient's sole risk, without liability to EMG.

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11. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Supporting Documentation
Appendix D: EMG Accessibility Checklist
Appendix E: Pre-Survey Questionnaire

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Appendix A:
Photographic Record



#1:	FRONT ELEVATION



#2:	RIGHT ELEVATION



#3:	LEFT ELEVATION



#4:	REAR ELEVATION



#5:	PARKING LOTS, ASPHALT PAVEMENT



#6:	SIDEWALK, CLAY BRICK/MASONRY PAVERS



#7:	PEDESTRIAN PAVEMENT, SIDEWALK, CONCRETE



#8:	FENCES & GATES, WOOD BOARD



#9:	FENCES & GATES, CHAIN LINK



#10:	PLAY STRUCTURE, PRE-SCHOOL



#11:	EXTERIOR WALL, ALUMINUM SIDING



#12:	EXTERIOR DOOR, FULLY-GLAZED ALUMINUM-FRAMED SWINGING MOTOR-OPERATED



#13:	EXTERIOR DOOR, STEEL



#14:	STOREFRONT, METAL-FRAMED WINDOWS



#15:	WINDOW, ALUMINUM DOUBLE-GLAZED AWNING



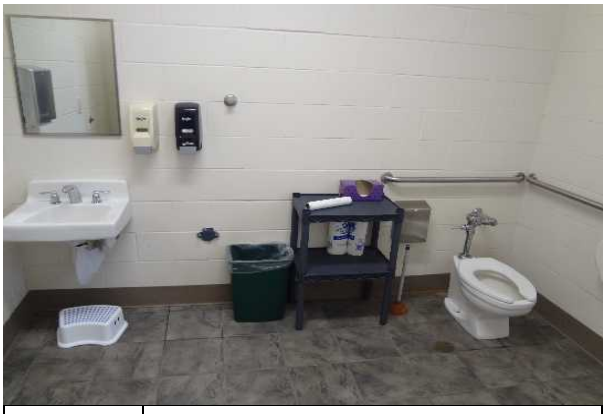
#16:	WINDOW, ALUMINUM DOUBLE-GLAZED, SMALL



#17:	CONDENSING UNIT, SPLIT SYSTEM



#18:	AIR HANDLER, INTERIOR



#19:	TOILET, TANKLESS (WATER CLOSET)



#20:	LAVATORY, VITREOUS CHINA



#21:	SINK, STAINLESS STEEL



#22:	WATER HEATER, GAS



#23:	LIGHTING SYSTEM, INTERIOR



#24:	METAL HALIDE LIGHTING FIXTURE



#25:	HIGH PRESSURE SODIUM LIGHTING FIXTURE



#26:	COMPACT FLUORESCENT LIGHTING FIXTURE



#27:	MAIN DISTRIBUTION PANEL



#28:	FIRE EXTINGUISHER



#29:	EMERGENCY/EXIT COMBO



#30:	KITCHEN CABINET, BASE AND WALL SECTION, WOOD



#31:	INTERIOR DOOR, STEEL



#32:	INTERIOR DOOR, WOOD HOLLOW-CORE



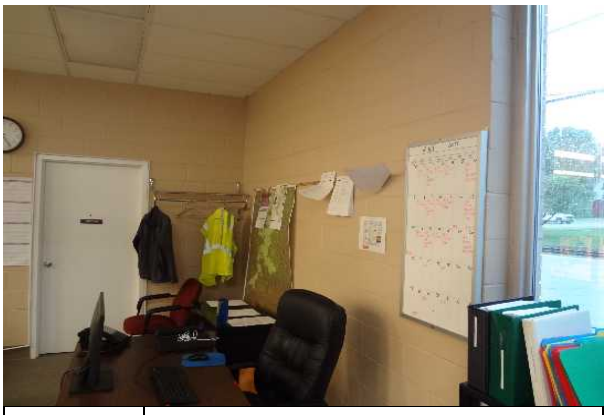
#33:	INTERIOR DOOR, BI-FOLD



#34:	INTERIOR DOOR, FULLY-GLAZED ALUMINUM-FRAMED SWINGING



#35:	INTERIOR CEILING FINISH, PAINTED STRUCTURE



#36:	INTERIOR WALL FINISH, CMU



#37:	INTERIOR WALL FINISH, GYPSUM BOARD



#38:	INTERIOR CEILING FINISH, ACOUSTICAL TILE (ACT)



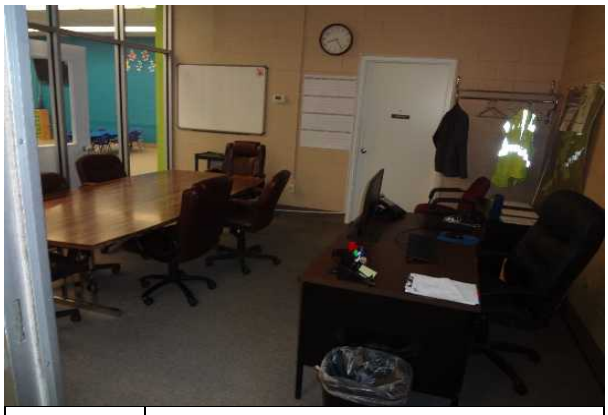
#39:	STAINED ACOUSTICAL CEILING TILE



#40:	INTERIOR FLOOR FINISH, CERAMIC TILE



#41:	INTERIOR FLOOR FINISH, VINYL TILE (VCT)



#42:	INTERIOR FLOOR FINISH, CARPET STANDARD-COMMERCIAL MEDIUM-TRAFFIC



#43:	INTERIOR WINDOW



#44:	RESIDENTIAL APPLIANCES, REFRIGERATOR



#45:	INTERIOR DOOR, FIRE 90-MINUTES AND OVER



#46:	INTERIOR DOOR, FULLY-GLAZED WOOD-FRAMED



#47:	STORAGE SHED

Appendix B:
Site Plan

Site Plan



emg	**Project Name:** Park & Rec Office	**Project Number:** 122700.17R000-011.322
	Source: Google Maps	**On-Site Date:** May 23, 2017

Appendix C:
Supporting Documentation

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Appendix D:
EMG Accessibility Checklist

Date Completed: June 30, 2017

Property Name: Park & Rec Office

EMG Project Number: 122700.17R000-011.322

	Building History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?			X	
2	Have any ADA improvements been made to the property?	X			
3	Does a Transition Plan / Barrier Removal Plan exist for the property?			X	
4	Has building ownership or management received any ADA related complaints that have not been resolved?			X	
5	Is any litigation pending related to ADA issues?			X	
	Parking	**Yes**	**No**	**NA**	**Comments**
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?		X		
2	Are there sufficient van-accessible parking spaces available?		X		
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading “Van Accessible” at van spaces?		X		
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	X			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	X			
6	If required does signage exist directing you to accessible parking and an accessible building entrance?		X		
	Ramps	**Yes**	**No**	**NA**	**Comments**
1*	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)	X			
2	Are ramps that appear longer than 6 ft complete with railings on both sides?	X			

	Ramps (cont.)	Yes	No	NA	Comments
3	Does the width between railings appear at least 36 inches?	X			
4	Is there a level landing for approximately every 30 ft horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?	X			
	Entrances/Exits	**Yes**	**No**	**NA**	**Comments**
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?	X			
2	If the main entrance is inaccessible, are there alternate accessible entrances?			X	
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?	X			
	Paths of Travel	**Yes**	**No**	**NA**	**Comments**
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?	X			
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?		X		
3	Is there a path of travel that does not require the use of stairs?	X			
	Elevators	**Yes**	**No**	**NA**	**Comments**
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?			X	
2	Are there visual and audible signals inside cars indicating floor change?			X	
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?			X	

	Elevators (cont.)	Yes	No	NA	Comments
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?			X	
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?			X	
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?			X	
	Toilet Rooms	**Yes**	**No**	**NA**	**Comments**
1	Are common area public restrooms located on an accessible route?			X	
2	Are pull handles push/pull or lever type?	X			
3	Are there audible and visual fire alarm devices in the toilet rooms?	X			
4	Are toilet room access doors wheelchair-accessible (appear to be at least 32 inches wide)?	X			
	Toilet Rooms (cont.)	**Yes**	**No**	**NA**	**Comments**
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60” turning diameter)?	X			
6	In unisex toilet rooms, are there safety alarms with pull cords?			X	
7	Are toilet stall doors wheelchair accessible (appear to be at least 32” wide)?			X	
8	Are grab bars provided in toilet stalls?	X			
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29” clearance)?	X			
10	Are sink handles operable with one hand without grasping, pinching or twisting?	X			
11	Are exposed pipes under sink sufficiently insulated against contact?	X			

	Guest Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? **Provide specific number in comment field.** Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? See attached hot sheet.			X	
2	How many of the accessible sleeping rooms per property management have roll-in showers? **Provide specific number in comment field.** Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? See attached hot sheet.			X	
3	How many assistive listening kits and/or rooms with communication features are available per property management? **Provide specific number in comment field.** Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			X	
	Pools	**Yes**	**No**	**NA**	**Comments**
1	Are public access pools provided? If the answer is no, please disregard this section.			X	
2	How many accessible access points are provided to each pool/spa? **Provide number in comment field.** Is at least one fixed lift or sloped entry to the pool provided?			X	
	Play Area	**Yes**	**No**	**NA**	**Comments**
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADAAG standards.	X			
	Exercise Equipment	**Yes**	**No**	**NA**	**Comments**
1	Does there appear to be adequate clear floor space around the machines/equipment (30" by 48" minimum)?			X	

**Based on visual observation only. The slope was not confirmed through measurements.*

Appendix E:
Pre-Survey Questionnaire

PROPERTY CONDITION ASSESSMENT: PRE-SURVEY QUESTIONNAIRE

This questionnaire must be completed by the property owner, the owner's designated representative, or someone knowledgeable about the subject property. ***The completed form must be presented to EMG's Field Observer on the day of the site visit***. If the form is not completed, EMG's Project Manager will require ***additional time*** during the on-site visit with such a knowledgeable person in order to complete the questionnaire. During the site visit, EMG's Field Observer may ask for details associated with selected questions. This questionnaire will be utilized as an exhibit in EMG's final Property Condition Report.

Name of person completing questionnaire: _____

Association with property: _____

Length of association with property: _____

Date Completed: _____

Phone Number: _____

Property Name: _____

EMG Project Number: _____

Directions: Please answer all questions to the best of your knowledge and in good faith. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses.

INSPECTIONS		DATE LAST INSPECTED	LIST ANY OUTSTANDING REPAIRS REQUIRED
1	Elevators		
2	HVAC, Mechanical, Electric, Plumbing		
3	Life-Safety/Fire		
4	Roofs		
QUESTION			**RESPONSE**
5	List any major capital improvement within the last three years.		
6	List any major capital expenditures planned for the next year.		
7	What is the age of the roof(s)?		
8	What building systems (HVAC, roof, interior/exterior finishes, paving, etc.) are the responsibilities of the tenant to maintain and replace?		

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (**NA** indicates "*Not Applicable*", **Unk** indicates *"Unknown"*)

	QUESTION	RESPONSE				COMMENTS
		Y	N	Unk	NA	
9	Are there any unresolved building, fire, or zoning code issues?					
10	Are there any "down" or unusable units?					
11	Are there any problems with erosion, stormwater drainage or areas of paving that do not drain?					
12	Is the property served by a private water well?					
13	Is the property served by a private septic system or other waste treatment systems?					
14	Are there any problems with foundations or structures?					
15	Is there any water infiltration in basements or crawl spaces?					
16	Are there any wall, or window leaks?					
17	Are there any roof leaks?					
18	Is the roofing covered by a warranty or bond?					
19	Are there any poorly insulated areas?					
20	Is Fire Retardant Treated (FRT) plywood used?					
21	Is exterior insulation and finish system (EIFS) or a synthetic stucco finish used?					
22	Are there any problems with the utilities, such as inadequate capacities?					
23	Are there any problems with the landscape irrigation systems?					
24	Has a termite/wood boring insect inspection been performed within the last year?					
25	Do any of the HVAC systems use R-11, 12, or 22 refrigerants?					
26	Has any part of the property ever contained visible suspect suspect fungal growth growth?					

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (**NA** indicates "*Not Applicable*", **Unk** indicates *"Unknown"*)

	QUESTION	RESPONSE				COMMENTS
		Y	N	Unk	NA	
27	Is there a suspect fungal growth Operations and Maintenance Plan?					
28	Have there been indoor air quality or suspect fungal growth related complaints from tenants?					
29	Is polybutylene piping used?					
30	Are there any plumbing leaks or water pressure problems?					
31	Are there any leaks or pressure problems with natural gas service?					
32	Does any part of the electrical system use aluminum wiring?					
33	Do Residential units have a less than 60-Amp service?					
34	Do Commercial units have less than 200-Amp service?					
35	Are there any recalled fire sprinkler heads (Star, GEM, Central, Omega)?					
36	Is there any pending litigation concerning the property?					
37	Has the management previously completed an ADA review?					
38	Have any ADA improvements been made to the property?					
39	Does a Barrier Removal Plan exist for the property?					
40	Has the Barrier Removal Plan been approved by an arms-length third party?					
41	Has building ownership or management received any ADA related complaints?					
42	Does elevator equipment require upgrades to meet ADA standards?					
43	Are there any problems with exterior lighting?					
44	Are there any other significant issues/hazards with the property?					

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (**NA** indicates "*Not Applicable*", **Unk** indicates *"Unknown"*)

QUESTION		RESPONSE				COMMENTS
		Y	N	Unk	NA	
45	Are there any unresolved construction defects at the property?					

Signature of person Interviewed or completing form Date

PROPERTY CONDITION ASSESSMENT: DOCUMENT REQUEST

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

Your timely compliance with this request is greatly appreciated.

- All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work.
- A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features.
- For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s).
- For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet.
- For hotel or nursing home properties, provide a summary of the room types and room type quantities.
- Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents.
- The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.
- The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors.
- A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements.
- Records of system & material ages (roof, MEP, paving, finishes, and furnishings).
- Any brochures or marketing information.
- Appraisal, either current or previously prepared.
- Current occupancy percentage and typical turnover rate records (for commercial and apartment properties).
- Previous reports pertaining to the physical condition of property.
- ADA survey and status of improvements implemented.
- Current / pending litigation related to property condition.

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

INFORMATION REQUIRED	
1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work. 2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features. 3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s). 4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet. 5. For hotel or nursing home properties, provide a summary of the room types and room type quantities. 6. Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents. 7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.	8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors. 9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements. 10. Records of system & material ages (roof, MEP, paving, finishes, furnishings). 11. Any brochures or marketing information. 12. Appraisal, either current or previously prepared. 13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties). 14. Previous reports pertaining to the physical condition of property. 15. ADA survey and status of improvements implemented. 16. Current / pending litigation related to property condition.

Your timely compliance with this request is greatly appreciated.

PUBLIC NOTICE – REQUEST FOR PROPOSALS

THE UNITED CITY OF YORKVILLE, Kendall County, Illinois, is considering the sale/development of 111 West Madison Street, Yorkville (the "*Property*"), legally described as:

> Lots 1, 2, 3, and 4, all in Block 28, except any part taken for People of State of Illinois, of the Original Village of Yorkville, in Kendall County, Illinois.

The Property is zoned as B-1 Local Business District which is intended primarily for commercial and professional office uses. The district is designed to provide convenient shopping and services for surrounding residential neighborhoods and encourages mixed use developments, such as dwelling units located above the first floor of commercial and/or office spaces. Currently, the property is vacant.

PIN:	#02-32-287-001
SITE:	Approximately .46 acres
STRUCTURE:	Approximately 5,000 square feet (3 stories)
PARKING:	17 off-street public parking spaces located on parcel, plus 3 on-street public parking spaces available to property. Minimum required parking spaces for commercial uses is 3 spaces per 1,000 sq.ft. of floor area.
FUTURE LAND USE:	The 2016 Comprehensive Plan's future land use designation for the property is Institutional which allows for public or quasi-public ownership and utilization of the property.

Background

The building was originally constructed by the Pauley Jail Building and Manufacturing Company of St. Louis, MO in 1893, and operated as the Kendall County Jail and Sheriff's Residence until what year. The facility is an integral part of the Historic Kendall County Courthouse complex, and was owned and operated as a jail by Kendall County until 1992. The jail was sold to the United City of Yorkville in 2010. The City completed a building maintenance study in 2017, but has not completed any needed repair work, therefore the building is in need of immediate priority repairs and rehabilitation. This building maintenance study, as well as several other condition assessments and supporting documents are available at the following webpage – Placeholder

The City put the sale of the property out to RFP in 2012 and received one proposal, which was declared as not feasible by the City Council. That proposal was for a $0 property sale and an investment of $250,000 toward repairs with no specific user or use of the building declared. The City is seeking detailed responses to this current RFP.

The jail is one of only three surviving structures in Yorkville included in the 1974 "Inventory of Historic Landmarks in Kendall County", and the building was on Landmarks Illinois' annual Most Endangered Historic Places in Illinois list in 2003.

Goals and Preferences

The City is now considering sale and reuse proposals for the property, with the heavy preference of the City Council that the building be rehabilitated with a business, office, or retail use, and a secondary preference of a multi or single-family residential use. Preference will be given to proposals that reuse the historic building in a manner that preserves its historic significance and character and that

will generate tax revenue for the city with its proposed reuse. The City will accept proposals from this RFP process that will involve demolition of the building and use of the land in future redevelopment, but these proposals will only be considered in the event that no feasible proposals are received for rehabilitation and adaptive reuse of the building. The parking lot to the north of the building is public parking and should continue to be owned by the City and operated as public parking. The exact location of the future subdivided lot line between the building and the public parking lot is to be determined as part of a negotiation process with a proposer.

Project Assistance

City seeks a self-sustaining commercial or residential redevelopment that reuses the historic building, which was determined eligible for listing in the National Register of Historic Places by the Illinois State Historic Preservation Office. Due to this determination of eligibility, certain federal, state and local incentives may be available to a developer/purchaser who can rehabilitate the building in accordance with the Secretary of Interior Standards. National Register listing and use of any of the following three assistance programs are not required, but offer potential economic benefits to a project:

Assistance Program 1 – 20% Federal Historic Tax Credit[i]

A 20% Federal Historic Tax Credit is available for rehabilitating a historic building to an income-producing use. This dollar-for-dollar Federal income-tax credit, equal to 20% of the qualified construction costs and expenses, may be used by the building owner or syndicated to a tax-credit investor. To qualify for the credit, rehabilitation costs must exceed the building's "adjusted basis"; that is, the purchase price minus the land cost and depreciation. The building must be listed in the National Register of Historic Places before the project is completed. The program is administered by the Illinois State Historic Preservation Office and National Park Service.

Assistance Program 2 – 25% State Historic Tax Credit

A 25% State Historic Tax Credit is available for rehabilitating a historic building to an income-producing use. This a competitive, dollar-for-dollar state income-tax credit, equal to 25% of the qualified construction costs and expenses, must be coupled with the 20% Federal Historic Tax Credit. Each project that qualifies can apply for 25% of its qualifying rehabilitation expenditures (QREs) up to a total of $3 million in state income-tax credits. No project can receive more than $3 million in Illinois Historic Preservation Tax Credits. To qualify for the credit, rehabilitation costs must exceed the building's "adjusted basis"; that is, the purchase price minus the land cost and depreciation. The building must be a certified historic structure listed in the National Register of Historic Places before the project is completed. The program is administered by the Illinois State Historic Preservation Office.

Assistance Program 3 – Property Tax Assessment Freeze for Historic Residences

The Property Tax Assessment Freeze for Historic Residences is applicable to owner-occupied single-family homes, condominiums, cooperative units, or a multi-family building up to 6 units. The program can freeze the assessed value of historic owner-occupied, principal residences for a period of 8 years, followed by a four-year period during which the property's assessed value steps up to an amount based upon its current market value. Qualified expenses must equal or exceed 25% of the property's fair cash value, as determined by the local assessor, for the year the

rehabilitation started. To be eligible for the Freeze, buildings in Yorkville must be listed on the National Register, a process that must be completed before the project is completed. The program is administered by the Illinois Historic Preservation Office.

Assistance Program 4 – City Tax Increment Financing (TIF) Agreement

The property is in the City's newly established Downtown TIF #2, which means the property is eligible for TIF incentives for renovation and development of the property, subject to regulations set forth by state law and approval by the City Council of various TIF agreements. While the City Council has historically resisted use of TIF funds for renovation of this building, this matter could be revisited with the right development plan and confirmation that the property would generate property taxes. Because this TIF is newly created, it does not have an established set of funds for immediate disbursement of TIF incentives and would need to be negotiated.

Information Requested.

The City is seeking proposals from prospective purchasers/developers that include the future plans for reuse of the Property and a time-line to commence and complete its redevelopment. The City may also identify a timeline with the selected developer to negotiate a redevelopment agreement. The City reserves the right to reject any or all proposals, to waive any informalities, and to accept any proposal that the Council deems most favorable to the interests of the City.

Information Requested:

1. Basic Information
    a. Legal name of entity
    b. Name of entity if doing business under other company name
    c. Address
    d. Contact name, email address, phone number, website address
    e. Number of years in business (if applicable)
    f. Number of employees (total, by location, and by role), if applicable
    g. Description of project team, including resumes, and related experience for each member of the team (including architects, engineers, builders, developers and associated businesses)

2. Project Info
    a. Narrative of project vision - how do you envision reusing the historic residence and jail?
    b. Preliminary site plan, which also demonstrates any additional needs to support the reuse plan (i.e. parking, landscaping, possible expansion of development site)
    c. Narrative of feasibility
        i. Based on your research, what type of development can the market support in this area?
        ii. Justification of why this site is appropriate for the proposed use?
        iii. Is your project likely to require any zoning changes or variances?
        iv. Is the proposed development seeking any city participation with off-site improvements in association with the proposal (i.e. water service, sanitary sewer, fire suppression, street right-of-way improvements)?

    d. Financials

i. Project budget, including whether the proposal includes any amount for purchase of the building which would go to the City as seller
ii. Request for TIF assistance or other possible agencies
iii. Demonstration of the financial and operational ability to complete the project.
iv. 5 year business pro forma, post project completion

e. Project construction timeline from the agreed upon start date

RFP Process

Proposals will be read aloud at the meeting date listed below. The City Council reserves the right to direct negotiations with an RFP respondent at that meeting, or to have public discussions of selection of a proposal at a future committee or City Council meeting, including having discussions with any or all of the developers submitting proposals. Due diligence done prior to those hypothetical meetings will likely consist of staff meetings and inquiries.

All submissions to this RFP must be made to, United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560, Attn: Bart Olson, City Administrator. Submissions shall be accepted until 4:00 p.m. on March 26, 2019, and opened at a meeting of the City Council of the United City of Yorkville, on March 26, 2019 at 7:00 p.m.

Beth Warren, City Clerk

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[i] More information on all of these incentives can be found at https://www2.illinois.gov/dnrhistoric/Preserve/Pages/Funding.aspx or by contacting:
Carol J. Dyson, AIA, Tax Incentives Manager
Deputy State Historic Preservation Officer
Illinois State Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, Illinois 62702
Phone: (217) 524-0276
E-mail: Carol.Dyson@illinois.gov

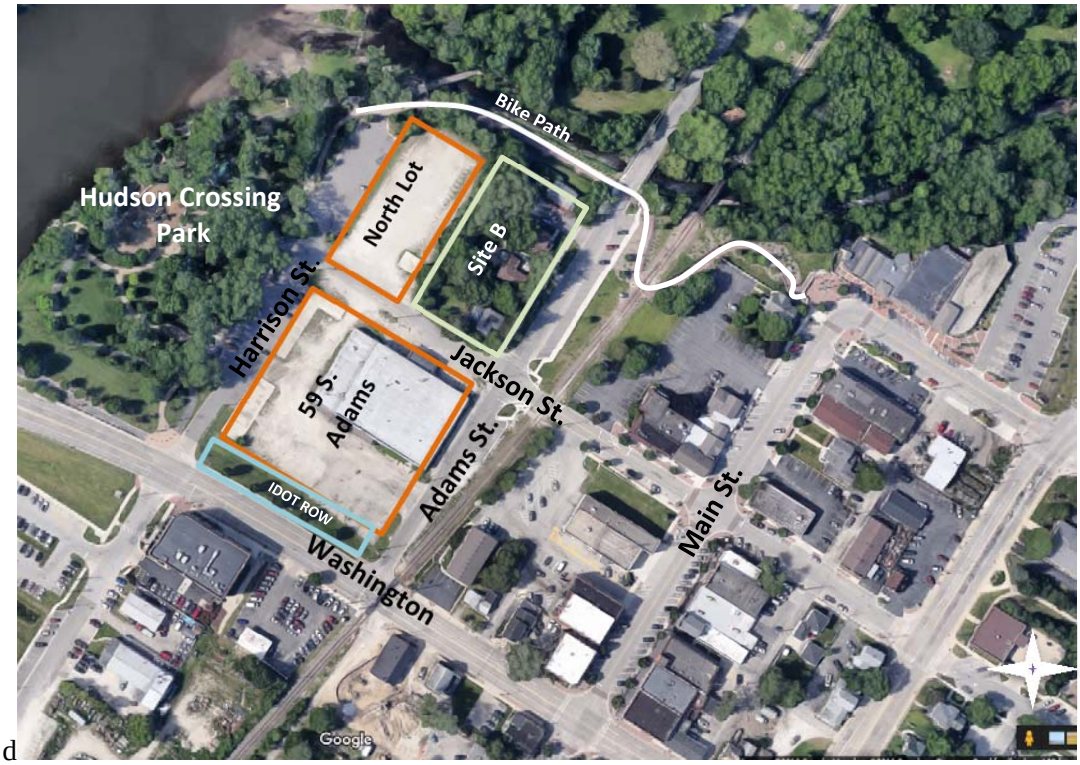
100 Parkers Mill • Oswego, IL 60543 • (630) 551-2335
Website: www.oswegoil.org

I. Purpose:

To communicate the Village's vision for the Adams Street development, describe important project factors, and establish a draft set of selection criteria guiding the Village's choice of potential developers for the recently purchased site at 59 S. Adams Street.

Village staff and Board will evaluate how well the proposed developments conform to the following criteria:

a. The Village's vision for the downtown
b. An achievable, yet expedited construction schedule
c. Strength of developer's potential financing
d. Evidence that the developer is a responsible party and potential development partner
e. The proposals' conformance to all applicable laws and regulations



d

II. Site Plan and Vision:

The 2.38 Acre subject property is located at the corner of Washington Street and Harrison Street and was the site of a former lumberyard. It is currently zoned M-1 Limited Manufacturing District and is vacant

pending development. Redevelopment will require rezoning to accommodate appropriate uses for this key downtown location. The site currently has access to Village water, but sanitary sewer will need to be extended to the site to facilitate development.

In the 2015 Comprehensive Plan, the Village outlined a vision for a walkable, engaging, revitalized downtown. Visitors to this downtown would naturally travel from the Main Street area to the River Front and vice versa. In order to achieve this vision, the future 59 S. Adams Street property must have a visually appealing frontage from all sides, first floor retail and restaurants, adequate parking, and high quality residential units. The Village envisions that Jackson Street will be used as a pedestrian focused "spine," whereby visitors are enticed east towards Main Street, ideally with pleasant landscaping and street furniture to enliven and guide the trip. In the North lot, in addition to potential row houses, the Village seeks the inclusion of a public amenity and possibly surface parking, particularly in the path of the floodway. A pocket park, interactive public art, public seating area, etc. would enliven the area and beckon park visitors to walk up the Waubonsee Creek bike path as an alternative access to the downtown area.

Development plans should take into consideration the following site information:

- Bedrock depth varies from approximately .3 to 9 feet.
- Potable water main is located along the north side of Jackson Street and the east side of Harrison Street
- Sanitary sewers are not presently at the site; the nearest connection points are at Tap House or at Main Street
- Items identified in the environmental assessment (attached)

The Village requests that potential developments incorporate the following criteria. Development plans will be assessed according to the inclusion of these elements and the extent to which the proposals embody the Village's vision for its downtown:

- The 2015 Comprehensive Plan anticipates the development being built with 5 stories
    - The first floor should contain retail and restaurant offerings
    - The second floor and above should include luxury residential apartments or condos and possibly some office space
- Parking shall be provided to meet the needs of the proposed uses with additional parking available for the general public. The required parking will be determined through studies provided by the developer and approved by the Village. The Village anticipates the inclusion of a structured parking garage.
- Jackson Street should be designed and appropriately programmed to function as the pedestrian-friendly spine connecting Main Street to Hudson Crossing Park. Although cars may have access to the street, proposed improvements should be made with a view to maximize pedestrian comfort

and safety. For emphasis, developers should plan for the many families with small children and/or baby strollers that visit the park and who will walk along Jackson Street.

- Structures facing Hudson Crossing Park on Harrison Street (be it a parking deck or commercial frontage) should be aesthetically pleasing and not institutional or utilitarian.
- The development frontage on Harrison should also include an inviting feature, such as a porch with the potential for café seating, that serves the dual purpose of engaging the public and accommodating the elevation change necessary for flood mitigation requirements
- The corner of Washington and Harrison streets should incorporate a visually pleasing gateway feature to welcome motorists and pedestrians to the downtown. The feature should provide a feeling of distance and protection from the busy traffic along Washington.
- The streetscape along Washington should provide enough room and comfort for pedestrians to feel at ease when traversing this key corridor
- The frontage along Adams Street should be pleasant and engaging. Because the rest of the downtown is at a higher elevation, it is important that the Adams Street frontage does not seem unattractive or as a barrier to proceeding towards the park.
- The first floor of the development should maximize commercial space, with particular emphasis on restaurants. The Village would ideally see the following:
    - A mid-price range white tablecloth restaurant (i.e. $18-25 entrée level)
    - Additional full-service (table service, liquor license, dinner served) restaurant space
    - Outdoor café dining, particularly facing Harrison St.
    - A small fitness destination
    - The Village will use the redevelopment agreement ("RDA") and zoning controls to ensure the first floor commercial space contains at least 2000 square feet of restaurant use.
- Office space may not occupy prime street frontage, but may be located on the Development's upper floors (i.e. second floor or above)
- The Village will attempt to acquire the IDOT right of way; Village requests that potential developers include a contingency plan if the IDOT property cannot be acquired or is not acquired in time for foundation work
- Located to the East of the North Lot are four houses under common ownership, collectively referred to as "Site B". The owner of Site B has indicated interest in selling the properties, particularly in conjunction with a larger development plan for the 59 Adam Street property. If purchased, Site B could be integrated with the North Lot. The Village will give special consideration to proposals which include Site B.
- Design Guidelines - The Village is currently in the process of developing more substantial Downtown Design Guidelines, however at this time proposals will be reviewed based on the following criteria:
    - Architectural techniques should be employed that reduce appearance of building mass such as variation in materials, colors, and façade articulation.

- The first floor of the building should incorporate commercial storefront characteristics such as awnings, display windows (avoiding floor-to-ceiling glass by using bulkheads), and recessed entries.
- Brick and stone are preferred building materials. Stucco and concrete should not be used on the first level but may be used as accent materials (10-25% of the building face) above the first floor.
- The building should be "four-sided" by using consistent materials and detailing on all façades.
- Rooftop mechanical units should be screened from public view by parapet walls or other means.
- Design should accommodate outdoor seating for potential restaurant tenants, even if none are currently identified or intended.

Site Plan and Vision Deliverables:

In order to determine conformance with the Village's vision described above, potential developers should provide the following:

- Project Narrative
- Conceptual site plan, including streetscape and landscape improvements
- Preliminary building elevations

III. Developer Qualifications:

- Qualifications Statement:
  - Development team description, including proposed technical consultants, and their relevant expertise, and respective roles and responsibilities
  - Organizational structure: what is the proposed corporate formation and ownership structure
  - Workload: The number, size, and locations of 2017 and 2018 pipeline projects
- Developer and project affiliates will be asked to submit to a Dunn and Bradstreet and Lexus Nexus search
- Developer should provide examples of similar successful projects and no fewer than three references from clients or local government entities

IV. Project Construction and Tenanting/Programming Schedule:

It is paramount that the 59 S. Adams Street property be developed in a timely fashion. Significant weight will be assigned to proposals based on their anticipated ground breaking and completion dates.

Preference will be given to potential developers that are willing to consider and/or place potential tenants the Village deems desirable.

Upon staff's selection of a preferred developer, a purchase and sale agreement will be presented to the Village Board for consideration. The preferred developer will be solely responsible for obtaining zoning entitlement and redevelopment agreement ("RDA") approval following the Village's approval procedures. The Village Board's approval of a purchase and sale agreement does not guarantee the Village Board's approval of the developer's proposal or RDA. All developer submittals are at risk.

Schedule Deliverables: In order to determine conformance with the Village's vision described above, potential developers should provide the following:

- Draft construction schedule
- Proposed tenanting mix and potential leads
- A list of assumptions / expectations for the Village regarding scheduling, approvals, deliverables, etc., that are necessary in order to ensure the development's success

V. Project Financial Structure:

The Village will assess the availability and certainty of the potential developer's financing and the risk profile of the overall capital stack.

A. Financing:
- Three years of audited financial statements or federal income tax forms
- Letters of Intent or financing agreements: The Village prefers that developers provide a letter of intent to finance from established lenders indicating that upon designation by the Village, the lender will issue financing for the entirety of the project
- Proposed financial structure (debt, equity, grants) should contemplate the Village's use of a reverter and liquidated damages to incentivize compliance with construction schedule, use regulations, and development controls
- Financing schedule: Information regarding the anticipated time to raise capital/obtain financing
- Proposed construction budget with preliminary sources and uses
- Sources and Uses analysis
- Developer Estimate of Project Performance and Tax Revenues
- Proposed cash flow schedule
- Projected ten year operating pro-forma for the building
- All of the above should conform to the guidelines set out in the attached document entitled "Developer Info Request"

B. Public Incentive Plan**:** Prospective developments will be evaluated on their request for public incentives, whether based on TIF, land valuation, or other request, on the following criteria:
- Developer should provide a clear financial outline of the request for incentives and a description of the resultant improvements

- The request meets the "but for" test. In other words, the development will not occur in the manner requested by the Village, but for the use of the requested incentives. Financial data should be submitted substantiating this request. Incentives will only be considered when a developer demonstrates a justified, quantifiable need.
    - Developer must complete the "Developer Financing Gap Analysis" included in the attached "Developer Info Request"
- The Village will evaluate whether the request utilizes incentives to complete public improvements necessary for development, such as the extension of utilities to the site or similar infrastructure upgrades. The request for incentives prioritizes public amenities that would otherwise not be included in the proposal, such as public art, public gathering places, etc.

C. Triple Bottom Line: The Village has adopted the concept of Triple Bottom Line investing. In essence, a positive return on investment will be defined according to its financial, social, and environmental success. The Village will evaluate proposals according to the following criteria:

a. Financial Return on Investment:
    - What is the amount of the projected tax increment
    - How many jobs are created

b. Social Return on Investment:
    - Public art is included in the development
    - The development includes sufficient public amenities, such as seating, gathering places, street furniture
    - The Jackson Street frontage is aesthetically pleasing and pedestrian friendly
    - The developer contemplates an annual commitment for a fixed period, particularly through construction and lease up, to Oswego's cultural events, such as a sponsorship to Beats and Eats or the Fox River Academy

c. Environmental Return on Investment:
    - Some or all of the development will be built "green" or even LEED certified
    - Developer should submit a plan for mitigating flood water and compensatory storage

VI. Summary of Submission Requirements

- Project narrative
- Conceptual site plan
- Preliminary building elevations
- Developer's qualifications statement
- Agreement to submit to Dunn and Bradstreet and Lexus Nexus searches

- Examples of similar successful projects and three references from clients or local government entities
- Draft construction schedule
- List of requests/assumptions of the Village's responsibilities/timing
- Proposed tenanting mix and potential leads
- Letters of Intent or financing agreements
- Three years of audited financial statements or federal income tax forms
- Financing schedule
- Proposed construction budget with preliminary sources and uses
- Sources and Uses analysis
- Developer Estimate of Project Performance and Tax Revenues
- Proposed cash flow schedule
- Operating pro-forma for the building
- Financial and narrative outline of public incentives
- Evidence that incentives meet the "but for" test // Developer Financing Gap Analysis
- Outline of how the project meets a "triple bottom line" investment analysis

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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2022-23

Agenda Item Summary Memo

Title: Interlocal Contract for Cooperative Purchase with H-GAC

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Shanel Gayle (Name) Purchasing (Department)

Agenda Item Notes:

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

Memorandum

To: City Council
From: Eric Dhuse, Director of Public Works
Shanel Gayle, Purchasing Manager
CC: Bart Olson, City Administrator
Date: March 17, 2022
Subject: HGAC Buy Purchasing Cooperative

Summary

Approval to join the HGAC Buy Purchasing Cooperative.

Background

On April 28, 2022, staff researched sewer cameras and found one for purchase within budget on the HGAC Buy Purchasing Cooperative's website. HGAC Buy has competitively procured contracts for Public Works Equipment, Street Maintenance Equipment, Parks and Recreations Equipment, Medium and Heavy Trucks and Truck Bodies, Ground and Turf Equipment and other categories that can be found resourceful to the City. Joining HGAC Buy is free of charge and will bring various purchasing opportunities for the needs of the City.

Recommendations

Staff request approval from City Council to approve a Resolution for the City to join the HGAC Buy Purchasing Cooperative.

Resolution No.2022-___

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING AN INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING WITH H-GAC OF HOUSTON, TEXAS

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

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") is a regional planning commission and political subdivision of the State of Texas; and,

WHEREAS, H-GAC has instituted a cooperative purchasing program and is authorized to contract with eligible entities, such as the City, to provide services including the purchase of goods and services; and,

WHEREAS, pursuant to the Governmental Purchasing Act, 30 ILCS 525/1 *et. seq*. (the "*Act*"), the City is permitted to participate in competitive procuring processes such as H-GAC; and,

WHEREAS, the City has determined that it is in the City's best interest to contract with H-GAC for the purpose of participating in its cooperative purchasing program,

Section 1: That the Interlocal Contract For Cooperative Purchasing by and between the United City of Yorkville, Kendall County, Illinois and the Houston-Galveston Area Council of Houston, Texas in the form attached hereto, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Contract on behalf of the City.

Section 2: Each section, clause and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses or provision of this Resolution.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **United City of Yorkville** , a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **800 Game Farm Rd Yorkville**, **IL 60543**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **05/25/2022** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **05/01/2022** and ends **04/30/2023**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

United City of Yorkville

Name of End User (local government, agency, or non-profit corporation)

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120,
Houston, TX 77027

800 Game Farm Rd

Physical Address

By:

Executive Director

Yorkville, **IL 60543**

City, State ZIP Code

Attest:

Manager

Signature of chief elected or appointed official

Date:

John Purcell, **Mayor**

Typed Name & Title of Signatory, Date

Reviewed By:	
Legal	■
Finance	□
Engineer	■
City Administrator	■
Community Development	■
Purchasing	□
Police	□
Public Works	■
Parks and Recreation	□

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2022-13

Agenda Item Summary Memo

Title: Timber Ridge Estates (f/k/a Kendallwood Estates) – Proposed Dormant SSA

Meeting and Date: City Council – May 24, 2022

Synopsis: Public Hearing for proposed dormant Special Service Area for Timber Ridge Estates (f/k/a Kendallwood Estates) stormwater management basins.

Council Action Previously Taken:

Date of Action: CC – 03/22/22 Action Taken: Public Hearing was held.

Item Number: PW 2022-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

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

Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Bart Olson, City Administrator
Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: February 16, 2022
Subject: **Timber Ridge Estates (former Kendallwood Estates)**
Proposed Establishment of a Dormant Special Service Area (SSA)

Summary Update

Last month, the City Council approved and entered into an agreement with Rally Homes, LLC for the completion of infrastructure in the former Kendallwood Estates subdivision (now known as Timber Ridge Estates) which should clear the way for future home construction in the stalled development. As required by the City's adopted Stormwater Ordinance, the establishment of a dormant, or back-up, Special Service Area (SSA) is needed should the homeowner's association, which will have primary responsibility for the common areas, dissolve or fail to adequately maintain them.

The SSA would serve as long term funding source for the maintenance of the various common areas and storm water facilities, and only affects those property owners directly benefiting from such maintenance. The SSA would remain dormant and be used only as a backup mechanism for payment of future and continued maintenance and repair of the common area lots that include drainage easement areas and storm water facilities within the Timber Ridge Estates in the event the homeowner's association fails to do so. This includes costs related to (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and (4) the administrative costs incurred by the City in connection with the SSA. The common area lots consist of Lots #84, #85, #86 #87, #88, #89 and #90, as illustrated on the attached Final Plat.

The initial proposing SSA ordinance included Lot 91, which was proposed to serve as a secondary emergency access. However, after discussions with the City Attorney and the property owner, this lot (which was not identified as being conveyed to the homeowner's association as common area) has been removed from the proposed special service area.

A copy of the proposing ordinance which sets the date and time of the public hearing is attached for your consideration. If the council approves the proposing ordinance, the public hearing is scheduled for March 22, 2022. After a sixty (60) day waiting period, as required by state statute, the City Council can consider the enabling ordinance which establishes the dormant Special Service Area. A draft of the enabling ordinance has also been attached for your review.

Attachments

1. Proposing Ordinance
2. Public Works Committee memo
3. Aerial Map
4. Draft Enabling Ordinance
5. Legal Description
6. Final Plat Kendallwood Estates
7. Draft Public Hearing Notice

Ordinance No. 2022-_____

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 2022-1 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH

(Timber Ridge Estates)

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

Section 1. Authority. The United City of Yorkville, Kendall County, Illinois (the "*City*") is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq*. (the "*Act*"), which provides, inter alia, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities and counties.

Section 2. Findings. The Mayor and City Council of the City find and determine as follows:

a. It is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for that portion of the City described in *Exhibit A* attached hereto and made a part hereof (the "*Subject Territory*"); and

b. The special service area proposed for consideration is compact and contiguous; and

c. That said Subject Territory area is a residential subdivision consisting of eight-three (83) single-family lots (Lots #1-83) and seven (7) common area lots (Lots #84-90) to be utilized for stormwater management basins.

d. The municipal services to be provided to the Subject Territory are for the continued maintenance, repair and reconstruction of the storm water systems in the event that the owners of record (the "*Owners*") have failed to do so.; and,

e. The special governmental services for the Special Service Area may include: the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and, the administrative costs incurred by the City in

connection with the above (collectively, the "*Services*") within the Special Service Area.

f. The proposed special service area will benefit specially from the municipal services to be provided to the area. These proposed municipal services are in addition to municipal services provided to the City as a whole.

Section 3. Public Hearing. A public hearing shall be held on March 22, 2022 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of Special Service Area 2022-1, in the Subject Territory.

Section 4. Notice of Public Hearing. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 3 above, in a newspaper of general circulation in the City. In addition, notice was given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice to owners of record shall be in substantially the form set forth in *Exhibit B* to this Ordinance.

Section 6. Supercede Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2022.

_____
City Clerk

KEN KOCH	_____	DAN TRANSIER	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____
Mayor

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 83 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Numbers:	Lot
05-04-131-003	1
05-04-131-002	2
05-04-127-003	3
05-04-127-002	4
02-33-377-032	5
02-33-377-031	6
02-33-377-029	7
02-33-377-028	8
02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21
02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33

02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73

05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

EXHIBIT B
PUBLIC HEARING NOTICE

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2022-1

Notice is Hereby Given that on March 22, 2022, at 7:00 p.m. in the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called Special Service Area 2022-1 consisting of the following described real property (the "Subject Property") legally described as:

LOTS 1 THROUGH 83 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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02-33-377-028	8
02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21

02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64

05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

The approximate location of the Subject Property is just south of Van Emmon Road and east of Route 47 in Yorkville.

The general purpose of the formation of the Special Service Area 2022-1 is to provide special governmental services serving the Special Service Area that may include:

(1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
(2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
(3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
(4) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2022-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed $1.10 for every $100.00 of equalized assessed value of the property in the Special Service

Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed $1.10 for every $100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 1st day of March 2022.

Jori Behland
City Clerk

Memorandum

To: Public Works Committee
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Bart Olson, City Administrator
Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: February 10, 2022
Subject: **Timber Ridge Estates (former Kendallwood Estates)**
Proposed Establishment of a Dormant Special Service Area (SSA)

Summary

Last month, the City Council approved and entered into an agreement with Rally Homes, LLC for the completion of infrastructure in the former Kendallwood Estates subdivision (now known as Timber Ridge Estates) which should clear the way for future home construction in the stalled development. As required by the City's adopted Stormwater Ordinance, the establishment of a dormant, or back-up, Special Service Area (SSA) is needed should the homeowner's association, which will have primary responsibility for the common areas, dissolve or fail to adequately maintain them.

The SSA would serve as long term funding source for the maintenance of the various common areas and storm water facilities, and only affects those property owners directly benefiting from such maintenance. A copy of the draft enabling ordinance for the establishment of the Special Service Area is attached for your review and will be presented to the City Council at an upcoming meeting, as part of the public hearing process.

Proposed Dormant Special Service Area

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance and repair of the common area lots that include drainage easement areas and storm water facilities within the Timber Ridge Estates in the event the homeowner's association fails to do so. The common area lots consist of Lots #84, #85, #86 #87, #88, #89, #90 and #91, as illustrated on the attached map.

The SSA will be used to cover costs related to (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and (4) the administrative costs incurred by the City in connection with the above (collectively the "Services") within the Special Service Area in the event the Owners and/or the homeowners association for the development have failed to satisfactorily undertake the ongoing maintenance, repair and reconstruction in compliance with the ordinances of the Yorkville City Code.

Estimated Future Costs

Based upon figures provided by the City Engineer, it is estimated the cost for maintaining the stormwater management facilities within the development is $33,280/annually for the next 100 years. This includes the annual maintenance of the basins (approx. $6,000/year), removal and replacement of a new fence (approx. $89,200 in year 20), and the removal and replacement of the retaining wall (approx. $1,141,000 in year 50 and in year 100).

The chart below details the annual estimated equalized assessed value (EAV) for the homes constructed in each phase of the development and the estimated special service area (SSA) tax revenue the City will receive should the dormant SSA be activated. The estimated maximum special service area (SSA) tax is $1,650 per home annually. However, the City should be able to levy less than the maximum SSA tax annually and still be able to cover the maintenance costs during all phases of buildout.

	# of Homes per Buildout	Cumulative # of Homes	Average Home Price	Estimated EAV per Unit	Total EAV for SSA	Total SSA Taxes	Per Unit
Phase I Buildout	43	43	$ 450,000	$ 150,000	$ 6,450,000	**$ 70,950**	**$ 1,650**
Phase II Buildout	22	65	$ 450,000	$ 150,000	$ 9,750,000	**$ 107,250**	**$ 1,650**
Complete Buildout	18	83	$ 450,000	$ 150,000	$ 12,450,000	**$ 136,950**	**$ 1,650**

KENDALLWOOD ESTATES - SWMF MAINTENANCE

Basin Maintenance (Annually)	New Fence (20 Yr.)	New Retaining Wall (50 Yr.)	Annual SSA Costs
$6,000	$89,200	$1,141,000	**$ 33,280**

Staff Comments/Recommendation

Staff is seeking direction and authorization to schedule the public hearing date for the establishment of the Special Service Area. Below is the tentative meeting schedule for the proposed dormant SSA approval process:

Proposed SSA Timetable		
Timber Ridge Estates - Backup SSA		
Ordinance Proposing SSA (*Sets the public hearing date*)	Public Works Committee	**February 15, 2022**
Ordinance Proposing SSA	City Council	**February 22, 2022**
Public Hearing Notice - published on ***March 1, 2022*** Notice by publication shall be at least once not less than 15 days prior to the hearing. Individual notices to existing property owners, if any, must be sent via certified mail.		
Public Hearing (*After the public hearing, 60 day waiting period before we can approve SSA*)	City Council	**March 22, 2022**
60 Day Waiting Period for Objections		
Ordinance Establishing SSA	City Council	**May 24, 2022**

If direction given is to move forward with the City Council public hearing for March 22, 2022, we anticipate having a notice in the March 1st edition of the Beacon Newspaper. By State law, final consideration of the ordinance establishing the dormant Special Service Area must occur no sooner than 60 days after the public hearing. Staff has tentatively scheduled the May 24, 2022 City Council meeting for the formal vote.

Attachments

1. Aerial Map
2. Draft Enabling Ordinance
3. Legal Description
4. Final Plat Kendallwood Estates
5. Draft Public Hearing Notice

Kendallwood Estates Development Map

Ordinance No. 2022-_____

AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER 2022-1 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
(Timber Ridge Estates)

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII of the Constitution of the State of Illinois; and,

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, the City is authorized to create special service areas in and for the City that are further established "in the manner provided by law;" and,

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law, (35 ILCS 200/27-5 *et seq*.) and the Property Tax Code (35 ILCS 200/1-1 et seq.) the City may establish special service areas to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City; and,

WHEREAS, the owner of record (the "*Owner*") of the real property hereinafter described (the "*Subject Territory*") that has been approved for an eight-three (83) single-family lot residential subdivision that by City ordinance must provide for a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water detention areas serving the Subject Territory; and,

WHEREAS, it is in the public interest that a special service area be established for the Subject Territory for the purposes set forth herein and to be known as Special Service Area 2022-1.

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

Section 1: Establishment. That it is in the public interest that Special Service Area 2022-1 is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory that is legally described and that contains the Property Index Numbers as stated in *Exhibit A*, attached hereto and made a part hereof by this reference.

Section 2: Area. That said Subject Territory area is a residential subdivision consisting of eight-three (83) single-family lots (Lots #1-83) and seven (7) common area lots (Lots #84-90) to be utilized for stormwater management basins. All lots are totally within the corporate limits of the City and an accurate map of the property within Special Service Area 2022-1 is attached hereto and made a part hereof as *Exhibit B*.

Section 3: Purpose. That said Subject Territory will benefit specifically from the municipal services to be provided and that such services are in addition to those municipal services provided to the City as a whole, and unique and in the best interests of Special

Service Area 2022-1. The City's levy of special taxes against said Subject Territory shall be to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water systems in the event that the Owner has failed to do so. The special governmental services for the Special Service Area may include:

(1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
(2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
(3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and,
(4) the administrative costs incurred by the City in connection with the above (collectively, the "*Services*") within the Special Service Area.

Section 5: Hearing. That a public hearing was held on the 22nd day of March, 2022 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of Special Service Area 2022-1 in the Area and to consider the levy of an annual tax as further described in Section 7.

Section 6: Notice. Notice of the public hearing, attached hereto as Exhibit C, was published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice was given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.

Section 7: Objectors. That the Owner and all taxpayers of record owning taxable real property located within Special Service Area 2022-1, were heard at the public hearing held on March 22, 2022. That no objections were filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area 2022-1 or the levy of an annual tax in Special Service Area 2022-1.

Section 7: Tax. That there shall be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax that in the initial year shall not exceed $1.10 for every $100.00 of equalized assessed value of property in Special Service Area 2020-1 and the maximum rate of such taxes to be extended in any year within the Area shall not exceed $1.10 for every $100.00 of equalized assessed value to pay the annual cost of providing the special services described above that shall be in addition to all other taxes permitted by law.

Section 8: Recording. The City Clerk shall file within 30 days of the adoption of this ordinance a certified copy of this ordinance, including Exhibits A, B and C with the County Clerk of Kendall County and with the Kendall County Recorder's Office.

Section 9: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2022.

_____
City Clerk

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____
Mayor

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 83 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Numbers:	Lot
05-04-131-003	1
05-04-131-002	2
05-04-127-003	3
05-04-127-002	4
02-33-377-032	5
02-33-377-031	6
02-33-377-029	7
02-33-377-028	8
02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21
02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34

02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75

05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

EXHIBIT B
MAP

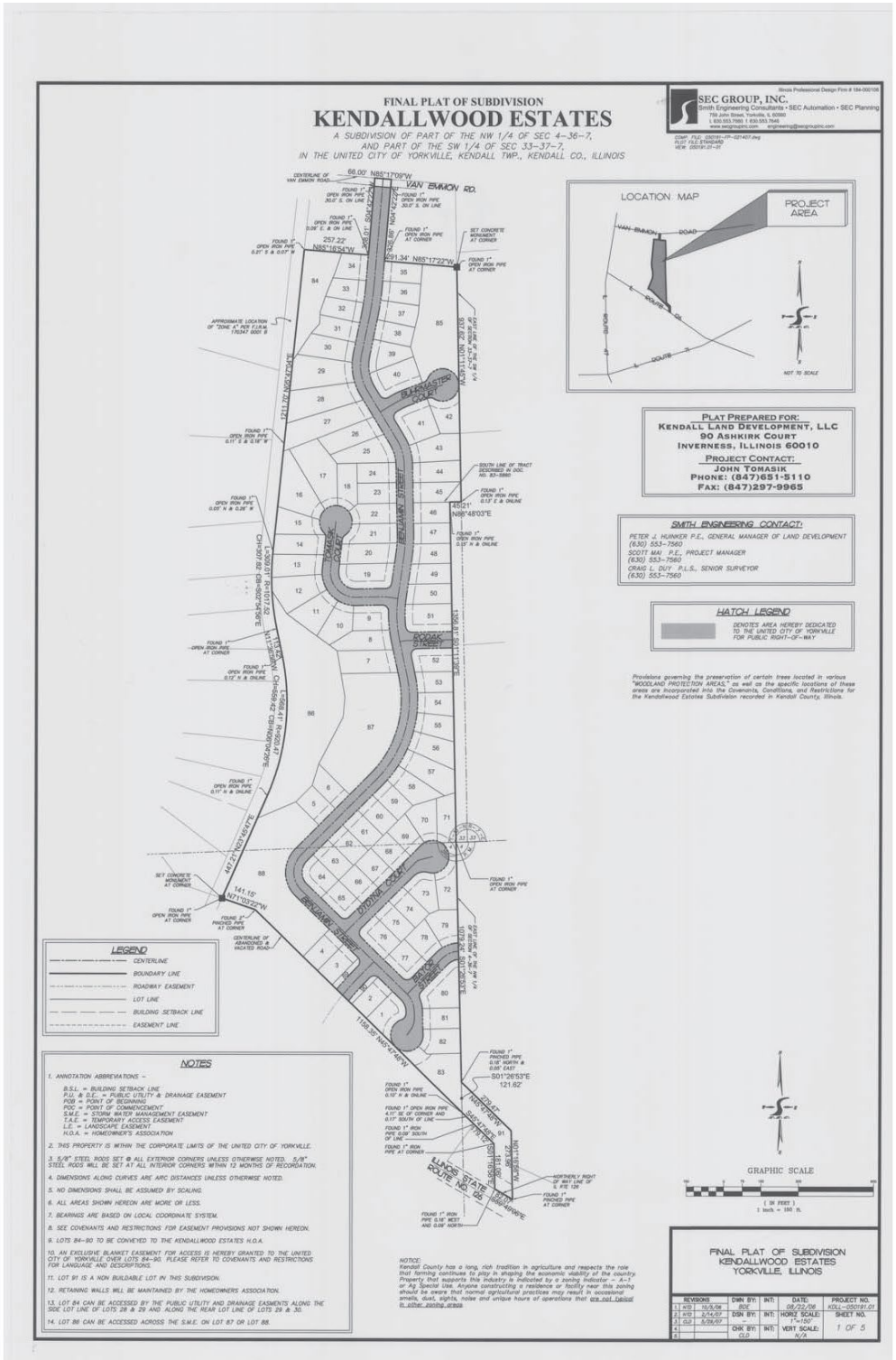


EXHIBIT C
PUBLIC HEARING NOTICE

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2022-1

Notice is Hereby Given that on March 22, 2022, at 7:00 p.m. in the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called Special Service Area 2022-1 consisting of the following described real property (the "Subject Property) legally described as:

LOTS 1 THROUGH 83 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21

02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65

05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

The approximate location of the Subject Property is just south of Van Emmon Road and east of Route 47 in Yorkville.

The general purpose of the formation of the Special Service Area 2022-1 is to provide special governmental services serving the Special Service Area that may include:

(1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
(2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
(3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
(4) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2022-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed $1.10 for every $100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will

not exceed $1.10 for every $100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 1st day of March 2022.

Jori Behland
City Clerk

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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2022-35

Agenda Item Summary Memo

Title: Timber Ridge (formerly Kendallwood Estates) – Street Name Change

Meeting and Date: City Council – May 24, 2022

Synopsis: Potential Street Name Change

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-35

Type of Vote Required: Majority

Council Action Requested: Consideration of Street Name Change

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Krysti Barksdale-Noble, Community Development Director

Date: April 7, 2022
Subject: Timber Ridge (formerly Kendallwood Estates) – Street Name Change

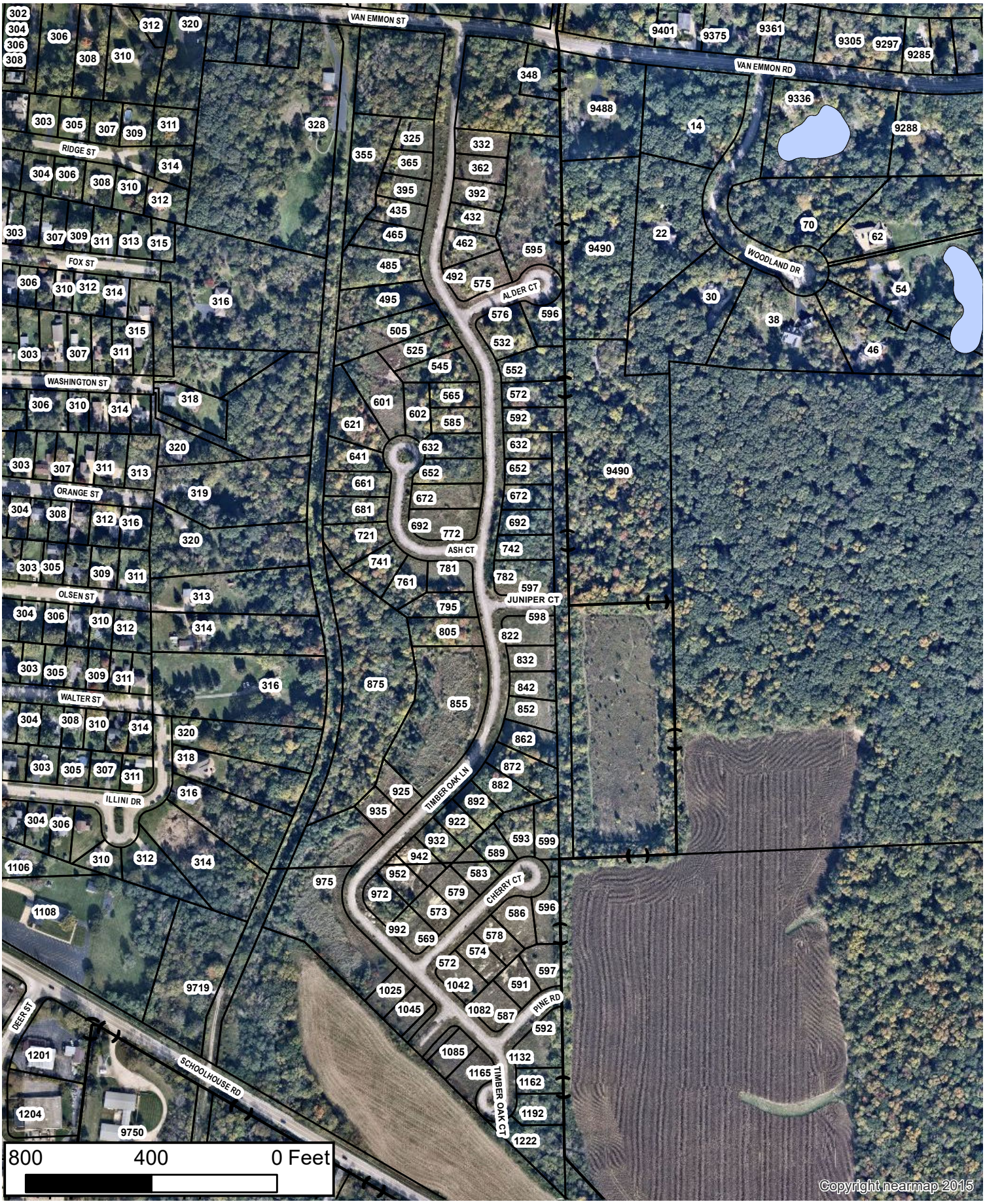
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Rally Homes has made a request to the City to rename the streets within Timber Ridge subdivision (formerly known as Kendallwood Estates)

Current Street Name	Proposed Street Name
Benjamin Street	Timber Oak Lane
Cul-de-sac at the end of Benjamin Street	Timber Oak Court
Buhrmaster Court	Alder Court
Rodak Street	Juniper Lane
Tomasik Court	Ash Court
Dydyna Court	Cherry Court
Bator Street	Pine Road

The proposed changes have been reviewed with Kendall County GIS.

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



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

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	MARCH 2022
PROJECT NO.:	YO2130
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	YO2130_ Kendall Wood Estates Fire Flow.MXD

TIMBER RIDGE
ADDRESS
LOCATION MAP

N

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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2022-40

Agenda Item Summary Memo

Title: Prairie Pointe Parking Lot Improvements

Meeting and Date: City Council – May 24, 2022

Synopsis: Prairie Pointe Parking Lot Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-40

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director
Shanel Gayle, Purchasing Manager

Date: May 10, 2022
Subject: Prairie Pointe Parking Lot Improvements

Bids were received, opened, and tabulated for work to be done for the Prairie Pointe Parking Lot Improvements at 11:00 a.m., May 10, 2022. Representatives of contractors bidding the project, the City and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY2023 budget.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Abbey Paving Co, Inc. 1949 County Line Road Aurora, IL 60502 in the total amount of **$365,542.25.**

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

BID SUMMARY
PRAIRIE POINTE PARKING LOT IMPROVEMENTS
UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 11:00 A.M. 05/10/2022	**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	**GENEVA CONSTRUCTION CO.** P.O. BOX 998 AURORA,IL	**BUILDERS PAVING LLC** 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	**$464,976.00**	**$388,848.50**	**NO BID**
BID BOND	**N/A**	**X**	**N/A**
SIGNED BID	**N/A**	**X**	**N/A**
BID TABULATION BIDS RECEIVED 11:00 A.M. 05/10/2022	**D. CONSTRUCTION, INC.** 1488 S. Broadway St. Coal City, IL 60416	**MANEVAL CONSTRUCTION** 28090 W. Concrete Drive Ingleside, IL 60041	**ABBEY PAVING CO, INC.** 1949 County Line Road Aurora, IL 60502
TOTAL BID	**$430,511.00**	**NO BID**	**365,542.25**
BID BOND	**X**	**N/A**	**X**
SIGNED BID	**X**	**N/A**	**X**

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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2022-41

Agenda Item Summary Memo

Title: Public Works Facility Interim Phase Space Needs

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-41

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 11, 2022
Subject: Interim phase space needs, Public Works building

Summary

Consideration of a professional services agreement with Kluber, Inc. for space needs planning and analysis for the new Public Works building.

Background

This item was last discussed in late 2021, when the City Council reviewed a space needs analysis and presentation from Kluber related to the City's Public Works building. A few City Council members at that time had expressed interest in diving further into the plans to more tightly control the budget and initial buildout. Staff has provided a proposal from Kluber to do that work, as well as provide for a site-specific analysis for whenever the City identifies a property for the Public Works building. Chris Hansen, Architect with Kluber, will be present at the meeting to answer questions.

The attached agreement contains a $17,600 fee for Kluber's work on various items under the scope (page 1) which will satisfy the City's wishes to further tailor the Public Works building. This study will also allow us to transition more easily into a design contract in the future (procurement method and consultant selection TBD).

Recommendation

While this agreement cost is less than the threshold for City Council approval, the City already contracted with Kluber recently and this new contract would put the aggregate spend with this vendor above $25,000 within a 12-month period. Thus, we recommend City Council approval of this agreement.

Resolution No. 2022-_____

A RESOLUTION APPROVING A PROFESSIONAL DESIGN SERVICE AGREEMENT WITH KLUBER, INC.

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

WHEREAS, the City has determined that a new public works building is necessitated due to the growing population and the resulting increase in the duties and responsibilities of its Public Works Department; and,

WHEREAS, before proceeding with a new facility, the City has determined that a space needs planning and analysis should be performed to assess the building size, the design and potential costs for such a facility; and,

WHEREAS, Kluber, Inc. of Aurora, Illinois, has performed other professional design services for the City and is prepared to perform these additional services relating to the requirements for a new public works facility all as set forth in the Amendment to the Professional Services Agreement attached hereto.

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

Section 1. That the Amendment to the Professional Services Agreement by and between the United City of Yorkville and Kluber, Inc., in an amount of $17,600.00 attached hereto and made a part hereof by this reference and is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
1370 - Yorkville - PW Study
610 Tower Lane & 609 N. Bridge Street; 185 Wolf Street, Yorkville, Illinois 60560

AGREEMENT INFORMATION:
Date: April 30, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: April 18, 2022

OWNER: *(name and address)*
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

ARCHITECT: *(name and address)*
Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

The Owner and Architect amend the Agreement as follows:
Provide limited Schematic Design Services for the Yorkville Public Works project as follows:

SCOPE OF ADDITIONAL SERVICES:

Limited Schematic Design Services:
•Discuss alternative approaches for design and construction of the Project, including the feasibility of incorporating a phased approach to the work.
•These services will focus initially on the Public Works building components only.
•Conduct a building and zoning code review for the identified project site.
•Prepare basic colored site and floor plans for each floor level that indicate site circulation, building walls, doors, windows, vertical circulation (where required) equipment spaces and room names for the proposed project. The intent of these plans is to confirm programmatic adjacencies, flow and circulation patterns for the building and site. These drawings shall illustrate the scale and relationship of the Project components.
•Prepare a revised construction Cost of Work.
•Prepare a revised schedule for a phased approach.
•Present the updated findings to the Village Board for action and approval.

Deliverables:
•Scaled Site Plans
•Scaled Floor Plans
•Updated schedule.
•Updated cost estimate.

The Architect's compensation and schedule shall be adjusted as follows:

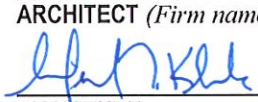
Compensation Adjustment:

Limited Schematic Design Services	$ 17,600.00
Total Additional Services:	$ 17,600.00

Schedule Adjustment:
TBD as mutually agreed with Owner.

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User Notes: (3B9ADA4B)

SIGNATURES:

Kluber, Inc.	United City of Yorkville
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	
SIGNATURE	**SIGNATURE**
Michael T. Kluber, P.E. President	Bart Olson, City Administrator
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
April 18, 2022	
DATE	**DATE**

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User Notes: (3B9ADA4B)

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

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2022-42

Agenda Item Summary Memo

Title: Vehicle and Equipment Purchase

Meeting and Date: City Council – May 24, 222

Synopsis: Proposed purchase of tractor and utility vehicle. Trade in of tractor.

Council Action Previously Taken:

Date of Action: PW – 05/17/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-42

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse (Name) Public Works (Department)

Agenda Item Notes:

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

Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: May 2, 2022
Subject: PW Vehicle & Equipment Purchases and Disposal of Property

---

Summary

Below please find a list of vehicles that PW is proposing to purchase, and a list of vehicles and equipment that PW is proposing to dispose of.

Background

As part of the budgeting process, Public Works was asked to submit a list of vehicles and equipment for purchasing in the upcoming budget year. This year the list was made up of:

Single Axle Dump Truck -	$240,000
Leaf Vacuum -	$110,000
One Ton Pickup (2) -	$110,000
Tractor -	$95,000
UTV -	$15,000
Sealcoat Machine -	$60,000
Striping Machine -	$8500
Transit Van (2) Water Dept.	$80,000
F250 Pickup Sewer Dept.	$48,000

At this time, we are working on obtaining bids or quotes for all the vehicles and equipment, but we have only received to quotes back at this time for the tractor and utility vehicle.

Proposed Tractor Purchase

This tractor will be used to mow ditches and large right of way areas. It is a 100 horsepower tractor which is a significant increase in power over the old unit. This increase in horsepower will give us the option to purchase a boom mower in the future as well as giving us increased power to pull our batwing mower. Our current tractor struggled at times pulling our mower, it was right at the minimum horsepower needed run that piece of equipment. When the grass got thick or tall, we would have to slow down to a crawl and sometimes mow the area twice to get it all cut evenly. This tractor will also have 4 wheel drive which our current tractor does not. This will allow us to use this tractor for snow removal if needed. I would envision using this tractor in parking lots, such as new city hall behind the fence, with a 10' snow pusher on the front. With the independent brakes, and a 10' snow pusher, this is a much more efficient snow mover in a parking lot. Lastly, this tractor is large enough and powerful enough to use with a boom mower. A boom mower mounts on the rear or under the middle of the tractor and has a jointed arm with a rotary mower attached to it. It allows you to reach out, in our case 15-

20', and mow uneven areas such as the bottoms of steep ditches, it will clear brush and small branches as well all while sitting on level ground which is a tremendous safety improvement. The boom mower will also let us mow behind guardrails, over the sides of bridge embankments, and along creeks such as the Rob Roy at the west end of Fox Hill.

Trade in of Current Tractor

Our current tractor is a 2012 Kubota M7040F with a loader bucket. This tractor has served its purpose but was never the tractor we thought it was going to be. The tractor was capable of pulling our 10' batwing mower, but just barely. It was not quite big enough to load trucks with material, it does not have 4 wheel drive, and you cannot spread the axles out wide enough to make a stable stance for mowing steep ditches safely. When we purchased this tractor in 2013, we bought what we could, not what was truly needed. After 10 years of service, it is time to upgrade to the tractor we should have purchased in the first place.

Proposed UTV purchase

We are proposing a new John Deere gator to replace our current gator that I believe was purchased in the late 1990's. Our current unit has been a reliable unit, but it is old and tired and needs to be replaced. I do not think it has any trade in value, so we will keep our current unit for a spare for PW and Parks. If we find it does not have any use as a spare, staff will bring for a recommendation to dispose at that time.

Below please find a cost break down of the tractor and utility vehicle.

Tractor

Budgeted -	$95,000
Quoted -	$83,326
Balance -	$11,674
Trade in budgeted -	$40,000
Trade in quoted -	$24,000
Difference	$16,000
Balance	$4,326

UTV

Budgeted -	$15,000
UTV Quote -	$11,385
Difference	$3,615
Ending Balance	$711

I am not worried about the small negative impact to the overall budget, we will more than make up for that with the sale of other vehicles later this year.

The reason for the discrepancy in the budgeted price and trade in price of the tractor is that I started gathering information last November, since that time the used market has cooled down slightly, prices are not where they were last fall for small utility tractors. I also was conservative with the new tractor price because the salesmen couldn't give an exact answer so far out from the time of the actual purchase.

To make sure we were getting a fair price for the trade in, I contacted a nationwide equipment auction service to ask them if they were interested in selling it for us at an upcoming auction. They also told me that the tractor was worth somewhere in the $20,000-$25,000 range, and they take a 10% commission. This tells me that our vendor was being honest with the trade in price.

Both of these purchases are from Sourcewell contracts and both have been budgeted for purchase in the FY 23 budget.

Recommendation

I recommend approval of the purchase of the John Deere 6120E tractor as specified from AHW, LLC in the amount of $83,326.33

I recommend the purchase of the John Deere Gator HPX615E as specified from AHW, LLC in the amount of $11,385.85

I recommend the trade in of a 2012 Kubota M7040F, as is, to AHW, LLC in the amount of $24,000.

Resolution No. 2022-___

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF A CAB TRACTOR AND A UTILITY VEHICLE AND TRADE-IN OF A 2012 TRACTOR

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

WHEREAS, pursuant to the Governmental Purchasing Act, 30 ILCS 525/1 *et. seq*. (the "*Act*"), the City determined it to be in its best interests to purchase a John Deere 6120E Cab Tractor and a John Deere Gator HPX615E, and to trade-in the City's 2012 Kubota M7040 through Sourcewell, a national purchasing cooperative; and,

WHEREAS, after completion of the competitive procuring process as required by the Act, the State of Illinois recommended AHW, LLC of Elburn, Illinois, as the lowest responsible bidder; and,

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to approve the purchase a John Deere 6120E Cab Tractor and a John Deere Gator HPX615E, and trade-in the City's 2012 Kubota tractor from AHW, LLC of Elburn, Illinois.

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

Section 1: That the purchase of a John Deere 6120E tractor at a cost of $83,326.33 and the purchase of a John Deere Gator HPX615E at a cost of $11,385.85 from AHW, LLC of Elburn, Illinois is hereby approved and the trade-in of the City's 2012 Kubota M7040 for $24,000 to AHW, LLC of Elburn, Illinois is hereby approved and the Director of Public Works is hereby authorized to execute the Purchase Orders for these transactions on behalf of the City.

Section 2: Each section, clause and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses or provision of this Resolution.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

- ☐ Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

For any questions, please contact:

George Ohara

AHW LLC
559 South Main
Elburn, IL 60119

Tel: 630-365-6020
Fax: 630-365-6101
Email: gohara@ahwllc.com

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team

JOHN DEERE

AHW
Tomorrow's Solutions Today

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Quote Summary

Prepared For:
Eric Dhuse
UNITED CITY OF YORKVILLE
Eric Dhuse
800 GAME FARM RD
YORKVILLE, IL 60560
Business: 630-553-4370
edhuse@yorkville.il.us

Delivering Dealer:
AHW LLC
George Ohara
559 South Main
Elburn, IL 60119
Phone: 630-365-6020
gohara@ahwllc.com

Quote ID:	26556385
Created On:	26 April 2022
Last Modified On:	26 April 2022
Expiration Date:	30 May 2022

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6120E Cab Tractor (101 PTO hp) **Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) **Price Effective Date:** April 25, 2022	$ 99,468.90	$ 75,596.37	X	1	=	$ 75,596.37
JOHN DEERE H310 Standard Loader **Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) **Price Effective Date:** April 25, 2022	$ 10,171.00	$ 7,729.96	X	1	=	$ 7,729.96
Equipment Total						**$ 83,326.33**

Trade In Summary	Qty	Each	Extended
2012 KUBOTA M7040 - 21438	1	$ 24,000.00	$ 24,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 24,000.00
Trade In Total			**$ 24,000.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 83,326.33
Trade In	$ (24,000.00)

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

AHW
Tomorrow's Solutions Today

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

SubTotal	**$ 59,326.33**
Est. Service Agreement Tax	$ 0.00
Total	$ 59,326.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 59,326.33**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

AHW
Tomorrow's Solutions Today

Selling Equipment

Quote Id: 26556385 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

JOHN DEERE 6120E Cab Tractor (101 PTO hp)

Hours:
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date: April 25, 2022

Suggested List *
$ 99,468.90
Selling Price *
$ 75,596.37

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
333FP	6120E Cab Tractor (101 PTO hp)	1	$ 94,041.00	24.00	$ 22,569.84	$ 71,471.16	$ 71,471.16
	Standard Options - Per Unit						
182B	GreenStar™ Ready	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183B	Less JDLink™ Hardware	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
185A	JDLink™ Connectivity	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual North America	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0500	Less Package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1386	12F/12R PowrReverser™ Transmission - Wet Clutch, EH PTO, 30 km/h	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1950	Less Application	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2050	Cab Standard	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2100	Cab Seat Mechanical Suspension	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3320	Two Rear Selective Control Valve with Lever Controls	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4015	Standard Hitch	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4120	Telescopic Draft Links	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4315	Standard Drawbar	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4420	Sway Chains	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6045	MFWD (4 Wheel Drive) Front Axle, electro-hydraulic activation.	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

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Selling Equipment

Quote Id: 26556385 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

6210	340/85R24 In. 8PR R1 Radial	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
7700	Shipping Preparation for Truck	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
8726	Rotating Warning LIght (Beacon Light)	1	$ 263.00	24.00	$ 63.12	$ 199.88	$ 199.88
8910	2-Function Mechanical Independent Control Valve Loader Ready	1	$ 4,495.00	24.00	$ 1,078.80	$ 3,416.20	$ 3,416.20
	Standard Options Total		**$ 4,758.00**		**$ 1,141.92**	**$ 3,616.08**	**$ 3,616.08**
	Technology Options/Non-Contract/Open Market						
1880	Less Receiver	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1900	Less Display	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Dealer Attachments/Non-Contract/Open Market						
BW15781	Fender Kit - FENDER KIT, FENDER KIT, FENDERS, ST	1	$ 578.60	24.00	$ 138.86	$ 439.74	$ 439.74
BSJ10026	Audible Warning Alarm - AUDIBLE WARNING ALARM, BACKUP ALARM	1	$ 91.30	24.00	$ 21.91	$ 69.39	$ 69.39
	Dealer Attachments Total		**$ 669.90**		**$ 160.77**	**$ 509.13**	**$ 509.13**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 99,468.90**		**$ 23,872.53**	**$ 75,596.37**	**$ 75,596.37**

JOHN DEERE H310 Standard Loader

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date: April 25, 2022

Suggested List *
$ 10,171.00
Selling Price *
$ 7,729.96

* Price per item - includes Fees and Non-contract items

JOHN DEERE

AHW
Tomorrow's Solutions Today

Selling Equipment

Quote Id: 26556385 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
04C1P	H310 Standard Loader	1	$ 11,840.00	24.00	$ 2,841.60	$ 8,998.40	$ 8,998.40
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0500	Less package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1995	Less mounting frame	1	$ -1,810.00	24.00	$ -434.40	$ -1,375.60	$ -1,375.60
2600	H310 Standard farm loader, non-self-leveling (NSL) - Two-function	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3995	Less hydraulic hoses and controls	1	$ -405.00	24.00	$ -97.20	$ -307.80	$ -307.80
4555	2-Function Single Point Hydraulic Connection (Tractor Half and Loader Half)	1	$ 546.00	24.00	$ 131.04	$ 414.96	$ 414.96
5535	Hood guard	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6995	Less ballast box	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ -1,669.00**		**$ -400.56**	**$ -1,268.44**	**$ -1,268.44**
Total Selling Price			**$ 10,171.00**		**$ 2,441.04**	**$ 7,729.96**	**$ 7,729.96**

JOHN DEERE

AHW
Tomorrow's Solutions Today

Trade-in

Quote Id: 26556385 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

2012 KUBOTA M7040 SN# 21438 **Machine Details**	
Description	**Net Trade Value**
2012 KUBOTA M7040 **SN# 21438** **Your Trade In Description**	**$ 24,000.00**
Additional Options	
Hour Meter Reading	1480
Total	**$ 24,000.00**

JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

- ☐ Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

For any questions, please contact:

George Ohara

AHW LLC
559 South Main
Elburn, IL 60119

Tel: 630-365-6020
Fax: 630-365-6101
Email: gohara@ahwllc.com

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team

JOHN DEERE

AHW
Tomorrow's Solutions Today

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Quote Summary

Prepared For:
Eric Dhuse
UNITED CITY OF YORKVILLE
Eric Dhuse
800 GAME FARM RD
YORKVILLE, IL 60560
Business: 630-553-4370
edhuse@yorkville.il.us

Delivering Dealer:
AHW LLC
George Ohara
559 South Main
Elburn, IL 60119
Phone: 630-365-6020
gohara@ahwllc.com

Quote ID:	26534572
Created On:	22 April 2022
Last Modified On:	22 April 2022
Expiration Date:	23 May 2022

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE GATOR™HPX615E (Model Year 2022)	$ 13,094.01	$ 11,260.85	X	1	=	$ 11,260.85
Customer Delivery Charge - Commercial & Utility		$ 125.00	X	1	=	$ 125.00

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: April 21, 2022

Sub Total **$ 11,385.85**

Equipment Total **$ 11,385.85**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 11,385.85
Trade In	
SubTotal	**$ 11,385.85**
Est. Service Agreement Tax	$ 0.00
Total	$ 11,385.85
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 11,385.85**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote Id: 26534572 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

JOHN DEERE GATOR™HPX615E (Model Year 2022)

Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: April 21, 2022

Suggested List *
$ 13,094.01
Selling Price *
$ 11,260.85

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57G6M	GATOR™HPX615E (Model Year 2022)	1	$ 11,899.00	14.00	$ 1,665.86	$ 10,233.14	$ 10,233.14
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1011	High-Performance All-Purpose (HPAP) Tires	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2006	Bench Seat Yellow	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2350	Park Position in Transmission	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	$ 490.00	14.00	$ 68.60	$ 421.40	$ 421.40
3120	Cargo Box Manual Lift with Prop Rod	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4000	OPS with Nets	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4030	Black Poly Roof	1	$ 506.00	14.00	$ 70.84	$ 435.16	$ 435.16
4249	Less Front Brush Guard	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 996.00**		**$ 139.44**	**$ 856.56**	**$ 856.56**
	Dealer Attachments/Non-Contract/Open Market						
BM26583	Seat-Belt Comfort Strap (2)	1	$ 107.00	14.00	$ 14.98	$ 92.02	$ 92.02
BUC10608	Front Turn Signal Light Kit	1	$ 92.01	14.00	$ 12.88	$ 79.13	$ 79.13
	Dealer Attachments Total		**$ 199.01**		**$ 27.86**	**$ 171.15**	**$ 171.15**
	Value Added Services						
	Customer Delivery Charge - Commercial & Utility	1	$ 125.00			$ 125.00	$ 125.00
	Value Added Services Total		**$ 125.00**			**$ 125.00**	**$ 125.00**
Total Selling Price			**$ 13,094.01**		**$ 1,833.16**	**$ 11,260.85**	**$ 11,385.85**

Selling Equipment

Quote Id: 26534572 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Vehicle #	Y52	**Year**	2012
Make	Kubota	**Model**	M7040F
Miles		**Hours**	
Original $		**(date)**	5/1/2013
Budgeted Replacement $	$85,000.00		
Sale /Auction / Estimated Trade-in $	$25,000.00		
Life Expectancy	15		
Type of Service	5		
Division	Public Works		

United City of Yorkville

Vehicle Replacement Guideline Evaluation Form

Replacement Point Range:

Under 18 points	Condition I	Excellent
18 - 22 points	Condition II	Good
23 - 27 points	Condition III	Qualifies for replacement
28+ points	Condition IV	High priority replacement





FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	3
MILES / HOURS	1	Each 10,000 miles of usage	
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	5
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	1
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	1
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns),	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or	
		TOTAL	**11**

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

Agenda Item Number

Mayor's Report #6a

Tracking Number

CC 2021-04a

Agenda Item Summary Memo

Title: Prairie Point Change Order 01 – Natural Gas HVAC Units

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: CC – 03/08/22 Action Taken: Approved a resolution for a renovation agreement with Lite Construction Inc

Item Number: CC 2021-04a

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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

Memorandum

To: City Council
From: Steve Raasch, Facilities Manager
CC: Bart Olson, City Administrator, Erin Willrett, Assistant City Administrator
Date: May 24, 2022
Subject: Prairie Point Change Order 01 – Natural Gas HVAC Units

---

Summary

Change Order 01 to install natural gas roof top units and gas lines.

Background

Last year the City Council requested staff to obtain bids for the renovation of the Prairie Point Building. The renovation contract was awarded to Lite Construction at the March 8, 2022 Council meeting. Part of the process included an alternate bid of replace the three existing electric HVAC units on the building. The alternate bid was also approved by the Council, but a request was made for staff to look into installing a natural gas line, and replacing changing the new units from electric to natural gas.

Staff worked with the Cordogan Clark and Lite Construction, to provide a proposal for this work. The total cost for the change order is $61,477.00, which includes three natural gas units, gas piping from the end of Nicor's line, painting of the gas line, and Lite Construction's markup.

During the March 8, 2022, staff provided an updated project budget, which included a line item for this work, and was listed at $62,000.00

Recommendations

Staff recommends the review and approval of Lite Constructions Change Order 01 in the amount of $61,477.00.

Attachments

Exhibit A – Lite Construction Change Order 01

Resolution No. 2022-_____

A RESOLUTION APPROVING THE INSTALLATION OF NATURAL GAS HVAC UNITS AT 651 PRAIRIE POINTE DRIVE, YORKVILLE, ILLINOIS

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

WHEREAS, the City acquired the building and property commonly known as 651 Prairie Pointe Drive for the purpose of repurposing the building as the new Yorkville City Hall and the headquarters of the Yorkville Police Department (the "*Project*"); and,

WHEREAS, the City issued a Request for Proposals to construct the Project and after review and evaluation of submittals from several firms, the City entered into an agreement with Lite Construction of Montgomery, Illinois; and,

WHEREAS, the agreement, as approved by the City with Lite Construction, included the replacement of three (3) roof top HVAC electric units to service the building; however, the City Council requested the staff to investigate the use of natural gas roof top HVAC units and the necessary installation of gas lines as an alternative; and,

WHEREAS, Lite Construction has proposed a change order to the original bid for the installation of gas lines and use of gas roof top HVAC units at a cost of $61,477.00 as itemized on Change Order 1R1 attached hereto.

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

Section 1. That Change Order 1R1 from Lite Construction in the amount of $61,477.00 providing for the installation of gas lines and three (3) gas fired rooftop HVAC units is hereby approved.

Section 2. That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

_____

MAYOR

Attest:

_____

CITY CLERK

LITE CONSTRUCTION
711 South Lake Street
P.O. Box 135
MONTGOMERY, IL 60538

(630) 896-7220
Fax (630) 896-1304

CHANGE ORDER

Number 1R1

TO Cordogan Clark & Associates
960 Ridgeway Ave
Aurora, IL 60506

PHONE	DATE 5/3/22
JOB NAME/LOCATION Yorkville City Hall Police Facility	
21-364	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Change electric roof top units to gas fired roof top units.

Artlip and Son, Inc	$55,300.00
Paint gas line	$2,500.00
Lift	$750.00
LCI Mark up	$2,927.00
Total	$61,477.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨		$61,477	CO
DATE 5-3-22	PREVIOUS CONTRACT AMOUNT	$	
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL	$	

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____
(OWNER)

ARTLIP and SONS, Inc.
230 South Broadway
Aurora, Illinois 60505
(630) 896-1560
Fax (630) 896-1198
www.artlipandsons.com

Since 1969

PROPOSAL

SPECIFICATIONS AND ESTIMATE

NO. E- 27795-2

ATTN: Tim Campbell

PROPOSAL SUBMITTED TO		PHONE	FAX	DATE
Lite Construction				04/09/22
STREET		JOB NAME		
		Gas Fired Rooftop Units - Change Order #1		
CITY, STATE, AND ZIP CODE		JOB LOCATION		
		Yorkville City Hall & Police Facility Renovation		
ARCHITECT/ENGINEER	DATE OF PLANS			JOB PHONE
Cordogan Clark / Larson	03/22/22			

We hereby propose to furnish materials and labor necessary for the completion of:

Change Order #1 - Gas Fired Rooftop Units
We will provide (3) gas fired rooftop units in lieu of original specified optional rooftop units.
We will provide for gas piping from the gas meter to the (3) rooftop units. Piping to be a 3" gas piping main, and 2" to each of the (3) rooftop unit, all piping to be threaded (no welding is included). Piping to be routed up the exterior of the building and onto the roof.
Includes gas regulators at each rooftop unit.
Excludes - Coordination and/or fees associated with with Nicor installing meter/service; painting, prepping, or coating of piping; roof walk-way pads for roof piping supports (to be provided by roofer); and overtime labor.

Labor and Materials, ADD $61,200.00

WE PROPOSE hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of:
Sixty-One Thousand Two-Hundred and 00/100---------- dollars ($ 61,200.00).

Payment to be made as follows: N/30

Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornade and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____
Hank Artlip

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Tim Campbell

From: hank@artlipandsons.com
Sent: Wednesday, April 27, 2022 3:54 PM
To: Tim Campbell
Cc: Dawn Kantorski; Jason Campbell
Subject: RE: YV City Hall & Police - Gas Line RTUs

Deduct $5,900.00 if 2# gas is provided.

Hank

Hank Artlip
President

230 S Broadway, Aurora,IL. 60505
630-896-1560 ext.1012
c. 630-774-4339
ARTLIP AND SONS, INC.

From: Tim Campbell <Timc@liteconstruction.com>
Sent: Wednesday, April 27, 2022 2:44 PM
To: hank@artlipandsons.com
Cc: Dawn Kantorski <Dawnk@liteconstruction.com>; Jason Campbell <jasonc@liteconstruction.com>
Subject: FW: YV City Hall & Police - Gas Line RTUs

Tim Campbell
Lite Construction, Inc.
711 S. Lake St.
Montgomery, IL 60538
Office 630-896-7220
Cell 630-417-4463

From: Lauren Kiley <LKiley@cordoganclark.com>
Sent: Monday, April 25, 2022 4:09 PM
To: Tim Campbell <Timc@liteconstruction.com>
Cc: Dawn Kantorski <Dawnk@liteconstruction.com>
Subject: YV City Hall & Police - Gas Line RTUs

Hi Tim,

See attached RFI# 8, the mechanical engineer responded the gas line could be reduced if we utilize local regulators at each RTU (in lieu of one at the meter per current plans). Can you verify with Artlip if this could be a potential cost savings? Steve asked we confirm before proceeding.

Thank you,

Lauren Kiley
Architectural Designer

CORDOGAN CLARK
960 Ridgeway Avenue
Aurora, IL 60506
630.896.4678 x 344
lkiley@cordoganclark.com

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

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

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

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?
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Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2022-24

Agenda Item Summary Memo

Title: Collective Bargaining Agreement between Yorkville Patrol Officers and the City

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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

Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator; James Jensen Chief of Police
Date: May 24, 2022
Subject: Collective Bargaining Agreement with FOP Patrol (Police)

Summary

Approval of a collective bargaining agreement between the City and the Fraternal Order of Police governing the patrol officers employed by the City during the period from May 1, 2023 – April 30, 2027

Background

The last collective bargaining agreement between the City and the Patrol Officers employees was approved in 2020 for three years (May 1, 2020 – April 30, 2023). The city has been involved in good faith negotiations for a new agreement and the outcomes are attached in a clean and track changes documents.

In general, the bulk of the negotiations were changes in wages. The summary of the changes are:

1. Term/Termination (Article 17)
    a. This contract has a proposed term of 4 years from May 1, 2023 – April 30, 2027.

2. New Section – Detective and School Resource Officer Stipend (Section 6.6)
    a. This new section reflects an annual stipend of $1,800 spread through each pay period for a detective and/or a school resource officer.

3. Annual Salary Rates (Appendix B)
    a. This salary rates are outlined in the appendix to reflect a 3% increase each year of the contract.

Recommendation

Staff recommends approval of the collective bargaining agreement between the City and the Fraternal Order of Police governing the patrol officers during the period from May 1, 2023 – April 30, 2027.

ILLINOIS FOP LABOR COUNCIL

and

THE UNITED CITY OF YORKVILLE

Patrol Officers

~~May 1, 2020~~ May 1, 2023– ~~April 30, 2023~~ April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

4821-5277-8437.1

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AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE PATROLMAN UNIT (hereinafter called the "Council").

ARTICLE 1 - RECOGNITION

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn patrol officers, but excluding Chief of Police, lieutenants, sergeants and all other employees of the Police Department and the City.

ARTICLE 2 - COUNCIL SECURITY

Section 2.1 Dues Check Off

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary dues check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

Section 2.2 Council Indemnification

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 Definition

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

Section 3.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or

within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor: By discussion between the employee, accompanied by one Council Officer if the employee so desires, and his immediate supervisor (sergeant or Deputy Chief as the case may be). The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief: If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

Section 3.3 Arbitration

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chief's written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.

(c) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(d) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

(e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including; but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 5 - NO STRIKE-NO LOCKOUT

No employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

ARTICLE 6 - WAGES

Section 6.1 Wages Rates

The City will place a new hire on the Associate Degree or Bachelor Degree pay scale, Appendix "B", based upon its review of academic records and provided that any post-secondary work is from an institution accredited by North Central or a similar accreditation agency acceptable to the City. The City may hire a new officer with prior law enforcement experience at a higher pay step on Appendix B, not to exceed the "after 2 years" step, provided any such step placement shall not affect the probationary period of a new hire. Step movement shall be on an employee's anniversary date of hire.

Section 6.2 Section 6.2 Longevity Pay

As part of their regular compensation and in addition to the wage rates set forth in Appendix B, employees shall receive an annual longevity pay stipend as follows:

Years of Service	Longevity Pay
After 6 years but less than 9 years	$ 750
After 9 years but less than 14 years	$1,000
After 14 years but less than 20 years	$1,500
After 20 years	$2,000

Section 6.3 Section 6.3 Canine Officer Eligibility and Stipend

In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix C, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program. Officers assigned to the position of Canine Officer shall also receive, while so assigned, a stipend equivalent to $1,500 per fiscal year during the term of this Agreement, to be paid at a rate of 1/26th per pay period during such assignment. The City will pay out of pocket costs affiliated with the care, equipment and feeding of the dog. The City will also pay the cost of kenneling the dog when the assigned Canine Officer is out of town.

Section 6.4 Field Training Officer (FTO) Compensation

For each shift that an Officer is assigned by their supervisor as a "Field Training Officer" (FTO), the officer shall be paid one (1) hour of compensation at his/her regular overtime hourly rate. To be eligible for this FTO Stipend, the officer assigned to serve as FTO must have timely submitted a Daily Observation Report ("DOR") that reflects the relevant events and circumstances which arose during the shift.

Section 6.5 On-Call Pay

Detectives and Evidence Technicians designated as "On-Call" by their supervisor for an entire week shall be paid $75.00 dollars. Officers have the option to decline to be "On-Call" for Evidence Technician for each six (6) month period. It is agreed by both parties that Officers designated as on-call are expected to be available for work during non-scheduled hours and that failure to respond to or rejection of a call-in may result in discipline, at the discretion of the City.

Section 6.6 Detective and School Resource Officer Stipend

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In the event the Police Chief, or designee, appoints a bargaining unit employee to serve in the specialty position designated below, then such employee shall be eligible for a specialty bonus/stipend if he/she is serving in the specialty position for any duration on a permanent or temporary basis. Such employee shall receive:

Detective:	$1,800 Annually (Spread out throughout each pay period)
School Resource Officer:	$1,800 Annually (Spread out throughout each pay period)

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 Application of Article

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 7.2 Normal Workdays, Workweek

The shifts, workdays and hours to which employees are assigned shall be stated on an annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

Section 7.3 Overtime Pay

When police officers are ordered to report for work which is in addition to the employee's normal work schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

Section 7.4 Overtime Allocation

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift be opened to either Supervisors or part-time employees.

Section 7.5 Break Periods

Employees shall receive a paid forty-five (45) minute off-duty lunch period and a ten (10) minute break during the first half of the shift and a ten (10) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work. If an employee is called to duty while on a lunch break, then such employee shall be entitled to his forty-five (45) minute off-duty lunch break later on during his shift. If the work load does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his forty-five (45) minute off-duty lunch break. Such lunch breaks shall not be unreasonably denied.

Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory time must be paid in full in cash.

Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition for work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours' pay at time and one-half.

Section 7.9 Switching Days Off

With at least seven (7) days' notice, an officer shall be permitted to trade or exchange a scheduled shift with another Officer in the same division with the approval of the Chief of Police or designee and subject to the remaining provisions of this Section. Requests for approval of a shift trade must be submitted in writing and include reference to the date and shift/time of the requested dates that are affected by the trade. The employees involved shall be assigned to the same Division at the time of the trade and on the day the trade is repaid.

The requested shift trade does not have to be for a full shift as long as the trade lasts at least two (2) consecutive hours that falls at the beginning or end of the shift. No trade shall be permitted if it will result in any Officer being assigned to work more than sixteen (16) consecutive hours. Shifts traded are not required to be within the same pay period. However, if a shift is traded outside of the same pay period, it must be repaid within six (6) months of the day that was traded.

Officers can only trade shifts with other officers who possess the same or very similar specialty skills as approved by the Chief of Police. The officer who accepts an approved shift trade assumes responsibility for that shift per the terms of the collective bargaining agreement. The officer working for another officer due to a shift trade shall not have the hours worked count as work hours for overtime calculation. An officer who has traded a shift and is not working shall not be eligible for any other work during the traded shift.

Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid straight-time for the first forty (40) hours of said training in a calendar year and time and one-half for all hours in excess of forty (40) hours in a calendar year.

Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is twenty-eight (28) days.

Section 7.12 Training Reimbursement

New hires are required to repay the City for non-reimbursed training costs if they resign within the first three (3) years of employment, pursuant to the following schedule: 100% if the employee leaves during the first two (2) years of employment; 75% if the employee leaves after two (2) years but less than three (3) years. The Council waives any right it may have to bargain over any training reimbursement agreement that the City may require a new hire to sign as a term or condition of employment, consistent with the foregoing repayment provision. This Section only applies to persons hired on or after April 1, 2003.

ARTICLE 8 - VACATIONS

Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, subject to the approval of the Department Head, of which will not be unreasonably denied.

Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28).

Vacations are normally taken in one week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

Section 8.4 Vacation Carryover

An employee is permitted to request vacation carryover from one year to the next year, but not beyond forty (40) hours and not beyond one year.

Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

ARTICLE 9 - HOLIDAYS

Section 9.1 Holidays

The following holidays are observed under this Agreement:

New Years' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Presidents' Day	Martin Luther King Day

Section 9.2 Holiday Pay

Employees shall work all holidays which fall within the regular schedule, unless the employee has been granted approved time off. For each observed holiday that the employee does not work, the employee shall receive either eight (8) hours straight time pay or compensatory time at the employee's option. An employee that works during the calendar days of New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall receive the eight (8) hours straight time pay, and any hours worked will be paid at an 2X times pay rate. An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day, and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

Section 9.3 Floating Holidays

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police patrolmen shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

ARTICLE 10 - SICK LEAVE

Section 10.1 Purpose Allowance and Accumulation

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of 960 hours.

Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant or nurse practitioner.

Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

Section 10.4 Unused Sick Leave

(a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who has at least twenty (20) years of service on the Department as a fulltime sworn peace officer and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

(c) An employee who has at least twenty (20) years of service on the Department as a full-time sworn peace officers who elects normal retirement at age fifty (50) or older may elect to decline payouts of any compensable time (sick time, vacation time, comp-time) and instead bank the equivalent amount with the City, for the City to apply toward the retirees health insurance contributions.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

Section 11.1 Unpaid Discretionary Leaves

The City in its discretion may grant an unpaid leave of absence to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the duration, terms

and conditions of such leaves in writing. Such leave shall not be used by an employee to try for or accept employment elsewhere or for self-employment.

Section 11.2 Emergency Time Off

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms and conditions of such leave, including whether it is to be paid or whether it must be made up.

Section 11.3 Bereavement Pay

In the event of death of an immediate family member (mother, father, step-parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law, grand-parents, grand-parents in-law, step-grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days' time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the employee's discretion. These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

Section 11.4 Family & Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the FMLA.

ARTICLE 12 - OTHER BENEFITS

Section 12.1 Uniform

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

Section 12.2 Drug and Alcohol Testing

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs in violation of this Section. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

(a) The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted: For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (IC/MS) or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) **Failing to report to their supervisor any known adverse side effects of medication or prescription drugs**. abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.

(d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

(e) Officers shall be required to submit to a drug and alcohol test whenever an officer discharges his/her firearm and such action may have caused injury or death to a person(s). The employee shall submit to the test as directed as soon as practical but no later than the end of the shift.

(f) Officers are prohibited from consuming, using, possessing, selling or distributing cannabis and/or any cannabis infused products during their on or off duty time. In the event of a suspected violation of this provision, the above testing procedures will govern.

Section 12.3 On-the-Job Injury

Employees shall receive full pay for up to one hundred-eighty (180) calendar days per year for on-the-job injury.

Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

Section 12.6 Officer-In-Charge Pay

Officers assigned as Officer-In-Charge (OIC) shall receive, in addition to the employee's regular rate of pay, an additional two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay for any hours served on a shift. In cases where two officers split a scheduled shift 50/50, only the officer who starts the OIC shift shall receive OIC pay. Officers will have the option of either receiving the additional pay or compensatory time (accumulated at the same rate). The Employer will not manipulate work schedules or assignments to OIC to avoid paying the applicable compensation.

Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and, (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of the grade transcript.

The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

a. 00-06 months of completion of course – 100%
b. 07-12 months of completion of course – 75%
c. 13-18 months of completion of course – 50%
d. 19-24 months of completion of course – 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval.

Section 12.8 Union Days

Employees acting as a Union representative may be released from duty up to six (6) days a year in total (not per person) to attend Union sponsored training/conferences. Training/Conference time is at the sole discretion of the Chief of Police and will not be allowed if staffing levels would cause the expenditure of overtime. Training/Conference time will be reviewed on a case by case basis and will not be unreasonably denied. The affected member is responsible for all costs associated with the training/conference to include but not limited to lodging, food, registration fees etc.

ARTICLE 13 - INSURANCE

Section 13.1 Medical Insurance

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2023, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans.

Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. The City also shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

Section 13.2 Life, Dental and Vision Coverage

The City shall continue in effect the current term life ($50,000 for an eligible employee; $10,000 for spouse; $2,500 for child aged 6 months to 19 years; $1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

Section 13.3 Opt-Out Incentive

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of ($100 for single employees and $150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE 14 - SENIORITY, LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 14.2 Seniority List

On or before May 1st of each new calendar year, the City will post a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Council representative. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the list is posted.

Section 14.3 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. Note: The existing 12 month probationary period for persons hired before the date this Agreement was approved by the City shall remain unchanged

Section 14.4 Layoff

The City, in its discretion; shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar day's notification to the Council.

Section 14.5 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three year period following his layoff.

Section 14.6 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged for just cause (probationary employees without cause);

(c) retires or is retired;

(d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the advance written approval of the Police Chief;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control;

(f) is laid off for a period in excess of three (3) years;

(g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or

(h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board of Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

Section 14.7 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

ARTICLE 15 - AUTHORITY OF THE POLICE AND FIRE COMMISSION

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

ARTICLE 16 - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein. The City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in

working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Council of its intention of the proposed change.

Upon such notification, and if requested by the Council, the City shall meet with the Council and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Council becomes aware of such a change and has not received notification, the Council must notify the City as soon as possible and request negotiations if such negotiations are desired. The failure of the Council to request negotiations shall act as a waiver of the right to such negotiations by the Council.

ARTICLE 17 - TERMINATION

This Labor Agreement shall be effective May 1, 2023 ~~upon execution~~ and shall remain in full force and effect until April 30, 2027~~3~~. It shall automatically be renewed from year to year thereafter unless one party shall notify the other in writing at least **sixty (60)** calendar days prior to the anniversary date that it desires to modify this Labor Agreement. Notwithstanding any provision of this Labor Agreement to the contrary, this Labor Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new Labor Agreement are continuing.

Executed this _ day of _____, 2022~~0~~.

[SIGNATURE PAGE TO FOLLOW]

For: The United City of Yorkville:

_____
John Purcell Date
Mayor

_____
James Jensen Date
Police Chief

_____
Jori Behland Date
City Clerk

City Seal:

For: FOP, Labor Council:

_____
Kyle Davis Date
Unit Steward

_____
Ryan Goldsmith Date
Unit Steward

_____
Robbie Hart Date
Unit Steward

_____
Mike Powell Date
FOP, Labor Council
Assistant Director

APPENDIX A
DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____, hereby authorize my employer, The United City of Yorkville, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B
ANNUAL SALARY RATES: PATROL OFFICERS

	Associate Degree			
	~~Current~~	~~2.00%~~ ~~TBD~~	~~2.25%~~ ~~5/1/21~~	~~2.50%~~ ~~5/1/22~~
~~Less than 1 yr~~	~~58,966.05~~	~~60,145.37~~	~~61,498.64~~	~~63,036.11~~
~~After 1 yr~~	~~64,707.75~~	~~66,001.91~~	~~67,486.95~~	~~69,174.12~~
~~After 2 yrs~~	~~67,844.99~~	~~69,201.89~~	~~70,758.93~~	~~72,527.90~~
~~After 3 yrs~~	~~71,398.27~~	~~72,826.24~~	~~74,464.83~~	~~76,326.45~~
~~After 4 yrs~~	~~74,968.18~~	~~76,467.54~~	~~78,188.06~~	~~80,142.76~~
~~After 5 yrs~~	~~81,565.14~~	~~83,196.44~~	~~85,068.36~~	~~87,195.07~~

	Current	3.00% 5/1/2023	3.00% 5/1/2024	3.00% 5/1/2025	3.00% 5/1/2026
Less than 1 year	63,036.11	64,927.19	66,875.01	68,881.26	70,947.70
After 1 year	69,174.12	71,249.34	73,386.82	75,588.42	77,856.07
After 2 years	72,527.90	74,703.74	76,944.85	79,253.20	81,630.80
After 3 years	76,326.45	78,616.24	80,974.73	83,403.97	85,906.09
After 4 years	80,142.76	82,547.04	85,023.45	87,574.15	90,201.37
After 5 years	87,195.07	89,810.92	92,505.25	95,280.41	98,138.82

	Bachelor's Degree			
		~~2.00%~~	~~2.25%~~	~~2.50%~~
	~~Current~~	~~TBD~~	~~5/1/21~~	~~5/1/2022~~
~~Less than 1 yr~~	~~60,144.80~~	~~61,347.70~~	~~62,728.02~~	~~64,296.22~~
~~After 1 yr~~	~~66,065.78~~	~~67,387.10~~	~~68,903.31~~	~~70,625.89~~
~~After 2 yrs~~	~~69,201.14~~	~~70,585.16~~	~~72,173.33~~	~~73,977.66~~
~~After 3 yrs~~	~~72,826.05~~	~~74,282.57~~	~~75,953.93~~	~~77,852.78~~
~~After 4 yrs~~	~~76,467.36~~	~~77,996.71~~	~~79,751.64~~	~~81,745.43~~
~~After 5 yrs~~	~~83,547.90~~	~~85,218.86~~	~~87,136.28~~	~~89,314.69~~

~~"TBD", AS USED IN THIS APPENDIX B WILL BE CONSTRUED WITH AN EFFECTIVE DATE THAT IS FORTY-FIVE (45) CALENDAR DAYS AFTER THE DATE THE STATE OF ILLINOIS HAS ENTERED PHASE FOUR OF THE "RESTORE ILLINOIS" PLAN FOR RE-OPENING AND EXPANSION OF ALL PERSONAL SERVICES WITHOUT LIMITATION.~~

		3.00%	3.00%	3.00%	3.00%
	Current	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Less than 1 year	64,296.22	66,225.11	68,211.86	70,258.22	72,365.97
After 1 year	70,625.89	72,744.67	74,927.01	77,174.82	79,490.06
After 2 years	73,977.66	76,196.99	78,482.90	80,837.39	83,262.51
After 3 years	77,852.78	80,188.36	82,594.01	85,071.83	87,623.98
After 4 years	81,745.43	84,197.79	86,723.72	89,325.43	92,005.19
After 5 years	89,314.69	91,994.13	94,753.95	97,596.57	100,524.47

APPENDIX C - CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

Exercise
Grooming
Feeding (one meal)
Training
Veterinarian routine checkups and shots
Procuring food and supplies

The officer shall be allowed four (4) hours off per week, with pay for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four (4) hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation for such additional time.

_____ _____
Officer Date

_____ _____
John Purcell Date
Mayor

_____ _____
James Jensen Date
Chief of Police

SIDE LETTER OF UNDERSTANDING

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee hand book, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

AGREED:

For: The United City of Yorkville:

_____
John Purcell Date
Mayor

_____
James Jensen Date
Police Chief

_____
Jori Behland Date
City Clerk

City Seal:

For: FOP, Labor Council:

_____
Kyle Davis Date
Unit Steward

_____
Ryan Goldsmith Date

_____
Robbie Hart Date
Unit Steward

_____
Mike Powell Date
FOP, Labor Council
Field Representative

ILLINOIS FOP LABOR COUNCIL

and

THE UNITED CITY OF YORKVILLE

Patrol Officers

May 1, 2023– April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

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SIDE LETTER OF UNDERSTANDING 23

AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE PATROLMAN UNIT (hereinafter called the "Council").

ARTICLE 1 - RECOGNITION

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn patrol officers, but excluding Chief of Police, lieutenants, sergeants and all other employees of the Police Department and the City.

ARTICLE 2 - COUNCIL SECURITY

Section 2.1 Dues Check Off

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary dues check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

Section 2.2 Council Indemnification

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 Definition

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

Section 3.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or

within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor: By discussion between the employee, accompanied by one Council Officer if the employee so desires, and his immediate supervisor (sergeant or Deputy Chief as the case may be). The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief: If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

Section 3.3 Arbitration

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chief's written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.

(c) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(d) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

(e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including; but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 5 - NO STRIKE-NO LOCKOUT

No employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

ARTICLE 6 - WAGES

Section 6.1 Wages Rates

The City will place a new hire on the Associate Degree or Bachelor Degree pay scale, Appendix "B", based upon its review of academic records and provided that any post-secondary work is from an institution accredited by North Central or a similar accreditation agency acceptable to the City. The City may hire a new officer with prior law enforcement experience at a higher pay step on Appendix B, not to exceed the "after 2 years" step, provided any such step placement shall not affect the probationary period of a new hire. Step movement shall be on an employee's anniversary date of hire.

Section 6.2 Section 6.2 Longevity Pay

As part of their regular compensation and in addition to the wage rates set forth in Appendix B, employees shall receive an annual longevity pay stipend as follows:

Years of Service	Longevity Pay
After 6 years but less than 9 years	$ 750
After 9 years but less than 14 years	$1,000
After 14 years but less than 20 years	$1,500
After 20 years	$2,000

Section 6.3 Section 6.3 Canine Officer Eligibility and Stipend

In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix C, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program. Officers assigned to the position of Canine Officer shall also receive, while so assigned, a stipend equivalent to $1,500 per fiscal year during the term of this Agreement, to be paid at a rate of 1/26th per pay period during such assignment. The City will pay out of pocket costs affiliated with the care, equipment and feeding of the dog. The City will also pay the cost of kenneling the dog when the assigned Canine Officer is out of town.

Section 6.4 Field Training Officer (FTO) Compensation

For each shift that an Officer is assigned by their supervisor as a "Field Training Officer" (FTO), the officer shall be paid one (1) hour of compensation at his/her regular overtime hourly rate. To be eligible for this FTO Stipend, the officer assigned to serve as FTO must have timely submitted a Daily Observation Report ("DOR") that reflects the relevant events and circumstances which arose during the shift.

Section 6.5 On-Call Pay

Detectives and Evidence Technicians designated as "On-Call" by their supervisor for an entire week shall be paid $75.00 dollars. Officers have the option to decline to be "On-Call" for Evidence Technician for each six (6) month period. It is agreed by both parties that Officers designated as on-call are expected to be available for work during non-scheduled hours and that failure to respond to or rejection of a call-in may result in discipline, at the discretion of the City.

Section 6.6 Detective and School Resource Officer Stipend

In the event the Police Chief, or designee, appoints a bargaining unit employee to serve in the specialty position designated below, then such employee shall be eligible for a specialty bonus/stipend if he/she is serving in the specialty position for any duration on a permanent or temporary basis. Such employee shall receive:

Detective:	$1,800 Annually (Spread out throughout each pay period)
School Resource Officer:	$1,800 Annually (Spread out throughout each pay period)

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 Application of Article

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 7.2 Normal Workdays, Workweek

The shifts, workdays and hours to which employees are assigned shall be stated on an annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

Section 7.3 Overtime Pay

When police officers are ordered to report for work which is in addition to the employee's normal work schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

Section 7.4 Overtime Allocation

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift be opened to either Supervisors or part-time employees.

Section 7.5 Break Periods

Employees shall receive a paid forty-five (45) minute off-duty lunch period and a ten (10) minute break during the first half of the shift and a ten (10) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work. If an employee is called to duty while on a lunch break, then such employee shall be entitled to his forty-five (45) minute off-duty lunch break later on during his shift. If the work load does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his forty-five (45) minute off-duty lunch break. Such lunch breaks shall not be unreasonably denied.

Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory time must be paid in full in cash.

Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition for work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours' pay at time and one-half.

Section 7.9 Switching Days Off

With at least seven (7) days' notice, an officer shall be permitted to trade or exchange a scheduled shift with another Officer in the same division with the approval of the Chief of Police or designee and subject to the remaining provisions of this Section. Requests for approval of a shift trade must be submitted in writing and include reference to the date and shift/time of the requested dates that are affected by the trade. The employees involved shall be assigned to the same Division at the time of the trade and on the day the trade is repaid.

The requested shift trade does not have to be for a full shift as long as the trade lasts at least two (2) consecutive hours that falls at the beginning or end of the shift. No trade shall be permitted if it will result in any Officer being assigned to work more than sixteen (16) consecutive hours. Shifts traded are not required to be within the same pay period. However, if a shift is traded outside of the same pay period, it must be repaid within six (6) months of the day that was traded.

Officers can only trade shifts with other officers who possess the same or very similar specialty skills as approved by the Chief of Police. The officer who accepts an approved shift trade assumes responsibility for that shift per the terms of the collective bargaining agreement. The officer working for another officer due to a shift trade shall not have the hours worked count as work hours for overtime calculation. An officer who has traded a shift and is not working shall not be eligible for any other work during the traded shift.

Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid straight-time for the first forty (40) hours of said training in a calendar year and time and one-half for all hours in excess of forty (40) hours in a calendar year.

Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is twenty-eight (28) days.

Section 7.12 Training Reimbursement

New hires are required to repay the City for non-reimbursed training costs if they resign within the first three (3) years of employment, pursuant to the following schedule: 100% if the employee leaves during the first two (2) years of employment; 75% if the employee leaves after two (2) years but less than three (3) years. The Council waives any right it may have to bargain over any training reimbursement agreement that the City may require a new hire to sign as a term or condition of employment, consistent with the foregoing repayment provision. This Section only applies to persons hired on or after April 1, 2003.

ARTICLE 8 - VACATIONS

Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, subject to the approval of the Department Head, of which will not be unreasonably denied.

Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28).

Vacations are normally taken in one week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

Section 8.4 Vacation Carryover

An employee is permitted to request vacation carryover from one year to the next year, but not beyond forty (40) hours and not beyond one year.

Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

ARTICLE 9 - HOLIDAYS

Section 9.1 Holidays

The following holidays are observed under this Agreement:

New Years' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Presidents' Day	Martin Luther King Day

Section 9.2 Holiday Pay

Employees shall work all holidays which fall within the regular schedule, unless the employee has been granted approved time off. For each observed holiday that the employee does not work, the employee shall receive either eight (8) hours straight time pay or compensatory time at the employee's option. An employee that works during the calendar days of New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall receive the eight (8) hours straight time pay, and any hours worked will be paid at an 2X times pay rate. An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day, and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

Section 9.3 Floating Holidays

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police patrolmen shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

ARTICLE 10 - SICK LEAVE

Section 10.1 Purpose Allowance and Accumulation

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of 960 hours.

Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant or nurse practitioner.

Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

Section 10.4 Unused Sick Leave

(a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who has at least twenty (20) years of service on the Department as a fulltime sworn peace officer and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

(c) An employee who has at least twenty (20) years of service on the Department as a full-time sworn peace officers who elects normal retirement at age fifty (50) or older may elect to decline payouts of any compensable time (sick time, vacation time, comp-time) and instead bank the equivalent amount with the City, for the City to apply toward the retirees health insurance contributions.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

Section 11.1 Unpaid Discretionary Leaves

The City in its discretion may grant an unpaid leave of absence to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the duration, terms

and conditions of such leaves in writing. Such leave shall not be used by an employee to try for or accept employment elsewhere or for self-employment.

Section 11.2 Emergency Time Off

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms and conditions of such leave, including whether it is to be paid or whether it must be made up.

Section 11.3 Bereavement Pay

In the event of death of an immediate family member (mother, father, step-parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law, grand-parents, grand-parents in-law, step-grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days' time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the employee's discretion. These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

Section 11.4 Family & Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the FMLA.

ARTICLE 12 - OTHER BENEFITS

Section 12.1 Uniform

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

Section 12.2 Drug and Alcohol Testing

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs in violation of this Section. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

(a) The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted: For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (IC/MS) or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) **Failing to report to their supervisor any known adverse side effects of medication or prescription drugs**. abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.

(d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

(e) Officers shall be required to submit to a drug and alcohol test whenever an officer discharges his/her firearm and such action may have caused injury or death to a person(s). The employee shall submit to the test as directed as soon as practical but no later than the end of the shift.

(f) Officers are prohibited from consuming, using, possessing, selling or distributing cannabis and/or any cannabis infused products during their on or off duty time. In the event of a suspected violation of this provision, the above testing procedures will govern.

Section 12.3 On-the-Job Injury

Employees shall receive full pay for up to one hundred-eighty (180) calendar days per year for on-the-job injury.

Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

Section 12.6 Officer-In-Charge Pay

Officers assigned as Officer-In-Charge (OIC) shall receive, in addition to the employee's regular rate of pay, an additional two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay for any hours served on a shift. In cases where two officers split a scheduled shift 50/50, only the officer who starts the OIC shift shall receive OIC pay. Officers will have the option of either receiving the additional pay or compensatory time (accumulated at the same rate). The Employer will not manipulate work schedules or assignments to OIC to avoid paying the applicable compensation.

Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and, (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of the grade transcript.

The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

a. 00-06 months of completion of course – 100%
b. 07-12 months of completion of course – 75%
c. 13-18 months of completion of course – 50%
d. 19-24 months of completion of course – 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval.

Section 12.8 Union Days

Employees acting as a Union representative may be released from duty up to six (6) days a year in total (not per person) to attend Union sponsored training/conferences. Training/Conference time is at the sole discretion of the Chief of Police and will not be allowed if staffing levels would cause the expenditure of overtime. Training/Conference time will be reviewed on a case by case basis and will not be unreasonably denied. The affected member is responsible for all costs associated with the training/conference to include but not limited to lodging, food, registration fees etc.

ARTICLE 13 - INSURANCE

Section 13.1 Medical Insurance

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2023, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans.

Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. The City also shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

Section 13.2 Life, Dental and Vision Coverage

The City shall continue in effect the current term life ($50,000 for an eligible employee; $10,000 for spouse; $2,500 for child aged 6 months to 19 years; $1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

Section 13.3 Opt-Out Incentive

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of ($100 for single employees and $150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE 14 - SENIORITY, LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 14.2 Seniority List

On or before May 1st of each new calendar year, the City will post a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Council representative. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the list is posted.

Section 14.3 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. Note: The existing 12 month probationary period for persons hired before the date this Agreement was approved by the City shall remain unchanged

Section 14.4 Layoff

The City, in its discretion; shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar day's notification to the Council.

Section 14.5 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three year period following his layoff.

Section 14.6 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged for just cause (probationary employees without cause);

(c) retires or is retired;

(d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the advance written approval of the Police Chief;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control;

(f) is laid off for a period in excess of three (3) years;

(g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or

(h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board of Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

Section 14.7 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

ARTICLE 15 - AUTHORITY OF THE POLICE AND FIRE COMMISSION

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

ARTICLE 16 - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein. The City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in

working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Council of its intention of the proposed change.

Upon such notification, and if requested by the Council, the City shall meet with the Council and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Council becomes aware of such a change and has not received notification, the Council must notify the City as soon as possible and request negotiations if such negotiations are desired. The failure of the Council to request negotiations shall act as a waiver of the right to such negotiations by the Council.

ARTICLE 17 - TERMINATION

This Labor Agreement shall be effective May 1, 2023 and shall remain in full force and effect until April 30, 2027. It shall automatically be renewed from year to year thereafter unless one party shall notify the other in writing at least **sixty (60)** calendar days prior to the anniversary date that it desires to modify this Labor Agreement. Notwithstanding any provision of this Labor Agreement to the contrary, this Labor Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new Labor Agreement are continuing.

Executed this _ day of _____, 2022.

[SIGNATURE PAGE TO FOLLOW]

For: The United City of Yorkville:

_____

John Purcell Date
Mayor

_____

James Jensen Date
Police Chief

_____

Jori Behland Date
City Clerk

City Seal:

For: FOP, Labor Council:

_____

Kyle Davis Date
Unit Steward

_____

Ryan Goldsmith Date
Unit Steward

_____

Robbie Hart Date
Unit Steward

_____

Mike Powell Date
FOP, Labor Council
Assistant Director

APPENDIX A
DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____, hereby authorize my employer,

The United City of Yorkville, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____ Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B
ANNUAL SALARY RATES: PATROL OFFICERS

Associate Degree

	Current	3.00% 5/1/2023	3.00% 5/1/2024	3.00% 5/1/2025	3.00% 5/1/2026
Less than 1 year	63,036.11	64,927.19	66,875.01	68,881.26	70,947.70
After 1 year	69,174.12	71,249.34	73,386.82	75,588.42	77,856.07
After 2 years	72,527.90	74,703.74	76,944.85	79,253.20	81,630.80
After 3 years	76,326.45	78,616.24	80,974.73	83,403.97	85,906.09
After 4 years	80,142.76	82,547.04	85,023.45	87,574.15	90,201.37
After 5 years	87,195.07	89,810.92	92,505.25	95,280.41	98,138.82

Bachelor's Degree

	Current	3.00% 5/1/2023	3.00% 5/1/2024	3.00% 5/1/2025	3.00% 5/1/2026
Less than 1 year	64,296.22	66,225.11	68,211.86	70,258.22	72,365.97
After 1 year	70,625.89	72,744.67	74,927.01	77,174.82	79,490.06
After 2 years	73,977.66	76,196.99	78,482.90	80,837.39	83,262.51
After 3 years	77,852.78	80,188.36	82,594.01	85,071.83	87,623.98
After 4 years	81,745.43	84,197.79	86,723.72	89,325.43	92,005.19
After 5 years	89,314.69	91,994.13	94,753.95	97,596.57	100,524.47

APPENDIX C - CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

Exercise
Grooming
Feeding (one meal)
Training
Veterinarian routine checkups and shots
Procuring food and supplies

The officer shall be allowed four (4) hours off per week, with pay for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four (4) hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation for such additional time.

_____ _____
Officer Date

_____ _____
John Purcell Date
Mayor

_____ _____
James Jensen Date
Chief of Police

SIDE LETTER OF UNDERSTANDING

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee hand book, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

AGREED:

For: The United City of Yorkville:

_____
John Purcell Date
Mayor

_____
James Jensen Date
Police Chief

_____
Jori Behland Date
City Clerk

City Seal:

For: FOP, Labor Council:

_____
Kyle Davis Date
Unit Steward

_____
Ryan Goldsmith Date

_____
Robbie Hart Date
Unit Steward

_____
Mike Powell Date
FOP, Labor Council
Field Representative

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

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2022-25

Agenda Item Summary Memo

Title: Collective Bargaining Agreement between Yorkville the International Union of Operating Engineers Local 150, Public Employees and the City

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

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Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 24, 2022
Subject: Collective Bargaining Agreement with Local 150 (Public Works)

Summary

Approval of a collective bargaining agreement between the City and Public Works employees, represented by IOUE Local 150.

Background

The last collective bargaining agreement between the City and Public Works employees was approved in 2020 extending the agreement for one calendar year (May 1, 2020 – April 30, 2021). The city has been negotiating with Local 150 months before the April 30, 2021, deadline, but negotiations wrapped up in May 2022. The attached document reflects the final draft between the two parties from May 1, 2021, through April 30, 2026.

Items of note within the agreement include:

1. Term/Renewal (Article XXVIII)
    a. Last contract was a 1-year extension following a 3-year term between 2017 – 2020. This contract has a proposed term of 5 years for 2021 through 2026.

2. Union Dues and Fair Share Fee Sections, related to AFSCME v. Janus Supreme Court Decision
    a. Union Activity During Working Hours (Section 2.1)
        i. This section is updated to reflect current law. It outlines notification of a new employee to the Union, meeting requirements between the Union and new employees and outlines the Unions rights to worksite meetings.
    b. Deductions (Section 3.1/Appendix E)
        i. This outlines the deductions by a voluntary form located in Appendix E. The language outlines the current process, and the form will be distributed to all new employees. This process has been updated to reflect legal changes since the Janus decision in 2018.
    c. Fair Share (Section 3.2)
        i. This section was deleted in its entirety to reflect legal changes due to the Janus decision in 2018.

3. Workday and Workweek (Section 4.1 (B) 4.)
    a. Updated language to reflect the ability of the employee to chose to receive overtime pay or compensatory time for weekend water checks or unscheduled/called-in time. This reflects current practice.

4. Sick Leave Utilization (Section 11.1)

a. Updated sick leave to reflect the language in the City of Yorkville Employee Manual. This language update provides for a broader definition of "immediate family" than what is currently used in the previous union contract.

5. Health Insurance Premiums and Contributions (Section 13.1)
    a. The language related to annual physicals was updated in the extending agreement for one-year and is now reflected in the proposed contract. This language mirrors the Police Unions' contracts as well. New language was added to affirm that the City must of offer the same health plans to the union members as they do to the rest of the City employees; the City retains the right to change insurance carriers, benefit levels or to self-insure.

6. Uniforms (Section 18.1)
    a. Reflects changes to the City's existing uniform allowance to a streamlined system to where the employee receives a check for uniform needs. This provides employees more control and responsibility to order certain clothing and shoe items. The amount has been updated from $500(existing employee)/$700 (new employee) to $750 (existing employee)/$950 (new employee). The checks are taxable income.

7. Wages (Article XII – Appendix A)
    a. The Public Works employee compensation plan is outlined in Appendix A. Essentially the wages are outlined to be retroactive to May 1, 2021 at 2.5%, retroactive to May 1, 2022 at 2.5%, May 1, 2023 at 2.75%, May 1, 2024 at 3%, and May 1, 2025 at 3%.

8. Side Letter – Preparation/Maintenance of Baseball Fields and Mowing Activities
    a. This letter outlines the understanding between the City and the Union that if seasonal and temporary workers can perform baseball field maintenance and mowing without the work being grieved by bargaining unit members. This was a City request that the union has granted, but they have asked that it be included as a side letter instead of the body of the agreement. It will have the same legal weight as a side letter as it would if the language were in the agreement.

Recommendation

Staff recommends approval of the collective bargaining agreement between the City and Public Works employees represented by IUOE Local 150.

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION AND UNITED CITY OF YORKVILLE

MAY 1, 2021 ~~2017~~ THROUGH APRIL 30, 2026 ~~2020~~

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I.
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**INCLUDED

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

**EXCLUDED

All other employees.

ARTICLE II.
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit following advance notice to management. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive

representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

Within ten (10) calendar days from the date of hire of a bargaining unit employees, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, file with the employer.

The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the City and the Union.~~Union activities within Employer facilities shall be restricted to administering this Agreement. For purposes of negotiating, stewards will be allowed to attend negotiations during a workday after obtaining permission from the City Administrator. The Stewards or his/her alternate will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.~~

~~Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.~~

SECTION 2.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III.
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees covered by this Agreement who have signed a voluntary authorization form (attached as Appendix E) any or all of the following:

(A) Union membership dues, assessments, PAC, or fees; and

(B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statutes.

Upon receipt of an appropriate written voluntary authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall

advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.~~The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:~~

~~(A) Union membership dues, assessments, PAC, or fees;~~

~~(B) Union sponsored credit and other benefit programs.~~

~~Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.~~

~~Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.~~

~~The Union shall certify the current amount of Union deductions.~~

~~**SECTION 3.2: FAIR SHARE**~~

~~Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.~~

~~The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.~~

~~The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.~~

~~**APPEAL PROCEDURE**~~

~~The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.~~

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~~SECTION 3.3:~~SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV.
HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

(A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.

(B) Hours

1. Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday

2. During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.

3. The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City's special events will be awarded compensatory time for all hours worked on the event beyond the employee's regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.

4. Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields may choose to receive overtime pay at the applicable rate or compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

(A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks at the end of the day, subject to approval by supervisor. Employees will be

allowed to leave the premises during break times with the approval of the supervisor.

(B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five (45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.

2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.

3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.

4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

5. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1St and November 1St of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.7: SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in Appendix E. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.8: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated

at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.9: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

Employees eligible for assignment of City-owned cellular telephones are those designated by the City Administrator and/or the Chief of Police, including (but not limited to):

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;

2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;

3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;

4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of $45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

Employees are required to obey all laws governing the operation and use of vehicle in effect at the time. Violation of any traffic law or rule, regardless of whether a citation is issued or the disposition of any changes, is grounds for discipline, up to and including termination.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are permitted a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Employees will be allowed to review the invoices for the cellular phone assigned to them and be prepared to verify the calls listed on the invoice. Employees will reimburse the City for all charges determined to be inappropriate by the Department Head, Finance Director or City Administrator.

Reimbursements shall be made within 30 days of receipt of invoice by the department at the overage rate of the approved City's vendor.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Failure to maintain a working phone and appropriate service contract will result in the immediate cancellation of the stipend payment.

The use of camera phones to photograph City employees or information is strictly prohibited without the express permission of the Department Head. This is necessary to secure employee privacy, and other business information.

The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

Repairs and Replacements of Equipment

If there is a potential that equipment may be lost or damaged, the employee is responsible for making reasonable accommodations to protect the equipment. City provided cellular telephone equipment will be repaired or replaced according to one of the following:

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of $200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

Upon termination, the employee is to return his/her City issued cellular telephone as well as any accessories to the City. The City issued telephone number is the property of the City and shall remain under the City's ownership.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

SECTION 4.10: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

SECTION 4.11: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V.
SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI.
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may lay off employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII.
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance — one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

(A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.

(B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.

(C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII.
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement. SECTION 8.2:

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of

this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX.
HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

> New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Christmas Eve Day, Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day. ~~Employees are permitted to use one of these floater days in lieu of taking unpaid time off on Election Day which is celebrated on November 3, 2020.~~

ARTICLE X.
VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Service Time	Vacation Available
Six months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of six years through ten years	120 hours (per year)
Beginning of eleven years through fifteen years	160 hours (per year)
Beginning of sixteen years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31St of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st of each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

(A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

(B) New employees shall be eligible for vacation usage as defined within Section 10.1

(C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.

(D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

(A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.

(B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI.
SICK LEAVE

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.1: SICK LEAVE UTILIZATION

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury, disability, or medical appointment. Employees may also use sick leave to for the illness, injury, or medical appointment for the employee immediate family. The phrase “immediate family” means the employee’s child, step-child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-

law, grandchild, grandparent or step-parent.of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).~~Sick leave may be utilized only for the purposes specified in Section 11.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Management may ask the bargaining unit employee to produce documentation proving that they have been seen by a health care professional at a clinic, doctor's office, hospital or other accredited medical facility after 3 consecutive sick days have been used or there is suspicion of abuse of sick time.~~

~~Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.~~

SECTION 11.2: UNUSED SICK LEAVE

(A) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(B) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

ARTICLE XII.
LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

(A) **General Statement**

It is the policy of the United City of Yorkville (the "City) to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

(B) **Eligibility**

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

(C) **Reasons for Leave**

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;

2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

3. To care for the employee's spouse, child, or parent who has a serious health condition;

4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.

5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

(D) **Serious Health Condition**

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. **Hospital Care**. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

2. **Absence Plus Treatment**. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

3. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;

4. **Chronic Conditions Requiring Treatment**. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;

5. **Permanent/Long-term Conditions Requiring Supervision**. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

6. **Multiple Treatments (non-chronic conditions)**. Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

(E) **Qualifying Exigency Leave**

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the

dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

1. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

2. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.

3. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.

4. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included "parents in law".

5. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

6. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

(F) **Military Caregiver Leave**

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

1. A "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than "dishonorable" reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable).

2. "Outpatient status" means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

3. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The

Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

4. "Serious injury or illness" for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

5. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

(G) **GINA Rights**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

(H) **Leave is Unpaid**

FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not

extend the 12-week leave period. Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

(I) **Notice of Leave**

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work. It is not sufficient to simply "call in sick" without providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations.

During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

(J) **Medical Certification**

If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

(K) **Medical and Other Benefits**

During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control.

Employees are not entitled to other benefits or seniority accrual during the FMLA leave.. Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

(L) **Returning from Leave**

Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been

continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

(M) **Reporting While on Leave**

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(N) **Intermittent and Reduced Schedule Leave**

FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

(O) **Policy Administration**

This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

(P) **Interrelation of Leaves**

Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

(Q) **Anti-Retaliation Provisions**

Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

(R) **FMLA Forms**

Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

(S) **Benefits While on Leave**

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

ARTICLE XIII.
HEALTH INSURANCE

SECTION 13.1: HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate as long as the City imposes the identical changes on all other City employees who participate in this group health insurance plan (except employees in protective services bargaining units eligible for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act). Effective May 1, 2021 and continuing through April 30, 2026, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO

and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. ~~The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2021, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.~~

~~Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. , except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one year to the next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, t~~ The City also ~~shall~~ implement a ~~pro rata~~ ten percent (10%) cap on Employer-~~observed~~ plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

~~Effective May 1, 2017, the employees hired before May 1, 2015 (tier 1 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) of the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under the HMO insurance policy or plan offered by the City. Tier 1 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.~~

~~Effective May 1, 2017, the employees hired on or after May 1, 2015 (tier 2 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. Tier 2~~

~~employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.~~

~~Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.~~

~~Effective May 1, 2019 through April 30, 2020, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.~~

~~Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2018 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one year to the next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro rata ten percent (10%) cap on Employer observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior.~~

~~This cap on the year to year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.~~

SECTION 13.2: LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life ($50,000 for an eligible employee; $10,000 for spouse; $2,500 for child aged 6 months to 19 years; $1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

SECTION 13.3: OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of $100 for single employees and $150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE XIV.
EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for meals at the maximum rate of $50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee

the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

0-6 months of completion of course	100%
7-12 months of completion of course	75%
13-18 months of completion of course	50%
19-24 months of completion of course	25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV.
SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI.
LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

(A) Discussion of the implementation and general administration of this Agreement;

(B) A sharing of general information of interest to the parties;

(C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII.
SUBCONTRACTING

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

ARTICLE XVIII.
UNIFORMS AND EOUIPMENT

SECTION 18.1: UNIFORMS

The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. New hires shall receive $950 check for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with $750 check for purposes of purchasing uniforms, winter gear and boots. Please note that the checks are taxable income. ~~During the fiscal year that begins May 1, 2020, t~~~~The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. Upon execution of this Agreement, the City will provide each bargaining unit member with $700 in a vendor account for purposes of purchasing uniforms, winter gear and boots. New hires shall also receive $700 in a vendor account for purchase of uniforms, winter gear and boots. On May 1St of each year, the City will provide each bargaining unit employee with $500 in a vendor account for purposes of purchasing uniforms, winter gear and boots. In the event an employee is not able to purchase the necessary items from the approved vendor, the City will make arrangements to allow the employee to purchase the necessary item using a City credit card. If the employee voluntarily resigns their employment with the City within 1 month of purchasing any new wearing apparel, the employee will be responsible for the cost of said apparel or to return the apparel to the employer.~~

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

(A) Reimbursement may be made once every three years;

(B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.

(C) The Employer further agrees to replace glasses should an employee~~'~~'s original pair become damaged/broken on the job.

(D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

ARTICLE XIX.
PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee''s file after twelve (12) months from occurrence.

ARTICLE XX.
NO STRIKE / NO LOCKOUT

SECTION 20.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 20.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 20.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer''s place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

ARTICLE XXI.
BARGAINING RIGHTS

SECTION 21.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 21.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

ARTICLE XXII.
WAGES

Effective May 1, 2021, each employee employed on the date of ratification of this Agreement shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroaction on all hours paid).

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Effective May 1, 2022, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroactive on all hours paid)

Effective May 1, 2023, each employee shall receive a 2.75% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2024, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2025, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

~~There shall be no increase in base wage rates or step movement during the term of this successor agreement for fiscal year 2021. Base wage rates for positions covered by the Agreement are set forth in Appendix A.~~

~~Effective May 1, 2017, base wage rates are determined by the employee slot in set forth in Appendix B. After the initial slot in, each employee shall receive a step increase on his anniversary date. All wage increases are retroactive on all hours paid from May 1, 2017 through the date of execution of this Agreement.~~

~~Effective May 1, 2018, each employee shall receive a 2% increase as set forth in Appendix A, followed by a step increase on his anniversary date.~~

~~Effective May 1, 2019, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on his anniversary date.~~

~~A longevity stipend will be made to all full time employees based on the following schedule. This stipend is added to the employee's annual salary.~~

~~After 6 years, but less than 9 years $ 750~~

~~After 9 years, but less than 14 years $1000~~

~~After 14 years, but less than 20 years $1250~~

~~After 20 years, but less than 25 years $1500~~

~~After 25 years $2000~~

~~In the event that any other employees of the City Council authorizes an across the board wage increase during fiscal year 2021 for employees who are not covered by this Agreement, the bargaining unit employees covered by this agreement will receive the same across the board increase. It is understood that this "me too" provision is inapplicable to wage increases provided based on an interest arbitration award.~~

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

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ARTICLE XXIII.
DRUG AND ALCOHOL POLICY

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

ARTICLE XXIV.
FILLING OF VACANCIES/PROMOTIONS

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

ARTICLE XXV.
SECONDARY EMPLOYMENT

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary,

for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

ARTICLE XXVI.
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII.
MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE

SECTION 27.1: MAINTENANCE OF ECONOMIC BENEFITS CLAUSE

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2: COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXVIII.
RENEWAL

This Agreement shall be effective as of the first day of May 1, 2021 ~~2017~~ and shall remain in full force and effect until the 30th day of April of 2026 ~~, 2020~~ whereupon, it shall be

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automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that is desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day _____, ~~2020~~ 2022 in the United City of Yorkville.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

_____
James M. Sweeney
President/Business Manager
International Union Of Operating Engineers, Local 150

_____
Bryan P. Diemer
Attorney
International Union of Operating Engineers, Local 150

United City of Yorkville

_____
John Purcell
Mayor

ATTEST:

_____
Jori Behland
City Clerk

APPENDIX A
WAGE RATES

Maintenance Worker 1

	~~5/1/2017~~ ~~% variable~~	~~5/1/2018~~ ~~2.00%~~	5/1/2020 ~~2019~~ ~~2.50%~~
Step 1	~~$41,500~~	~~$42,330~~	$43,388
Step 2	~~$42,953~~	~~$43,812~~	$44,907
Step 3	~~$44,456~~	~~$43,345~~	$46,479
Step 4	~~$46,012~~	~~$46,932~~	$48,105
Step 5	~~$47,622~~	~~$48,575~~	$49,789
Step 6	~~$49,289~~	~~$50,275~~	$51,532
Step 7	~~$51,014~~	~~$52,034~~	$53,335
Step 8	~~$52,800~~	~~$53,856~~	$55,202
Step 9	~~$54,648~~	~~$55,741~~	$57,134
Step 10	~~$56,560~~	~~$57,691~~	$59,134
Step11	~~$58,540~~	~~$59,711~~	$61,203

Maintenance Worker 2

	~~5/1/2017~~ ~~% variable~~	~~5/1/2018~~ ~~2.00%~~	5/1/2020 ~~2019~~ ~~2.50%~~
Step 1	~~$ 45,500~~	~~$ 46,410~~	$ 47,570
Step 2	~~$ 47,093~~	~~$ 48,034~~	$ 49,235
Step 3	~~$ 48,741~~	~~$ 49,716~~	$ 50,958
Step 4	~~$ 50,447~~	~~$ 51,456~~	$ 52,742
Step 5	~~$ 52,212~~	~~$ 53,257~~	$ 54,588
Step 6	~~$ 54,040~~	~~$ 55,121~~	$ 56,499
Step 7	~~$ 55,931~~	~~$ 57,050~~	$ 58,476
Step 8	~~$ 57,889~~	~~$ 59,046~~	$ 60,523
Step 9	~~$ 59,915~~	~~$ 61,113~~	$ 62,641
Step 10	~~$ 62,012~~	~~$ 63,252~~	$ 64,833
Step 11	~~$ 64,182~~	~~$ 65,466~~	$ 67,103

Operator

	~~5/1/2017~~ ~~% variable~~	~~5/1/2018~~ ~~2.00%~~	5/1/2020 ~~2019~~ ~~2.50%~~
Step 1	~~$ 50,000~~	~~$ 51,000~~	$ 52,275
Step 2	~~$ 51,750~~	~~$ 52,785~~	$ 54,105
Step 3	~~$ 53,561~~	~~$ 54,632~~	$ 55,997
Step 4	~~$ 55,436~~	~~$ 56,545~~	$ 57,959
Step 5	~~$ 57,376~~	~~$ 58,524~~	$ 59,987
Step 6	~~$ 59,384~~	~~$ 60,572~~	$ 62,086
Step 7	~~$ 61,463~~	~~$ 62,692~~	$ 64,259
Step 8	~~$ 63,614~~	~~$ 64,886~~	$ 66,508
Step 9	~~$ 65,840~~	~~$ 67,157~~	$ 68,835
Step 10	~~$ 68,145~~	~~$ 69,508~~	$ 71,246
Step 11	~~$ 70,530~~	~~$ 71,941~~	$ 73,740

Maintenance Worker 1I

	5/1/2020 ~~2019 2.50%~~	One Year Contract Extension 5/1/2020 2.00%	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 ~~1~~ 3.00%
Step 1	$43,388.00	$44,255.76	$43,362.15	$46,496.20	$47,774.85	$49,208.10	$50,684.34
Step 2	$44,907.00	$45,805.14	$46,950.27	$48,124.03	$49,447.44	$50,930.86	$52,458.79
Step 3	$46,479.00	$47,408.58	$48,593.79	$49,808.63	$51,178.37	$52,713.72	$54,295.13
Step 4	$48,105.00	$49,067.10	$50,293.78	$51,551.12	$52,968.78	$54,557.84	$56,194.58
Step 5	$49,789.00	$50,784.78	$52,054.40	$53,355.76	$54,823.04	$56,467.73	$58,161.76
Step 6	$51,532.00	$58,562.64	$53,876.71	$55,223.63	$56,742.28	$58,444.55	$60,197.89
Step 7	$53,335.00	$54,401.70	$55,761.74	$57,155.78	$58,727.56	$60,489.39	$62,304.07
Step 8	$55,202.00	$56,306.04	$57,713.69	$59,156.53	$60,783.33	$62,606.83	$64,485.03
Step 9	$57,134.00	$58,276.68	$59,733.60	$61,226.94	$62,910.68	$64,798.00	$66,741.94
Step 10	$59,134.00	$60,316.68	$61,824.60	$63,370.22	$65,112.90	$67,066.29	$69,078.28
Step11	$61,203.00	$62,427.06	$63,987.74	$65,587.43	$67,391.08	$69,412.81	$71,495.19

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Maintenance Worker 2II

	5/1/2020 ~~2019 2.50%~~	One Year Contract Extension 5/1/2020 2.00%	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 ~~1~~ 3.00%
Step 1	$47,570.00	$48,521.40	$49,734.44	$50,977.80	$52,379.69	$53,951.08	$55,569.61
Step 2	$49,235.00	$50,311.50	$51,569.29	$52,858.52	$54,312.13	$55,941.49	$57,619.73
Step 3	$50,958.00	$51,977.16	$53,276.59	$54,608.50	$56,110.23	$57,793.54	$59,527.35
Step 4	$52,742.00	$53,796.84	$55,141.76	$56,520.30	$58,074.61	$59,816.85	$61,611.36
Step 5	$54,588.00	$55,679.76	$57,071.75	$58,498.54	$60,107.25	$61,910.47	$63,767.78
Step 6	$56,499.00	$57,628.98	$59,069.70	$60,546.44	$62,211.47	$64,077.81	$66,000.14
Step 7	$58,476.00	$59,645.52	$61,136.66	$62,665.08	$64,388.37	$66,320.02	$68,309.62
Step 8	$60,523.00	$61,733.46	$63,276.80	$64,858.72	$66,642.33	$68,641.60	$70,700.85
Step 9	$62,641.00	$63,893.82	$65,491.17	$67,128.45	$68,974.48	$71,043.71	$73,175.02
Step 10	$64,833.00	$66,129.66	$67,782.90	$69,477.47	$71,338.10	$73,529.74	$75,735.63
Step 11	$67,103.00	$68,445.06	$70,156.19	$71,910.09	$73,887.62	$76,104.25	$78,387.38

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Operator

	5/1/2020 ~~2019 2.50%~~	One Year Contract Extension 5/1/2020 2.00%	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	$52,275.00	$53,320.50	$54,653.51	$56,019.85	$57,560.40	$59,287.21	$61,065.83
Step 2	$54,105.00	$55,187.10	$56,566.78	$57,980.95	$59,575.43	$61,362.69	$63,203.57
Step 3	$55,997.00	$57,116.94	$58,544.86	$60,008.48	$61.658.71	$63,508.47	$65,413.72
Step 4	$57,959.00	$59,118.18	$60,596.13	$62,111.03	$63,819.08	$65,733.65	$67,705.66
Step 5	$59,987.00	$61,186.74	$62,716.41	$64,284.32	$66,052.14	$68,033.70	$70,074.71
Step 6	$62,086.00	$63,327.72	$64,910.91	$66,533.68	$68,363.36	$70,414.26	$72,526.69
Step 7	$64,259.00	$65,544.18	$67,182.78	$68,862.35	$70,756.06	$72,878.74	$75,065.10
Step 8	$66,508.00	$67,838.16	$69,534.11	$71,272.46	$73,232.45	$75,429.42	$77,692.30
Step 9	$68,835.00	$70,211.70	$71,966.99	$73,766.16	$75,794.73	$78,068.57	$80,410.63
Step 10	$71,246.00	$72,670.92	$74,487.69	$76,349.88	$78,449.50	$80,802.99	$83,277.08
Step 11	$73,740.00	$75,214.80	$77,095.17	$79,022.55	$81,195.67	$83,631.54	$86,140.49

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APPENDIX BC
DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

(A) Prohibited Alcohol-Related Conduct

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.

2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.

3. Having a prohibited breath alcohol concentration while on duty.

4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.

5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.

6. Refusing to promptly submit to a required alcohol test.

(B) Prohibited Drug-Related Conduct

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):

    (a) Marijuana (THC metabolite)

    (b) Cocaine

    (c) Opiates (morphine and codeine)

    (d) Phencyclidine (PCP)

    (e) Amphetamines

    (f) Methamphetamines

    (g) MDMA Ecstasy

(h) 6-Acetylmorphine-Heroin

2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.

4. Refusing to submit to a required controlled substances test.

(C) Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.

2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work. If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

(A) Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:

(a) The accident involved the loss of life; or

(b) The employee was issued a citation for a moving traffic violation arising from an accident that included:

(1) Injury requiring medical attention away from the scene; or
(2) One or more vehicles incur disabling damage so that it cannot be driven from the scene.

(c) The driver must remain available for testing until the specified timeframes have passed as referenced below.

2. Post-Accident Alcohol Testing

(a) a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.

(b) If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(c) If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.

(d) An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

(a) Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.

(b) If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(B) Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

(a) Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(b) The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing, unless required by law.

2. Frequency

(a) The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

(b) The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection

(a) The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.

(b) Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

(C) Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;

3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.

5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

(D) Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

(E) Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.

2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

(A) Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

(a) Once a drug test is announced, an employee shall go directly to the collection site.

(b) Upon arrival, the employee shall verify his identity.

(c) Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.

(d) An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.

(e) Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

(f) If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and

reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

3. Laboratory Analysis

(a) Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

(b) When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

(a) Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

(b) Positive Test Results

1. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

2. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).

(c) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

(d) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3. The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

(a) If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

(b) If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.

(c) Waived or Positive Confirmation Test

1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.

2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

(a) Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above “shy bladder” procedures conform with DOT regulations 49 CFR Part 40.

(b) If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until this determination is made.

2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

(B) Alcohol Testing Procedures

1. Screening Test

(a) All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.

(b) Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

(c) Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

(d) Screening Test

1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

(a) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.

(b) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.

(c) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

(a) If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.

(b) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.

(c) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.

(d) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.

(e) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

(f) The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

(A) Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

(B) Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:

(a) Is evaluated by a Substance Abuse Professional (SAP); and

(b) Complies with and completes any treatment program recommended by the SAP; and

(c) Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

(C) Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:

(a) Is evaluated by a Substance Abuse Professional (SAP); and

(b) Complies with and completes any treatment program recommended by the SAP; and

(c) Completes the return to duty testing requirements set forth above with a negative result.

(D) Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

(E) Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

(A) Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

(B) Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.

2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.

3. To a subsequent employer pursuant to written consent of the former employee.

4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

(A) Voluntary Referral

1. Before Testing

(a) Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.

(b) Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.

(c) The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

(B) Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

(C) Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

APPENDIX C~~D~~
FMLA FORMS

NOTIFICATION TO EMPLOYER OF NEED FOR FAMILY MEDICAL LEAVE

Return this form to Human Resources upon completion. Receipt of a Certification of Health Care Provider is required prior to approval of leave.

EMPLOYEE:_____

DEPARTMENT:_____

DATES OF LEAVE: _____to _____
start end

REASON FOR LEAVE:

_____ the birth and care of the newborn child of the employee

_____ for placement with the employee of a son or daughter for adoption or foster care

_____ to care for an immediate family member (spouse, child, or parent) with a serious health condition

_____ to take medical leave when the employee is unable to work because of a serious health condition

_____ for a qualified emergency arising from a family member's active military duty

LEAVE IS EXPECTED TO BE:

_____ Continuous

_____ Intermittent:_____

_____ Reduced Schedule:_____

_____ _____
Employee Signature Date

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor Wage and Hour Division

WHD WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (___) _____ Fax: (___) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment**(s) (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider**(s) for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery *(e.g. 3 days/week)*

_____

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)* the employee is able to work: *(e.g., 5 hours/day, up to 25 hours a week)*

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

_____

_____

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage Hour Division

WHD WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*, I am able to work _____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ **Date** _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

_____
_____

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

- ☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
  Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

  The patient (☐ was / ☐ will be) seen on the following date(s): _____

  The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

- ☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

- ☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

- ☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

- ☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

- ☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment**(s) (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider**(s) for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ *(e.g. 3 days/week)*

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

APPENDIX D ~~E~~
SNOW PLAN

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A-List

Foreman #1	Supervisor
Foreman #2	Route #
Bargaining Unit Member #1	Route #
Bargaining Unit Member #2	Route #
Bargaining Unit Member #3	Route #
Bargaining Unit Member #4	Route #
Bargaining Unit Member #5	Route #
Bargaining Unit Member #6	Route #
Bargaining Unit Member #7	Route #
Bargaining Unit Member #8	Route #
Bargaining Unit Member #B-List fill-in	Route #

B-List

Foreman #3	Supervisor
Foreman #4	Route #
Bargaining Unit Member #9	Route #
Bargaining Unit Member #10	Route #
Bargaining Unit Member #11	Route #
Bargaining Unit Member #12	Route #
Bargaining Unit Member #13	Route #
Bargaining Unit Member #14	Route #
Bargaining Unit Member #15	Route #
Bargaining Unit Member #16	Route #
Bargaining Unit Member #B-List fill-in	Route #

Appendix E Dues Deduction Form

IUOE LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues and monthly membership dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

In exchange for obtaining the benefit of exclusive representation by Local 150, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 150. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 150 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Print Name _____ Signature of Employee X _____

Reg. or S.S. No. _____ Date _____

1st Copy-Union 2nd Copy-Member

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION AND UNITED CITY OF YORKVILLE

MAY 1, 2021 THROUGH APRIL 30, 2026

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I.
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**INCLUDED

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

**EXCLUDED

All other employees.

ARTICLE II.
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit following advance notice to management. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer’s premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer’s premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive

representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

Within ten (10) calendar days from the date of hire of a bargaining unit employees, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, file with the employer.

SECTION 2.2: The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the City and the Union. UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III.
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees covered by this Agreement who have signed a voluntary authorization form (attached as Appendix E) any or all of the following:

(A) Union membership dues, assessments, PAC, or fees; and

(B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statutes.

Upon receipt of an appropriate written voluntary authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV.
HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

(A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.

(B) Hours

1. Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday

2. During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.

3. The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City's special events will be awarded compensatory time for all hours worked on the event beyond the employee's regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.

4. Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields may choose to receive overtime pay at the applicable rate or compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

(A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks at the end of the day, subject to approval by supervisor. Employees will be allowed to leave the premises during break times with the approval of the supervisor.

(B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five

(45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.

2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.

3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.

4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

5. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the

overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1St and November 1St of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.7: SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in Appendix E. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.8: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.9: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who

violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

Employees eligible for assignment of City-owned cellular telephones are those designated by the City Administrator and/or the Chief of Police, including (but not limited to):

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;

2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;

3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;

4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of $45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

Employees are required to obey all laws governing the operation and use of vehicle in effect at the time. Violation of any traffic law or rule, regardless of whether a citation is issued or the disposition of any changes, is grounds for discipline, up to and including termination.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are permitted a cell phone for business use, are also expected to abide by the

provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Employees will be allowed to review the invoices for the cellular phone assigned to them and be prepared to verify the calls listed on the invoice. Employees will reimburse the City for all charges determined to be inappropriate by the Department Head, Finance Director or City Administrator.

Reimbursements shall be made within 30 days of receipt of invoice by the department at the overage rate of the approved City's vendor.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Failure to maintain a working phone and appropriate service contract will result in the immediate cancellation of the stipend payment.

The use of camera phones to photograph City employees or information is strictly prohibited without the express permission of the Department Head. This is necessary to secure employee privacy, and other business information.

The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

Repairs and Replacements of Equipment

If there is a potential that equipment may be lost or damaged, the employee is responsible for making reasonable accommodations to protect the equipment. City provided cellular telephone equipment will be repaired or replaced according to one of the following:

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of $200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City

Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

Upon termination, the employee is to return his/her City issued cellular telephone as well as any accessories to the City. The City issued telephone number is the property of the City and shall remain under the City's ownership.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

SECTION 4.10: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

SECTION 4.11: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V.
SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any

capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI.
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may lay off employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII.
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance — one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

(A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.

(B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.

(C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII.
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement. SECTION 8.2:

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union

shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX.
HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

> New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Christmas Eve Day, Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be

called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day.

ARTICLE X.
VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Service Time	Vacation Available
Six months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of six years through ten years	120 hours (per year)
Beginning of eleven years through fifteen years	160 hours (per year)
Beginning of sixteen years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31St of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st of each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

(A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

(B) New employees shall be eligible for vacation usage as defined within Section 10.1

(C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.

(D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

(A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.

(B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI.
SICK LEAVE

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.1: SICK LEAVE UTILIZATION

SECTION 11.2: Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury, disability, or medical appointment. Employees may also use sick leave to for the illness, injury, or medical appointment for the employee immediate family. The phrase "immediate family" means the employee's child, step-child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent.of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12)

days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).UNUSED SICK LEAVE

(A) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(B) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

ARTICLE XII.
LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the

Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

(A) General Statement

It is the policy of the United City of Yorkville (the "City) to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

(B) **Eligibility**

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

(C) **Reasons for Leave**

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;

2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

3. To care for the employee's spouse, child, or parent who has a serious health condition;

4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.

5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

(D) **Serious Health Condition**

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. **Hospital Care**. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

2. **Absence Plus Treatment**. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

3. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;

4. **Chronic Conditions Requiring Treatment**. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;

5. **Permanent/Long-term Conditions Requiring Supervision**. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

6. **Multiple Treatments (non-chronic conditions)**. Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

(E) **Qualifying Exigency Leave**

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the

dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

1. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

2. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.

3. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.

4. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included "parents in law".

5. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

6. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

(F) **Military Caregiver Leave**

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

1. A "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than "dishonorable" reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable).

2. "Outpatient status" means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

3. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The

Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

4. "Serious injury or illness" for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

5. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

(G) **GINA Rights**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

(H) **Leave is Unpaid**

FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not

extend the 12-week leave period. Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

(I) **Notice of Leave**

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work. It is not sufficient to simply "call in sick" without providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations.During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

(J) **Medical Certification**

If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

(K) **Medical and Other Benefits**

During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control.

Employees are not entitled to other benefits or seniority accrual during the FMLA leave.. Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

(L) **Returning from Leave**

Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and

conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

(M) **Reporting While on Leave**

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(N) **Intermittent and Reduced Schedule Leave**

FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

(O) **Policy Administration**

This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

(P) **Interrelation of Leaves**

Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

(Q) **Anti-Retaliation Provisions**

Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

(R) **FMLA Forms**

Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

(S) **Benefits While on Leave**

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

ARTICLE XIII.
HEALTH INSURANCE

SECTION 13.1: HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

SECTION 13.2: The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate as long as the City imposes the identical changes on all other City employees who participate in this group health insurance plan (except employees in protective services bargaining units eligible for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act). Effective May 1, 2021 and continuing through April 30, 2026, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus

spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life ($50,000 for an eligible employee; $10,000 for spouse; $2,500 for child aged 6 months to 19 years; $1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

SECTION 13.3: OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of $100 for single employees and $150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE XIV.
EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training

Board. Employees shall be reimbursed for meals at the maximum rate of $50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

0-6 months of completion of course	100%
7-12 months of completion of course	75%
13-18 months of completion of course	50%

19-24 months of completion of course 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV.
SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI.
LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

(A) Discussion of the implementation and general administration of this Agreement;

(B) A sharing of general information of interest to the parties;

(C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII.
SUBCONTRACTING

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

ARTICLE XVIII.
UNIFORMS AND EOUIPMENT

SECTION 18.1: UNIFORMS

SECTION 18.2: The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. New hires shall receive $950 check for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with $750 check for purposes of purchasing uniforms, winter gear and boots. Please note that the checks are taxable income. PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

(A) Reimbursement may be made once every three years;

(B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.

(C) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

(D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

ARTICLE XIX.
PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee's file after twelve (12) months from occurrence.

ARTICLE XX.
NO STRIKE / NO LOCKOUT

SECTION 20.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 20.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 20.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's

place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

ARTICLE XXI.
BARGAINING RIGHTS

SECTION 21.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 21.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

ARTICLE XXII.
WAGES

Effective May 1, 2021, each employee employed on the date of ratification of this Agreement shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroaction on all hours paid).

Effective May 1, 2022, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroactive on all hours paid)

Effective May 1, 2023, each employee shall receive a 2.75% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2024, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2025, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

ARTICLE XXIII.
DRUG AND ALCOHOL POLICY

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

ARTICLE XXIV.
FILLING OF VACANCIES/PROMOTIONS

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them

in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

ARTICLE XXV.
SECONDARY EMPLOYMENT

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary, for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

ARTICLE XXVI.
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII.
MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE

SECTION 27.1: MAINTENANCE OF ECONOMIC BENEFITS CLAUSE

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such

notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2: COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXVIII.
RENEWAL

This Agreement shall be effective as of the first day of May 1, 2021 and shall remain in full force and effect until the 30th day of April of 2026 whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that is desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day _____, 2022 in the United City of Yorkville.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

_____
James M. Sweeney
President/Business Manager
International Union Of Operating Engineers, Local 150

_____
Bryan P. Diemer
Attorney

International Union of Operating Engineers, Local 150

United City of Yorkville

_____
John Purcell
Mayor

ATTEST:

_____
Jori Behland
City Clerk

APPENDIX A

Maintenance Worker I

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	$43,362.15	$46,496.20	$47,774.85	$49,208.10	$50,684.34
Step 2	$46,950.27	$48,124.03	$49,447.44	$50,930.86	$52,458.79
Step 3	$48,593.79	$49,808.63	$51,178.37	$52,713.72	$54,295.13
Step 4	$50,293.78	$51,551.12	$52,968.78	$54,557.84	$56,194.58
Step 5	$52,054.40	$53,355.76	$54,823.04	$56,467.73	$58,161.76
Step 6	$53,876.71	$55,223.63	$56,742.28	$58,444.55	$60,197.89
Step 7	$55,761.74	$57,155.78	$58,727.56	$60,489.39	$62,304.07
Step 8	$57,713.69	$59,156.53	$60,783.33	$62,606.83	$64,485.03
Step 9	$59,733.60	$61,226.94	$62,910.68	$64,798.00	$66,741.94
Step 10	$61,824.60	$63,370.22	$65,112.90	$67,066.29	$69,078.28
Step11	$63,987.74	$65,587.43	$67,391.08	$69,412.81	$71,495.19

Maintenance Worker II

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	$49,734.44	$50,977.80	$52,379.69	$53,951.08	$55,569.61
Step 2	$51,569.29	$52,858.52	$54,312.13	$55,941.49	$57,619.73
Step 3	$53,276.59	$54,608.50	$56,110.23	$57,793.54	$59,527.35
Step 4	$55,141.76	$56,520.30	$58,074.61	$59,816.85	$61,611.36
Step 5	$57,071.75	$58,498.54	$60,107.25	$61,910.47	$63,767.78
Step 6	$59,069.70	$60,546.44	$62,211.47	$64,077.81	$66,000.14
Step 7	$61,136.66	$62,665.08	$64,388.37	$66,320.02	$68,309.62
Step 8	$63,276.80	$64,858.72	$66,642.33	$68,641.60	$70,700.85
Step 9	$65,491.17	$67,128.45	$68,974.48	$71,043.71	$73,175.02
Step 10	$67,782.90	$69,477.47	$71,338.10	$73,529.74	$75,735.63
Step 11	$70,156.19	$71,910.09	$73,887.62	$76,104.25	$78,387.38

Operator

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	$54,653.51	$56,019.85	$57,560.40	$59,287.21	$61,065.83
Step 2	$56,566.78	$57,980.95	$59,575.43	$61,362.69	$63,203.57
Step 3	$58,544.86	$60,008.48	$61.658.71	$63,508.47	$65,413.72
Step 4	$60,596.13	$62,111.03	$63,819.08	$65,733.65	$67,705.66
Step 5	$62,716.41	$64,284.32	$66,052.14	$68,033.70	$70,074.71
Step 6	$64,910.91	$66,533.68	$68,363.36	$70,414.26	$72,526.69
Step 7	$67,182.78	$68,862.35	$70,756.06	$72,878.74	$75,065.10
Step 8	$69,534.11	$71,272.46	$73,232.45	$75,429.42	$77,692.30
Step 9	$71,966.99	$73,766.16	$75,794.73	$78,068.57	$80,410.63
Step 10	$74,487.69	$76,349.88	$78,449.50	$80,802.99	$83,277.08
Step 11	$77,095.17	$79,022.55	$81,195.67	$83,631.54	$86,140.49

APPENDIX B
DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

(A) **Prohibited Alcohol-Related Conduct**

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.

2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.

3. Having a prohibited breath alcohol concentration while on duty.

4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.

5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.

6. Refusing to promptly submit to a required alcohol test.

(B) **Prohibited Drug-Related Conduct**

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):

    (a) Marijuana (THC metabolite)

    (b) Cocaine

    (c) Opiates (morphine and codeine)

    (d) Phencyclidine (PCP)

    (e) Amphetamines

    (f) Methamphetamines

    (g) MDMA Ecstasy

(h) 6-Acetylmorphine-Heroin

2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.

4. Refusing to submit to a required controlled substances test.

(C) Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.

2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work. If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

(A) Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:

(a) The accident involved the loss of life; or

(b) The employee was issued a citation for a moving traffic violation arising from an accident that included:

(1) Injury requiring medical attention away from the scene; or
(2) One or more vehicles incur disabling damage so that it cannot be driven from the scene.

(c) The driver must remain available for testing until the specified timeframes have passed as referenced below.

2. Post-Accident Alcohol Testing

(a) a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.

(b) If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(c) If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.

(d) An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

(a) Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.

(b) If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(B) Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

(a) Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(b) The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing, unless required by law.

2. Frequency

(a) The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

(b) The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection

(a) The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.

(b) Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

(C) Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;

3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.

5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

(D) Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

(E) Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.

2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

(A) Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

(a) Once a drug test is announced, an employee shall go directly to the collection site.

(b) Upon arrival, the employee shall verify his identity.

(c) Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.

(d) An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.

(e) Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.

(f) If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and

reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

3. Laboratory Analysis

(a) Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

(b) When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

(a) Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

(b) Positive Test Results

1. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

2. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).

(c) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

(d) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3. The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

(a) If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

(b) If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.

(c) Waived or Positive Confirmation Test

1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.

2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

(a) Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above “shy bladder” procedures conform with DOT regulations 49 CFR Part 40.

(b) If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until this determination is made.

2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

(B) Alcohol Testing Procedures

1. Screening Test

(a) All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.

(b) Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

(c) Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

(d) Screening Test

1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

(a) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.

(b) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.

(c) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

(a) If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.

(b) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.

(c) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.

(d) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.

(e) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

(f) The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

(A) Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

(B) Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:

(a) Is evaluated by a Substance Abuse Professional (SAP); and

(b) Complies with and completes any treatment program recommended by the SAP; and

(c) Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

(C) Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:

(a) Is evaluated by a Substance Abuse Professional (SAP); and

(b) Complies with and completes any treatment program recommended by the SAP; and

(c) Completes the return to duty testing requirements set forth above with a negative result.

(D) Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

(E) Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

(A) Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

(B) Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.

2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.

3. To a subsequent employer pursuant to written consent of the former employee.

4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

(A) Voluntary Referral

1. Before Testing

(a) Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.

(b) Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.

(c) The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

(B) Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

(C) Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

APPENDIX C
FMLA FORMS

NOTIFICATION TO EMPLOYER OF NEED FOR FAMILY MEDICAL LEAVE

Return this form to Human Resources upon completion. Receipt of a Certification of Health Care Provider is required prior to approval of leave.

EMPLOYEE:_____

DEPARTMENT:_____

DATES OF LEAVE: _____to _____
start end

REASON FOR LEAVE:

_____ the birth and care of the newborn child of the employee

_____ for placement with the employee of a son or daughter for adoption or foster care

_____ to care for an immediate family member (spouse, child, or parent) with a serious health condition

_____ to take medical leave when the employee is unable to work because of a serious health condition

_____ for a qualified emergency arising from a family member's active military duty

LEAVE IS EXPECTED TO BE:

_____ Continuous

_____ Intermittent:_____

_____ Reduced Schedule:_____

_____ _____
Employee Signature Date

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (___) _____ Fax: (___) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

- ☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
  Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

  The patient (☐ was / ☐ will be) seen on the following date(s): _____
  _____

  The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

- ☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

- ☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

- ☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

- ☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

- ☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider**(s) for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery *(e.g. 3 days/week)*

_____

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)* the employee is able to work: *(e.g., 5 hours/day, up to 25 hours a week)*

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

_____

_____

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: ○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, ○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

_____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*, I am able to work _____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ **Date** _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

_____

_____

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (☐ was / ☐ will be) seen on the following date(s): _____
_____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____
_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment**(s) (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____
_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider**(s) for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ *(e.g. 3 days/week)*

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

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APPENDIX D
SNOW PLAN

A-List

Foreman #1	Supervisor
Foreman #2	Route #
Bargaining Unit Member #1	Route #
Bargaining Unit Member #2	Route #
Bargaining Unit Member #3	Route #
Bargaining Unit Member #4	Route #
Bargaining Unit Member #5	Route #
Bargaining Unit Member #6	Route #
Bargaining Unit Member #7	Route #
Bargaining Unit Member #8	Route #
Bargaining Unit Member #B-List fill-in	Route #

B-List

Foreman #3	Supervisor
Foreman #4	Route #
Bargaining Unit Member #9	Route #
Bargaining Unit Member #10	Route #
Bargaining Unit Member #11	Route #
Bargaining Unit Member #12	Route #
Bargaining Unit Member #13	Route #
Bargaining Unit Member #14	Route #
Bargaining Unit Member #15	Route #
Bargaining Unit Member #16	Route #
Bargaining Unit Member #B-List fill-in	Route #

Appendix E Dues Deduction Form

IUOE LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues and monthly membership dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

In exchange for obtaining the benefit of exclusive representation by Local 150, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 150. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 150 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Print Name _____ Signature of Employee X _____

Reg. or S.S. No. _____ Date _____

1st Copy-Union 2nd Copy-Member

SIDE LETTER

This is a Side Letter of Understanding to the 2021-2026 Collective Bargaining Agreement ("*CBA*") between the City of Yorkville ("City") and International Union of Operating Engineers, Local 150, AFL-CIO ("*Union*"). The City and Union hereby agree as follows:

1. The parties agree that Section 17.2, BARGAINING UNIT WORK, shall be construed in a manner that permits the City to assign certain seasonal and temporary workers to perform activities related to the preparation/maintenance of the baseball fields and/or mowing activities, with the understanding that such work remains bargaining unit work.

2. This side letter shall remain in full force and effect during the term of the CBA.

IN WITNESS WHEREOF, the Union and the City have executed this side letter on the dates set forth hereinafter.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150	CITY OF YORKVILLE,
By:_____	By:_____
President-Business Manager	Mayor
Date: _____	Date: _____