



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING

Tuesday, June 27, 2023

7:00 p.m.

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval

\$ 33,693.77 (vendors – FY 23)

\$ 603,404.26 (vendors – FY 24)

\$ 200,000.00 (wire payments)

\$ 380,361.50 (payroll period ending 06/09/2023)

\$ 1,217,459.53 (total)

2. PW 2023-51 Resolution Authorizing the Expenditure of Funds – *authorize the Mayor and City Clerk to execute*

3. PW 2023-55 E. Main Street Improvements – Balancing Change Order – *approve E. Main Street Improvements – Change Order No. 2 (Balancing) and authorize the Mayor to execute*

4. ADM 2023-22 Treasurer's Reports for March – May 2023

5. ADM 2023-28 FY24 Travel Authorizations – *approve travel authorizations for elected officials as presented in packet materials*

Mayor's Report:

1. CC 2023-40 Ordinance Amending the Yorkville City Code, Title 3, Chapter 2, Section 3-2-10 (Places of Eating Tax)
2. CC 2023-43 DuPage Water Commission
 - a. Ordinance Authorizing the Third Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on April 30, 2024
 - b. Resolution Approving an Amended and Restated Escrow Intergovernmental Agreement By and Among the United City of Yorkville, The Village of Oswego, The Village of Montgomery and the DuPage Water Commission

Public Works Committee Report:

1. PW 2023-53 2023 Water Main Replacement Contract B – Contract Award
2. PW 2023-54 2023 Water Main Replacement Contract B – Construction Engineering Agreement

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2023-27 Scanning Proposal Phase 2 – ComDev
2. ADM 2023-29 IT Contract
 - a. Resolution Dissolving of the GovITC Consortium
 - b. Approval of IT Contract with InterDev

Park Board:

Planning and Zoning Commission:

1. PZC 2023-05 Ordinance Approving a Special Use for a Multi-Unit Dwelling Unit Located Above a Commercial Land Use (Little Loaf Bakehouse)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

3. CC 2021-04 City Buildings Updates
4. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: July 19, 2023 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Marek	Finance	Library
Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Koch		
Committee: Alderman Corneils		

ECONOMIC DEVELOPMENT: July 5, 2023 – 6:00 p.m. – East Conference Room #337

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

PUBLIC SAFETY: July 6, 2023 – 6:00 p.m. – East Conference Room #337

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

PUBLIC WORKS: July 18, 2023 – 6:00 p.m. – East Conference Room #337

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, June 27, 2023
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

PUBLIC HEARING:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

2. PW 2023-51 Resolution Authorizing the Expenditure of Funds

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2023-55 E. Main Street Improvements – Balancing Change Order

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. ADM 2023-22 Treasurer’s Reports for March – May 2023

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

5. ADM 2023-28 FY24 Travel Authorizations

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. CC 2023-40 Ordinance Amending the Yorkville City Code, Title 3, Chapter 2, Section 3-2-10
(Places of Eating Tax)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

-
2. CC 2023-43 DuPage Water Commission

- a. Ordinance Authorizing the Third Amendment to the Annual Budget of the United
City of Yorkville, for the Fiscal Year Commencing on May 1, 2023 and Ending on
April 30, 2024

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- b. Resolution Approving an Amended and Restated Escrow Intergovernmental Agreement
By and Among the United City of Yorkville, The Village of Oswego, The Village of
Montgomery and the DuPage Water Commission

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE:

1. PW 2023-53 2023 Water Main Replacement Contract B – Contract Award

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2023-54 2023 Water Main Replacement Contract B – Construction Engineering Agreement

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADMINISTRATION COMMITTEE:

1. ADM 2023-27 Scanning Proposal Phase 2 – ComDev

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. ADM 2023-29 IT Contract

a. Resolution Dissolving of the GovITC Consortium

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

b. Approval of IT Contract with InterDev

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2023-05 Ordinance Approving a Special Use for a Multi-Unit Dwelling Unit Located
Above a Commercial Land Use (Little Loaf Bakehouse)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

3. CC 2021-04 City Buildings Updates

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

☐ Removed _____

☐ Notes _____

4. CC 2021-38 Water Study Update

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

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – June 27, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK DATE: 06/12/23

FY 23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538726	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT					
	122719N-040123		04/01/23	01	2ND QTR UNEMPLOYEMENT FEES	01-640-52-00-5230	5,233.45
				02	2ND QTR UNEMPLOYEMENT FEES	82-820-52-00-5230	325.56
				03	2ND QTR UNEMPLOYEMENT FEES	51-510-52-00-5230	515.21
				04	2ND QTR UNEMPLOYEMENT FEES	52-520-52-00-5230	271.03
					INVOICE TOTAL:		6,345.25 *
					CHECK TOTAL:		6,345.25
					TOTAL AMOUNT PAID:		6,345.25

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	LIBRARY 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

CHECK DATE: 06/27/23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538730	AACVB	AURORA AREA CONVENTION					
	03/23-HOLIDAY		06/13/23	01	MAR 2023 HOLIDAY HOTEL TAX	01-640-54-00-5481	4,747.97
					INVOICE TOTAL:		4,747.97 *
	04/23-HOLIDAY		06/13/23	01	APR 2023 HOLIDAY HOTEL TAX	01-640-54-00-5481	5,854.05
					INVOICE TOTAL:		5,854.05 *
					CHECK TOTAL:		10,602.02
538731	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	17714		06/12/23	01	APR 2023 INSPECTIONS	01-220-54-00-5459	10,800.00
					INVOICE TOTAL:		10,800.00 *
					CHECK TOTAL:		10,800.00
538732	COMED	COMMONWEALTH EDISON					
	4579122039-FINAL		06/06/23	01	FOX & PAVILLION FINAL BILL	23-230-54-00-5482	43.52
					INVOICE TOTAL:		43.52 *
	83440-10017-0423		05/18/23	01	03/24-04/24 LEASURE & SUNSET	23-230-54-00-5482	2,060.56
					INVOICE TOTAL:		2,060.56 *
					CHECK TOTAL:		2,104.08
538733	DELL	DELL MARKETING L.P.					
	10668466308		04/28/23	01	OFFICE 365 LICENSING RENEWALS	01-640-54-00-5450	3,187.36
					INVOICE TOTAL:		3,187.36 *
					CHECK TOTAL:		3,187.36
538734	FISHERR	RYAN FISHER					
	042123		05/12/23	01	CRISIS INTERVENTION TRAINING	01-210-54-00-5415	48.00

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	LIBRARY 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

CHECK DATE: 06/27/23

FY 23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538734	FISHERR	RYAN FISHER					
	042123		05/12/23	02	MEAL PER DIEM	** COMMENT ** INVOICE TOTAL:	48.00 *
					CHECK TOTAL:		48.00
538735	GRAINCO	GRAINCO FS., INC.					
	13830		04/28/23	01	LP GAS REFILL	79-790-56-00-5620 INVOICE TOTAL:	35.24 35.24 *
					CHECK TOTAL:		35.24
538736	IMPACT	IMPACT NETWORKING, LLC					
	2899783		03/09/23	01	WASTE TONER BOX	01-220-56-00-5610 INVOICE TOTAL:	36.99 36.99 *
	2952037		05/08/23	01	02/01-04/30 COPY CHARGES	01-210-54-00-5430	0.32
				02	02/01-04/30 COPY CHARGES	01-110-54-00-5430	26.91
				03	02/01-04/30 COPY CHARGES	01-120-54-00-5430	45.05
				04	02/01-04/30 COPY CHARGES	79-790-54-00-5462	4.28
				05	02/01-04/30 COPY CHARGES-UB	01-120-54-00-5430	7.19
				06	02/01-04/30 COPY CHARGES-UB	51-510-54-00-5430	9.63
				07	02/01-04/30 COPY CHARGES-UB	52-520-54-00-5430	4.51
					INVOICE TOTAL:		97.89 *
					CHECK TOTAL:		134.88
538737	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	537A		06/01/23	01	MAR-APR 2023 IP FLEXIBLE REACH	01-640-54-00-5449	77.04
				02	MONTHLY FEE	** COMMENT ** INVOICE TOTAL:	77.04 *
					CHECK TOTAL:		77.04

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	LIBRARY 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

CHECK DATE: 06/27/23

FY 23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538738	LANEMUCH	LANER, MUCHIN, LTD					
	647274		05/01/23	01	MISC GENERAL COUNSELING	01-640-54-00-5456	360.00
					INVOICE TOTAL:		360.00 *
					CHECK TOTAL:		360.00
					TOTAL AMOUNT PAID:		27,348.62

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	LIBRARY 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

CHECK DATE: 06/14/23

FY 24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538728	RONDO	RONDO ENTERPRISES, INC					
	174592		06/13/23	01	NEW TRAILER	25-225-60-00-6060	8,026.79
					INVOICE TOTAL:		8,026.79 *
					CHECK TOTAL:		8,026.79
					TOTAL AMOUNT PAID:		8,026.79

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	LIBRARY 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

DATE: 06/20/23
TIME: 08:26:52
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 06/27/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538739	AACVB	AURORA AREA CONVENTION					
	05/23-ALL	06/06/23	01	MAY 2023 ALL SEASON HOTEL TAX	01-640-54-00-5481		33.96
					INVOICE TOTAL:		33.96 *
				CHECK TOTAL:			33.96
538740	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630013908	05/25/23	01	TROUBLESHOOT STARTING SYSTEM	51-510-54-00-5445		2,536.41
					INVOICE TOTAL:		2,536.41 *
				CHECK TOTAL:			2,536.41
D002997	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	JUL 2023	06/01/23	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR MONTH OF	** COMMENT **		
			04	JULY 2023	** COMMENT **		
					INVOICE TOTAL:		946.00 *
				DIRECT DEPOSIT TOTAL:			946.00
538741	ATLAS	ATLAS BOBCAT					
	Q02513	05/30/23	01	HVAC CAB COMFORT PACKAGE	25-225-60-00-6060		48,465.00
					INVOICE TOTAL:		48,465.00 *
				CHECK TOTAL:			48,465.00
538742	BEEBED	DAVID BEEBE					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
				CHECK TOTAL:			130.00

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

DATE: 06/20/23
TIME: 08:26:52
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 24

INVOICES DUE ON/BEFORE 06/27/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538743	BENNETTG	BENNETT, GARY L.					
	060323	06/03/23	01	JUN-DEC 2023 BRUSH DUMPING	01-410-54-00-5458		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
538744	BNYMGLOB	THE BANK OF NEW YORK MELLON					
	252-2556064	06/06/23	01	08/01/23-07/31/24 ADMIN FEE	82-820-54-00-5498		588.50
					INVOICE TOTAL:		588.50 *
					CHECK TOTAL:		588.50
538745	BOOKERT	THOMAS BOOKER					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		245.00
					INVOICE TOTAL:		245.00 *
					CHECK TOTAL:		245.00
538746	BRENNANL	LEO BRENNAN					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
538747	CALLONE	PEERLESS NETWORK, INC					
	25584	06/15/23	01	06/15-07/14 ADMIN LINES	01-110-54-00-5440		210.76
			02	06/15-07/14 POLICE LINES	01-210-54-00-5440		701.84
			03	06/15-07/14 PW LINES	51-510-54-00-5440		4,854.54
			04	06/15-07/14 CITY HALL NORTEL	01-110-54-00-5440		1,188.84
			05	06/15-07/14 CITY HALL NORTEL	01-210-54-00-5440		1,188.84
			06	06/15-07/14 CITY HALL NORTEL	51-510-54-00-5440		1,188.84

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 06/27/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538747	CALLONE	PEERLESS NETWORK, INC					
	25584	06/15/23	07	06/15-07/14 SEWER DEPT LINES	52-520-54-00-5440		227.11
			08	06/15-07/14 RECREATION LINES	79-795-54-00-5440		284.04
			09	06/15-07/14 TRAFFIC SIGNAL	01-410-54-00-5435		60.06
			10	MAINTENANCE	** COMMENT **		
				INVOICE TOTAL:			9,904.87 *
				CHECK TOTAL:			9,904.87
538748	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43442	06/01/23	01	PAPER TOWELS	79-790-56-00-5620		108.54
				INVOICE TOTAL:			108.54 *
	43450	06/02/23	01	GARBAGE BAGS, CLEANERS,DUSTER	24-216-54-00-5446		791.87
				INVOICE TOTAL:			791.87 *
				CHECK TOTAL:			900.41
538749	COMED	COMMONWEALTH EDISON					
	0091033126-0523	05/30/23	01	04/28-05/30 AUTUMN CRK & RT34	23-230-54-00-5482		209.45
				INVOICE TOTAL:			209.45 *
	1647065335-0523	05/30/23	01	04/28-05/30 SARAVANOS PUMP	52-520-54-00-5480		44.46
				INVOICE TOTAL:			44.46 *
				CHECK TOTAL:			253.91
538750	CONFORTM	MASON CONFORTI					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		270.00
				INVOICE TOTAL:			270.00 *
				CHECK TOTAL:			270.00

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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538751	COREMAIN	CORE & MAIN LP					
	928377	05/26/23	01 27	510M METERS	51-510-56-00-5664		3,915.01
					INVOICE TOTAL:		3,915.01 *
	S531146	05/12/23	01 270	510M METERS	51-510-56-00-5664		7,830.00
					INVOICE TOTAL:		7,830.00 *
	S922487	05/25/23	01 48	100CF METERS, COUPLING,	51-510-56-00-5664		10,239.50
			02	RUBBER WASHERS, BACKFLOW	** COMMENT **		
			03	METERS	** COMMENT **		
					INVOICE TOTAL:		10,239.50 *
	S922511	05/25/23	01 25	BACKFLOW METERS	51-510-56-00-5664		2,850.00
					INVOICE TOTAL:		2,850.00 *
					CHECK TOTAL:		24,834.51
538752	COXLAND	COX LANDSCAPING LLC					
	192125	06/01/23	01	MAY 2023 MOWING & WEED CONTROL	11-111-54-00-5495		2,102.50
					INVOICE TOTAL:		2,102.50 *
	192126	06/01/23	01	MAY 2023 MOWING & WEED CONTROL	12-112-54-00-5495		1,890.00
					INVOICE TOTAL:		1,890.00 *
					CHECK TOTAL:		3,992.50
538753	CROSS	CROSS RHODES					
	57584	06/06/23	01	CONSERVATION ORDINANCE SIGNS	51-510-54-00-5462		923.16
					INVOICE TOTAL:		923.16 *
					CHECK TOTAL:		923.16
538754	DIRENRGY	DIRECT ENERGY BUSINESS					

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
538754	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-231510051795	05/31/23	01	04/26-05/24 KENNEDY & MCHUGH	23-230-54-00-5482		60.63
					INVOICE TOTAL:		60.63 *
	1704706-231560051825	06/05/23	01	05/1-05/30 RT34 & BEECHER	23-230-54-00-5482		64.24
					INVOICE TOTAL:		64.24 *
	1704708-*23151005179	05/31/23	01	04/27-05/25 1850 MARKETVIEW	23-230-54-00-5482		36.73
					INVOICE TOTAL:		36.73 *
	1704709-231510051795	05/31/23	01	04/27-05/25 7 COUNTRYSIDE PKWY	23-230-54-00-5482		95.18
					INVOICE TOTAL:		95.18 *
	1704710-231500051788	05/30/23	01	04/26-05/24 VAN EMMON LOT	23-230-54-00-5482		12.47
					INVOICE TOTAL:		12.47 *
	1704714-231520051806	06/01/23	01	04/27-05/25 MCHUGH RD	23-230-54-00-5482		77.97
					INVOICE TOTAL:		77.97 *
	1704716-231510051795	05/31/23	01	04/27-05/26 1 COUNTRYSIDE PKWY	23-230-54-00-5482		123.24
					INVOICE TOTAL:		123.24 *
	1704721-231510051795	05/31/23	01	04/27-05/25 610 TOWER WELLS	51-510-54-00-5480		9,271.93
					INVOICE TOTAL:		9,271.93 *
	1704722-231500051788	05/30/23	01	04/26-05/24 2921 BRISTOL RDGE	51-510-54-00-5480		5,297.54
					INVOICE TOTAL:		5,297.54 *
	1704723-231500051788	05/30/23	01	04/26-05/24 2224 TREMONT	51-510-54-00-5480		558.32
					INVOICE TOTAL:		558.32 *
				CHECK TOTAL:			15,598.25
538755	DOEPELN	NOAH DOEPEL					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		25.00
					INVOICE TOTAL:		25.00 *
				CHECK TOTAL:			25.00

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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538756	EKWINSKB	BROOKE EKWINSKI					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
538757	ELEMENT	N-VINT SERVICES LLC					
	SER0026651	06/12/23	01	JUN 2023 OFFSITE CLOUD	01-640-54-00-5450		682.41
			02	BACKUPS	** COMMENT **		
					INVOICE TOTAL:		682.41 *
					CHECK TOTAL:		682.41
538758	FIRSTNET	AT&T MOBILITY					
	287313454005X0603202	05/25/23	01	MAY 2023 MOBILE DEVICES	01-220-54-00-5440		42.11
			02	MAY 2023 MOBILE DEVICES	01-110-54-00-5440		126.33
			03	MAY 2023 MOBILE DEVICES	01-210-54-00-5440		895.41
			04	MAY 2023 MOBILE DEVICES	79-795-54-00-5440		42.11
					INVOICE TOTAL:		1,105.96 *
	287313454207X0603202	05/25/23	01	04/26-05/25 MOBILE DEVICES	01-220-54-00-5440		252.66
			02	04/26-05/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	04/26-05/25 MOBILE DEVICES	79-795-54-00-5440		156.70
			04	04/26-05/25 MOBILE DEVICES	51-510-54-00-5440		235.05
			05	04/26-05/25 MOBILE DEVICES	52-520-54-00-5440		72.48
					INVOICE TOTAL:		753.13 *
					CHECK TOTAL:		1,859.09
538759	FLETCHER	FLETCHER ROCKWELL PRODUCTIONS					
	2023 RIVER FEST	06/13/23	01	2023 RIVER FEST BAND	79-795-56-00-5606		2,975.00
					INVOICE TOTAL:		2,975.00 *
					CHECK TOTAL:		2,975.00

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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538760	FONSECAR	RAIUMUNDO FONSECA					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
	050423	05/04/23	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		170.00
538761	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	37192	05/24/23	01	CRUISE NIGHT TROPHIES	79-795-56-00-5606		64.00
					INVOICE TOTAL:		64.00 *
					CHECK TOTAL:		64.00
538762	FRNKMRSH	FRANK MARSHALL					
	91595	05/02/23	01	REMOVED AND REPLACED TIME	24-216-60-00-6030		783.08
			02	CLOCK, REROUTED FURNITURE FEED	** COMMENT **		
			03	ON THIRD FLOOR	** COMMENT **		
					INVOICE TOTAL:		783.08 *
					CHECK TOTAL:		783.08
538763	FRONT	FRONTLINE PUBLIC SAFETY					
	FL66399	06/27/23	01	PROFESSIONAL STANDARDS TRACKER	01-210-54-00-5462		2,100.00
			02	ANNUAL RENEWAL	** COMMENT **		
					INVOICE TOTAL:		2,100.00 *
					CHECK TOTAL:		2,100.00
538764	FUNONE	THE FUN ONES					
	80873	03/19/23	01	RIVER FEST MARIO EQUIPMENT	79-795-56-00-5606		1,427.02

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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538764	FUNONE	THE FUN ONES					
	80873	03/19/23	02	RENTALS	** COMMENT **		
					INVOICE TOTAL:		1,427.02 *
					CHECK TOTAL:		1,427.02
538765	GAMBROA	ABIGAIL GAMBRO					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
538766	GAMBROK	KATE GAMBRO					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
538767	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-14645	06/09/23	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		3,761.55
					INVOICE TOTAL:		3,761.55 *
					CHECK TOTAL:		3,761.55
538768	GLEASONT	TIMOTHY GLEASON					
	2023 RIVER FEST	06/13/23	01	2023 RIVERFEST BAND	79-795-56-00-5606		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
538769	HOMEPLAT	HOMEPLATE HOTDOGS					

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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538769	HOMEPLAT	HOMEPLATE HOTDOGS					
	788361	06/14/23	01	OPEN HOUSE REFRESHMENTS	01-110-56-00-5610		900.00
					INVOICE TOTAL:		900.00 *
				CHECK TOTAL:			900.00
538770	HRENH	ROBERT HREN					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		285.00
					INVOICE TOTAL:		285.00 *
				CHECK TOTAL:			285.00
538771	HUMBERSH	CARTER HUMBERS					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
				CHECK TOTAL:			120.00
538772	ILLCO	ILLCO, INC.					
	1415672	05/25/23	01	LITE PLASTIC A/C PAD, STRINGER	24-216-56-00-5656		75.51
			02	BEAD WIRE WHEEL	** COMMENT **		
					INVOICE TOTAL:		75.51 *
				CHECK TOTAL:			75.51
538773	IMPERIAL	IMPERIAL SERVICE SYSTEMS, INC					
	162352	06/08/23	01	JUN 2023 OFFICE CLEANING	01-110-54-00-5488		953.95
			02	JUN 2023 OFFICE CLEANING	01-120-54-00-5488		953.95
			03	JUN 2023 OFFICE CLEANING	01-210-54-00-5488		2,739.86
			04	JUN 2023 OFFICE CLEANING	79-795-54-00-5488		821.18
			05	JUN 2023 OFFICE CLEANING	01-220-54-00-5488		525.06
					INVOICE TOTAL:		5,994.00 *
				CHECK TOTAL:			5,994.00

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	LIBRARY 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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538774	IMPERINV	IMPERIAL INVESTMENTS					
	APR 2023-REBATE	06/12/23	01	APR 2023 BUSINESS DIST REBATE	01-000-24-00-2488		2,679.36
					INVOICE TOTAL:		2,679.36 *
	MAR 2023-REBATE	06/12/23	01	MAR 2023 BUSINESS DIST REBATE	01-000-24-00-2488		3,057.99
					INVOICE TOTAL:		3,057.99 *
					CHECK TOTAL:		5,737.35
538775	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	11338	06/01/23	01	MAY 2023 ADMIN HEARINGS	01-210-54-00-5467		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
538776	JENKINSL	LANDON JENKINS					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		190.00
					INVOICE TOTAL:		190.00 *
					CHECK TOTAL:		190.00
538777	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	537B	06/01/23	01	MAY 2023 IP FLEXIBLE REACH	01-640-54-00-5449		38.52
			02	MONTHLY FEE	** COMMENT **		
					INVOICE TOTAL:		38.52 *
					CHECK TOTAL:		38.52
538778	KENDCPA	KENDALL COUNTY CHIEFS OF					
	1013	05/23/23	01	MONTHLY MEETING FEE FOR 7	01-210-54-00-5415		119.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		119.00 *
					CHECK TOTAL:		119.00

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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538779	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/23	06/12/23	01	MAR 2023 BUSINESS DIST REBATE	01-000-24-00-2487		4,650.08
					INVOICE TOTAL:		4,650.08 *
	BD REBATE-04/23	06/12/23	01	APR 2023 BUSINESS DIST REBATE	01-000-24-00-2487		5,229.55
					INVOICE TOTAL:		5,229.55 *
					CHECK TOTAL:		9,879.63
538780	LANEMUCH	LANER, MUCHIN, LTD					
	648306	06/01/23	01	GENERAL COUNSELING LEGAL	01-640-54-00-5463		1,125.00
			02	SERVICES THROUGH 05/20/23	** COMMENT **		
					INVOICE TOTAL:		1,125.00 *
					CHECK TOTAL:		1,125.00
538781	LINDERH	HUNTER LINDER					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		195.00
					INVOICE TOTAL:		195.00 *
					CHECK TOTAL:		195.00
538782	LIPSCOJA	JACOB LIPSCOMB					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
538783	LITTLEME	JC.VEK HOLDINGS LLC					
	YPD002	06/05/23	01	LITTLE DOCTOR SCHOOL CLASS	79-795-54-00-5462		3,120.00
			02	INSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		3,120.00 *
					CHECK TOTAL:		3,120.00

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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538784	MALKOWSO	OLIVER MALKOWSKI					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
				CHECK TOTAL:			35.00
538785	MARCO	MARCO TECHNOLOGIES LLC					
	501086243	05/20/23	01	04/20-05/20 COPIER LEASE	01-110-54-00-5485		266.78
			02	04/20-05/20 COPIER LEASE	01-120-54-00-5485		266.78
			03	04/20-05/20 COPIER LEASE	01-220-54-00-5485		533.56
			04	04/20-05/20 COPIER LEASE	01-210-54-00-5485		695.47
			05	04/20-05/20 COPIER LEASE	01-410-54-00-5485		53.97
			06	04/20-05/20 COPIER LEASE	51-510-54-00-5485		53.97
			07	04/20-05/20 COPIER LEASE	52-520-54-00-5485		53.97
			08	04/20-05/20 COPIER LEASE	79-795-54-00-5485		266.79
			09	04/20-05/20 COPIER LEASE	79-790-54-00-5485		152.65
					INVOICE TOTAL:		2,343.94 *
	502643240	05/27/23	01	05/20-06/20 COPIER LEASE	01-110-54-00-5485		259.29
			02	05/20-06/20 COPIER LEASE	01-120-54-00-5485		259.29
			03	05/20-06/20 COPIER LEASE	01-220-54-00-5485		518.57
			04	05/20-06/20 COPIER LEASE	01-210-54-00-5485		672.97
			05	05/20-06/20 COPIER LEASE	01-410-54-00-5485		51.46
			06	05/20-06/20 COPIER LEASE	51-510-54-00-5485		51.46
			07	05/20-06/20 COPIER LEASE	52-520-54-00-5485		51.46
			08	05/20-06/20 COPIER LEASE	79-790-54-00-5485		145.16
			09	05/20-06/20 COPIER LEASE	79-795-54-00-5485		259.28
					INVOICE TOTAL:		2,268.94 *
				CHECK TOTAL:			4,612.88
538786	MARTINEB	BEN MARTINEK					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		190.00
					INVOICE TOTAL:		190.00 *
				CHECK TOTAL:			190.00

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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538787	MATSONA	AIDAN MATSON					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		290.00
					INVOICE TOTAL:		290.00 *
				CHECK TOTAL:			290.00
538788	MATSONT	THOMAS MATSON					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
				CHECK TOTAL:			60.00
538789	MCCUE	MC CUE BUILDERS, INC.					
	2892 CRYDER	06/14/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
				CHECK TOTAL:			5,000.00
538790	MIDWSALT	MIDWEST SALT					
	P468433	06/06/23	01	BULK ROCK SALT	51-510-56-00-5638		3,352.36
					INVOICE TOTAL:		3,352.36 *
	P468434	06/06/23	01	BULK ROCK SALT	51-510-56-00-5638		3,242.07
					INVOICE TOTAL:		3,242.07 *
				CHECK TOTAL:			6,594.43
538791	MODJESKM	MICHAEL COLE MODJESKI					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
				CHECK TOTAL:			35.00

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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538792	MOHRR	RANDY MOHR					
	061123	06/11/23	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
538793	MULDERC	COLLIN MULDER					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
538794	MULDERCH	CHRISTIAN MULDER					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
538795	MULLENSA	ANTHONY MULLENS					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		325.00
					INVOICE TOTAL:		325.00 *
					CHECK TOTAL:		325.00
538796	NARVICK	NARVICK BROS. LUMBER CO, INC					
	85124	05/22/23	01	4000 PSI AE	23-230-56-00-5637		906.00
					INVOICE TOTAL:		906.00 *
					CHECK TOTAL:		906.00
538797	NEOPOST	QUADIENT FINANCE USA, 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

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538797	NEOPOST	QUADIENT FINANCE USA, INC					
	061423-CITY	06/14/23	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
538798	NICOR	NICOR GAS					
	00-41-22-8748 4-0523	06/02/23	01	05/03-06/02 1107 PRAIRIE LN	01-110-54-00-5480		58.97
					INVOICE TOTAL:		58.97 *
	12/43-53-5625 3-0523	06/05/23	01	05/04-06/05 609 N BRIDGE	01-110-54-00-5480		31.81
					INVOICE TOTAL:		31.81 *
	14-49-64-6208 5-0523	06/05/23	01	05/04-06/05 651 PRAIRIE POINTE	01-110-54-00-5480		172.45
					INVOICE TOTAL:		172.45 *
	15-64-61-3532 5-0523	06/02/23	01	05/03-06/02 1991 CANNONBALL TR	01-110-54-00-5480		56.57
					INVOICE TOTAL:		56.57 *
	20-52-56-2042 1-0523	05/31/23	01	05/02-05/31 420 FAIRHAVEN	01-110-54-00-5480		165.23
					INVOICE TOTAL:		165.23 *
	23-45-91-4862 5-0523	06/05/23	01	05/04-06/05 101 BRUELL ST	01-110-54-00-5480		170.26
					INVOICE TOTAL:		170.26 *
	40-52-64-5356 1-0523	06/06/23	01	05/05-06/06 102 E VAN EMMON	01-110-54-00-5480		166.10
					INVOICE TOTAL:		166.10 *
	46-6*-47-6727 1-0523	06/08/23	01	05/09-06/08 1975 N BRIDGE	01-110-54-00-5480		164.71
					INVOICE TOTAL:		164.71 *
	61-60-41-1000 9-0523	06/06/23	01	05/04-06/05 610 TOWER	01-110-54-00-5480		83.90
					INVOICE TOTAL:		83.90 *
	66-70-44-6942 9-0523	06/08/23	01	05/09-06/08 1908 RAINTREE RD	01-110-54-00-5480		177.06
					INVOICE TOTAL:		177.06 *

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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538798	NICOR	NICOR GAS					
	80-56-05-1157	0-0523	06/08/23	01 05/09-06/08 2512 ROSEMONT	01-110-54-00-5480		56.64
					INVOICE TOTAL:		56.64 *
	83-80-00-1000	7-0523	06/06/23	01 05/04-06/05 610 TOWER UNIT B	01-110-54-00-5480		70.73
					INVOICE TOTAL:		70.73 *
					CHECK TOTAL:		1,374.43
538799	NICOR	NICOR GAS					
	91-85-68-401	8-0523	06/06/23	01 06/03-06/02 902 GAME FARM RD	82-820-54-00-5480		899.72
					INVOICE TOTAL:		899.72 *
					CHECK TOTAL:		899.72
538800	NICOR	NICOR GAS					
	95-16-10-1000	4-0523	06/05/23	01 05/04-06/02 1 RT47	01-110-54-00-5480		50.69
					INVOICE TOTAL:		50.69 *
					CHECK TOTAL:		50.69
538801	NYDEGGEA	AYDEN NYDEGGER					
	05/24-06/13		06/14/23	01 UMPIRE	79-795-54-00-5462		220.00
					INVOICE TOTAL:		220.00 *
					CHECK TOTAL:		220.00
538802	ODLER	ROBERT E. ODLE					
	05/24-06/13		06/14/23	01 UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		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	LIBRARY 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
538803	OLEARYC	CYNTHIA O'LEARY					
	RE SPRING SOCCER-23	06/01/23	01	FALL SOCCER OFFICIALS	79-795-54-00-5462		320.00
			02	ASSIGNING FEE	** COMMENT **		
				INVOICE TOTAL:			320.00 *
	REC BASKETBALL-23	06/01/23	01	SUMMER BASKETBALL OFFICIALS	79-795-54-00-5462		190.00
			02	ASSIGNING FEE	** COMMENT **		
				INVOICE TOTAL:			190.00 *
	REC UMPIRE RENEWAL-2	06/01/23	01	ANNUAL ARBITER RENEWAL	79-795-54-00-5462		275.00
				INVOICE TOTAL:			275.00 *
				CHECK TOTAL:			785.00
538804	OLSONB	BART OLSON					
	ICSC PER DIEM	06/16/23	01	MAY 2023 ICSC MEAL PER DIEMS	01-110-54-00-5415		338.77
				INVOICE TOTAL:			338.77 *
				CHECK TOTAL:			338.77
D002998	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	17209	06/05/23	01	MISC ADMIN LEGAL MATTERS	01-640-54-00-5456		6,303.00
			02	BRIGHT FARMS MATTERS	90-173-00-00-0011		297.00
			03	DOWNTOWN TIF II MATTERS	89-890-54-00-5462		77.00
			04	GREEN DOOR DEVELOPMENT MATTERS	90-191-00-00-0011		605.00
			05	MEETINGS	01-640-54-00-5456		800.00
			06	NEW LEAF SOLAR MATTERS	90-196-00-00-0011		330.00
			07	PARKS LEGAL MATTERS	79-790-54-00-5466		363.00
				INVOICE TOTAL:			8,775.00 *
				DIRECT DEPOSIT TOTAL:			8,775.00
538805	OTTOSEN	OTTOSEN DINOLFO					

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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538805	OTTOSEN	OTTOSEN DINOLFO					
	155324	05/31/23	01	MISC CITY ADMIN LEGAL MATTERS	01-640-54-00-5456		2,772.00
					INVOICE TOTAL:		2,772.00 *
	155817	05/31/23	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		11,908.69
					INVOICE TOTAL:		11,908.69 *
					CHECK TOTAL:		14,680.69
538806	PATTONS	SHANE PATTON					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
538807	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	54515503	06/02/23	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		585.70
					INVOICE TOTAL:		585.70 *
	54515505	06/02/23	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		585.70
					INVOICE TOTAL:		585.70 *
					CHECK TOTAL:		1,171.40
538808	PHYSICIA	PHYSICIANS IMMEDIATE CARE					
	38553-050223	05/02/23	01	RAPID DRUG SCREENINGS	79-795-54-00-5462		611.00
			02	RAPID DRUG SCREENINGS	79-790-54-00-5462		108.00
			03	RAPID DRUG SCREENINGS	82-820-54-00-5462		94.00
			04	RAPID DRUG SCREENINGS	24-216-54-00-5462		47.00
			05	RAPID DRUG SCREENINGS	01-410-54-00-5462		159.00
			06	RAPID DRUG SCREENINGS	51-510-54-00-5462		61.00
					INVOICE TOTAL:		1,080.00 *
					CHECK TOTAL:		1,080.00

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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538809	PITSTOP	PIT STOP					
	PS33624	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		302.00
			02	AT RIVERFRONT PARK	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS533623	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		310.00
			02	AT TOWN SQUARE PARK	** COMMENT **		
					INVOICE TOTAL:		310.00 *
	PS533625	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT VAN EMMON PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS533626	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT FOX HILL PARK WEST	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS533627	06/19/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT FOX HILL PARK EAST	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS533628	06/19/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		302.00
			02	AT BEECHER PARK	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS533629	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		59.15
			02	AT SPLASH PAD	** COMMENT **		
					INVOICE TOTAL:		59.15 *
	PS533630	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		85.43
			02	AT BRISTOL BAY ELEMENTARY	** COMMENT **		
					INVOICE TOTAL:		85.43 *
	PS533631	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		184.00
			02	AT STEVEN BRIDGE PARK	** COMMENT **		
					INVOICE TOTAL:		184.00 *

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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538809	PITSTOP	PIT STOP					
	PS533632	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT RAINTREE PARK B	** COMMENT **		
				INVOICE TOTAL:			92.00 *
	PS533633	06/14/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		117.00
			02	AT CANNONBALL RIDGE PARK	** COMMENT **		
				INVOICE TOTAL:			117.00 *
	PS533634	06/19/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT GREEN PARK	** COMMENT **		
				INVOICE TOTAL:			92.00 *
	PS533635	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT BRISTOL STATION PARK	** COMMENT **		
				INVOICE TOTAL:			92.00 *
	PS533636	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		184.00
			02	AT RIEMENSCHNEIDER PARK	** COMMENT **		
				INVOICE TOTAL:			184.00 *
	PS533637	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		671.00
			02	AT SOCCER EUIPMENT SHED	** COMMENT **		
				INVOICE TOTAL:			671.00 *
	PS533639	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT STEPPING STONES PARK	** COMMENT **		
				INVOICE TOTAL:			92.00 *
	PS533640	06/01/23	01	05/05-06/01 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT HIDING SPOT PARK	** COMMENT **		
				INVOICE TOTAL:			92.00 *
				CHECK TOTAL:			2,950.58
538810	PIZZO	PIZZO AND ASSOCIATES, 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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538810	PIZZO	PIZZO AND ASSOCIATES, LTD					
	339-3	06/01/23	01	651 PRAIRIE POINTE STEWARDSHIP	24-216-54-00-5446		732.19
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19
538811	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	3402	05/24/23	01	UMPIRE SHIRTS	79-795-56-00-5606		276.25
					INVOICE TOTAL:		276.25 *
	3403	05/24/23	01	MARGARITAS EN MAYO PEPES	79-795-56-00-5606		90.00
			02	BANNER	** COMMENT **		
					INVOICE TOTAL:		90.00 *
	3404	05/24/23	01	VINYL GRAPHICS FOR VEHICLE	79-790-54-00-5495		140.00
					INVOICE TOTAL:		140.00 *
	3415	05/30/23	01	GOLF OUTING SWAG BAG GIFT SETS	79-795-56-00-5606		920.00
					INVOICE TOTAL:		920.00 *
	3429	06/02/23	01	BEACH PARTY SIGNAGE	79-795-56-00-5606		100.00
					INVOICE TOTAL:		100.00 *
	3453	06/08/23	01	GOLF OUTING SIGNAGE	79-795-56-00-5606		360.00
					INVOICE TOTAL:		360.00 *
	3460	06/11/23	01	RIBBON CUTTING SUPPLIES	01-110-56-00-5610		97.43
					INVOICE TOTAL:		97.43 *
	3470	06/14/23	01	GOLF OUTING SIGN	79-795-56-00-5606		27.50
					INVOICE TOTAL:		27.50 *
					CHECK TOTAL:		2,011.18
538812	PURCELLJ	JOHN PURCELL					

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	LIBRARY 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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538812	PURCELLJ JOHN PURCELL						
	ICSC PER DIEM	06/16/23	01	MAY 2023 ICSC MEAL PER DIEMS	01-110-54-00-5440		237.50
					INVOICE TOTAL:		237.50 *
					CHECK TOTAL:		237.50
538813	R0001975 RYAN HOMES						
	3028 GRANDE TRAIL	06/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	3092 GRANDE TRAIL	06/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	3111 GRANDE TRAIL	06/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		15,000.00
538814	R0002462 CLEAN EDGE CONSTRUCTION						
	2286 CRYDER	06/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
538815	R0002582 LONI TORRES						
	203234	05/05/23	01	BASEBALL CANCELLATION REFUND	79-000-44-00-4404		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
538816	RADARMAN CINDY GRISWOLD						
	5822	05/09/23	01	11 RADAR CERTIFICATION	01-210-54-00-5495		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

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538816	RADARMAN	CINDY GRISWOLD					
	5822	05/09/23	02	RENEWALS	** COMMENT **		
					INVOICE TOTAL:		540.00 *
	5854	05/20/23	01	REPAIR RADAR INTERFACE BOARD	01-210-54-00-5495		374.50
					INVOICE TOTAL:		374.50 *
					CHECK TOTAL:		914.50
538817	RIETZR	ROBERT L. RIETZ JR.					
	060123	06/01/23	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
	060723	06/07/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		280.00
538818	ROSENSTB	BRODY ROSENSTIEL					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		115.00
					INVOICE TOTAL:		115.00 *
					CHECK TOTAL:		115.00
538819	RUSHTRCK	RUSH TRUCK CENTER					
	3032541708	06/01/23	01	BRAKE REPAIR, STARTER REPAIR	01-410-54-00-5490		15,187.10
					INVOICE TOTAL:		15,187.10 *
					CHECK TOTAL:		15,187.10
538820	SANDOVAA	ANTONIO SANDOVAL					
	05/24-06/13	06/14/23	01	UMPIRE	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

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538821	SCHOUD	DECLAN SCHOU					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
538822	SECOND	SECOND CHANCE CARDIAC SOLUTION					
	23-006-2643	06/12/23	01	BABY SITTING CLASS INSTRUCTION	79-795-54-00-5462		420.00
					INVOICE TOTAL:		420.00 *
					CHECK TOTAL:		420.00
D002999	SLEEZERJ	JOHN SLEEZER					
	052623-UA	05/26/23	01	UNDER ARMOUR CLOTHING	01-410-56-00-5600		202.95
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		202.95 *
					DIRECT DEPOSIT TOTAL:		202.95
538823	STANDE	STANDARD EQUIPMENT CO					
	P43433	05/30/23	01	SONETICS REPAIR	51-510-54-00-5490		210.00
					INVOICE TOTAL:		210.00 *
					CHECK TOTAL:		210.00
538824	STUCKL	LOGAN STUCK					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
538825	SUBURLAB	SUBURBAN LABORATORIES 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

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538825	SUBURLAB	SUBURBAN LABORATORIES INC.					
	214683	05/31/23	01	COLIFORM SAMPLING	51-510-54-00-5429		587.70
					INVOICE TOTAL:		587.70 *
				CHECK TOTAL:			587.70
538826	SWEENEYA	ADAN SWEENEY					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
				CHECK TOTAL:			35.00
538827	THERIGHT	THE RIGHT STUFF ENTERTAINMENT					
	202 RIVER FEST	06/13/23	01	2023 RIVER FEST BAND	79-795-56-00-5606		1,500.00
					INVOICE TOTAL:		1,500.00 *
				CHECK TOTAL:			1,500.00
538828	TKBASSOC	TKB ASSOCIATES, INC.					
	14994	05/17/23	01	LASERFICHE ANNUAL SUPPORT AND	01-640-54-00-5450		3,019.00
			02	MAINTENANCE RENWAL	** COMMENT **		
					INVOICE TOTAL:		3,019.00 *
				CHECK TOTAL:			3,019.00
538829	TOMBLINC	CHARLES TOMBLINSON					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
				CHECK TOTAL:			260.00
538830	TRAFFIC	TRAFFIC CONTROL CORPORATION					

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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538830	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	143704	05/30/23	01	CHANNEL PHASE SELECTOR, LED	01-410-54-00-5435		1,355.00
			02	FLOOD LAMPS	** COMMENT **		
					INVOICE TOTAL:		1,355.00 *
					CHECK TOTAL:		1,355.00
538831	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	114935	06/05/23	01	SIGNS	23-230-56-00-5619		985.00
					INVOICE TOTAL:		985.00 *
	114936	06/05/23	01	SIGNS	23-230-56-00-5619		4,206.55
					INVOICE TOTAL:		4,206.55 *
					CHECK TOTAL:		5,191.55
538832	VERMONT	VERMONT SYSTEMS					
	VS008450	06/01/23	01	RECTRAC MAINTENANCE RENEWAL	79-795-54-00-5462		7,077.92
					INVOICE TOTAL:		7,077.92 *
					CHECK TOTAL:		7,077.92
538833	VOITIKM	MICHAEL VOITIK					
	052523	05/25/23	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
	060123	06/01/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	060823	06/08/23	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		440.00

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	LIBRARY 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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538834	WALDENS	WALDEN'S LOCK SERVICE					
	23166	06/14/23	01	KEYS	24-216-56-00-5656		29.95
					INVOICE TOTAL:		29.95 *
				CHECK TOTAL:			29.95
538835	WALTJOSH	JOSH WALTERS					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
				CHECK TOTAL:			130.00
538836	WASONG	GERALD WASON					
	052523	05/25/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	060123	06/01/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	060823	06/08/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
				CHECK TOTAL:			360.00
538837	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	113500	06/06/23	01	CHEMICALS	51-510-56-00-5638		3,647.82
					INVOICE TOTAL:		3,647.82 *
	40391	06/06/23	01	RETURNED CHEMICAL CREDIT	51-510-56-00-5638		-440.00
					INVOICE TOTAL:		-440.00 *
				CHECK TOTAL:			3,207.82

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
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01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
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FY 24

INVOICES DUE ON/BEFORE 06/27/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538838	WHISACRE	WHISKEY ACRES DISTILLING CO.					
	001122	05/30/23	01	ADDITIONAL BOURBON FOR EVENTS	79-795-56-00-5606		1,584.00
					INVOICE TOTAL:		1,584.00 *
				CHECK TOTAL:			1,584.00
538839	WHISKEY	CRAIG COX					
	2023 RIVER FEST	06/13/23	01	RIVER FEST 2023 BAND	79-795-56-00-5606		3,000.00
					INVOICE TOTAL:		3,000.00 *
				CHECK TOTAL:			3,000.00
538840	WILLEK	KEEGAN WILLE					
	05/24-06/13	06/14/23	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
				CHECK TOTAL:			160.00
538841	WINGB	BRETT WING					
	052523	05/25/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
				CHECK TOTAL:			120.00
D003000	YBSD	YORKVILLE BRISTOL					
	12-MAY	06/13/23	01	MAY 2023 SANITARY FEES	95-000-24-00-2450		295,878.22
					INVOICE TOTAL:		295,878.22 *
	2023.010	06/01/23	01	JUNE 2023 LANDFILL EXPENSE	51-510-54-00-5445		21,177.66
					INVOICE TOTAL:		21,177.66 *
				DIRECT DEPOSIT TOTAL:			317,055.88

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 June 9, 2023

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	18,663.61	-	18,663.61	1,224.34	1,374.54	21,262.49
FINANCE	15,620.85	-	15,620.85	1,024.73	1,163.79	17,809.37
POLICE	139,653.97	10,855.67	150,509.64	431.24	11,201.22	162,142.10
COMMUNITY DEV.	29,262.45	-	29,262.45	1,949.14	2,199.16	33,410.75
STREETS	23,395.10	1,069.12	24,464.22	1,611.43	1,820.22	27,895.87
BUILDING & GROUNDS	5,854.30	-	5,854.30	393.89	459.33	6,707.52
WATER	18,791.32	417.87	19,209.19	1,260.09	1,387.34	21,856.62
SEWER	7,795.87	41.88	7,837.75	514.15	571.22	8,923.12
PARKS	31,680.81	841.99	32,522.80	1,898.75	2,421.27	36,842.82
RECREATION	22,221.18	-	22,221.18	1,340.80	1,659.47	25,221.45
LIBRARY	16,351.96	-	16,351.96	717.05	1,220.38	18,289.39
TOTALS	\$ 329,291.42	\$ 13,226.53	\$ 342,517.95	\$ 12,365.61	\$ 25,477.94	\$ 380,361.50

TOTAL PAYROLL

\$ 380,361.50



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, June 27, 2023

ACCOUNTS PAYABLE

DATE

FY 23

City Check Manual Register - FY 23 *(Page 1)*

06/12/2023 \$ 6,345.25

City Check Register - FY 23 *(Pages 2 - 4)*

06/27/2023 27,348.52

SUB-TOTAL:

\$ 33,693.77

FY 24

City Check Manual Register - FY 24 *(Page 5)*

06/14/2023 \$ 8,026.79

City Check Register - FY 24 *(Pages 6 - 34)*

06/27/2023 595,377.47

SUB-TOTAL:

\$603,404.26

WIRE/ACH PAYMENTS

Dupage Water Commission - Escrow Payment

06/16/2023 \$ 200,000.00

TOTAL PAYMENTS:

\$200,000.00

PAYROLL

Bi - Weekly *(Page 35)*

06/09/2023 \$ 380,361.50

SUB-TOTAL:

\$ 380,361.50

TOTAL DISBURSEMENTS:

\$ 1,217,459.53



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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2023-51

Agenda Item Summary Memo

Title: Poplar Drive Rail Crossing Updated Cost Estimate

Meeting and Date: City Council – June 27, 2023

Synopsis: Updated cost from the railroad for the reconstruction of the crossing at Poplar Dr.

Council Action Previously Taken:

Date of Action: PW – 6/20/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-51

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: June 13, 2023
Subject: Poplar Drive Rail Crossing Updated Cost

Summary

This was last seen by the city council in November of 2022. At that time, an agreement between the City and Illinois Railnet was approved via Resolution regarding the reconstruction of the at grade crossing at Poplar Drive in the River's Edge subdivision. Illinois Railnet is now ready to move forward with construction but needed to get updated pricing due to the length of time it has been since this was contemplated, and a change in the plans.

Background

The original agreement with the railroad from 2001 (attached) set forth the terms of improving the crossing at Poplar Drive. In the agreement, it was clearly stated that the Licensee (the City) would be responsible for all maintenance and upgrade costs.

In November of 2022, an agreement between the railroad and the city was approved by resolution outlining the reconstruction of the crossing. At that time, we had already approved \$200,000 as a budget number for the repair. Once the agreement was completed, the railroad solicited quotes for the repair. The first quote came in at ~\$142,000. Unfortunately, the railroad could not get all the materials needed in a timely fashion and had to account for a temporary roadbed to allow traffic to get through at all times. The railroad had hoped to construct the crossing a portion at a time which would allow traffic to use the other parts that were not under construction. Unfortunately, the tracks must be raised all at once instead of a section at a time. This means that a temporary roadbed will be constructed on the east side of the crossing to always allow residents access. The new quote came in at ~\$172,000 which is still within our budget number of \$200,000.

If the new cost estimate is approved by the City, the railroad wants to start construction as soon as possible to make sure the project is completed by the end of the construction season this year.

Recommendation

Staff recommends approval of the new cost estimate.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AUTHORIZING THE EXPENDITURE OF FUNDS**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized 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 Mayor and Alderpersons of the City (collectively, the “Corporate Authorities” or the “City Council”) are committed to protecting the health, safety and welfare of residents of the City; and

WHEREAS, pursuant to the Illinois Municipal Code, the City has the authority to contract and be contracted with; and

WHEREAS, the City entered into an agreement with Illinois Railnet, Inc. in the year 2001 that holds the City responsible for the costs of all maintenance and upgrades to the railroad crossing at Poplar Drive; and

WHEREAS, the City Council has determined that in the interest of public safety, it is necessary to replace the railroad crossing at Poplar Drive (the “Project”) and has entered into an agreement with Illinois Railway, LLC (“IR”) to undertake the necessary improvements (the “Agreement”); and

WHEREAS, in accordance with the terms of the Agreement, IR has submitted to the City a scope of work and cost estimate (the “Estimate”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities may authorize the commencement of work on the Project and the payment of Project expenses in accordance with the terms of the Agreement and the Estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 Corporate Authorities hereby authorize IR to commence work on the Project in accordance with the terms of the Agreement.

Section 3. Upon the City’s receipt of invoices for reasonable and proper expenses related to the Project, the Corporate Authorities hereby authorize the reimbursement of Project costs to IR, in an amount not to exceed One Hundred Seventy-Two Thousand Dollars (\$172,000), pursuant to the terms of the Agreement and the Estimate. The officers, agents, and/or employees of the City shall take all action necessary or reasonably required by the City to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. All past,

present and future acts and doings of the officials of the City that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section 4. The provisions of this Resolution are hereby declared to be severable and should any provision or part of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision or part shall be excluded and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 6. 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. 2023.

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

BID



BID

Street Address: 408 River Avenue

P: (815) 993-8340

Email:

City, State ZIP Code: Streator, IL 61364

F: (848) 210-8594

cctrackworks@hotmail.com

To: Ruben Camacho

C&C BID #: 220203-2R

Address: Illinois Railway

PROJECT: C205888

430 West Madison Street Ottawa, Illinois 61350

BID Date: 4/12/2023

BID: To supply labor, supervision, tools, equipment, and taxes and insurance to perform the following work in **Yorkville, IL Poplar Drive crossing rehab.**

Item	Description	Units	Quantity	Unit Price	Price
1	Site Excavation: 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail. 2. Remove the existing roadway and sidewalk surfaces covering track. 3. Remove 80 track feet of track, centered on the roadway centerline. 4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.	Each	1	\$ 41,056.40	\$ 41,056.40
2	Construct and Install Crossing: 1. Construct 80' track panel and box anchor every tie. 2. Clean ditches out to ensure proper drainage into and out of existing culverts. 3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift. 4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (minimum 12" ballast under the ties) 5. Install 80' track panel. 6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufacturers specifications. 8. Box anchor every tie 195 feet from cuts on both ends of panel. 9. Make 6 welds as needed. 10. Move materials to and from site.	Each	1	\$ 54,723.24	\$ 54,723.24
3	Traffic Control: Put up traffic controls and place public notifications as needed.	Each	1	\$ 5,500.00	\$ 5,500.00
4	Roadway Approaches: Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt.	Each	1	\$ 10,175.00	\$ 10,175.00
5	Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').	Lot	1	\$ 9,482.00	\$ 9,482.00
6	Site clean up: Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.	Each	1	\$ 4,400.00	\$ 4,400.00
7	Mobilization/Demobilization: 1 Backhoe, 1 Tamper, 1 Regulator, 1 Roller, 1 Rotary Dump, Excavator.	LS	1	\$ 26,840.00	\$ 26,840.00
8	Temporary road construction/clean up	Lot	1	\$ 19,992.00	\$ 19,992.00
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
13				\$ -	\$ -

NOTE: **Contractor** will supply all weld kits, asphalt and concrete as well as utility locates with exception of railroad signals. **Railroad** will supply all other materials but materials will be moved to site from material yard by contractor. **Railroad** to locate signal wires and test signals when complete. "D" Construction will be doing all side walk removal and construction as well as asphalt work and signage. D Construction costs are included in this bid. **NOTE:** Since there is no other entrance or exit to the sub division the road will have at least 9' of roadway open at all times as agreed to by the Contractor, Railroad, and City of Yorkville. **City** is to provide all required city permits and public notices. **NOTE:** Prices are firm for 30 days and upon acceptance of bid by all parties.

TOTAL \$ 172,168.64

We look forward to providing excellent results for your project.

Cesar R. Hernandez



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 3, 2022
Subject: Agreement with Illinois Railway for Poplar Drive improvements

Summary

Consideration of an agreement with Illinois Railway covering improvements to be made to the Poplar Drive railroad crossing.

Background

This item was last discussed by the City Council during the FY 23 budget proposal. The City-Wide Capital Fund includes funding and a narrative covering the City's costs for improving the Poplar Drive railroad crossing. The railroad has let us know that they intend to improve portions of their rail line near Poplar Drive this year, and the City is responsible for covering the costs of the roadway crossing improvements, according to a 1998 crossing agreement (attached).

The cost of the improvements is expected to be around \$185,000 and the City has that amount covered in the FY 23 budget. Even though the project agreement makes reference to the railroad's capital budget and a 2022 Q4 timeline, they have already let us know that they do not expect to begin work until Spring 2023. We anticipate the work will take a few weeks, but the railroad intends to keep the crossing open to vehicular traffic

which includes appropriate funding within the City-Wide Capital Fund to complete the project contemplated in the attached agreement.

Recommendation

PUBLIC ROAD CROSSING AGREEMENT

THIS AGREEMENT, Made this 16th day of November, 2001 the "Effective Date", by and Illinois RailNet, Inc., a Delaware Corporation, whose mailing address is PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147, hereinafter called "Railroad" party of the first part, and City of Yorkville, whose mailing address 800 Game Farm Road, Yorkville, IL 60560, hereinafter called "Licensee", party of the second part,

WITNESSETH:

Railroad, subject to the limitations herein, and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grant to Licensee the right or license to construct, maintain and use a public road crossing at grade across the tracks, right-of-way, and property of Railroad, at or near Yorkville, Kendal County, State of Illinois, hereinafter called "Crossing", which extends across said right-of-way and intersects the center line of Railroad's tracks at 536.6 feet West Milepost 51, as shown Exhibit "A", attached hereto and made a part hereof, hereafter called "Crossing".

1. Definitions

- 1.1 The term "Licensee" herein shall include a corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be such number and gender as the context may require.
- 1.2 The term "Railroad", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad. The term "Railroad" shall be synonymous with and used in place of the term "Licensor" herein throughout. The term "Railroad" shall also include the servants, agents or employees of the undersigned Railroad.
- 1.3 The term "satisfactory" or "satisfaction" as used herein, shall mean approval by Railroad or it's designated representative.
- 1.4 The term "Crossing", as used herein, includes track crossings, approaches, railways, drainage facilities, warning devices, signal and wirelines, gates barricades, signs, appliances and ancillary facilities.
- 1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track", as hereinafter used, shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.
- 1.6 "Maintenance" shall include keeping all vegetation within the area(s) outlined in red on attached print and identified thereon as "sight clearance area(s)" cut to a height not exceeding two feet (2') above ground level, and keeping said "sight clearance area(s)" free of parked vehicles and other obstructions.
- 1.7 The "effective date" of this Agreement shall be the earlier of: (a) execution hereof by Railroad, or (b) installation of the Crossing.

2. Use, Limitations

- 2.1 The Crossing shall be used solely as a public crossing for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land.
- 2.2 Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossings for any and all railroad purpose. Railroad shall not be obligated to make cuts in its trains for the Crossing.

3. Fees

- 3.1 Upon execution of this Agreement, Licensee shall pay Railroad:

The sum of **Five Hundred Fifty U.S. Dollars (\$550)**, toward the administrative cost of preparing and processing this Agreement in addition to the one time license fee of **Seven Hundred Fifty U.S. Dollars (\$750)** on or before the Effective Date of this Agreement.

4. Construction, Maintenance

- 4.1 Crossing has been constructed, and hereafter shall be upgraded and maintained at the sole cost and expense of Licensee.
- 4.2 Licensee, at its sole cost and expense, shall construct and maintain all approachways, and keep such approachways in a brush and tree free condition that will not obstruct Crossing. Licensee shall keep the crossing at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to satisfaction of Railroad.
- 4.3 Licensee shall not interfere with, or permit its contractors to interfere with, the drainage of the Lessor's right-of-way and will provide culverts and/or construct such drainage facilities on each side of said Crossing.

5. Operational Safety

- 5.1 Licensee shall use and shall cause its agents, employees, family, servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

6. Term, Termination, Removal

- 6.1 This Agreement shall be and remain in effect as of the effective date first written above and shall continue in effect until terminated by either party given to the other thirty (30) days written notice of such termination.

7. Risk, Liability, Indemnity

- 7.1 Licensee, recognizing that Railroad's operations and any use of railroad property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause.

- 7.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:
- A. all loss of or damage to any other property, including property in the care, custody or control of railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and
 - B. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and
 - C. all claims and liability for such loss and damage and cost and expenses thereof;

8. Insurance

- 8.1 Prior to commencement of any use of the Crossing, Licensee shall procure and shall thereafter maintain during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Licensee under this Agreement naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. Coverage of not less than **Three Million U.S. Dollars (\$3,000,000)** Combined Single Limit per occurrence, for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days notice in writing to Railroad at the address above, prior to termination of or change in the coverage provided.
- 8.2 If said CGL policy is written on a "Claims Made" basis rather than "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to arrange adequate reporting time shall be Licensee's sole risk.
- 8.3 Said Crossing shall not be opened for traffic until said CGL insurance coverage is placed in effect. In the event said CGL insurance is cancelled, or is allowed lapse Crossing shall be subject to immediate closure and removal by Railroad upon notice to Licensee.
- 8.4 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Article and may demand that Licensee purchase insurance deemed adequate by Railroad. Failure of Licensee to comply within thirty (30) days of Railroad's demand shall be an event of default subject to termination as provided for in Article 6.
- 8.5 Furnishing of insurance by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

9. General Provisions

- 9.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

10. Title

10.1 Licensee shall not at any time own or claim right, title or interest in or to Railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time rise to any title to said property, or any right or interest in Licensee other than the license created hereby.

11. Signals; Traffic Control

11.1 In the event that the need for automatic traffic control devices develop or are required by Licensee any Federal, State, County or Municipal Governmental agency, or by Railroad, the costs of such devices, the installation and continuing maintenance will be at the entire expense of Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

Witness for Railroad:

Ernest W. Manti

Illinois RailNet, Inc.

By: John A. Pustinger

John A. Pustinger
Director-Real Estate

Witness for Licensee:

Jaqueline NeOrdan
City Clerk

City of Yorkville

By: Arthur L. Pustinger

Its: Mayor

Tax Identification Number: E-9995894504

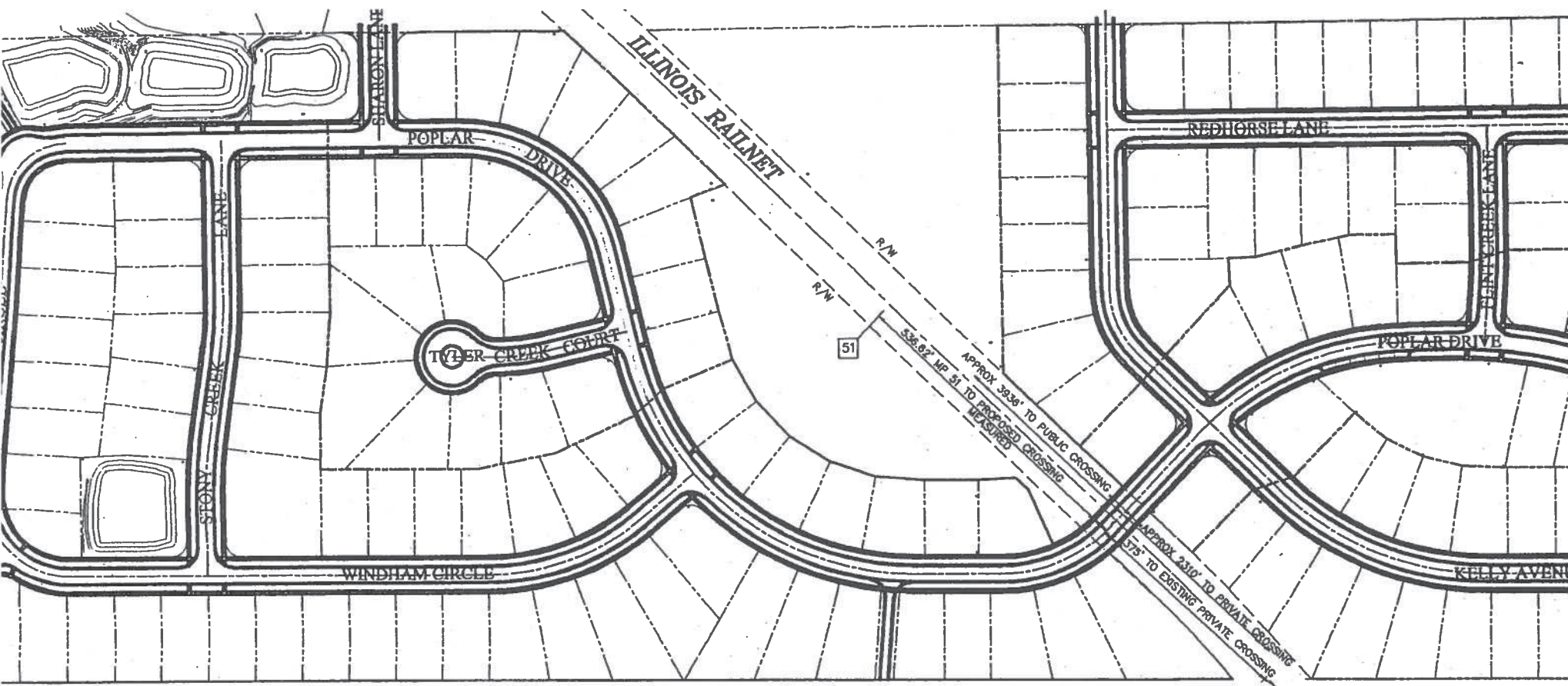
IR Form 7459-GC

APPLICATION FOR PUBLIC ROAD CROSSING

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a **nonrefundable** Application Fee in the amount of \$750.00 is to be submitted to: Illinois RailNet, Inc., PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147.

1. Complete legal name of applicant City of Yorkville, Illinois
Address 610 Tower Lane
City Yorkville State IL Zip 60560 Telephone (630) 553-4350
2. If incorporated, name state _____
3. Width desired 64'
4. Location of proposed crossing: 536.6 feet West from Milepost 51
City Yorkville County Kendall State IL
5. Must wires or other obstructions be raised for clearance? No
6. State need for crossing, including frequency of use New subdivision ± 900 VPD
7. Is other access available? No If property recently purchased, why was access not obtained from Seller?
Existing private crossing only. Private crossing to be closed.
8. Applicant must furnish map or sketch indicating the above, as well as distance to nearest crossing on each side of proposed new crossing; also any drainage pipes to be placed in Railroad's ditches.
9. Is track in cut or fill? cut If so, what height? ± 2' Number of tracks to be crossed? 1 Is track on curve or tangent? tangent
10. Will automatic protection devices be required? Yes No
Gates are not required per ICC criteria but four (4) quadrant gates will be provided.
Non-refundable Application Fee in the amount of \$750.00 is attached.

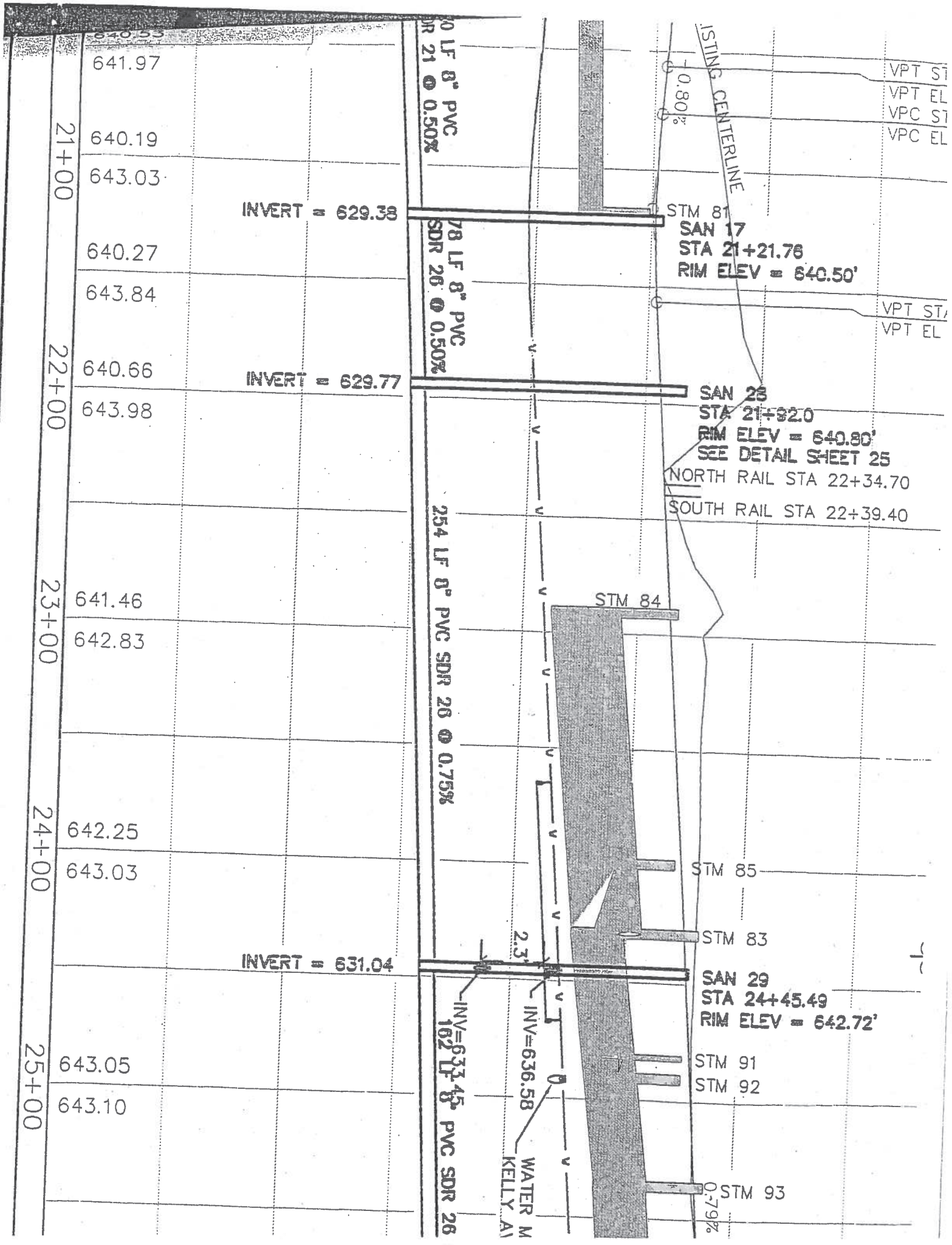
Signed: M. J. G.



LOCATION MAP

SCALE 1"=200'

51



641.97

640.19

643.03

640.27

643.84

640.66

643.98

641.46

642.83

642.25

643.03

643.05

643.10

INVERT = 629.33

INVERT = 629.77

INVERT = 631.04

10 LF 8" PVC
SDR 21 @ 0.50%

78 LF 8" PVC
SDR 26 @ 0.50%

254 LF 8" PVC SDR 26 @ 0.75%

162 LF 8" PVC SDR 26
INV=633.45

WATER M
KELLY A

2.3'

INV=636.58

STM 84

STM 85

STM 83

STM 91

STM 92

STM 93

STM 81

SAN 17
STA 21+21.76
RIM ELEV = 640.50'

SAN 23
STA 21+32.0
RIM ELEV = 640.80'
SEE DETAIL SHEET 25

NORTH RAIL STA 22+34.70

SOUTH RAIL STA 22+39.40

VPT ST
VPT EL
VPC ST
VPC EL

VPT ST
VPT EL

EXISTING CENTERLINE

-0.80%

-0.79%

BID



BID

Street Address: 408 River Avenue

P: (815) 993-8340

Email:

City, State ZIP Code: Streator, IL 61364

F: (848) 210-8594

cctrackworks@hotmail.com

To: Ruben Camacho

C&C BID #: 220203-2

Address: Illinois Railway

PROJECT:

430 West Madison Street Ottawa, Illinois 61350

BID Date: 4/12/2023

BID: To supply labor, supervision, tools, equipment, and taxes and insurance to perform the following work in **Yorkville, IL Poplar Drive crossing rehab.**

Item	Description	Units	Quantity	Unit Price	Price
1	Site Excavation: 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail. 2. Remove the existing roadway and sidewalk surfaces covering track. 3. Remove 80 track feet of track, centered on the roadway centerline. 4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.	Each	1	\$ 41,056.40	\$ 41,056.40
2	Construct and Install Crossing: 1. Construct 80' track panel and box anchor every tie. 2. Clean ditches out to ensure proper drainage into and out of existing culverts. 3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift. 4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (minimum 12" ballast under the ties) 5. Install 80' track panel. 6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufacturers specifications. 8. Box anchor every tie 195 feet from cuts on both ends of panel. 9. Make 6 welds as needed. 10. Move materials to and from site.	Each	1	\$ 54,723.24	\$ 54,723.24
3	Traffic Control: Put up traffic controls and place public notifications as needed.	Each	1	\$ 5,500.00	\$ 5,500.00
4	Roadway Approaches: Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt.	Each	1	\$ 10,175.00	\$ 10,175.00
5	Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').	Lot	1	\$ 9,482.00	\$ 9,482.00
6	Site clean up: Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.	Each	1	\$ 4,400.00	\$ 4,400.00
7	Mobilization/Demobilization: 1 Backhoe, 1 Tamper, 1 Regulator, 1 Roller, 1 Rotary Dump, Excavator.	LS	1	\$ 16,445.00	\$ 16,445.00
8					\$ -
9					\$ -
10				\$ -	\$ -
11				\$ -	\$ -
13				\$ -	\$ -

NOTE: **Contractor** will supply all weld kits, asphalt and concrete as well as utility locates with exception of railroad signals. **Railroad** will supply all other materials but materials will be moved to site from material yard by contractor. **Railroad** to locate signal wires and test signals when complete. "D" Construction will be doing all side walk removal and construction as well as asphalt work and signage. D Construction costs are included in this bid. **NOTE:** Since there is no other entrance or exit to the sub division the road will have at least 9' of roadway open at all times as agreed to by the Contractor, Railroad, and City of Yorkville. **City** is to provide all required city permits and public notices. **NOTE:** Prices are firm for 30 days and upon acceptance of bid by all parties.

TOTAL \$ 141,781.64

We look forward to providing excellent results for your project.

Cesar R. Hernandez



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2023-55

Agenda Item Summary Memo

Title: East Main Street Improvements

Meeting and Date: City Council – June 27, 2023

Synopsis: Consideration of Change Order No. 2 - Balancing

Council Action Previously Taken:

Date of Action: PW – 6/20/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-55

Type of Vote Required: Majority

Council Action Requested: 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/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: June 13, 2023
Subject: East Main Street Improvements

The purpose of this memo is to present Change Order No. 2 - Balancing for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Holiday Sewer and Water, Inc. entered into an agreement for a contract value of **\$1,111,222.33** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 2 which would **increase** the contract amount by \$24,528.44

Discussion:

Please see the attached summary spreadsheet. Note that \$53,443.50 of sidewalk removal and replacement was added to this project for work in the area. This work was completed within the budgeted amount for sidewalk replacement.

The change order balances the contract value to final measured quantities.

Approval of the change will allow for final close out of this project.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 - Balancing.

CHANGE ORDER

Order No. 2 - Balancing

Date: June 27, 2023

Agreement Date: March 22, 2022

NAME OF PROJECT: East Main Street Improvements

OWNER: United City of Yorkville

CONTRACTOR: Holiday Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,111,222.33

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,123,713.03

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (~~decreased~~) by:
\$24,528.44

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,148,241.47

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion for all work will be October 14, 2022

Justification

Balancing Authorization to bring the contract value to final measured quantities. Additional sidewalk items were added as part of the City's sidewalk replacement program.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Holiday Construction, Inc.

**ENGINEER'S PAYMENT ESTIMATE NO. 5 AND FINAL
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

PAYABLE TO: HOLIDAY SEWER & WATER CONSTRUCTION, INC.
ADDRESS: 1000 N RAND ROAD SUITE 116
WAUCONDA, IL 60084

PAY PERIOD
FROM: 12/14/2022 **TO:** 5/24/2023

ITEM NO.	PAY ITEMS	AWARDED QTY	UNIT	AWARDED VALUE	ADDED QTY	DEDUCTED QTY	UNIT PRICE	COMPLETED THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QTY	TOTAL COMPLETED VALUE
BASE BID											
1	TREE REMOVAL, OVER 15 UNIT DIAMETER	30	UNIT	\$ 900.00	39.0		\$ 30.00	0.0	\$ -	69.0	\$ 2,070.00
2	TREE ROOT PRUNING	2	EACH	\$ 60.00	6.0		\$ 30.00	0.0	\$ -	8.0	\$ 240.00
3	CONNECTION TO EXISTING WATER MAIN, 8-INCH	4	EACH	\$ 18,000.00	2.0		\$ 4,500.00	0.0	\$ -	6.0	\$ 27,000.00
4	CONNECTION TO EXISTING WATER MAIN, 6-INCH	1	EACH	\$ 4,000.00			\$ 4,000.00	0.0	\$ -	1.0	\$ 4,000.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	1	EACH	\$ 3,000.00			\$ 3,000.00	0.0	\$ -	1.0	\$ 3,000.00
6	PRESSURE CONNECTION WITH TAPPING SLEEVE AND 8" TAPPING VALVE IN 60" VAULT	2	EACH	\$ 15,000.00		2.0	\$ 7,500.00	0.0	\$ -	0.0	\$ -
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	2,313	LF	\$ 289,125.00	10.0		\$ 125.00	0.0	\$ -	2323.0	\$ 290,375.00
8	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	1	EACH	\$ 3,000.00			\$ 3,000.00	0.0	\$ -	1.0	\$ 3,000.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	5	EACH	\$ 22,500.00	3.0		\$ 4,500.00	0.0	\$ -	8.0	\$ 36,000.00
10	WATER MAIN PROTECTION, PVC C-900, 12-INCH	126	LF	\$ 6,300.00		126.0	\$ 50.00	0.0	\$ -	0.0	\$ -
11	LINE STOP, 8-INCH	2	EACH	\$ 8,000.00		2.0	\$ 4,000.00	0.0	\$ -	0.0	\$ -
12	LINE STOP, 6-INCH	1	EACH	\$ 3,000.00		1.0	\$ 3,000.00	0.0	\$ -	0.0	\$ -
13	LINE STOP, 4-INCH	1	EACH	\$ 2,500.00		1.0	\$ 2,500.00	0.0	\$ -	0.0	\$ -
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	6	EACH	\$ 45,000.00			\$ 7,500.00	0.0	\$ -	6.0	\$ 45,000.00
15	DUCTILE IRON FITTINGS	2,120	LB	\$ 21.20	425.0		\$ 0.01	0.0	\$ -	2545.0	\$ 25.45
16	WATER SERVICE CONNECTION, 1-INCH	34	EACH	\$ 102,000.00			\$ 3,000.00	0.0	\$ -	34.0	\$ 102,000.00
17	WATER SERVICE PIPE, PEX, 1-INCH	950	LF	\$ 950.00		950.0	\$ 1.00	0.0	\$ -	0.0	\$ -
18	WATER MAIN TESTING - PRESSURE AND DISINFECTION	1	LS	\$ 1,500.00			\$ 1,500.00	0.0	\$ -	1.0	\$ 1,500.00
19	DISCONNECT AND ABANDON EXISTING WATER MAIN	8	EACH	\$ 12,000.00			\$ 1,500.00	0.0	\$ -	8.0	\$ 12,000.00
20	FIRE HYDRANT TO BE REMOVED	6	EACH	\$ 600.00			\$ 100.00	0.0	\$ -	6.0	\$ 600.00
21	VALVE VAULT TO BE ABANDONED	3	EACH	\$ 300.00			\$ 100.00	0.0	\$ -	3.0	\$ 300.00
22	VALVE BOX TO BE ABANDONED	6	EACH	\$ 600.00			\$ 100.00	0.0	\$ -	6.0	\$ 600.00
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	22	EACH	\$ 5,500.00		20.0	\$ 250.00	0.0	\$ -	2.0	\$ 500.00
24	INLET PROTECTION	11	EACH	\$ 275.00		11.0	\$ 25.00	0.0	\$ -	0.0	\$ -
25	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	120	TON	\$ 600.00		120.0	\$ 5.00	0.0	\$ -	0.0	\$ -
26	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	120	TON	\$ 600.00		120.0	\$ 5.00	0.0	\$ -	0.0	\$ -
27	FOUNDATION MATERIAL	35	CY	\$ 875.00		35.0	\$ 25.00	0.0	\$ -	0.0	\$ -
28	EXPLORATORY EXCAVATION	4	EACH	\$ 400.00		2.0	\$ 100.00	0.0	\$ -	2.0	\$ 200.00
29	PREPARATION OF BASE	8,600	SY	\$ 6,450.00		8,600.0	\$ 0.75	0.0	\$ -	0.0	\$ -
30	CLASS D PATCHES, 3-INCH	715	SY	\$ 17,517.50		559.0	\$ 24.50	0.0	\$ -	156.0	\$ 3,822.00
31	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	811	SY	\$ 1,216.50		655.0	\$ 1.50	0.0	\$ -	156.0	\$ 234.00
32	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	273	CY	\$ 1,365.00		230.0	\$ 5.00	0.0	\$ -	43.0	\$ 215.00
33	AGGREGATE SUBGRADE IMPROVEMENT	273	CY	\$ 1,365.00		230.0	\$ 5.00	0.0	\$ -	43.0	\$ 215.00
34	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	142	SY	\$ 2,023.50			\$ 14.25	0.0	\$ -	142.0	\$ 2,023.50
35	HOT-MIX ASPHALT SURFACE REMOVAL, 2-INCH	3,160	SY	\$ 7,110.00			\$ 2.25	0.0	\$ -	3160.0	\$ 7,110.00
36	HOT-MIX ASPHALT SURFACE REMOVAL, 4-INCH	6,506	SY	\$ 26,024.00			\$ 4.00	0.0	\$ -	6506.0	\$ 26,024.00
37	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	2,093	SY	\$ -		2,093.0	\$ -	0.0	\$ -	0.0	\$ -
38	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	2,856	SY	\$ 7,140.00			\$ 2.50	0.0	\$ -	2856.0	\$ 7,140.00
39	BITMINOUS MATERIALS (PRIME COAT)	18,590	LBS	\$ 185.90		18,590.0	\$ 0.01	0.0	\$ -	0.0	\$ -
40	BITMINOUS MATERIALS (TACK COAT)	4,515	LBS	\$ 45.15		4,515.0	\$ 0.01	0.0	\$ -	0.0	\$ -
41	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5-2-INCH	1,340	TON	\$ 99,830.00	40.0		\$ 74.50	0.0	\$ -	1380.0	\$ 102,810.00

**ENGINEER'S PAYMENT ESTIMATE NO. 5 AND FINAL
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

PAYABLE TO: HOLIDAY SEWER & WATER CONSTRUCTION, INC.
ADDRESS: 1000 N RAND ROAD SUITE 116
WAUCONDA, IL 60084

PAY PERIOD
FROM: 12/14/2022 **TO:** 5/24/2023

ITEM NO.	PAY ITEMS	AWARDED QTY	UNIT	AWARDED VALUE	ADDED QTY	DEDUCTED QTY	UNIT PRICE	COMPLETED THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QTY	TOTAL COMPLETED VALUE
42	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5-INCH	250	TON	\$ 21,250.00		26.0	\$ 85.00	0.0	\$ -	224.0	\$ 19,040.00
43	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5-INCH	1,195	TON	\$ 84,845.00	90.0		\$ 71.00	0.0	\$ -	1285.0	\$ 91,235.00
44	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	381	LF	\$ 16,287.75	227.0		\$ 42.75	0.0	\$ -	608.0	\$ 25,992.00
45	SIDEWALK REMOVAL	12,776	SF	\$ 15,970.00		4,311.0	\$ 1.25	0.0	\$ -	8465.0	\$ 10,581.25
46	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	14,348	SF	\$ 107,610.00		1,629.0	\$ 7.50	0.0	\$ -	12719.0	\$ 95,392.50
47	DETECTABLE WARNING	168	SF	\$ 4,872.00	11.0		\$ 29.00	0.0	\$ -	179.0	\$ 5,191.00
48	SANITARY MANHOLE TO BE ADJUSTED	11	EACH	\$ 10,450.00		1.0	\$ 950.00	0.0	\$ -	10.0	\$ 9,500.00
49	MANHOLE TO BE ADJUSTED	11	EACH	\$ 5,500.00	5.0		\$ 500.00	0.0	\$ -	16.0	\$ 8,000.00
50	INLET TO BE ADJUSTED	2	EACH	\$ 1,000.00			\$ 500.00	0.0	\$ -	2.0	\$ 1,000.00
51	INLET TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME AND GRATE	4	EACH	\$ 4,000.00		4.0	\$ 1,000.00	0.0	\$ -	0.0	\$ -
52	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	600	SY	\$ 28,800.00		34.0	\$ 48.00	25.0	\$ 1,200.00	566.0	\$ 27,168.00
53	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	44	SY	\$ 4,290.00	26.0		\$ 97.50	0.0	\$ -	70.0	\$ 6,825.00
54	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	17	SY	\$ 425.00	71.0		\$ 25.00	0.0	\$ -	88.0	\$ 2,200.00
55	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	180	LF	\$ 2,160.00			\$ 12.00	0.0	\$ -	180.0	\$ 2,160.00
56	ROADWAY EDGE SEALING	3,482	LF	\$ 2,611.50	262.0		\$ 0.75	3744.0	\$ 2,808.00	3744.0	\$ 2,808.00
57	MAILBOX TO BE REMOVED AND REPLACED	2	EACH	\$ 311.00	28.0		\$ 155.50	0.0	\$ -	30.0	\$ 4,665.00
58	SIGN TO BE REMOVED AND RESET	1	EACH	\$ 261.33			\$ 261.33	0.0	\$ -	1.0	\$ 261.33
59	RESTORATION	1,900	SY	\$ 15,200.00	1,414.0		\$ 8.00	0.0	\$ -	3314.0	\$ 26,512.00
60	TRAFFIC CONTROL AND PROTECTION	1	LS	\$ 43,500.00			\$ 43,500.00	0.0	\$ -	1.0	\$ 43,500.00
61	ALLOWANCE - ITEMS ORDERED BE THE ENGINEER	25,000	UNIT	\$ 25,000.00	9,762.9		\$ 1.00	0.0	\$ -	34762.9	\$ 34,762.94
BID VALUE AWARDED:				\$ 1,111,222.33					\$ 4,008.00		\$ 1,094,797.97

ALLOWANCE (PAY ITEM NO. 61)		QUANTITY	UNIT	COMPLETED VALUE
1	TIME AND MATERIALS NO. 1 - WATER MAIN BREAK	1.00	LSUM	\$ 1,700.00
2	WATER SERVICE PIPE, TYPE K COPPER, 1-INCH (\$9.25/FOOT)	986.00	LF	\$ 9,120.50
3	REMOVE AND REPLACE INLETS (\$3,900/EACH)	3	EACH	\$ 11,700.00
4	SIDEWALK RE-FRAME ON BRISTOL AVE - GENEVA CONSTRUCTION	1.00	LSUM	\$ 545.54
5	RESTORATION REPAIR AT DAMAGED LOCATIONS	1.00	LSUM	\$ 3,892.00
6	REMOBILIZE AND RELOCATE ALL MAIL BOXES TO POST OFFICE STANDARD - T&M	1.00	LSUM	\$ 7,804.90

MISCELLANEOUS EXTRAS AND CREDITS		QUANTITY	UNIT	COMPLETED VALUE
1	SIDEWALK PROGRAM SIDEWALK REPLACEMENT BRISTOL AND TERI	5089	SF	\$ 40,712.00
2	SIDEWALK PROGRAM SIDEWALK REMOVAL BRISTOL AND TERI	2518	SF	\$ 3,147.50
3	SIDEWALK PROGRAM RESTORATION BRISTOL AND TERI	1198	SY	\$ 9,584.00

DEBITS		VALUES	
1	PAY ESTIMATE NO. 1	\$	368,992.00
2	PAY ESTIMATE NO. 2	\$	222,454.43
3	PAY ESTIMATE NO. 3	\$	428,589.69
4	PAY ESTIMATE NO. 4	\$	114,197.35

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 53,443.50
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,148,241.47
DEDUCT RETAINAGE	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,148,241.47
TOTAL DEBITS	\$ 1,134,233.47

NET AMOUNT DUE - THIS PAYMENT \$ 14,008.00

PREPARED BY: _____

APPROVED BY: _____

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILLINOIS 60554

G:\Public\Yorkville\2021\YO2124-P E. Main Street Improvements\Construction\Eng\Pay Estimates\pay_estimate_yo2124.xls\Pay Estimate #5



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

Agenda Item Number

Consent Agenda #4

Tracking Number

ADM 2023-22

Agenda Item Summary Memo

Title: Treasurer's Reports for March – May 2023

Meeting and Date: City Council – June 27, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 6/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2023-22

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 ended March 31, 2023

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	\$ 10,627,100	\$ 1,637,370	\$ 23,449,007	\$ 22,339,736	105%	\$ 1,808,800	\$ 19,443,912	\$ 22,479,736	86%	\$ 14,632,194
Special Revenue Funds										
15 - Motor Fuel Tax	269,412	81,249	1,053,170	1,176,560	90%	-	1,195,864	1,277,045	94%	126,718
72 - Land Cash	33,843	-	-	-	0%	-	33,843	-	0%	-
79 - Parks and Recreation	-	257,829	2,951,532	3,123,472	94%	237,208	2,576,102	3,218,472	80%	375,430
87 - Countryside TIF	(1,182,815)	-	232,124	232,133	100%	1,317	222,904	227,291	98%	(1,173,595)
88 - Downtown TIF	(1,639,928)	-	100,932	96,000	105%	2,592	35,503	87,612	41%	(1,574,500)
89 - Downtown TIF II	(6,626)	-	97,574	99,353	98%	165	1,563	30,500	5%	89,385
11 - Fox Hill SSA	21,577	-	21,501	21,500	100%	-	5,779	59,200	10%	37,300
12 - Sunflower SSA	2,385	-	21,000	21,000	100%	2,580	11,350	17,200	66%	12,035
Debt Service Fund										
42 - Debt Service	-	28,340	303,335	330,075	92%	-	329,798	330,075	100%	(26,462)
Capital Project Funds										
25 - Vehicle & Equipment	1,391,623	90,167	1,109,708	1,105,870	100%	8,481	1,105,551	2,235,223	49%	1,395,781
23 - City-Wide Capital	2,165,600	76,478	1,853,546	3,995,222	46%	55,625	2,644,077	5,592,073	47%	1,375,069
24 - Buildings & Grounds	10,002,255	105,710	1,121,055	1,007,229	111%	188,058	8,603,854	10,871,560	79%	2,519,456
Enterprise Funds										
* 51 - Water	3,791,199	165,970	5,103,152	5,779,003	88%	240,098	5,500,570	7,159,103	77%	3,393,781
* 52 - Sewer	1,001,490	168,809	4,359,120	6,604,721	66%	1,043,996	3,112,709	5,995,546	52%	2,247,901
Library Funds										
82 - Library Operations	746,898	5,169	1,839,465	1,736,773	106%	88,327	1,700,944	1,763,820	96%	885,419
84 - Library Capital	176,662	21,521	134,662	50,350	267%	6,781	52,572	85,500	61%	258,751
Total Funds	\$ 27,400,675	\$ 2,638,612	\$ 43,750,883	\$ 47,718,997	92%	\$ 3,684,028	\$ 46,576,894	\$ 61,429,956	76%	\$ 24,574,663

* 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 ended April 30, 2023

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	\$ 10,627,100	\$ 1,633,308	\$ 25,082,315	\$ 22,339,736	112%	\$ 1,742,115	\$ 21,186,028	\$ 22,479,736	94%	\$ 14,523,387
Special Revenue Funds										
15 - Motor Fuel Tax	269,412	67,757	1,120,927	1,176,560	95%	-	1,195,864	1,277,045	94%	194,475
72 - Land Cash	33,843	-	-	-	0%	-	33,843	-	0%	-
79 - Parks and Recreation	-	261,817	3,213,359	3,123,472	103%	228,151	2,804,255	3,218,472	87%	409,104
87 - Countryside TIF	(1,182,815)	-	232,124	232,133	100%	1,317	224,221	227,291	99%	(1,174,912)
88 - Downtown TIF	(1,639,928)	-	100,932	96,000	105%	2,592	38,095	87,612	43%	(1,577,092)
89 - Downtown TIF II	(6,626)	-	97,574	99,353	98%	-	1,563	30,500	5%	89,385
11 - Fox Hill SSA	21,577	-	21,501	21,500	100%	-	5,779	59,200	10%	37,300
12 - Sunflower SSA	2,385	-	21,000	21,000	100%	-	11,350	17,200	66%	12,035
Debt Service Fund										
42 - Debt Service	-	27,165	330,500	330,075	100%	-	329,798	330,075	100%	702
Capital Project Funds										
25 - Vehicle & Equipment	1,391,623	77,819	1,187,528	1,105,870	107%	36,550	1,142,100	2,235,223	51%	1,437,050
23 - City-Wide Capital	2,165,600	241,435	2,094,981	3,995,222	52%	122,718	2,766,795	5,592,073	49%	1,493,786
24 - Buildings & Grounds	10,002,255	119,641	1,240,696	1,007,229	123%	101,574	10,061,448	10,871,560	93%	1,181,503
Enterprise Funds										
* 51 - Water	3,791,199	833,772	5,936,924	5,779,003	103%	266,135	5,766,711	7,159,103	81%	3,961,412
* 52 - Sewer	1,001,490	477,770	4,836,889	6,604,721	73%	86,685	3,199,396	5,995,546	53%	2,638,984
Library Funds										
82 - Library Operations	746,898	4,793	1,844,257	1,736,773	106%	71,664	1,772,607	1,763,820	100%	818,548
84 - Library Capital	176,662	6,519	141,180	50,350	280%	7,174	59,747	85,500	70%	258,096
Total Funds	\$ 27,400,675	\$ 3,751,796	\$ 47,502,689	\$ 47,718,997	100%	\$ 2,666,674	\$ 50,599,601	\$ 61,429,956	82%	\$ 24,303,763

* 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 ended May 31, 2023

Cash Basis

	May Revenues	YTD Revenues	Revenue Budget	% of Budget	May Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 1,879,318	\$ 1,879,318	\$ 23,017,965	8%	\$ 1,462,655	\$ 1,462,655	\$ 23,017,965	6%
Special Revenue Funds								
15 - Motor Fuel Tax	77,473	77,473	999,400	8%	-	-	1,240,000	0%
79 - Parks and Recreation	381,353	381,353	3,370,030	11%	248,161	248,161	3,409,293	7%
87 - Countryside TIF	40,479	40,479	228,000	18%	45,213	45,213	227,436	20%
88 - Downtown TIF	11,472	11,472	122,000	9%	2,677	2,677	81,857	3%
89 - Downtown TIF II	14,221	14,221	146,000	10%	-	-	11,000	0%
11 - Fox Hill SSA	1,249	1,249	24,000	5%	-	-	60,640	0%
12 - Sunflower SSA	578	578	21,000	3%	-	-	18,640	0%
Capital Project Funds								
25 - Vehicle & Equipment	151,456	151,456	1,811,277	8%	67,968	67,968	2,678,788	3%
23 - City-Wide Capital	100,906	100,906	3,073,795	3%	62,938	62,938	4,396,994	1%
24 - Buildings & Grounds	65,134	65,134	33,174,623	0%	15,265	15,265	4,617,909	0%
Enterprise Funds								
* 51 - Water	153,263	153,263	16,264,301	1%	234,441	234,441	15,373,998	2%
* 52 - Sewer	190,926	190,926	3,036,752	6%	48,365	48,365	2,845,033	2%
Library Funds								
82 - Library Operations	148,298	148,298	1,866,778	8%	72,765	72,765	1,909,000	4%
84 - Library Capital	15,521	15,521	50,150	31%	-	-	114,500	0%
Total Funds	\$ 3,231,650	\$ 3,231,650	\$ 87,206,071	4%	\$ 2,260,449	\$ 2,260,449	\$ 60,003,053	4%

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2023-28

Agenda Item Summary Memo

Title: Travel Expense Authorization for Elected Officials

Meeting and Date: City Council – June 27, 2023

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM – 6/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2023-28

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: June 21, 2023
Subject: Travel Expense Authorization – Elected Officials

Summary

Approval of FY 24 travel expenses related to the IML Conference, Metrowest Drive Down and ICSC Recon show and also the FY25 ICSC Recon show.

Background

The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively in some cases. The attached forms cover all FY 24 travel for elected officials and additionally the FY25 ICSC Recon show for Mayor Purcell, due to the timing of the early May show.

The IML Annual Conference is hosted by the Illinois Municipal League in Chicago every Fall. This year's conference will occur on September 21-23. The IML Annual Conference is the premier conference for Illinois municipal government officials, and the City has a long history of sending any elected officials willing to attend the event. The travel costs associated with this event are typically limited to two nights of hotel stay per individual (sometimes three nights depending on personal and conference schedules) and parking fees. Hotel fees are typically higher than the employee manual guideline of \$150 per night because of the location of the conference in downtown Chicago. The approved travel policy allows the \$150 per night to be exceeded if the conference-associated hotel is chosen. In this case, the conference associated hotel is chosen. Parking fees are typically higher than most other conferences given the location in downtown Chicago, but historically elected officials have carpooled or taken the train into the conference.

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. The Mayor and City Administrator attended the May 2023 conference. The Recon show is the nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and the City Attorney or City Administrator have attended this conference each year for the past four years and we have found value in the conference. The travel costs for this event are typically limited to airfare. The City's economic development consultant has donated lodging accommodations to the City in years past. Also included is the FY25 request for the May 2024 show, due to the May date of the show, this will cover the authorization for that as well.

The MetroWest Legislative Drivedown is an event hosted by the MetroWest Council of Government. Every spring for the past several years, dozens of mayors, managers, and aldermen from municipalities in Kane, Kendall, and DeKalb counties have made the trek to Springfield to discuss municipal issues with state representatives, senators, and department directors. Those elected officials and staff members who have made the effort to attend have found the meetings and experience useful to

advancing municipal interests. The travel costs associated with this event are typically limited to one night of hotel stay per individual, and parking fees.

Recommendation

Staff recommends approval of the travel expense authorizations. For all authorizations, approval means the elected official has the ability to go to the conference without further City Council approval, but it does not guarantee that the elected official will be able to attend the conference or will actually attend the conference. Assuming the final costs are in line with the estimates shown in the attached authorizations, no subsequent approval by City Council will be required. Should the actual costs exceed the estimates, subsequent City Council approval will be required.



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Seaver Tarulis, Alderman Rusty Corneils

Date of Request: June 21, 2023

Date of Travel: September 21 – 23, 2023

Nature of Travel: IML Annual Conference

Lodging Expenses

Length of Stay: September 21, 22, 23

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

Total estimate: \$8100 plus tax

Meal Expenses

\$40 per day, per person

Total estimate: \$1080

Toll Expenses

None anticipated at this time.

2023 Mileage Expenses

None anticipated at this time.

Parking Expenses

Estimate: \$40 per car per night

Total Estimate: \$1080

Other Expenses (Airfare, Taxi, etc.)

Conference fees: \$310 per person

Total estimate: \$2,790

Total Reimbursement/Estimate

\$13,050 plus tax (estimated)

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

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

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell

Date of Request: June 21, 2023

Date of Travel: May 21 through May 24, 2023

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None anticipated at this time.

Meal Expenses

\$51.75 Sunday, \$67 Monday, \$67 Tuesday, \$51.75 Wednesday per employee manual policy: \$240 (estimated maximum)

Toll Expenses

None anticipated at this time.

2023 Mileage Expenses

None anticipated at this time.

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: \$508

Total Reimbursement/Estimate

\$ 745.50 plus tax (estimated)

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

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell

Date of Request: June 21, 2023

Date of Travel: May 23 through May 27, 2024

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None anticipated at this time.

Meal Expenses

\$51.75 Sunday, \$67 Monday, \$67 Tuesday, \$51.75 Wednesday per employee
manual policy: \$240 (estimated maximum)

Toll Expenses

None anticipated at this time.

2023 Mileage Expenses

None anticipated at this time.

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: \$600

Total Reimbursement/Estimate

\$ 837.50 plus tax (estimated)

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

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Seaver Tarulis, Alderman Rusty Corneils

Date of Request: June 21, 2023

Date of Travel: April 2024

Nature of Travel: Metrowest Drive Down

Lodging Expenses

Length of Stay: April (2 nights)

Estimate: \$200 per room per night per person, plus tax

Total estimate: \$3,600 plus tax

Meal Expenses

\$40 per day, per person

Total estimate: \$720

Toll Expenses

None anticipated at this time.

2022 Mileage Expenses

\$500 (car pool)

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Total Reimbursement/Estimate

\$4,820 plus tax (estimated)

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

Employee Signature

Department Head/Designee Signature



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2023-40

Agenda Item Summary Memo

Title: Places of Eating Tax Discussion

Meeting and Date: City Council – June 27, 2023

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: CC – 06/13/23 Action Taken: A discussion was held at the 6/13/23 City Council meeting.

Item Number: CC 2023-40

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: June 21, 2023
Subject: Places of Eating Tax Ordinance

Summary

Approval of an ordinance authorizing the implementation of a Places of Eating Tax, effective January 1, 2024.

Background

This was initially discussed as part of the FY 2024 Budget process, where it was decided by Council that a \$350,000 “Policy Decision” placeholder would temporarily be included in budgeted Water Fund revenues. The actual source of this revenue placeholder would be decided during the first half of FY 2024, consisting of a mid-year implementation of a Places of Eating Tax and/or a water rate increase.

More recently, at the May 30th and June 13th City Council meetings, the Places of Eating Tax was discussed as a possible revenue pledge for the proposed 2023 water bonds. As mentioned previously, this revenue pledge is a financial benchmark, created by the bond indenture (i.e., contract) or final bond ordinance, which requires the City to show that the revenue(s) being used to support annual debt service payments meet or exceed those amounts by at least 125%. Should Council desire to pledge the Places of Eating tax revenue stream for future debt issuances (WIFIA, IEPA Loans, etc.) relating to the DWC/Lake Michigan water sourcing project, it would need to be included as a pledge for the 2023 bonds as well, as present and future bond holders would require that revenue pledges remain consistent (i.e., at parity) for all bonds supported by Water system revenues. A conclusive decision regarding the approval of a places of eating tax would need to be determined by June 27th, in order for Council to adopt the final bond ordinance presently scheduled for July 11th.

The attached ordinance (Exhibit A) would establish a Places of Eating tax at “Eating Establishments” throughout the City, effective January 1, 2024. As defined in Section A, an Eating Establishment is a “premises located within the City where prepared food is sold at retail for immediate consumption, with indoor or outdoor seating or similar accommodations provided for consumption of the prepared food on the premises, whether consumed on the premises or not, and whether or not such places for eating use is conducted along with any other uses in a common premise or business establishment”. Section A also includes various examples of Eating Establishments (restaurants, fast food outlets, bars, etc.).

As noted in the red-line version (Exhibit D) of the ordinance, the Places of Eating tax rate (Section 1 B(i)) has been revised to reflect a rate of 1%, per the general consensus of City Council from the June 13th meeting. At a rate of 1%, the places of eating tax is estimated to generate approximately \$700,000 per fiscal year.

Furthermore, each owner of an eating establishment in the City would need to register with the Finance Department by December 1, 2023. Assuming approval of the ordinance, Finance Staff would plan on

reaching out proactively to affected eating establishments this Fall, to make the registration process as seamless as possible for business owners. Similar to Hotel/Motel and Amusement taxes, the Places of Eating Tax would be locally administered, with each applicable local business filling out a monthly tax form and then remitting directly to the City by the 20th of the following month. Additionally, the City's Finance and Administration Departments would be responsible for compliance and enforcement, as noted in Section 1 D, F and G of the ordinance.

Excerpts from the FY 2024 Budget Policy Decisions presentation (as presented by Administrator Olson in March) have been included showing which neighboring (Exhibit B) and other Illinois (Exhibit C) municipalities have implemented a places of eating/food & beverage tax. All of the municipalities listed (except for Chicago) have rates that vary between 1% and 2%. A 0.25% increase in any proposed rate for Yorkville would generate an additional \$175,000 (estimated).

Recommendation

Staff recommends approval of the attached Places of Eating Tax ordinance.

Ordinance No. 2023-_____**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AMENDING THE YORKVILLE CITY CODE, TITLE 3, CHAPTER 2, SECTION 3-2-10**

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

WHEREAS, Title 3, Chapter 5 of the Yorkville City Code, establishes business and license regulations and imposes various municipal taxes as permitted by law; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) reviewed Section 11-42-5 of the Illinois Municipal Code (65 ILCS 11-42-2) which authorizes the regulation and taxation of places for eating and have considered the imposition of a place for eating tax for the purpose of providing revenue to assist with the costs to be incurred by the City in connection with the project to construct a new water source for its businesses and residents; and,

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the City and its businesses and residents to amend Title 3, Chapter 2 of the Yorkville City Code to provide for the imposition of a place for eating tax as hereinafter provided.

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

Section 1. That Title 3, Chapter 2 of the Yorkville City Code, be and is hereby amended by adding the following Section 3-2-10:

“Sec. 3-2-10 Place for Eating Tax.

A. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Eating Establishment means premises located within the City where prepared food is sold at retail for immediate consumption, with indoor or outdoor seating or similar accommodations provided for consumption of the prepared food on the premises, whether consumed on the premises or not, and whether or not such places for eating use is conducted along with any other uses in a common premise or business establishment. The term “eating establishment” includes, but is not limited to, those establishments commonly called restaurant, eating place, drive-in restaurant, buffet, bakery, banquet facility, cafeteria, café, lunch counter, fast food outlet, catering service, coffee shop, diner, sandwich shop, soda fountain, bar, cocktail lounge, soft drink parlor, ice cream parlor, tea room, delicatessen, hotel, motel, or club, or any other establishment which sells at retail prepared food for immediate consumption. Prepared food sold for immediate consumption through a drive-through window or carry-out counter co-located with a restaurant or similar establishment shall be considered part of the eating establishment.

Gross Receipts means the consideration received, valued in money, whether received in money or otherwise, including cash, credits, property and services, at an eating establishment for prepared food furnished at the eating establishment. The term “gross receipts” does not include amounts paid for federal, state and local taxes, including the tax levied by this article, and does not include amounts paid as gratuities for the employees of the eating establishment.

Owner means any person having an ownership interest in or conducting the operation of an eating establishment.

Prepared food means and includes any solid, liquor (including both alcoholic and non-alcoholic), powder or item used or intended to be used for human internal consumption, whether simple, compound or mixed, and which has been prepared for immediate consumption.

Sold at Retail means to sell for use or consumption in exchange for a consideration whether in the form of money, credits, barter or any other nature, and not for resale, with the transaction being subject to either the state retailers' occupation tax, 35 ILCS 120/1 *et seq.*, or the state service occupation tax, 35 ILCS 115/1 *et seq.*

B. *Tax Imposed, Credit Sales:*

(i) The City hereby imposes upon owners of eating establishments a tax at the rate of one percent (1%) of gross receipts received for prepared food sold at retail by the owner commencing January 1, 2024. The tax levied in this section is in addition to any and all other taxes and charges.

(ii) The owner of an eating establishment may collect an amount from persons who purchase prepared food at the eating establishment which shall reimburse the owner for the tax imposed on the owner by this article. If the prepared food is sold at retail on credit, the owner shall not be liable for payment of the tax imposed by this article on such a sale until payment for the sale is made.

C. Every owner maintaining an eating establishment in the City subject to tax under this article shall register with the finance department by December 1, 2023, or the date of becoming such an owner, whichever is later.

D. *Transmittal of Tax Revenue by Owner, Delinquency and Late Fees:*

(i) The owner of each eating establishment shall file tax returns showing the gross receipts received during each calendar month period upon forms prescribed by the finance director. Returns for each calendar month shall be due on or before the twentieth (20th) day of the next calendar month.

(ii) Notwithstanding the provisions of subsection (a) of this section, if the owner of the eating establishment is allowed to file state retailers' occupation tax or state service occupation tax returns with the state department of revenue at intervals greater than monthly, the owner shall be allowed to file tax returns concerning the tax imposed by this article at the same intervals. At the time of the filing of the tax returns, the owner shall pay to the City all taxes due for the reported period.

(iii) If the owner is more than sixty (60) days delinquent in filing the required return or payment of the tax imposed, a \$100.00 late fee shall be assessed, in addition to any tax due. After imposition of the initial late fee, if a tax return or payment remains delinquent, a \$100.00 late fee shall be assessed for each additional 30-day period the return or payment remains delinquent.

E. *Transmittal of Excess Tax Collections.*

If any person collects an amount upon a sale not subject to the tax imposed hereby, but which amount is purported to be the collection of the tax, or if a person collects an amount upon a sale greater than the amount of the tax so imposed herein and does not for any reason return the same to the purchaser who paid the same before

filing the return for the period in which such occurred, the person shall account for and pay over those amounts to the City along with the tax properly collected.

F. *Action for Enforcement upon Failure to Pay Tax.*

Whenever any person shall fail to pay the tax imposed by this article, the City attorney shall, upon request of the City Administrator, bring or cause to be brought an action to enforce the payment of the tax on behalf of the City in any court of competent jurisdiction.

Sec. 38-118. Right of Entry for Inspection of Books and Records; Compliance with Recordkeeping Required.

- (i) The finance director or his/her designee may enter the premises of any eating establishment for inspection, examination, copying and auditing of books and records, including, but not limited to, state retailers' occupation tax and state service occupation tax returns filed with the state department of revenue, in order to verify collection of the tax imposed by this Article. To the extent reasonably possible, the entry shall be done in a manner that is least disruptive to the business.
- (ii) It is the duty of every owner to keep accurate and complete books and records to which the finance director or his/her designee shall have full access, including a record of gross receipts received on a daily basis.

G. *Penalties:*

- (i) Any owner found guilty of violation, disobeying, omitting, neglecting or refusing to comply with or unlawfully resisting or opposing the enforcement of any of the provisions of this article, except when otherwise

specifically provided, upon conviction thereof, shall be punished by a fine as permitted by law.

(ii) Each day upon which an owner continues to violate this article or permit any such violation to exist after notification thereof, shall constitute a separate and distinct offense.

(iii) Any owner subjected to the penalties provided for by this subsection shall not be discharged or released from the payment of any tax due.”

Section 2. This Ordinance shall be in full force and effect after its passage, publication, 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. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

Places of Eating Taxes and Sales Taxes

<u>Neighbors</u>	<u>Places of eating</u>	<u>Sales Tax</u>	<u>Effective Rate</u>
Aurora (DuPage)	1.75%	8.25%	10.00%
Aurora (Kane)	1.75%	8.25%	10.00%
Aurora (Kendall)	1.75%	8.50%	10.25%
Aurora (Will)	1.75%	8.25%	10.00%
Batavia	2.00%	8.00%	10.00%
Elburn	0.00%	8.00%	8.00%
Geneva	0.00%	8.00%	8.00%
Minooka (Will)	0.00%	7.00%	7.00%
Minooka (Kendall)	0.00%	7.25%	7.25%
Minooka (Grundy)	0.00%	6.25%	6.25%
Montgomery (Kane)	0.00%	8.00%	8.00%
Montgomery (Kendall)	0.00%	8.25%	8.25%
Naperville, downtown	1.75%	7.75%	9.50%
Naperville, non downtown	1.00%	7.75%	8.75%
North Aurora	0.00%	7.50%	7.50%
Oswego (Kendall)	1.00%	8.50%	9.50%
Oswego (Will)	1.00%	8.25%	9.25%
Plainfield (Kendall)	0.00%	8.75%	8.75%
Plainfield (Will)	0.00%	8.50%	8.50%
Plano	0.00%	7.25%	7.25%
Sandwich (Kendall)	0.00%	8.25%	8.25%
Sandwich (DeKalb)	0.00%	7.25%	7.25%
Shorewood	0.00%	8.75%	8.75%
St Charles	0.00%	8.00%	8.00%
Sugar Grove	0.00%	8.00%	8.00%
Yorkville	0.00%	8.25%	8.25%

Places of Eating Taxes and Sales Taxes

<u>Rest of Illinois</u>	<u>Places of eating</u>	<u>Sales Tax</u>		<u>Rest of Illinois</u>	<u>Places of eating</u>	<u>Sales Tax</u>	<u>#VALUE!</u>
Addison	0.00%	8.25%	8.25%	Lemont (Will)	0.00%	8.00%	8.00%
Arlington Heights (Cook)	1.25%	10.00%	11.25%	Lombard	2.00%	8.00%	10.00%
Arlington Heights (Lake)	1.25%	8.00%	9.25%	Lynwood	1.00%	9.00%	10.00%
Barrington (Cook)	0.00%	9.00%	9.00%	Matteson (Cook)	1.00%	10.00%	11.00%
Barrington (Lake)	0.00%	7.00%	7.00%	Matteson (Will)	1.00%	8.00%	9.00%
Bartlett (Cook)	0.00%	10.00%	10.00%	Morton Grove	1.00%	10.25%	11.25%
Bartlett (DuPage)	0.00%	8.00%	8.00%	Mount Prospect	1.00%	10.00%	11.00%
Bartlett (Kane)	0.00%	8.00%	8.00%	Niles	1.00%	10.25%	11.25%
Bensenville (Cook)	0.00%	10.00%	10.00%	Oak Brook (Cook)	0.00%	9.50%	9.50%
Bensenville (DuPage)	0.00%	8.00%	8.00%	Oak Brook (DuPage)	0.00%	7.50%	7.50%
Bloomington	2.00%	8.75%	10.75%	Oakbrook Terrace	1.50%	8.00%	9.50%
Bolingbrook	1.50%	8.50%	10.00%	Palos Hills	1.00%	9.00%	10.00%
Brookfield	1.00%	10.00%	11.00%	Palos Park	2.00%	9.50%	11.50%
Buffalo Grove (Cook)	1.00%	10.00%	11.00%	Park Ridge	1.00%	10.00%	11.00%
Buffalo Grove (Lake)	1.00%	8.00%	9.00%	Prospect Heights	1.50%	9.50%	11.00%
Burr Ridge (Cook)	1.00%	9.25%	10.25%	Quincy	1.00%	8.00%	9.00%
Burr Ridge (DuPage)	1.00%	7.25%	8.25%	River Forest	1.00%	10.00%	11.00%
Carol Stream	0.00%	8.00%	8.00%	Rolling Meadows	2.00%	10.00%	12.00%
Carpentersville	0.00%	9.00%	9.00%	Romeoville	0.00%	8.50%	8.50%
Chicago	0.50%	10.25%	10.75%	Roselle (Cook)	1.25%	9.00%	10.25%
Clarendon Hills	1.00%	7.00%	8.00%	Roselle (DuPage)	1.25%	7.00%	8.25%
Countryside	1.00%	9.75%	10.75%	Schaumburg (Cook)	2.00%	10.00%	12.00%
Darien	1.25%	8.00%	9.25%	Schaumburg (DuPage)	2.00%	8.00%	10.00%
Decatur	2.00%	9.25%	11.25%	Stickney	1.75%	10.25%	12.00%
Deerfield (Cook)	1.00%	10.00%	11.00%	Villa Park	1.50%	8.00%	9.50%
Deerfield (Lake)	1.00%	8.00%	9.00%	West Chicago	0.00%	8.00%	8.00%
Downers Grove	1.50%	8.00%	9.50%	West Dundee	1.00%	8.50%	9.50%
Elk Grove (Cook)	1.00%	10.00%	11.00%	Westmont	2.00%	7.50%	9.50%
Elk Grove (DuPage)	1.00%	8.00%	9.00%	Wheeling	1.00%	10.00%	11.00%
Elmhurst (Cook)	1.00%	10.00%	11.00%	Willowbrook	1.00%	8.00%	9.00%
Elmhurst (DuPage)	1.00%	8.00%	9.00%	Winfield	0.00%	7.50%	7.50%
Forest Park	0.00%	10.00%	10.00%	Zion	0.00%	7.00%	7.00%
Glen Ellyn	1.50%	8.25%	9.75%				
Glencoe	1.00%	9.00%	10.00%				
Glendale Heights	1.00%	8.25%	9.25%				
Gurnee	1.00%	8.00%	9.00%				
Hampshire	2.00%	7.00%	9.00%				
Hillside	0.00%	10.00%	10.00%				
Hinsdale (Cook)	1.00%	10.00%	11.00%				
Hinsdale (DuPage)	1.00%	8.00%	9.00%				
Hoffman Estates (Cook)	2.00%	10.00%	12.00%				
Hoffman Estates (Kane)	2.00%	8.00%	10.00%				
Itasca	1.00%	7.50%	8.50%				
Lemont (Cook)	0.00%	10.00%	10.00%				
Lemont (DuPage)	0.00%	8.00%	8.00%				

Ordinance No. _____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AMENDING THE YORKVILLE CITY CODE, TITLE 3, CHAPTER 2, SECTION 3-2-10**

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

WHEREAS, Title 3, Chapter 5 of the Yorkville City Code, establishes business and license regulations and imposes various municipal taxes as permitted by law; and,

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) reviewed Section 11-42-5 of the Illinois Municipal Code (65 ILCS 11-42-2) which authorizes the regulation and taxation of places for eating and have considered the imposition of a place for eating tax for the purpose of providing revenue to assist with the costs to be incurred by the City in connection with the project to construct a new water source for its businesses and residents; and,

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the City and its businesses and residents to amend Title 3, Chapter 2 of the Yorkville City Code to provide for the imposition of a place for eating tax as hereinafter provided.

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

Section 1. That Title 3, Chapter 2 of the Yorkville City Code, be and is hereby amended by adding the following Section 3-2-10:

“Sec. 3-2-10 Place for Eating Tax.

A. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Eating Establishment means premises located within the City where prepared food is sold at retail for immediate consumption, with indoor or outdoor seating or similar accommodations provided for consumption of the prepared food on the premises, whether consumed on the premises or not, and whether or not such places for eating use is conducted along with any other uses in a common premise or business establishment. The term “eating establishment” includes, but is not limited to, those establishments commonly called restaurant, eating place, drive-in restaurant, buffet, bakery, banquet facility, cafeteria, café, lunch counter, fast food outlet, catering service, coffee shop, diner, sandwich shop, soda fountain, bar, cocktail lounge, soft drink parlor, ice cream parlor, tea room, delicatessen, hotel, motel, or club, or any other establishment which sells at retail prepared food for immediate consumption. Prepared food sold for immediate consumption through a drive-through window or carry-out counter co-located with a restaurant or similar establishment shall be considered part of the eating establishment.

Gross Receipts means the consideration received, valued in money, whether received in money or otherwise, including cash, credits, property and services, at an eating establishment for prepared food furnished at the eating establishment.

The term “gross receipts” does not include amounts paid for federal, state and local taxes, including the tax levied by this article, and does not include amounts paid as gratuities for the employees of the eating establishment.

Owner means any person having an ownership interest in or conducting the operation of an eating establishment.

Prepared food means and includes any solid, liquor (including both alcoholic and non-alcoholic liquid), powder or item used or intended to be used for human internal consumption, whether simple, compound or mixed, and which has been prepared for immediate consumption.

Sold at Retail means to sell for use or consumption in exchange for a consideration whether in the form of money, credits, barter or any other nature, and not for resale, with the transaction being subject to either the state retailers' occupation tax, 35 ILCS 120/1 *et seq.*, or the state service occupation tax, 35 ILCS 115/1 *et seq.*

B. *Tax Imposed, Credit Sales:*

(i) The City hereby imposes upon owners of eating establishments a tax at the rate of one percent (1%) of gross receipts received for prepared food sold at retail by the owner commencing January 1, 2024. The tax levied in this section is in addition to any and all other taxes and charges.

(ii) The owner of an eating establishment may collect an amount from persons who purchase prepared food at the eating establishment which shall reimburse the owner for the tax imposed on the owner by this article. If the prepared food is sold at retail on credit, the owner shall not be liable for payment of the tax imposed by this article on such a sale until payment for the sale is made.

C. Every owner maintaining an eating establishment in the City subject to tax under this article shall register with the finance department by December 1, 2023, or the date of becoming such an owner, whichever is later.

D. *Transmittal of Tax Revenue by Owner, Delinquency and Late Fees:*

(i) The owner of each eating establishment shall file tax returns showing the gross receipts received during each calendar month period upon forms prescribed by the finance director. Returns for each calendar month shall be due on or before the twentieth (20th) day of the next calendar month.

Formatted: Superscript

(ii) Notwithstanding the provisions of subsection (a) of this section, if the owner of the eating establishment is allowed to file state retailers' occupation tax or state service occupation tax returns with the state department of revenue at intervals greater than monthly, the owner shall be allowed to file tax returns concerning the tax imposed by this article at the same intervals. At the time of the filing of the tax returns, the owner shall pay to the City all taxes due for the reported period.

(iii) If the owner is more than sixty (60) days delinquent in filing the required return or payment of the tax imposed, a \$100.00 late fee shall be assessed, in addition to any tax due. After imposition of the initial late fee, if a tax return or payment remains delinquent, a \$100.00 late fee shall be assessed for each additional 30-day period the return or payment remains delinquent.

E. *Transmittal of Excess Tax Collections.*

If any person collects an amount upon a sale not subject to the tax imposed hereby, but which amount is purported to be the collection of the tax, or if a person collects an amount upon a sale greater than the amount of the tax so imposed herein and does not for any reason return the same to the purchaser who paid the same before

filing the return for the period in which such occurred, the person shall account for and pay over those amounts to the City along with the tax properly collected.

F. *Action for Enforcement upon Failure to Pay Tax.*

Whenever any person shall fail to pay the tax imposed by this article, the City attorney shall, upon request of the City Administrator, bring or cause to be brought an action to enforce the payment of the tax on behalf of the City in any court of competent jurisdiction.

Sec. 38-118. Right of Entry for Inspection of Books and Records; Compliance with Recordkeeping Required.

- (i) The finance director or his/her designee may enter the premises of any eating establishment for inspection, examination, copying and auditing of books and records, including, but not limited to, state retailers' occupation tax and state service occupation tax returns filed with the state department of revenue, in order to verify collection of the tax imposed by this Article. To the extent reasonably possible, the entry shall be done in a manner that is least disruptive to the business.
- (ii) It is the duty of every owner to keep accurate and complete books and records to which the finance director or his/her designee shall have full access, including a record of gross receipts received on a daily basis.

G. *Penalties:*

- (i) Any owner found guilty of violation, disobeying, omitting, neglecting or refusing to comply with or unlawfully resisting or opposing the enforcement of any of the provisions of this article, except when otherwise

specifically provided, upon conviction thereof, shall be punished by a fine as permitted by law.

(ii) Each day upon which an owner continues to violate this article or permit any such violation to exist after notification thereof, shall constitute a separate and distinct offense.

(iii) Any owner subjected to the penalties provided for by this subsection shall not be discharged or released from the payment of any tax due.”

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2023.

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2023.

Mayor

Attest:

City Clerk



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2023-43

Agenda Item Summary Memo

Title: Lake Michigan Engineering Escrow Ordinance and IGA Amendment

Meeting and Date: City Council – June 27, 2023

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 22, 2023
Subject: Lake Michigan engineering escrow agreement amendment

Summary

Consideration of an amended intergovernmental agreement for design engineering costs for the first and second phase of the Lake Michigan water source project.

Background

This item was last discussed at the April 25, 2023 City Council meeting, when the City Council approved an intergovernmental agreement for design engineering costs (meeting materials attached). This agreement covered the initial \$200k deposit from each of Montgomery, Oswego, and Yorkville for the phase I design engineering contracts between DWC and their chosen engineer (DWC's procurement process will conclude at their mid-June board meeting). The City made the \$200k initial deposit payment on Friday, June 16.

Since that meeting, the DuPage Water Commission has approved a design engineering agreement at a total amount of ~\$4.2m, with Yorkville's equal cost share at ~\$1.4m. After a review of the timing of those agreement expenditures, each organization's administrator agreed to a tentative deposit schedule of \$800k due from the City to DWC by July 20th and \$410k due from the City to DWC by September 30th. Accordingly, we have prepared a revised intergovernmental agreement to reflect those payments, and a FY 24 budget amendment that covers these payments.

The phase I design engineering is expected to wrap up around the end of this calendar year, giving us an idea of a couple water transmission pipe routes, early information on easements needing to be acquired, and some other high level project information.

Recommendation

Staff recommends approval of the amended intergovernmental agreement covering phase 1 and phase 2 engineering costs for the Lake Michigan water supply project, and the FY 24 budget amendment.

Ordinance No. 2023-____

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING ON APRIL 30, 2024

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 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2023-14 on April 25, 2023 adopting an annual budget for the fiscal year commencing on May 1, 2023 and ending on April 30, 2024; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Water fund with respect to the United City of Yorkville’s 2023-2024 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2023.

CITY CLERK

DAN TRANSIER _____

KEN KOCH _____

CRAIG SOLING _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

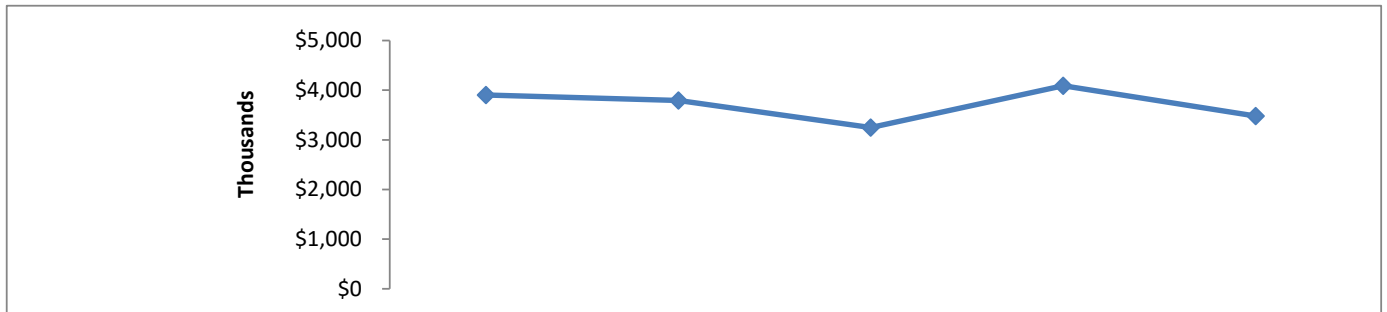
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2023.

MAYOR

WATER FUND (51)

The Water Fund is an enterprise fund which is comprised of both a capital and operational budget. The capital portion is used for the improvement and expansion of water infrastructure, while the operational side is used to service and maintain City water systems.

	FY 2021 Actual	FY 2022 Actual	<u>Revised</u> FY 2023 Projected	FY 2024 Adopted Budget	FY 2024 Amended Budget
Revenue					
Licenses & Permits	\$ -	\$ -	\$ 100,000	\$ 350,000	\$ 350,000
Charges for Service	5,062,645	4,944,694	5,587,000	5,459,210	5,459,210
Investment Earnings	1,302	(27,633)	30,000	35,000	35,000
Reimbursements	2,524	2,920	2,021	48,500	48,500
Miscellaneous	100,469	105,950	107,351	109,134	109,134
Other Financing Sources	179,020	180,233	177,859	10,262,457	10,262,457
Total Revenue	\$ 5,345,960	\$ 5,206,164	\$ 6,004,231	\$ 16,264,301	\$ 16,264,301
Expenditures					
Salaries	\$ 453,904	\$ 488,536	\$ 521,785	\$ 613,000	\$ 613,000
Benefits	235,333	234,464	282,245	315,829	315,829
Contractual Services	896,256	1,160,985	1,060,774	2,732,234	2,732,234
Supplies	414,134	480,005	462,000	469,600	469,600
Capital Outlay	407,285	1,136,503	2,566,742	10,218,820	10,828,820
Debt Service	2,305,935	1,815,830	1,654,108	975,291	975,291
Other Financing Uses	-	-	-	97,224	97,224
Total Expenses	\$ 4,712,847	\$ 5,316,323	\$ 6,547,654	\$ 15,421,998	\$ 16,031,998
Surplus (Deficit)	\$ 633,113	\$ (110,159)	\$ (543,423)	\$ 842,303	\$ 232,303
Ending Fund Balance Equivalent	\$ 3,901,358	\$ 3,791,199	\$ 3,247,776	\$ 4,090,079	\$ 3,480,079
	82.8%	71.3%	49.6%	26.5%	21.7%



United City of Yorkville

Water Fund

51

WATER FUND REVENUE

WATER FUND REVENUE				Revised	FY 2024	FY 2024
Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Projected	Adopted Budget	Amended Budget
Licenses & Permits						
51-000-40-00-40XX	WATER POLICY DECISION	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000
51-000-41-00-4166	DCEO-GENERAL INFRA GRANT	-	-	100,000	-	-
Total:	Licenses & Permits	\$ -	\$ -	\$ 100,000	\$ 350,000	\$ 350,000
Charges for Services						
51-000-44-00-4424	WATER SALES	\$ 3,300,613	\$ 3,447,225	\$ 3,850,000	\$ 3,965,500	\$ 3,965,500
51-000-44-00-4425	BULK WATER SALES	7,900	6,050	-	5,000	5,000
51-000-44-00-4426	LATE PENALTIES - WATER	755	140,331	164,000	168,920	168,920
51-000-44-00-4430	WATER METER SALES	241,930	209,245	180,000	100,000	100,000
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	822,094	858,759	893,000	919,790	919,790
51-000-44-00-4450	WATER CONNECTION FEES	689,353	283,084	500,000	300,000	300,000
Total:	Charges for Services	\$ 5,062,645	\$ 4,944,694	\$ 5,587,000	\$ 5,459,210	\$ 5,459,210
Investment Earnings						
51-000-45-00-4500	INVESTMENT EARNINGS	\$ 1,302	\$ 2,030	\$ 30,000	\$ 35,000	\$ 35,000
51-000-45-4550	GAINS ON INVESTMENT	-	(29,663)	-	-	-
Total:	Investment Earnings	\$ 1,302	\$ (27,633)	\$ 30,000	\$ 35,000	\$ 35,000
Reimbursements						
51-000-46-00-4690	REIMB - MISCELLANEOUS	\$ 2,524	\$ 2,920	\$ 2,021	\$ 48,500	\$ 48,500
Total:	Reimbursements	\$ 2,524	\$ 2,920	\$ 2,021	\$ 48,500	\$ 48,500
Miscellaneous						
51-000-48-00-4820	RENTAL INCOME	\$ 100,010	\$ 102,305	\$ 105,351	\$ 108,134	\$ 108,134
51-000-48-00-4850	MISCELLANEOUS INCOME	459	3,645	2,000	1,000	1,000
Total:	Miscellaneous	\$ 100,469	\$ 105,950	\$ 107,351	\$ 109,134	\$ 109,134
Other Financing Sources						
51-000-49-00-4900	BOND PROCEEDS	\$ -	\$ -	\$ -	\$ 9,265,000	\$ 9,265,000
51-000-49-00-4903	PREMIUM ON BOND INSURANCE	-	-	-	818,705	818,705
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	103,895	104,558	104,209	104,627	104,627
51-000-49-00-4952	TRANSFER FROM SEWER	75,125	75,675	73,650	74,125	74,125
Total:	Other Financing Sources	\$ 179,020	\$ 180,233	\$ 177,859	\$ 10,262,457	\$ 10,262,457
Total: WATER FUND REVENUE		\$ 5,345,960	\$ 5,206,164	\$ 6,004,231	\$ 16,264,301	\$ 16,264,301

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description				<u>Revised</u>	FY 2024	FY 2024
		FY 2021	FY 2022	FY 2023	FY 2023	Adopted	Amended
		Actual	Actual	Projected	Projected	Budget	Budget
Salaries							
51-510-50-00-5010	SALARIES & WAGES	\$ 442,918	\$ 475,333	\$ 510,785		\$ 576,000	\$ 576,000
51-510-50-00-5015	PART-TIME SALARIES	-	3,488	-		15,000	15,000
51-510-50-00-5020	OVERTIME	10,986	9,715	11,000		22,000	22,000
	Total: Salaries	\$ 453,904	\$ 488,536	\$ 521,785		\$ 613,000	\$ 613,000
Benefits							
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	\$ 50,683	\$ 49,803	\$ 43,500		\$ 40,209	\$ 40,209
51-510-52-00-5214	FICA CONTRIBUTION	33,514	35,808	39,500		45,058	45,058
51-510-52-00-5216	GROUP HEALTH INSURANCE	111,960	107,445	148,855		174,548	174,548
51-510-52-00-5222	GROUP LIFE INSURANCE	540	781	722		909	909
51-510-52-00-5223	DENTAL INSURANCE	7,127	8,579	11,677		12,759	12,759
51-510-52-00-5224	VISION INSURANCE	1,188	1,275	1,410		1,705	1,705
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	1,054	1,479	1,453		2,000	2,000
51-510-52-00-5231	LIABILITY INSURANCE	29,267	29,294	35,128		38,641	38,641
	Total: Benefits	\$ 235,333	\$ 234,464	\$ 282,245		\$ 315,829	\$ 315,829
Contractual Services							
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	\$ 124,225	\$ 126,596	\$ 133,075		\$ 138,174	\$ 138,174
51-510-54-00-5402	BOND ISSUANCE COSTS	-	-	-		528,705	528,705
51-510-54-00-5404	WATER METER REPLACEMENT PROGRAM	-	-	-		900,000	900,000
51-510-54-00-5412	TRAINING & CONFERENCES	713	2,079	3,000		9,200	9,200
51-510-54-00-5415	TRAVEL & LODGING	158	34	1,250		4,000	4,000
51-510-54-00-5415	COMPUTER REPLACEMENT CHARGEBACK	-	453	8,147		1,112	1,112
51-510-54-00-5426	PUBLISHING & ADVERTISING	304	-	500		500	500
51-510-54-00-5429	WATER SAMPLES	7,888	8,167	8,500		8,500	8,500
51-510-54-00-5430	PRINTING & DUPLICATING	2,595	3,690	3,250		3,250	3,250
51-510-54-00-5440	TELECOMMUNICATIONS	40,601	47,954	50,000		50,000	50,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	228,211	305,648	325,000		360,000	360,000
51-510-54-00-5448	FILING FEES	1,129	1,541	2,000		2,500	2,500
51-510-54-00-5452	POSTAGE & SHIPPING	19,944	18,075	25,000		25,000	25,000
51-510-54-00-5453	BUILDING & GROUNDS CHARGEBACK	-	10,843	20,768		27,290	27,290
51-510-54-00-5460	DUES & SUBSCRIPTIONS	1,336	3,821	2,500		2,500	2,500
51-510-54-00-5462	PROFESSIONAL SERVICES	92,584	134,702	116,000		160,000	160,000
51-510-54-00-5465	ENGINEERING SERVICES	66,487	131,407	7,420		137,500	137,500
51-510-54-00-5480	UTILITIES	290,225	329,524	318,526		337,638	337,638
51-510-54-00-5483	JULIE SERVICES	1,097	4,002	4,500		4,500	4,500
51-510-54-00-5485	RENTAL & LEASE PURCHASE	2,125	3,459	2,000		2,500	2,500
51-510-54-00-5488	OFFICE CLEANING	1,290	1,270	1,395		1,465	1,465

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description				<u>Revised</u>	FY 2024	FY 2024
		FY 2021	FY 2022	FY 2023	FY 2023	Adopted	Amended
		Actual	Actual	Projected	Projected	Budget	Budget
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	5,092	12,141	12,000		12,000	12,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	6,559	12,709	10,000		10,000	10,000
51-510-54-00-5498	PAYING AGENT FEES	1,299	1,299	943		900	900
51-510-54-00-5499	BAD DEBT	2,394	1,571	5,000		5,000	5,000
	Total: Contractual Services	\$ 896,256	\$ 1,160,985	\$ 1,060,774		\$ 2,732,234	\$ 2,732,234
Supplies							
51-510-56-00-5600	WEARING APPAREL	\$ 4,743	\$ 4,484	\$ 9,000		\$ 9,000	\$ 9,000
51-510-56-00-5620	OPERATING SUPPLIES	9,230	9,651	11,000		17,000	17,000
51-510-56-00-5628	VEHICLE MAINTENANCE SUPPLIES	1,306	3,287	2,500		2,500	2,500
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	4,255	4,326	4,000		4,000	4,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	176,801	167,223	190,000		199,500	199,500
51-510-56-00-5640	REPAIR & MAINTENANCE	16,099	28,090	27,500		27,500	27,500
51-510-56-00-5664	METERS & PARTS	185,090	235,749	185,000		175,000	175,000
51-510-56-00-5665	JULIE SUPPLIES	1,668	1,196	3,000		3,000	3,000
51-510-56-00-5695	GASOLINE	14,942	25,999	30,000		32,100	32,100
	Total: Supplies	\$ 414,134	\$ 480,005	\$ 462,000		\$ 469,600	\$ 469,600
Capital Outlay							
51-510-60-00-6011	WATER SOURCING-DWC	\$ -	\$ -	\$ 181,290		\$ 1,870,000	\$ 2,480,000
51-510-60-00-6015	WATER TOWER REHABILITATION	-	21,619	212,708		550,000	550,000
51-510-60-00-6022	WELL REHABILITATIONS	-	68,498	538,734		53,500	53,500
51-510-60-00-6025	WATERMAIN REPLACEMENT PROGRAM	26,273	807,678	1,334,294		3,874,500	3,874,500
51-510-60-00-6029	WELL#10/MAIN & TREATMENT PLANT	-	-	25,000		3,529,000	3,529,000
51-510-60-00-6059	US34 (IL RT47/ORCHARD RD) PROJECT	-	-	-		23,000	23,000
51-510-60-00-6060	EQUIPMENT	7,696	-	10,940		87,000	87,000
51-510-60-00-6065	BEAVER STREET BOOSTER STATION	32,046	190,424	109,099		-	-
51-510-60-00-6066	RTE 71 WATERMAIN RELOCATION	49,546	-	-		12,025	12,025
51-510-60-00-6068	WELL 7 STANDBY GENERATOR	-	-	-		35,000	35,000
51-510-60-00-6070	VEHICLES	89,984	-	133,664		48,000	48,000
51-510-60-00-6079	ROUTE 47 EXPANSION	45,372	45,372	18,905		-	-
51-510-60-00-6081	CATION EXCHANGE MEDIA REPLACEMENT	156,368	2,912	2,108		-	-
51-510-75-00-7505	DEVELOPER COMMITMENT	-	-	-		136,795	136,795
	Total: Capital Outlay	\$ 407,285	\$ 1,136,503	\$ 2,566,742		\$ 10,218,820	\$ 10,828,820
Debt Service - 2015A Bond							
51-510-77-00-8000	PRINCIPAL PAYMENT	\$ 297,837	\$ 312,545	\$ 323,576		\$ 338,284	\$ 338,284
51-510-77-00-8050	INTEREST PAYMENT	140,167	128,254	115,752		102,809	102,809
	Total: Debt Service - 2015A Bond	\$ 438,004	\$ 440,799	\$ 439,328		\$ 441,093	\$ 441,093

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description				<u>Revised</u>	FY 2024	FY 2024
		FY 2021	FY 2022	FY 2023		Adopted	Amended
		Actual	Actual	Projected		Budget	Budget
Debt Service - 2016 Refunding Bond							
51-510-85-00-8000	PRINCIPAL PAYMENT	\$ 1,475,000	\$ 1,040,000	\$ 915,000		\$ -	\$ -
51-510-85-00-8050	INTEREST PAYMENT	117,650	58,650	27,450		-	-
Total:	Debt Service - 2016 Refunding Bond	\$ 1,592,650	\$ 1,098,650	\$ 942,450		\$ -	\$ -
Debt Service - 2023 Bond							
51-510-86-00-8000	PRINCIPAL PAYMENT	\$ -	\$ -	\$ -		\$ -	\$ -
51-510-86-00-8050	INTEREST PAYMENT	-	-	-		260,918	260,918
Total:	Debt Service - 2023 Bond	\$ -	\$ -	\$ -		\$ 260,918	\$ 260,918
Debt Service - IEPA Loan L17-156300							
51-510-89-00-8000	PRINCIPAL PAYMENT	\$ 107,050	\$ 109,743	\$ 112,503		\$ 115,333	\$ 115,333
51-510-89-00-8050	INTEREST PAYMENT	17,981	15,288	12,527		9,697	9,697
Total:	Debt Service - IL EPA Loan 156300	\$ 125,031	\$ 125,031	\$ 125,030		\$ 125,030	\$ 125,030
Debt Service - 2014C Refunding Bond							
51-510-94-00-8000	PRINCIPAL PAYMENT	\$ 130,000	\$ 135,000	\$ 135,000		\$ 140,000	\$ 140,000
51-510-94-00-8050	INTEREST PAYMENT	20,250	16,350	12,300		8,250	8,250
Total:	Debt Service - 2014C Ref Bond	\$ 150,250	\$ 151,350	\$ 147,300		\$ 148,250	\$ 148,250
51-510-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	\$ -	\$ -	\$ -		\$ 97,224	\$ 97,224
Total: WATER OPERATIONS		<u>\$ 4,712,847</u>	<u>\$ 5,316,323</u>	<u>\$ 6,547,654</u>		<u>\$ 15,421,998</u>	<u>\$ 16,031,998</u>

Resolution No. 2023-_____

**RESOLUTION APPROVING AN AMENDED AND RESTATED ESCROW
INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE UNITED CITY OF
YORKVILLE, THE VILLAGE OF OSWEGO, THE VILLAGE OF MONTGOMERY AND
THE DUPAGE WATER COMMISSION**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego ("*Oswego*") and the Village of Montgomery ("*Montgomery*") are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution (collectively, the "*Municipalities*"); and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to 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; and

WHEREAS, the DuPage Water Commission (the "*Commission*") is a county water commission and public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating contracts for the sale of Lake Michigan water to the Municipalities from the Commission's Waterworks System; and

WHEREAS, the Commission will design, construct, own, operate and maintain the water main (the "*Project*") required to transmit the water; and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual connections to serve the Municipal System, costs which will include but

not be limited to engineering, property acquisition, and easement acquisitions (the “*Commission Expenses*”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the main and connections prior to the execution of the water purchase and sale contracts and construction contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses pursuant to the terms as stated in the attached Amended and Restated Intergovernmental Agreement; and

WHEREAS, the Mayor and the City Council approved an Escrow Intergovernmental Agreement Among the United City of Yorkville, Village of Oswego, Village of Montgomery and the DuPage Water System on April 25, 2023; and

WHEREAS, the DuPage Water Commission has since approved a design engineering agreement containing a projected total cost for the Project; and

WHEREAS, the Municipalities and Commission desire to enter into an amended intergovernmental agreement reflecting additional payments to be made by the Municipalities to the Commission to cover the projected total cost of the Project.

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. *Amended and Restated Escrow Intergovernmental Agreement*, in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

AMENDED AND RESTATED ESCROW INTERGOVERNMENTAL AGREEMENT

This Amended and Restated Escrow Intergovernmental Agreement (the “Amended Escrow Agreement”) is dated the _____ day of _____, 2023 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement (the “Customer Agreement”) with the DuPage Water Commission, and have applied to the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”), for a Lake Michigan Water Allocation Permit (“Permit”); and

WHEREAS, the Municipalities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of Lake Michigan water to member customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2030, and Montgomery in 2032; and

WHEREAS, pending a Permit from the IDNR, the Municipalities seek to connect to Lake Michigan through the DWC; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Commission’s water supply contract with the City of Chicago is set to expire in 2024 and the Commission is 1) exploring an alternative solution to obtaining Lake Michigan water and at the same time, 2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating Water Purchase and Sale Contracts for the sale of Lake Michigan water to the Municipalities from the Commission’s Waterworks System; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line and be directly connected to the Commission’s Waterworks System (the “Direct Connection”), through the construction and extension of the Commission’s water transmission infrastructure as preliminarily described in Exhibit A (the “Transmission Main”), such that the Municipal Systems will connect through the Transmission Main to the Commission’s Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the “Project”); and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the Transmission Main and Direct Connections prior to the execution of the Water Purchase and Sale Contracts and Construction Contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses; and

WHEREAS, the Commission has executed a contract with Lockwood, Andrews and Newnam, Inc. (“LAN”) to perform Phase I engineering services, including preliminary design and determination of transmission main routings (the “Phase I Services”); and

WHEREAS, the cost of services to complete the Phase I Services from LAN by February 28, 2024, is in the amount of \$4,263,649.00 plus reimbursable costs; and

WHEREAS, the Municipalities agree that they are responsible for those expenses incurred for Phase I Services performed and completed within the scope of services of the contract between the Commission and LAN; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Amended Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Amended Escrow Agreement as if fully set forth herein.
2. Montgomery, Oswego, and Yorkville will each make deposits into the Commission's escrow account in accordance with the following schedule:
 - a. On or before June 16, 2023 - \$200,000.00;
 - b. On or before July 21, 2023 - \$800,000.00; and
 - c. On or before September 30, 2023 - \$410,000.00,for a total amount of \$4,230,000.00 in the form of cash to be held by the Commission in escrow ("Escrow Account").
3. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses.
4. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: 1) showing the starting and ending balances for that quarter in the Escrow Account; 2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Escrow Agreement relative to the Escrow Account.
5. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the "Pay Request") and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.
6. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure in Paragraph 10.

7. This Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:

- a. Two years from the date of this Escrow Agreement;
- b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission;
- c. Upon the Municipalities' written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission; or
- d. Any failure of one or more of the Municipalities to make any payment required under this Agreement within seven days after being notified of the failure to pay.

No monies will be returned to the Municipalities until a full accounting has been completed of the expenditures incurred under this Agreement.

8. If at any time during the term of this Amended Escrow Agreement, the balance in the Escrow Account is less than Two Hundred Thousand Dollars (\$200,000.00), the Commission will notify the Municipalities. Within thirty (30) days of the Commission notifying the Municipalities under this Paragraph 8, Montgomery, Oswego, and Yorkville will each pay the Commission its proportionate or equal share of the request but not to exceed One Hundred Thousand Dollars (\$100,000.00) for deposit into the Escrow Account.

9. The Commission will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to review and seek consensus of the progress of the Project and at each engineering design milestone such as 30, 50, 90% completion.

10. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Amended Escrow Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association,

unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 13 below, with copies sent to the American Arbitration Association.

11. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

12. There are no third-party beneficiaries of this Amended Escrow Agreement and nothing in this Amended Escrow Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

13. Any notices under this Amended Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgalaw.com

If to the Municipalities:

Village Manager
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Manager
Village of Montgomery
200 N River Street
Montgomery, IL 60538

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

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

14. Each Municipality will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the Phase I Services due to that Municipality's failure to comply with the payment obligations arising under this Amended Escrow Agreement.

15. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will not assign this Amended Escrow Agreement or any right or privilege any Municipalities and the Commission may have under this Amended Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- b. This Amended Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Amended Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Amended Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Amended Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Amended Escrow Agreement; and (iv) the entering into this Amended Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Amended Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Amended Escrow Agreement.

- e. This Amended Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Amended Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____



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

Packet materials from
4/25/23 City Council meeting

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2023-21

Agenda Item Summary Memo

Title: Lake Michigan Engineering Escrow Agreement

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 18, 2023
Subject: Lake Michigan engineering escrow agreement

Summary

Consideration of an intergovernmental agreement for design engineering costs for the first and second phase of the Lake Michigan water source project.

Background

This item was last discussed in March 2023 during the FY 24 budget presentation and at the March 2023 Public Works Committee meeting. At those meetings, the groups viewed documents that had preliminary capital improvement plans for the Lake Michigan water source project. One component of those plans is the phase 1 and phase 2 engineering for the project that DuPage Water Commission (DWC) will undertake. DWC has opened an RFP for an engineering contract for this first phase of the project, and intends to move forward with the selection of a firm in early Summer. Accordingly, DWC has asked the three Waterlink communities to deposit \$200,000 each in escrow for this cost. Yorkville's contribution is included in the FY 24 budget proposal.

The attached escrow and intergovernmental agreement provides for this \$200,000 per community deposit, which is expected to cover several months of engineering work on the phase 1 and phase 2 contract. The exact cost of the engineering contract will not be known until June, when DWC approves a formal contract with a firm. The agreement provides for equal, subsequent deposits at a later date as the escrow is depleted. However, we anticipate that once the engineering costs are known and the communities continue their own planning efforts over the next few months, that a full member and funding agreement will be approved with DWC before a subsequent deposit will be required. This full member and funding agreement would be Yorkville's entry into DWC and would contain more details on how the ultimate construction costs will be split between the three communities.

Recommendation

Staff recommends approval of the intergovernmental agreement covering phase 1 and phase 2 engineering costs for the Lake Michigan water supply project.

**RESOLUTION APPROVING AN ESCROW INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO,
THE VILLAGE OF MONTGOMERY AND THE DUPAGE WATER COMMISSION**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego ("*Oswego*") and the Village of Montgomery ("*Montgomery*") are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution (collectively, the "*Municipalities*"); and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to 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; and,

WHEREAS, the Municipalities and the DuPage Water Commission (the "*Commission*") is a county water commission and public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*; and,

WHEREAS, the Municipalities and the Commission are in the process of negotiating contracts for the sale of Lake Michigan water to the Municipalities from the Commission's Waterworks System; and,

WHEREAS, the Commission will design, construct, own, operate and maintain the water main (the "*Project*") required to transmit the water.

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the "*Commission Expenses*"); and,

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the main and connections prior to the execution of the water purchase and sale contracts and construction contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and,

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses pursuant to the terms as stated in the attached Escrow Intergovernmental Agreement.

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. Escrow Intergovernmental Agreement Among the United City of Yorkville, Village of Oswego, Village of Montgomery and the DuPage Water System, in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

ESCROW INTERGOVERNMENTAL AGREEMENT

This Escrow Intergovernmental Agreement (the “Escrow Agreement”) is dated the _____ day of _____, 2023 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission, (the “Commission”) a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement (the “Customer Agreement”) with the DuPage Water Commission, and have applied to the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”), for a Lake Michigan Water Allocation Permit (“Permit”); and

WHEREAS, the Municipalities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of

Lake Michigan water to member customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2027, and Montgomery in 2032; and

WHEREAS, Pending a Permit from the IDNR, the Municipalities seek to connect to Lake Michigan through the DWC; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Commission’s water supply contract with the City of Chicago is set to expire in 2024 and the Commission is 1) exploring an alternative solution to obtaining Lake Michigan water and at the same time, 2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating Water Purchase and Sale Contracts for the sale of Lake Michigan water to the Municipalities from the Commission’s Waterworks System; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line and be directly connected to the Commission’s Waterworks System (the “Direct Connection”), through the construction and extension of the Commission’s water transmission infrastructure as preliminarily described in Exhibit A (the “Transmission Main”), such that the Municipal Systems will connect through the Transmission Main to the Commission’s Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the “Project”), and;

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal Systems, costs which will

include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the Transmission Main and Direct Connections prior to the execution of the Water Purchase and Sale Contracts and Construction Contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities, and;

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Escrow Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Escrow Agreement as if fully set forth herein.
2. Escrow Account. Montgomery, Oswego, and Yorkville will each pay the Commission, within thirty (30) days of execution of this Escrow Agreement, Two Hundred Thousand Dollars and No Cents (\$200,000.00) for a total of Six Hundred Thousand Dollars and No Cents (\$600,000.00) in the form of cash to be held by the Commission in escrow (“Escrow Account”).
 - a. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses.

- b. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: 1) showing the starting and ending balances for that quarter in the Escrow Account; 2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Escrow Agreement relative to the Escrow Account.
 - c. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the “Pay Request”) and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.
 - d. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure in Paragraph 6.
3. Termination and Return of Escrow. This Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:
- a. Two years from the date of this Escrow Agreement;
 - b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission; or
 - c. Upon the Municipalities’ written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission. Except for a reason other than the denial of a Permit from the IDNR, any withdrawing Municipality will be responsible for any Commission Expenses associated with engineering design incurred to modify engineering designs for the remaining Municipalities.
4. Replenishment of Escrow. If at any time during the term of this Escrow Agreement, the

balance in the Escrow Account is less than Two Hundred Thousand Dollars (\$200,000.00), the Commission will notify the Municipalities. Within thirty (30) days of the Commission notifying the Municipalities under this Paragraph 4, Montgomery, Oswego, and Yorkville will each pay the Commission its proportionate or equal share of the request but not to exceed One Hundred Thousand Dollars (\$100,000.00) for deposit into the Escrow Account.

5. Progress Review: The DWC will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to review and seek consensus of the progress of the Project and at each engineering design milestone such as 30, 50, 90% completion.
6. Dispute Resolution. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association, unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 9 below, with copies sent to the American Arbitration Association.
7. Default. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
8. No Third-Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights,

remedies, obligations or liabilities.

9. Notices. Any notices under this Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgallaw.com

If to the Municipalities:

Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Administrator
Village of Montgomery
200 N River Street
Montgomery, IL 60538

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

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

10. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will assign this Escrow Agreement or any right or privilege any Municipalities and the Commission may have under this Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- b. This Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Escrow Agreement; and (iv) the entering into this Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Escrow Agreement.

- e. This Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2023-53

Agenda Item Summary Memo

Title: 2023 Water Main Improvements – Contract B

Meeting and Date: City Council – June 27, 2023

Synopsis: 2023 Water Main Improvements Contract B – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 6/20/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-53

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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

Date: June 20, 2023
Subject: 2023 Water Main Improvements – Contract B

Bids were received, opened and tabulated for work to be done on the 2023 Water Main Improvements – Contract B at 11:00 a.m., June 13, 2023. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project is a combination of water and roadway related work.

The low bid was above our engineer's estimate and exceeded the FY2024 water main replacement budget. The intention is to award the contract in full and to process a change order removing the block of Colton Street from the project to remain within budget. Water related work consists of 72% of the work and roadway 28%.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Winner Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the amount of **\$1,983,518.44.**

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

BID SUMMARY 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560	Geneva Construction Company PO Box 998 Aurora, IL-60507	Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545
BID TOTAL	\$1,823,410.20	\$1,983,518.44		
BID BOND				
SIGNED BID				
ADDENDUM NO. 1				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101	Holiday Sewer & Water Construction, Inc. 1000 N Rand Rd Wauconda, IL-60084	Builders Paving, LLC 4401 Roosevelt Rd Hillside, IL 60162	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545
BID TOTAL	\$2,305,188.66			\$2,152,743.16
BID BOND				
SIGNED BID				
ADDENDUM NO. 1				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	Gonley Excavating, Inc. 1555 Gramercy Place Morris, IL 60450	Kane County Excavating PO Box 554 Hampshire, IL-60140	D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416	
BASE BID TOTAL			\$2,449,062.96	
BID BOND				
SIGNED BID				
ADDENDUM NO. 1				



BID TABULATION
2023 WATER MAIN REPLACEMENT-CONTRACT B
UNITED CITY OF YORKVILLE

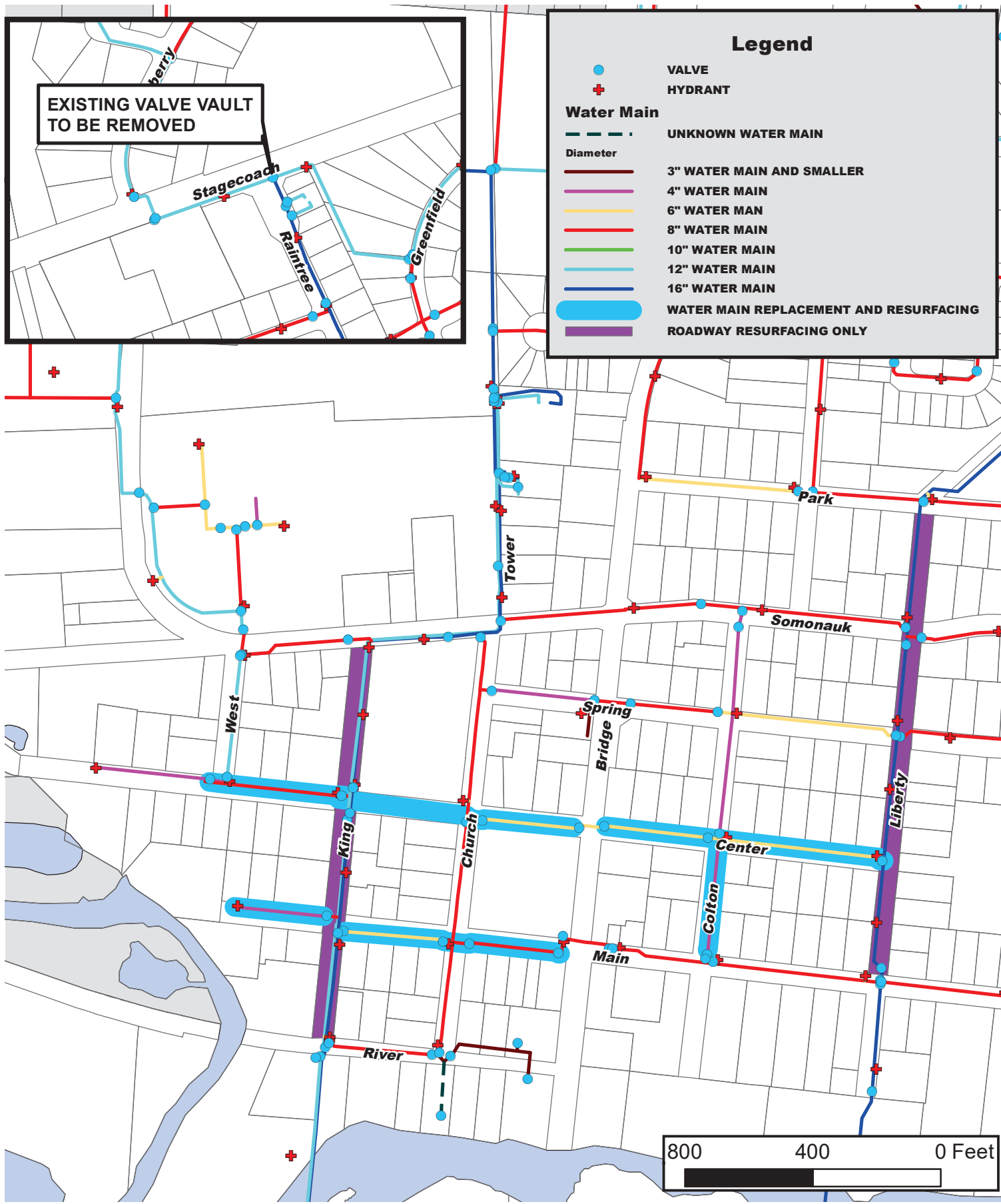
			BID TABULATION BIDS RECD 6/13/2023		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101		D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
NO.			UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	1	TREE ROOT PRUNING	EACH	2	\$ 700.00	\$ 1,400.00	\$ 120.00	\$ 240.00	\$ 220.00	\$ 440.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
2	2	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$ 35.00	\$ 350.00	\$ 25.00	\$ 250.00	\$ 55.00	\$ 550.00	\$ 1,000.00	\$ 10,000.00	\$ 50.00	\$ 500.00
3	3	TREE REMOVAL (>15 UNITS DIAMTER)	UNIT	22	\$ 85.00	\$ 1,870.00	\$ 35.00	\$ 770.00	\$ 58.00	\$ 1,276.00	\$ 1,500.00	\$ 33,000.00	\$ 50.00	\$ 1,100.00
4	4	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00
5	5	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 4,500.00	\$ 13,500.00	\$ 10,000.00	\$ 30,000.00	\$ 5,500.00	\$ 16,500.00	\$ 4,600.00	\$ 13,800.00	\$ 6,500.00	\$ 19,500.00
6	6	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 3,500.00	\$ 28,000.00	\$ 5,000.00	\$ 40,000.00	\$ 4,500.00	\$ 36,000.00	\$ 4,100.00	\$ 32,800.00	\$ 4,500.00	\$ 36,000.00
7	7	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 3,700.00	\$ 3,700.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,000.00	\$ 4,000.00
8	8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	2,780	\$ 182.00	\$ 505,960.00	\$ 144.00	\$ 400,320.00	\$ 175.00	\$ 486,500.00	\$ 215.00	\$ 597,700.00	\$ 120.00	\$ 333,600.00
9	9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	FOOT	10	\$ 1,100.00	\$ 11,000.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 265.00	\$ 2,650.00	\$ 250.00	\$ 2,500.00
10	10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	13	\$ 5,500.00	\$ 71,500.00	\$ 6,500.00	\$ 84,500.00	\$ 6,500.00	\$ 84,500.00	\$ 4,000.00	\$ 52,000.00	\$ 6,000.00	\$ 78,000.00
11	11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 10,000.00	\$ 100,000.00	\$ 8,000.00	\$ 80,000.00	\$ 9,500.00	\$ 95,000.00	\$ 9,400.00	\$ 94,000.00	\$ 8,000.00	\$ 80,000.00
12	12	FIRE HYDRANT TO BE REMOVED	EACH	5	\$ 600.00	\$ 3,000.00	\$ 750.00	\$ 3,750.00	\$ 750.00	\$ 3,750.00	\$ 6,000.00	\$ 30,000.00	\$ 500.00	\$ 2,500.00
13	13	DUCTILE IRON FITTINGS	LB	3,308	\$ 0.01	\$ 33.08	\$ 11.00	\$ 36,388.00	\$ 12.00	\$ 39,696.00	\$ 11.00	\$ 36,388.00	\$ 10.00	\$ 33,080.00
14	14	WATER MAIN PROTECTION, PVC C-900, 16-INCH	FOOT	154	\$ 65.00	\$ 10,010.00	\$ 141.00	\$ 21,714.00	\$ 150.00	\$ 23,100.00	\$ 300.00	\$ 46,200.00	\$ 95.00	\$ 14,630.00
15	15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	CUYD	25	\$ 74.00	\$ 1,850.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 75.00	\$ 1,875.00
16	16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CUYD	25	\$ 74.00	\$ 1,850.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 75.00	\$ 1,875.00
17	17	FOUNDATION MATERIAL	CUYD	35	\$ 50.00	\$ 1,750.00	\$ 1.00	\$ 35.00	\$ 40.00	\$ 1,400.00	\$ 100.00	\$ 3,500.00	\$ 70.00	\$ 2,450.00
18	18	EXPLORATORY EXCAVATION	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
19	19	WATER SERVICE CONNECTION, 1-INCH	EACH	41	\$ 2,600.00	\$ 106,600.00	\$ 2,000.00	\$ 82,000.00	\$ 2,200.00	\$ 90,200.00	\$ 4,000.00	\$ 164,000.00	\$ 2,500.00	\$ 102,500.00
20	20	WATER SERVICE PIPE, 1-INCH PEX	FOOT	1,050	\$ 5.00	\$ 5,250.00	\$ 61.00	\$ 64,050.00	\$ 20.00	\$ 21,000.00	\$ 40.00	\$ 42,000.00	\$ 30.00	\$ 31,500.00
21	21	B-BOX FRAME (SPECIAL)	EACH	4	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 175.00	\$ 700.00	\$ 1,000.00	\$ 4,000.00	\$ 350.00	\$ 1,400.00
22	22	VALVE VAULT TO BE ABANDONED	EACH	10	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 450.00	\$ 4,500.00	\$ 3,500.00	\$ 35,000.00	\$ 500.00	\$ 5,000.00
23	23	VALVE BOX TO BE ABANDONED	EACH	3	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 2,500.00	\$ 7,500.00	\$ 200.00	\$ 600.00
24	24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 850.00	\$ 4,250.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 3,500.00	\$ 17,500.00	\$ 275.00	\$ 1,375.00
25	25	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	13	\$ 1,500.00	\$ 19,500.00	\$ 2,400.00	\$ 31,200.00	\$ 1,750.00	\$ 22,750.00	\$ 5,000.00	\$ 65,000.00	\$ 1,500.00	\$ 19,500.00
26	26	INLET PROTECTION	EACH	18	\$ 150.00	\$ 2,700.00	\$ 180.00	\$ 3,240.00	\$ 175.00	\$ 3,150.00	\$ 220.00	\$ 3,960.00	\$ 200.00	\$ 3,600.00
27	27	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 5,800.00	\$ 5,800.00
28	28	STORM SEWER, RCP, CLASS A, TYPE 2, 12"	FOOT	356	\$ 60.00	\$ 21,360.00	\$ 124.00	\$ 44,144.00	\$ 120.00	\$ 42,720.00	\$ 100.00	\$ 35,600.00	\$ 60.00	\$ 21,360.00
29	29	INLET, TYP A, 2' DIA W/ TYPE 6 FRAME AND GRATE	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,100.00	\$ 4,200.00	\$ 2,705.00	\$ 5,410.00	\$ 1,700.00	\$ 3,400.00



BID TABULATION 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE														
			BID TABULATION BIDS RECD 6/13/2023		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101		D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT		UNIT		UNIT		UNIT		UNIT	
NO.					PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
30	30	INLET, TYP A, 2' DIA W/ TYPE 11 FRAME AND GRATE	EACH	1	\$ 1,900.00	\$ 1,900.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,705.00	\$ 2,705.00	\$ 1,700.00	\$ 1,700.00
31	31	STORM MANHOLE, TYP A, 4' DIA W/ TYPE 6 FRAME AND GRATE	EACH	1	\$ 3,600.00	\$ 3,600.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 4,000.00	\$ 4,000.00
32	32	INLET (SPECIAL)	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,705.00	\$ 2,705.00	\$ 2,000.00	\$ 2,000.00
33	33	STORM MANHOLE, TYP A , 4' DIA. W/ TYPE 1 FRAME AND LID	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,250.00	\$ 6,500.00	\$ 3,300.00	\$ 6,600.00	\$ 3,200.00	\$ 6,400.00
34	34	PREPARATION OF BASE	SQYD	1,584	\$ 1.50	\$ 2,376.00	\$ 2.00	\$ 3,168.00	\$ 2.25	\$ 3,564.00	\$ 2.00	\$ 3,168.00	\$ 10.00	\$ 15,840.00
35	35	PARTIAL DEPTH PATCHING (SPECIAL)	SQYD	1,487	\$ 50.00	\$ 74,350.00	\$ 51.00	\$ 75,837.00	\$ 46.00	\$ 68,402.00	\$ 40.00	\$ 59,480.00	\$ 40.00	\$ 59,480.00
36	36	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	824	\$ 1.50	\$ 1,236.00	\$ 7.00	\$ 5,768.00	\$ 2.00	\$ 1,648.00	\$ 5.00	\$ 4,120.00	\$ 3.00	\$ 2,472.00
37	37	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	275	\$ 24.00	\$ 6,600.00	\$ 48.00	\$ 13,200.00	\$ 75.00	\$ 20,625.00	\$ 50.00	\$ 13,750.00	\$ 35.00	\$ 9,625.00
38	38	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	275	\$ 50.00	\$ 13,750.00	\$ 45.00	\$ 12,375.00	\$ 75.00	\$ 20,625.00	\$ 50.00	\$ 13,750.00	\$ 60.00	\$ 16,470.00
39	39	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	254	\$ 30.00	\$ 7,620.00	\$ 20.00	\$ 5,080.00	\$ 30.00	\$ 7,620.00	\$ 20.00	\$ 5,080.00	\$ 15.00	\$ 3,810.00
40	40	PAVEMENT REMOVAL	SQYD	300	\$ 14.00	\$ 4,200.00	\$ 10.00	\$ 3,000.00	\$ 20.00	\$ 6,000.00	\$ 20.00	\$ 6,000.00	\$ 10.00	\$ 3,000.00
41	41	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQYD	13,828	\$ 6.00	\$ 82,968.00	\$ 6.00	\$ 82,968.00	\$ 5.75	\$ 79,511.00	\$ 4.00	\$ 55,312.00	\$ 4.00	\$ 55,312.00
42	42	HOT-MIX ASPHALT PAVEMENT REMOVAL, 4"	SQYD	1,584	\$ 9.00	\$ 14,256.00	\$ 12.00	\$ 19,008.00	\$ 10.00	\$ 15,840.00	\$ 5.50	\$ 8,712.00	\$ 6.00	\$ 9,504.00
43	43	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SQYD	1,402	\$ 5.00	\$ 7,010.00	\$ 6.00	\$ 8,412.00	\$ 8.00	\$ 11,216.00	\$ 20.00	\$ 28,040.00	\$ 10.00	\$ 14,020.00
44	44	ROADWAY EDGE CRACK SEALING	FOOT	3,200	\$ 1.20	\$ 3,840.00	\$ 2.00	\$ 6,400.00	\$ 1.50	\$ 4,800.00	\$ 2.00	\$ 6,400.00	\$ 1.50	\$ 4,800.00
45	45	BITUMINIOUS MATERIALS (PRIME COAT)	LBS	34,673	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.20	\$ 6,934.60
46	46	BITUMINIOUS MATERIALS (TACK COAT)	LBS	10,143	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.20	\$ 2,028.60
47	47	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1,316	\$ 95.00	\$ 125,020.00	\$ 110.00	\$ 144,760.00	\$ 110.00	\$ 144,760.00	\$ 85.00	\$ 111,860.00	\$ 95.00	\$ 125,020.00
48	48	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	1,100	\$ 95.00	\$ 104,500.00	\$ 110.00	\$ 121,000.00	\$ 110.00	\$ 121,000.00	\$ 80.00	\$ 88,000.00	\$ 95.00	\$ 104,500.00
49	49	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5"	TON	379	\$ 93.00	\$ 35,247.00	\$ 115.00	\$ 43,585.00	\$ 110.00	\$ 41,690.00	\$ 80.00	\$ 30,320.00	\$ 85.00	\$ 32,215.00
50	50	CLASS "C" PATCH	SQFT	593	\$ 40.00	\$ 23,720.00	\$ 20.00	\$ 11,860.00	\$ 38.50	\$ 22,830.50	\$ 30.00	\$ 17,790.00	\$ 30.00	\$ 17,790.00
51	51	COMB. CONC. CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,113	\$ 67.00	\$ 74,571.00	\$ 62.00	\$ 69,006.00	\$ 75.00	\$ 83,475.00	\$ 80.00	\$ 89,040.00	\$ 50.00	\$ 55,650.00
52	52	COMBINATION CONCRETE CURB AND GUTTER, M-3.12	FOOT	395	\$ 60.00	\$ 23,700.00	\$ 49.00	\$ 19,355.00	\$ 75.00	\$ 29,625.00	\$ 40.00	\$ 15,800.00	\$ 50.00	\$ 19,750.00
53	53	SIDEWALK REMOVAL	SQFT	13,071	\$ 1.20	\$ 15,685.20	\$ 3.00	\$ 39,213.00	\$ 4.00	\$ 52,284.00	\$ 3.00	\$ 39,213.00	\$ 3.00	\$ 39,213.00
54	54	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SQFT	13,144	\$ 13.00	\$ 170,872.00	\$ 12.00	\$ 157,728.00	\$ 12.00	\$ 157,728.00	\$ 14.00	\$ 184,016.00	\$ 10.00	\$ 131,440.00
55	55	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQYD	21	\$ 350.00	\$ 7,350.00	\$ 125.00	\$ 2,625.00	\$ 350.00	\$ 7,350.00	\$ 200.00	\$ 4,200.00	\$ 225.00	\$ 4,725.00
56	56	DETECTABLE WARNING	SQFT	176	\$ 30.00	\$ 5,280.00	\$ 42.00	\$ 7,392.00	\$ 50.00	\$ 8,800.00	\$ 50.00	\$ 8,800.00	\$ 55.00	\$ 9,680.00
57	57	SANITARY MANHOLE TO BE ADJUSTED	EACH	11	\$ 1,100.00	\$ 12,100.00	\$ 2,000.00	\$ 22,000.00	\$ 1,000.00	\$ 11,000.00	\$ 1,500.00	\$ 16,500.00	\$ 1,100.00	\$ 12,100.00
58	58	MANHOLE TO BE ADJUSTED	EACH	27	\$ 500.00	\$ 13,500.00	\$ 1,000.00	\$ 27,000.00	\$ 650.00	\$ 17,550.00	\$ 800.00	\$ 21,600.00	\$ 400.00	\$ 10,800.00



BID TABULATION 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE														
			BID TABULATION BIDS RECD 6/13/2023		Winniger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101		D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.		DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
59	59	INLET TO BE ADJUSTED	EACH	7	\$ 500.00	\$ 3,500.00	\$ 1,500.00	\$ 10,500.00	\$ 525.00	\$ 3,675.00	\$ 800.00	\$ 5,600.00	\$ 400.00	\$ 2,800.00
60	60	INLET TO BE ADJUSTED W/ NEW TYP 11 FRAME AND GRATE	EACH	2	\$ 1,400.00	\$ 2,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 600.00	\$ 1,200.00
61	61	CATCH BASIN TO BE REMOVED AND REPLACED	EACH	1	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00
	62	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	732	\$ 40.00	\$ 29,280.00	\$ 50.00	\$ 36,600.00	\$ 50.00	\$ 36,600.00	\$ 50.00	\$ 36,600.00	\$ 45.00	\$ 32,940.00
	63	HOT-MIX ASPHALT DRIVEWAY 2-INCH	SQYD	160	\$ 30.00	\$ 4,800.00	\$ 45.00	\$ 7,200.00	\$ 44.00	\$ 7,040.00	\$ 40.00	\$ 6,400.00	\$ 35.00	\$ 5,600.00
	64	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQYD	181	\$ 24.00	\$ 4,344.00	\$ 15.00	\$ 2,715.00	\$ 25.00	\$ 4,525.00	\$ 20.00	\$ 3,620.00	\$ 10.00	\$ 1,810.00
	65	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SQYD	134	\$ 95.00	\$ 12,730.00	\$ 125.00	\$ 16,750.00	\$ 100.00	\$ 13,400.00	\$ 90.00	\$ 12,060.00	\$ 85.00	\$ 11,390.00
	66	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	17	\$ 50.00	\$ 850.00	\$ 21.00	\$ 357.00	\$ 20.00	\$ 340.00	\$ 50.00	\$ 850.00	\$ 25.00	\$ 425.00
	67	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FOOT	426	\$ 6.00	\$ 2,556.00	\$ 18.00	\$ 7,668.00	\$ 9.00	\$ 3,834.00	\$ 9.30	\$ 3,961.80	\$ 2.00	\$ 852.00
	68	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	FOOT	24	\$ 12.00	\$ 288.00	\$ 21.00	\$ 504.00	\$ 25.00	\$ 600.00	\$ 27.50	\$ 660.00	\$ 6.00	\$ 144.00
	69	BRICK PAVER REMOVAL AND RESET	SQFT	277	\$ 7.00	\$ 1,939.00	\$ 15.00	\$ 4,155.00	\$ 18.00	\$ 4,986.00	\$ 44.00	\$ 12,188.00	\$ 25.00	\$ 6,925.00
	70	MAILBOX TO BE REMOVED AND RESET	EACH	7	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 250.00	\$ 1,750.00	\$ 500.00	\$ 3,500.00	\$ 450.00	\$ 3,150.00
	71	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 200.00	\$ 600.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 330.00	\$ 990.00	\$ 200.00	\$ 600.00
	72	RESTORATION	SQYD	1,290	\$ 15.00	\$ 19,350.00	\$ 20.00	\$ 25,800.00	\$ 12.00	\$ 15,480.00	\$ 13.20	\$ 17,028.00	\$ 15.00	\$ 19,350.00
	73	RESTORATION (SPECIAL)	SQYD	450	\$ 36.00	\$ 16,200.00	\$ 30.00	\$ 13,500.00	\$ 22.00	\$ 9,900.00	\$ 13.20	\$ 5,940.00	\$ 40.00	\$ 18,000.00
	74	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00
	75	SILT FENCE	FOOT	35	\$ 15.00	\$ 525.00	\$ 3.00	\$ 105.00	\$ 5.00	\$ 175.00	\$ 10.00	\$ 350.00	\$ 5.00	\$ 175.00
	76	SIGN PANEL TYP 1 W14-2	SQFT	6	\$ 50.00	\$ 300.00	\$ 40.00	\$ 240.00	\$ 40.00	\$ 240.00	\$ 27.50	\$ 165.00	\$ 30.00	\$ 180.00
	77	SIGN PANEL TYP 1 OM4-1	SQFT	14.0	\$ 56.00	\$ 784.00	\$ 30.00	\$ 420.00	\$ 40.00	\$ 560.00	\$ 27.50	\$ 385.00	\$ 30.00	\$ 405.00
	78	TELESCOPING STEEL SIGN SUPPORT	FOOT	112	\$ 20.00	\$ 2,240.00	\$ 20.00	\$ 2,240.00	\$ 30.00	\$ 3,360.00	\$ 16.50	\$ 1,848.00	\$ 20.00	\$ 2,240.00
	79	B-BOX TO BE ADJUSTED	EACH	1	\$ 50.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 800.00	\$ 800.00	\$ 100.00	\$ 100.00
	80	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
		BASE BID TOTAL				\$ 1,983,518.44		\$ 2,152,743.16		\$ 2,305,188.66		\$ 2,449,062.96		\$ 1,823,410.20
ABOVE/BELOW ENGINEERS ESTIMATE						8.78%		18.06%		26.42%		34.31%	-	



Engineering Enterprises, Inc.

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

DATE:	MAY 2023
PROJECT NO.:	YO2256
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023
FILE:	YO2256_Attachment E 2023.MXD

**ATTACHMENT E
LOCATION MAP**





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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2023-54

Agenda Item Summary Memo

Title: 2023 Water Main Replacement Contract B – Construction Engineering Agreement

Meeting and Date: City Council – June 27, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 6/20/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-54

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](https://twitter.com/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: June 14, 2023
Subject: 2023 Watermain Phase B Construction Engineering

Summary

Consideration of a construction engineering agreement with EEI for the 2023 Contract B watermain replacement contract.

Background

This item was last discussed during the FY 24 budget presentation, when the City Council reviewed a budget proposal that contains more than \$3.8m for watermain replacement in FY 24. Since then, the project has been bid out and is ready to move into construction phase. Accordingly, EEI has submitted a construction engineering contract for the project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is estimated at \$198,032 (paid out through hourly rates) which includes \$10,740 in estimated direct expenses. This cost is included in the FY 24 budget. This work is expected to begin in July 2023 and covers work on King, E and W Main, Liberty, and Center Streets generally (map attached to the contract).

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for Contract B of the 2023 watermain replacement program.

2023 Water Main Improvements – Contract B
United City of Yorkville
Professional Services Agreement – Construction Engineering

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

A. Services:

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 A. Construction engineering will be provided for approximately 2,800 linear feet of 8-inch water main improvements, 360 linear feet of 12-inch storm sewer improvements, and roadway resurfacing improvements along King Street, Colton Street, Liberty street, Center Street, and Main Street (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$187,292. Direct expenses are estimated at \$10,740. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the 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:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2023 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2023.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B – Scope of Services
2023 Water Main Improvements – Contract B
United City of Yorkville

The United City of Yorkville intends to install approximately 2,800 linear feet of 8-inch water main improvements, 360 linear feet of 12-inch storm sewer improvements, roadway resurfacing improvements, and various concrete curb and sidewalk improvements along King Street, Colton Street, Liberty street, Center Street, and Main Street.

Our proposed cope of services for **Construction Engineering** will include the following:

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant:

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for “2023 Water Main Improvements – Contract B” 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 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					YO2256-P				
PROJECT TITLE					DATE			PREPARED BY	
2023 Water Main Improvements - Contract B					6/13/23			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	SPM	SPT2	INT	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$162	\$146	\$227	\$167	\$79	\$70		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		3	34	41	41	-	-	-	7	126	\$ 20,771
3.2	Construction Layout and Record Drawings		-	2	-	4	9	88	64	-	167	\$ 22,787
3.3	Observation and Documentation		2	20	44	828	-	-	-	6	900	\$132,994
Construction Engineering Subtotal:			5	56	85	873	9	88	64	13	1,193	\$176,552
PROJECT TOTAL:			5	56	85	873	9	88	64	13	1,193	176,552

DIRECT EXPENSES

Printing/Scanning =	\$	150
Vehicle =	\$	5,590
Material Testing =	\$	5,000
Environmental Assessment =	\$	-
DIRECT EXPENSES =	\$	10,740

LABOR SUMMARY

EEL Labor Expenses =	\$154,757
Surveying Expenses =	\$ 21,795
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$176,552

TOTAL COSTS

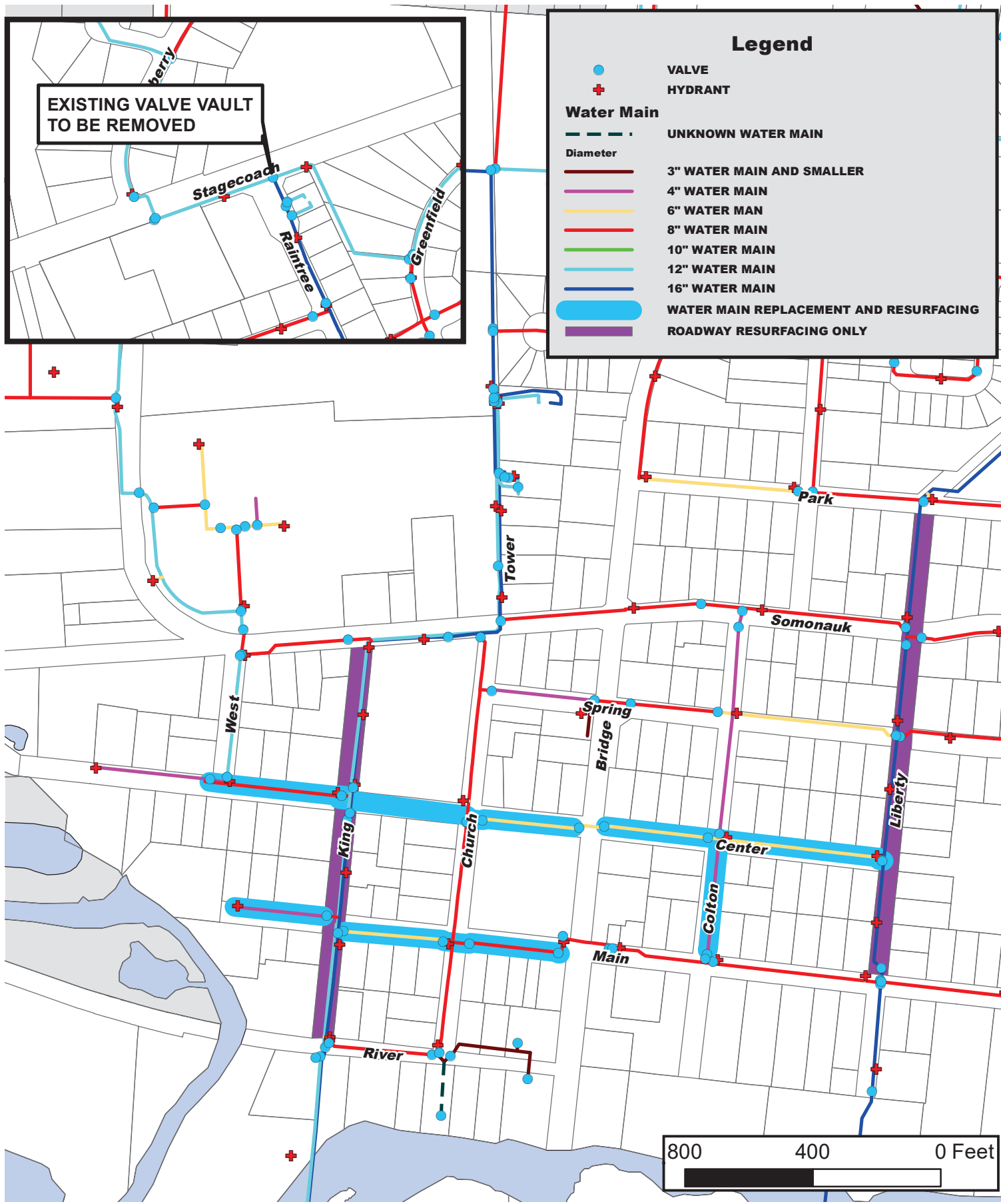
\$187,292



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER																			
United City of Yorkville										YO2256-P																			
PROJECT TITLE										DATE												PREPARED BY							
2023 Water Main Improvements - Contract B										5/31/2023												KDW							
TASK NO.	TASK DESCRIPTION									2023																			
										June				July				August				September				October			
										1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																													
3.1	Contract Administration																												
3.2	Construction Layout and Record Drawings																												
3.3	Observation and Documentation - Water Main																												







Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
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		\$ 216.00
Expert Testimony		\$ 271.00



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

Agenda Item Number

Administration Committee Report #1

Tracking Number

ADM 2023-27

Agenda Item Summary Memo

Title: ComDev File Scanning Proposal

Meeting and Date: City Council – June 27, 2023

Synopsis: Proposed digitization of engineering and archived development paper plans/files.

Council Action Previously Taken:

Date of Action: ADM – 6/21/23 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2023-27

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Administration Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: June 1, 2023
Subject: ComDev File Scanning Proposal – Phase 2

Background

As the committee will recall, last December the City approved a contract with Konica Minolta for the scanning/digitization of the Community Development commercial and residential building files. The scope of the originally approved project included the scanning of approximately 465 boxes of archived and active commercial and residential building files. The boxes contained permits, inspection tickets, plats of surveys, as well as building plans for all parcels within the City with a structure. The total approved budget for this project was \$136,220. A copy of the contract is provided as an attachment to this memo.

Since then, the project has progressed to near completion and is estimated to come under budget by approximately \$35,000, as detailed in the chart below:

Total Project Overview (Commercial & Residential Files ONLY)	Original Approved Estimate	Project Total	Difference
Boxes	465	366	99
Documents	35,496	83,236	(47,740)
Pages	627,096	582,358	44,738
Calculated Imaging Costs	\$125,224	\$89,496	\$35,728
White Glove Pack & Ship	\$4,373	\$4,762	(\$389)
Certified Document Destruction	\$3,488	\$0	3,488
Return Shipment of Documents	\$0	\$3,500	(\$3,500)
OCR for Full Text Searches	\$3,135	\$2,912	223
TOTAL	\$136,220	\$100,670	\$35,550

Proposal Request

Due to the relative success the City has had with the scanning project and the remaining funds available from the current approved budget, staff is seeking approval to digitize all of the engineering files, plans/drawings, oversized plats, and the planning project files from the various entitlement requests from 1990's to present. In total there are nearly 25,000 documents contained in approximately 440 boxes.

This second phase of the scanning project, estimated at \$144,000, would complete the digitization and electronic organization of all files of the various divisions under the Community Development Department umbrella (planning, building, and engineering), as itemized in the table on the below. Note, a majority of the project scanning can be absorbed into the current contract using the remaining available \$35,500.

Project Name (Document Type)	Pages	Documents	Box Quantity	Estimated Price	
Residential – Landscape	7,500	188	3	\$900	Totals \$30,150
Residential – Archive Misc.	2,500	63	1	\$300	
Commercial - Landscape	7,500	188	3	\$900	
Community Development - Drawings	2,000	100	10	\$3,500	
Engineering Files (from Flat File room)	52,500	1,313	21	\$6,300	
Property Maintenance Files	25,000	625	10	\$3,000	
Misc. Project Information	7,500	188	3	\$900	
Rolled File Drawings (from Flat File room)	4,200	210	21	\$7,350	
Flat File Drawings (from Flat File room)	4,000	200	20	\$7,000	
Project Files (PC and PZC files)	300,000	7,500	120	\$36,000	
Community Development (Development Files)	562,500	14,063	225	\$67,500	
Packing and Transportation of files	-	-	-	\$10,642	
TOTAL	975,200	24,638	437	\$144,292.00	

Staff Comments

In considering the estimated remaining funds from the original contract of \$35,550, the remaining ask from City Council is approximately **\$108,742**. Staff proposes to meet this project cost by delaying the hiring of the budget approved Planner 1 position until January 2024 (an estimated savings of approximately \$66,000) and revisiting the approved Intergovernmental Agreement with Kendall County for GIS map-making services until next budget cycle (a savings of ~\$40,000). Any remaining balance can be absorbed in the current Community Development Professional Services line item in the FY 24 budget.

This proposed Phase 2 of the scanning project would allow Community Development to place all its departmental files in a climate-controlled storage facility off-site, speed up FOIA request responses, aid in historical data research for current planning/development projects, and assist in a more seamless transition to the Enterprise Resource Planning software system.

Staff recommends approval of the scanning quote of \$108,742 and authorization to execute the contract with Konica-Minolta Business Solutions.

Attachments:

1. Original Approved Agreement
- 2.

Konica Minolta Change Control



Title:	The United City of Yorkville	Project:	Residential-Landscape, Residential Archive Misc., Commercial-Landscape, Community Development, Community Development Drawings, Engineering, Property Maintenance, Misc. Info, Rolled Drawings, and Flat Drawings
Date:	5/4/2023		
Author:	Cari Wickstrom	Organization:	Konica Minolta Business Solutions
Originator:	Clement Klima	Organization:	<i>Konica Minolta Business Solutions</i>

Project Specification: Residential - Landscape Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Residential - Archive Misc. Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".

- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
 - TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Commercial - Landscape Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
 - Found on Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Community Development Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)

Address (Found on Folder Tab)

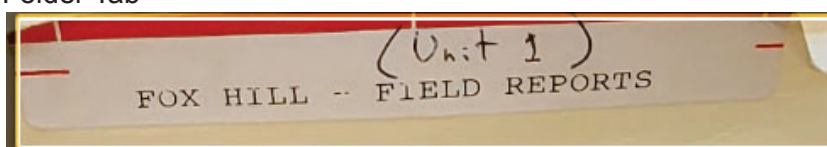
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Engineering Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:

Folder Tab



File Naming: FoxHill-Unit 1 - Field Reports

- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Property Maintenance Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:

Letter (example: M)



- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Miscellaneous Info Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value:
TBD
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Project Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is relatively good and will not require repair (such as mending or taping services) to facilitate scanning services.
- The files will be unitized at the folder level; every page will be its own .pdf image file.
- It is assumed that there is an approximate average of 40 images per folder.
- The files contain primarily 8½"x11" pages but will contain large-format plans with sizes larger than 11"x17".
- The documents will be indexed on one value: (located on either the file folder tab or on the 1st page of a clipped/stapled document set, in a consistent location)
Found on Folder Tab
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Specification: Flat and Rolled Drawing Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- The drawings will be unitized on the roll, book, or stapled level; every drawing will be its own .pdf image file.
- It's estimated that there is an average of 20-40 images per group.
- The documents will be indexed on one value:
 - Project Name/Title
- The files contain a mixture of black and white (bitonal) and color pages. All pages will be captured in color.

Project Estimated Pricing Summary

Imaging Services Estimated Extended Pricing

The United City of Yorkville has a backfile of hardcopy documents estimated at over **975,200** pages. These are detailed below. The estimates provided for the purposes of pricing are based on the number of pages estimated by Konica Minolta based on the number of boxes received when packing/shipping materials. The United City of Yorkville will be billed based on the unit pricing below for **actual** pages processed.

BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning standard-size pages, size 11" x 17" or smaller, at 300 DPI (per page)	6¢
Scanning Large-Format plans, page sizes larger than 11" x 17," at 600 DPI (per sheet)	\$1.75
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Document Preparation (per hour)	\$25
Special handling for documents in poor or fragile condition, if required (per hour)	\$28
OCR for full-text search capability	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.

SUMMARIZED EXTENDED BACKFILE COST-

Scanning Priority	Project Name	Pages	Documents	Box Qty.	Extended Estimated Price:
1	Residential - Landscape	7,500	188	3	\$900
2	Residential - Archive Misc.	2,500	63	1	\$300
3	Commercial - Landscape	7,500	188	3	\$900
4	Community Development - Drawings	2,000	100	10	\$3,500
5	Engineering	52,500	1,313	21	\$6,300
6	Property Maintenance	25,000	625	10	\$3,000
7	Miscellaneous Info	7,500	188	3	\$900
8	Rolled Drawing	4,200	210	21	\$7,350
9	Flat Drawing	4,000	200	20	\$7,000
10	Project Files	300,000	7,500	120	\$36,000
11	Community Development	562,500	14,063	225	\$67,500
Totals:					\$133,650

White-Glove Packing and Return Shipping

Packing, Transportation, and Destruction Pricing*	Estimated Cost
White-glove packing service, transportation, and supplies for 437 boxes	\$7,142
Return Shipment– 437 boxes shipped via UPS.	\$3,500

SUMMARIZED COST-

Project Summarized Cost	
<u>Task:</u>	<u>Extended Estimated Price:</u>
Extended Backfile Cost (437 boxes, 975,200 Estimated Images)	\$133,650
White Glove Pack & Ship	\$7,142
Return Shipment	\$3,500
Estimated Funds Remaining from Residential & Commercial Active/Archive Project	-\$34,916
Total Due:	\$109,376

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

FINAL APPROVALS

CLIENT: **Company Title**

AGREED AND ACCEPTED by an authorized representative of each party.

Company Title Approval

Title

Approver

Signature

Date Signed

Konica Minolta Approval

Title

Approver

Signature

Date Signed



The United City of Yorkville

Backfile Scanning Proposal

Submitted by:
Clem Klima
and
Lisa Jones

Submitted Date:
12/8/22

Executive Summary

Introduction & Background

Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is pleased to provide this Proposal for Document Imaging Services ("Proposal") in response to the United City of Yorkville's request for backfile scanning services of its Commercial and Residential Property files. Per the project volume description provided by the City of Yorkville on 9/7/22, it has a large volume of Property documents requiring digitization services within its Community Development Department. The project description provided by the City to KMBS is listed below. As part of its project management due diligence, KMBS will schedule a project review meeting with the United City of Yorkville upon receipt and examination of the City's document boxes at the scanning facility. The purpose of this meeting is to confirm volume estimates and required project specifications with the City prior to commencing production services. The United City of Yorkville will be billed based upon unit pricing and the number of prep hours required for the **actual** number of pages processed.

- It is estimated that there are an approximate total of 465 standard-size Banker's boxes that each measure 15 inches in length.
- It is estimated that half of the document-box population, approximately 232 boxes, contain standard-size pages. (Standard-size pages are defined as any page size that is 11" x 17" or smaller).
- It is also estimated that the other half of the document-box population, approximately 233 boxes, contain folded large-format plans. (Large-format plans are defined as any page size that is larger than 11" x 17").
- For the purposes of quoting this project, it is estimated that there are approximately 150 folded large-format plans per box contained within 233 of the document boxes.
- It is assumed that there are little to no duplex pages (content that appears on both sides of a page).
- It is assumed that each Commercial or Property folder has on average 50 pages per folder.
- It is assumed that the Commercial and Residential folders are currently stored separately in cabinet drawers or Banker's boxes so that each record category can be identified separately.
- Based on the indexing instruction chart provided by Yorkville, it appears that each Commercial or Residential property folder will be broken out into 3 document types: Permits, Violations, and Plats.
- It is assumed that each of the document types is clearly identified and unitized within a Property folder by way of a folder tab or divider tab, for example..
- It is assumed that index values are labeled on the folder tab or 1st page of a document set in a consistent location, no searching is required.

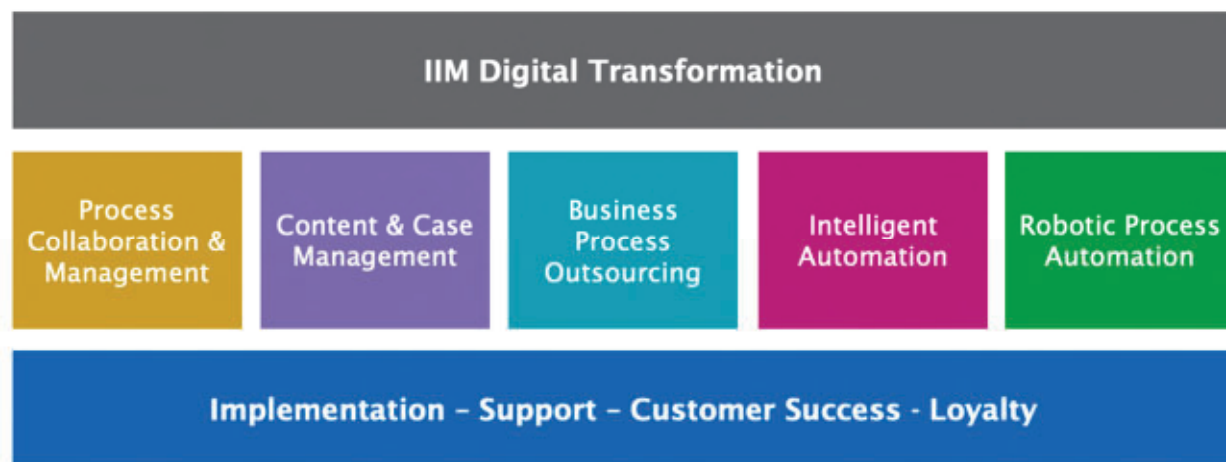
This Proposal presents Konica Minolta's findings and recommendations to improve Document Management and document retrieval at the United City of Yorkville. These findings and recommendations are based upon the information provided during Konica Minolta's brief walk-

though of your office and a conference call with the City on 9/7/22. In the event that material changes occur in your environment, or additional key information is missing from this analysis, these recommendations may no longer apply and should be re-examined.

About Us

Konica Minolta Business Solutions U.S.A., Inc. is a leader in content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Konica Minolta Content Management designs roadmaps through process collaboration, deploys solutions and utilizes support tools to help manage content, enhance security, integrate with core business systems, replace legacy systems, and accelerate processes with intelligent and robotic process automation. Our solutions capture and distribute documents in any form, automate routing, maintain compliance, preserve records and more -- to speed the flow of information, control costs and make all essential business processes more productive.



From business process outsourcing to content management, we guide our customers to the best solution for their digital transformation. Through our consultative process, we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals.

The world runs on innovation. We shape it.

Solution Assessment Review

CURRENT STATE

United City of Yorkville currently manages a variety of documents in hard copy. These documents are either filed in traditional file cabinets or stored in boxes. There are two record categories and three document types for each as listed below:

- Commercial Properties:
 - Permits
 - Violations
 - Plats
- Residential Properties:
 - Permits
 - Violations
 - Plats

Desired Outcome

The benefits of digitization include reducing the time and effort associated with retrieving these records and saving senior knowledge workers time as they conduct their work in reliance of this vital information. The incidence of lost or misfiled files will be reduced, the long-term archival of the documents will be accomplished, and responsiveness to outside requests will be materially faster.

Critical Success Factors

- KMBS will schedule a project review meeting with the United City of Yorkville upon receipt and examination of the City's document boxes at the Konica Minolta scanning facility.
- The purpose of this meeting is to confirm volume estimates and required project specifications with the City prior to commencing production services.
- The United City of Yorkville will be billed based upon unit pricing and the number of prep hours required for the **actual** number of pages processed.
- This project proposal is based on the following project assumptions that will need to be validated upon KMBS's receipt of the City of Yorkville document boxes:
 - Page volumes are based on 465 standard-size boxes, half of which contain standard size pages and the other half contain large-format plans.
 - It is assumed that there are approximately 150 folded large-format plans in half of the document boxes.
 - Residential and Commercial Property files are stored separately so that each record category is easily identifiable.
 - Each property folder will be broken out into 3 document types: Permits, Violations, Plats.
 - The approximate average number of pages per document type is 17 pages.
 - Document types within the Property folders are clearly identifiable and unitized with the folder.
 - Index values are clearly located on the folder tab or on the 1st page of a document set in a consistent location, no searching by KMBS is required.
 - There will be 4 index values per document

- Overall condition of pages and plans are in moderately good condition, not requiring manual repair to facilitate the scanning process.

Proposed Solution Summary

Konica Minolta recommends the United City of Yorkville entrust their document imaging to us. Documents will be scanned and indexed by Konica Minolta and delivered to the United City of Yorkville's preferred retrieval solution. The benefits of outsourcing this work to Konica Minolta include:

History – We have been delivering top-quality imaging services to organizations like yours for more than two decades.

Quality – We have developed many proprietary quality assurance systems, some of which have been licensed to other capture companies and existing customers. We have a national reputation for our quality. Since many of these systems are automated, we can provide extra quality assurance steps at no additional cost to our clients. Most other BPO centers charge extra for these additional quality assurance measures.

Speed – We are able to complete the capture and delivery processes in a highly compressed timeframe.

Cost – We provide an exceptional price-performance value, considering the overall quality and the value of our on-time and on-budget project management services.

Geographic Diversity – We have processing facilities on both coasts and centrally located, allowing us to serve clients throughout the country.

Dedicated Project Management – We assign a Project Manager and Certified Document Imaging Architech™ (CDIA)/Enterprise Content Management Specialist (ecm^S) to your organization for the duration of the capture process so your organization reaps the benefits of a quality, valued solution on time and on budget.

Konica Minolta can continue to perform ongoing, go-forward imaging work, and also work with United City of Yorkville to establish an internal imaging operation. Ad hoc scanning can be performed by users under either go-forward scenario.

Project Estimated Pricing Summary

Imaging Services Estimated Extended Pricing

The United City of Yorkville currently has a backfile of hardcopy documents estimated at over 638,382 pages. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of pages estimated by Konica Minolta based upon the project description provided by the City during a conference call on 9/7/22. The United City of Yorkville will be billed based upon the unit pricing below for **actual** pages processed.

BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning standard-size pages, size 11' x 17" or smaller, at 300 DPI (per page)	6¢
Scanning Large-Format plans, page sizes larger than 11" x 17," at 600 DPI (per sheet)	\$1.75
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Document Preparation (per hour)	\$25
Special handling for documents in poor or fragile condition, if required (per hour)	\$25
OCR for full-text search capability	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.

ORIGINAL BUDGETARY ESTIMATE THAT RECEIVED BOARD APPROVAL IN NOVEMBER 2022:

Project Name	Pages	Documents	Extended Estimated Price
The budgetary estimated shown was based assuming each property folder would be scanned at the folder level, and 2 index values per document:			
232 Bankers boxes (15" L) containing Standard-Size pages (sizes 11" x 17" or smaller)	603,432	11,832	\$64,027
233 Bankers boxes (measuring 15" in length) containing folded Large-Format plans (sizes are larger than 11" x 17"). Estimate assumes approximately 150 folded large-format plans per box.	34,950	-	\$61,197
The Original Budgetary Estimate Total Provided in Sept 2022:			\$125,224
Revised Project Estimate shown below is based on there being 3 document types per Property folder and 4 index values per document, resulting in an estimated project increase of \$16,572, as shown below:			
232 Bankers boxes (15" L) containing Standard-Size pages (sizes 11" x 17" or smaller)	627,096	35,496	\$77,930
233 Bankers boxes (measuring 15" in length) containing folded Large-Format plans (sizes are larger than 11" x 17"). Estimate assumes approximately 150 folded large-format plans per box.	34,950	-	\$61,197
Estimated Project Total based on additional document types and index values:			\$139,093

Additional Pricing (Applies only if required and authorized by the City)

Additional Services and Pricing	Unit Pricing
Disaster Recovery Archival CD Copy (per CD – if applicable)	\$20
Disaster Recovery Annual Storage (per CD, per year – if applicable)	\$15
Shredding and Disposal of documents (per pound)	25¢
Extended Box Storage (per box, per month)	\$9
Photocopying for poor quality	20¢
Retrieval and faxing of requested documents*	\$35/hour

Disaster Recovery

In the event of a disaster, data recovery becomes paramount in re-establishing business operations. Konica Minolta will optionally provide an ANSI standard Archival CD Copy of your data and will store it at our facility, in compliance with disaster recovery standards. CDs are used for archival masters because the ANSI standard guarantees backwards compatibility with readers. This standard does not exist for DVDs, making them subject to obsolescence over time. Pricing has been included below for the second master CD copy as well as the annual disaster recovery storage at our facility.

Box Disposition

There are several options with respect to document disposition.

- Documents may be returned to your office following processing.
- Documents may be stored for 30-days following data delivery at no cost. Documents are delivered on a rolling basis throughout the term of the project as boxes are completed. The 30-day customer QA and destruction cycle are based on each completed and delivered box.

Konica Minolta is authorized to shred all original documents pertaining to the project(s) under this proposal 30-days after the completed work has been delivered. Box destruction will occur on a rolling basis throughout the term of the project based on the delivery of each box.

Konica Minolta will send a Destruction Certificate confirming the destruction. In the event more time is needed for quality assurance testing, the United City of Yorkville will notify Konica Minolta seven-days prior to destruction to hold the content queued for destruction.

If the United City of Yorkville requires boxes to be stored beyond 30-days, Konica Minolta will continue to store the boxes at the prevailing rate.

White-Glove Packing

The United City of Yorkville may choose to manage transportation and logistics associated with relocating the boxes to be scanned to the Konica Minolta processing facility. In the event the United City of Yorkville engages Konica Minolta to provide white-glove packing and transportation, the following services can be provided:

- On-site inventory and box labeling.
- Management of un-shelving and loading for transportation.
- Creation of box-level manifests including box number and first and last folder tab.
- Detailed chain-of-custody form.

The range of services to be provided by Konica Minolta, and associated costs, are presented below.

Transportation

The following represents the typical description of services if Konica Minolta is engaged to facilitate the packing transportation of documents:

If Konica Minolta provides the transportation, the documents will be transported to the Konica Minolta processing center via a secure cargo truck. Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time. Prior to transporting documents, both the United City of Yorkville and Konica Minolta will review and sign-off on the final manifest. Both the United City of Yorkville and Konica Minolta will retain a physical copy of the signed manifest. This manifest will be reviewed upon arrival at the Konica Minolta processing center to ensure all contents are accounted for. Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process.

Processing Center Receipt and Tracking

Storage at our facility will include secure, climate-controlled box storage in our controlled and monitored staging area as well as controlled access in our production area during the scanning and data entry processes.

The procedures for storage at the Konica Minolta processing center during the production life-cycle include specified chain-of-custody processes that involve employee sign-offs for the acceptance and transfer of the records, and control of the records and data during the entire conversion process to ensure that no data or documents are copied or disclosed for any reason other than the communication of technical details or staff questions during the conversion process.

Destruction Services

Depending on the specific needs of the United City of Yorkville, there are three methods used for destruction:

- **In-house shredding** – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- **In-house third-party shredding** – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner's shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- **External third-party shredding** – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner's facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the United City of Yorkville upon completion of shredding.

Packing, Transportation and Destruction Pricing*	Estimated Cost
White-glove packing service: KMBS packs all documents into boxes, labels boxes, provides a shipping manifest, estimate is based on 465 standard-size boxes at a cost of \$825.	\$4,373
White-glove transportation and supplies: KMBS provides all packing supplies, loads all boxes into trucks, and transports them to the KMBS scanning facility, estimate is based on 1 trip to transport an estimate of 465 standard-size boxes at a cost of \$3,548.	
(Optional Service) Return Transportation of completed boxes – Estimate assumes 1 Trip, to return 465 boxes to the client location.	\$2,863
(Optional Service) Certified Document Destruction – Estimate assumes 465 boxes weighing 30 pounds each at a cost of 25¢ per pound to shred, a Certificate of Destruction will be provided to the City for its records.	\$3,488

*The price quoted above is subject to change if the actual conditions related to packing and/or shipping differ from the description above.

Post Delivery Data Purge

All customer data is purged from Konica Minolta servers, including the SFT site, 60-days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

Client Initials Acknowledging Data Purge Timing: _____

Security

From building security to redundant data backup, Konica Minolta understands the importance of security as it relates to data and documents. A plethora of security practices and procedures are in place at Konica Minolta to ensure data and documents are secure during the capture process.

Facility security is at the forefront of every customer's mind. Rest assured, from secure-card building to secure-card door entry to operations, Konica Minolta has the necessary security to ensure documents are protected at every phase of capture processing.

Video surveillance provides round-the-clock, digitally captured recordings of all office entrances and exits as well as the operations area. Moreover, no technology devices are permitted in the operations area (e.g., cell phones, USB devices, etc.). Additionally, the data center is firewalled within the operations area. No web hosting or FTP services are provided through Konica Minolta servers.

Konica Minolta provides a fault-over capability for all client data by taking a snapshot every 15 minutes of the main server. As a further protection against a technical failure, Konica Minolta retains all paper documents on-site until all quality assurance steps are completed and the source documents are no longer required. Finally, the server is backed up weekly and the resulting backup is stored off-site.

Serving customers in the government, education, medical, financial, and legal communities, certain standards must be followed. Every Konica Minolta employee signs a confidentiality agreement, acknowledging the proprietary nature of the information being processed and documenting the legal repercussions for failing to comply with this policy.

Change Control Process

Konica Minolta realizes that from time to time, certain job specifications may need to change. To accommodate project change and facilitate communication of the changes, Konica Minolta utilizes a Change Control Process (document attached). This process allows for any changes to project specifications in a controlled and managed environment. The document outlines any impact on project cost, resources, timelines, etc. and is signed by the United City of Yorkville and Konica Minolta representatives.

Scanned content will be delivered in a format to support the document management software ingestion requirements.

Project Specifications - General

The processes listed below will be utilized for all projects under this Proposal, subject to the United City of Yorkville and Konica Minolta approval or adjustment. The project scope-of-work will be agreed upon during the Kickoff meeting.

- There will be one person at the United City of Yorkville and one person at Konica Minolta who will be responsible for the logistics and transportation of the documents.
- Shipping will be billed as incurred.
- Konica Minolta will scan the standard-size documents at 300 DPI.
- Konica Minolta will scan the large-format plans (page sizes larger than 11" x 17") at 600 DPI.
- All documents will be captured in black and white.
- Auto-Rotation will be applied to all images. This automated page orientation function will attempt to orient the page based on text detected. Auto-Rotation does not guarantee a 100% correct orientation of every page scanned.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
 - Square9 (Quoted separately by KMBS)
- Data output will be full-text, multipage PDFs.
- All data deliveries will be made via Secure FTP (SFTP) where the Square9 professional services team will implement and import the scanned data into the Square9 repository (quoted separately by KMBS).
- For projects that have double-sided (duplex) pages, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE). Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes.

We have found content, such as signature pages or fax headers/footers that are less than 850 bytes. Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery, and payment for, a high number of blank pages.

Konica Minolta uses BPE to ensure only blanks are deleted and that no content is lost. This process also ensures that the majority of pages with "bleed-through" that would have survived a 2,500-byte drop-out are deleted.
- Konica Minolta performs a proprietary post-process review that identifies and corrects possible "piggy-back" documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find post-scan.
- Konica Minolta provides a scan-on-demand service to provide access to documents while they are in the capture process.

Konica Minolta provides a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system.

User IDs will be issued based on the instructions provided by the customer's project team leaders. Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST.

Requests in excess of four-per day are subject to a charge of \$35 each, at the discretion of the Konica Minolta Project Manager. After-hours retrieval will be charged at a rate of \$150 per request.

- Konica Minolta has a robust IIM software and SharePoint professional services practice and has resources available to engage with the United City of Yorkville to provide services associated with the ingestion of the images into their IIM software or SharePoint. These services are billable at the then current Professional Services rates.

Project Specification – Residential and Commercial Property Files

The project specifications listed below will be reviewed and agreed upon during a document review.

- For this project, it is assumed that there are no duplex pages.
- For this project, it is assumed that the Residential and Commercial Property records are stored separately and clearly marked as such in either filing cabinet drawers or storage boxes.
- It is assumed that document preparation will require the unfolding of large-format plans, a minimal to moderate removal of staples or clips, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
- It is assumed that the overall page condition is in relatively good condition and will not require repair (such as mending or taping services) in order to facilitate scanning services.
- The files will be unitized at the document level, creating a single document for each document type within a Property folder that is identifiable and unitized by either a divider tab or clipped/stapled document set.
- It is assumed that there is an approximate average of 50 pages per Property folder..
- It is assumed that there is an approximate average of 17 pages per document type within a Property folder.
- The files contain primarily 8½”X11” pages, but will contain large-format plans with sizes larger than 11” x 17”.
- Each Property folder will contain the following document types: Permits, Violations, and Plats
- It is assumed that each document type within a Residential folder will be clearly identifiable such as on a divider tab (no searching is required)
- The documents will be indexed on 4 values: (located on either the file folder tab, divider tab, or on the 1st page of a clipped/stapled document set, in a consistent location)
 - Street Name (all Capital alphabetic letters - Located on either the file folder tab or on the 1st page of a clipped or stapled document set in a consistent location)
 - Numerical address with Direction (such as 101 E - no period. Located on either the file folder tab or on the 1st page of a clipped or stapled document set in a consistent location)
 - Document Type (such as Permit, Violations, and Plats - Document types are clearly identifiable on a folder or divider tab.)
 - The Permit Document Type will require an additional index value which is the Permit Number (such as 2021-16)
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured in black and white.

- **IMPORTANT:** Should the City determine it wants completed documents returned upon project completion it is assumed that pages will not require re-prep services, such as there will be no-restapling, no refastening, or no re-clipping of pages after the scanning process. File folders will be returned empty in the order received and to the original box followed by scanned pages that will be returned loosely with separator sheets to the original box in the order received.

Key Dates (To Be Determined)

The key dates listed below are preliminary, and mutually agreed upon by the United City of Yorkville and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and the United City of Yorkville.

Description	Target Date
Contract Execution	TBD
Purchase Order Delivery (if necessary)	TBD
Project Kickoff Call/Meeting	TBD
Pack/Ship	TBD
Initial Delivery, Review and Customer Sign-off	TBD
Final Delivery	TBD

Upon execution of this Proposal and a Purchase Order (if necessary) has been received, the digital conversion process identified above will be initiated with development of an initial project plan and schedule. This should take one to two weeks, and be cooperatively developed with the United City of Yorkville as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops during the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

Proposal Acceptance

Document Conversion Process and Methodology

The attached Document Conversion Process and Methodology document describes the general processes and procedures employed at the Konica Minolta BPO processing center. Some or all of the processes will be applied to the United City of Yorkville's projects, as described in this Proposal.

Proposal Acceptance Period

This Proposal, and the pricing contained herein, is valid for a period of 30 days from the date stated on the cover page,

Controlling Document

This Proposal is subject to the terms and conditions contained in the attached Scanning Services Agreement.

Acceptance

I have read and understand the terms and conditions set forth in this Proposal. As a duly authorized representative of the United City of Yorkville, I hereby accept this Proposal on behalf of the United City of Yorkville.

I further understand that this Proposal and the governing Scanning Services Agreement constitute the complete and exclusive statement of the agreement between the parties related to the subject matter contained herein, and all prior agreements for these services verbal or written are superseded. Any changes to the scope of work specifications following signature of this agreement are subject to the Change Control Process.

Selections

Please check below product/service to be acquired:

Yes	No	Product and/or Service
		Backfile scanning services of Commercial and Residential property files based on an estimated standard-size page count of 627,096 pages and 34,950 large-format plans for a combined estimated project total of 662,046 pages at an estimated cost of \$125,224.
		(Optional Service) OCR for full-text search capability of standard-size pages at an additional estimated cost of \$3,135.
		White-Glove packing and transportation services is based on 1 trip to pack an estimated 465 standard-size Bankers boxes. Services include all packing supplies, boxing of documents, creation of a shipping manifest, and transportation to the scanning facility at an estimated cost of \$4,373.
		(Optional Service) KMBS Return Transportation of completed document boxes to the client location is based on 1 trip to return 465 boxes at a cost of \$2,863.
		(Optional Service) Certified Document Destruction Services is based on shredding 465 standard-size boxes upon project completion and providing a Certificate of Destruction for the City's records at an estimated cost of \$3,488.

Please check below any additional services that you would like Konica Minolta to provide with respect to this project:

- ☐ Master Archival CDs
- ☐ CD copies (See Disaster Recovery section, above.)
- ☐ Annual disaster recovery storage at KONICA MINOLTA facility (See Disaster Recovery section, above.)
- ☐ Box Disposition (Check the option below)
 - Return documents to Customer
 - Store for 30-days following data delivery then, in the absence of a request to hold, destroy
 - Extended Storage (_____ Days)

Signatures

AGREED AND ACCEPTED by an authorized representative of each party.

The United City of Yorkville Approval

Title	Approver	Signature	Date Signed
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Konica Minolta Business Solutions U.S.A., Inc. Approval

Title	Approver	Signature	Date Signed
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Title	Approver	Signature	Date Signed
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Appendix A: Attachment List

Document Conversion Process and Methodology

Konica Minolta Change Control Process Document Sample

Konica Minolta Scanning Services Agreement (SSA)

Appendix B: Document Conversion Process & Methodology

Konica Minolta Business Processing Outsourcing Processing (BPO) Centers are located in Chatsworth, CA, Lexington, KY and Warwick, RI. These processing centers are capable of capturing over eight million images per month. Best practices and quality assurance processes are built into all BPO processes. The National Director has served as Chairman of the Board of the Association for Intelligent Information Management (AIIM), with a focus on BPO quality and best practices. AIIM is an international association focused on IIM and BPO, with over 60,000 members. These quality processes and BPO best practices are deeply ingrained in the Konica Minolta BPO business.

Project Methodology

Konica Minolta follows a Project Implementation Methodology (PIM) based on lean principles. The PIM provides a framework for a repeatable and continually improving process for delivering high-quality services to our customers.

The PIM provides a common language for the project team and includes best practices and process guides to leverage the experience gained from past projects. It takes into consideration resource and time constraints by utilizing templates, tools, sample project plans, and intellectual capital.

Working with Konica Minolta project managers, customers' team members collaboratively finalize a mutually acceptable project schedule. The schedule outlines tasks and timelines detailing every facet of the project from document pickup and delivery to periodic batch turnaround times.

Roles and responsibilities, a communication plan, and issue tracking and resolution procedures will be finalized during a project kick-off meeting.

Project Initiation and Planning

Upon the initiation of a project, a Project Initiation Meeting is scheduled between the customer and Konica Minolta. The Project Initiation Meeting will include Processing Center and customer key project team members.

The agenda for this meeting includes evaluating project requirements, determining project timelines, confirming responsibilities of key individuals, establishing designated customer contacts, discussing quality assurance procedures and outlining delivery and pickup schedules. Additionally, overall document preparation and indexing requirements will be discussed.

A resulting project specification document will be created documenting project requirements. This document will include detailed steps related to document pickup and delivery, document preparation activities, including specific knowledge/decision making requirements, indexing, scanning, output, delivery of metadata and digital images, and final box disposition. The Processing Center staff and the customer will work through an iterative process to fine-tune the project specifications until it accurately reflects the procedures required to properly transform the paper documents to digital format.

Document Pickup and Delivery

Konica Minolta understands the importance of maintaining an iron-clad chain-of-custody with respect to the customer's records.

Konica Minolta is able to provide full service, including packaging, manifesting and shipping documents. Alternatively, customers are able to perform these tasks with clear guidance and tools provided by Konica Minolta. Boxes will be delivered to the Processing Center for processing. A receipt for delivery and pickup will be signed by both a Processing Center and customer authorized contact.

Konica Minolta recommends the use of manifests to support the chain-of-custody as well as document requests throughout the capture process. Konica Minolta provides tools that will support either a detailed or summary manifesting process.

The boxes will be logged in a tracking system when unloaded at Konica Minolta's facility and physically "checked off" on the courier form to ensure receipt. The contents of the box will be reconciled against the enclosed manifest during processing. If there are any anomalies in either the courier form or the manifest, the responsible customer representative will be contacted immediately to correct or reconcile the issue.

Each stage of the transformation from paper to digital format is tracked and managed through a combination of project management tools and Operations personnel and management. Boxes are systematically labeled to track their status and the next step in the process. The tracking system is constantly updated to provide an audit trail and record the flow and status of the documents.

In order to ensure the project is delivered on time, a project plan and timeline will be created and maintained. The project plan and timeline will become the reporting mechanism for regularly scheduled project status reports and meetings.

Document Preparation

Document preparation includes creation and application of bar-code break sheets, staple removal, document separation, organization, taping of torn documents and photocopying of poor originals, if necessary.

The document preparation staff will apply a break (cover) sheet to each document as required for each project. The bar-coded sheets provide an automated method of populating the index fields during document scanning. The cover sheet can also be manually populated with index values. In the past, Konica Minolta has been able to use a combination of automated bar code indexing and manual document index identification for various projects.

Often it is determined that Konica Minolta can receive electronic files from customers with metadata associated with the documents to be scanned. In these cases, the majority of metadata is provided in electronic form by the customer and Konica Minolta produces barcode slip sheets with this metadata.

This process provides two benefits: (1) It provides 100 percent accuracy on document indexing and; (2) It provides a tool for identifying any missing files or files for which there is no associated data. Any exceptions identified are brought to the attention of the customer's team member

responsible for the project for reconciliation and correction. This process is finalized during the project kick off meeting.

In the event that large format items are included in a project (e.g., blueprints, design drawings, etc., which exceed 11X17”), Konica Minolta is uniquely qualified to capture these documents and integrate the items in the same order in which they were found in the source document of folder. Some vendors scan these items as separate documents, while other vendors group all large format items at the end of a document. Either option creates chaos as pages of content are delivered in an out-of-order sequence.

Konica Minolta utilizes internally developed processes and software to guarantee large format items are captured in the original file order within the collection. After completion of the document preparation, the boxes are moved to the scanning area.

Scan, Index and Verify

Quality is implemented throughout every stage of the document conversion process. Each project is examined on the front-end and configured to the specifications that will ensure the best quality image. The scan process incorporates personnel skills, technology configuration and a consistent process. Scan operators have years of experience and are skilled with hand-eye coordination, to view every image as it is scanned, while also ensuring it is fed through the scanning equipment properly. The equipment is configured to detect double feeds, preventing “piggy-backs”. The equipment goes through periodic maintenance processes throughout the day, including cleaning and calibration, to ensure optimal performance.

Each scan operator is trained on the specifications of each project and the expected end-results. The scan operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document and adjustments are made to the scanning software to produce a quality scanned image. If automated indexing is performed (through barcodes) during the scanning process, the scan operator verifies and validates upon scan the appropriate values are being populated

Upon completion of scanning, the project will enter the manual indexing stage, if required. Konica Minolta will manually index documents; double-keying any key fields as designated by the customer, and will enter additional indexes as defined in the project. Double blind key indexing is a process whereby an index is entered a second time by a separate operator to validate accuracy. This process assures 99.95 percent accuracy, at the character level, of the indexing. The use of the barcode cover sheets provides significant savings and an even higher level of quality.

Konica Minolta can provide automatic indexing through the use of external database sources utilizing a match and merge process. This process provides additional indexing for minimal cost, will produce high quality indexing results, and will provide additional search criteria for the end user retrieval application.

Konica Minolta has the capability to perform verification checks against data sources provided by the customer to ensure 100 percent accuracy of key fields.

Indexing of each of all content types is determined at the onset of the project. Manual, zonal OCR and blind key verification, along with the use of bar codes when feasible are employed for

the highest level of quality available. The indexing operator and QA staff will verify and validate that the appropriate values are being populated.

Once the indexing has been reviewed and determined to be accurate, the project is transitioned to the post-processing step.

Post-Processing

Images are post-processed in order to de-skew and remove black borders. Konica Minolta can optionally remove other predictable defects, such as hole-punches.

Once the post-processing has been completed, the project is transitioned to the Quality Assurance process for final review and verification.

Quality Assurance – Blank Page Deletion

An internally developed, manual-assisted automated Blank Page Eradicator (BPE) technology is utilized to identify true blank pages for deletion, ensuring the majority of blank pages are eliminated from the collection and pages that actually contain content are not arbitrarily deleted. Other BPO processors rely on file size thresholds to delete suspected blanks. The threshold is typically 2,500 bytes. Konica Minolta has found signature pages as small as 850 bytes. By deploying our proprietary BPE process, we ensure our customers never lose vital data due to arbitrary criteria.

Konica Minolta executes a proprietary quality assurance process, developed internally by Konica Minolta technical staff. This process will run against the production data prior to image delivery. The purpose of the quality assurance step is to ensure there is an image for every database entry. Likewise, this step will verify there is a database entry for every image. Furthermore, this process will electronically open every image in the delivery to ensure (1) the image can be opened and (2) the image is not corrupt.

Finally, this quality assurance process will check for embedded break sheets validating there are no “piggy-back” documents in the queue prior to image publication and delivery. A piggy-back condition is created when a break sheet is not properly identified by the scanner and one document becomes the end of the prior document, making that document irretrievable by end-users. Most vendors do not have a means to identify and eliminate this condition. A page-by-page review is conducted by a QA operator. The operator is able to rescan poor images during this final step.

Once quality assurance tasks are completed, the batch is staged for output and delivery.

Output and Data Delivery

After quality assurance is completed, images will be delivered to the specifications defined by the customer in conjunction with Konica Minolta. Any exceptions reported during transmission will be identified, reconciled and either corrected or reported to the appropriate customer representative for resolution. A designated representative will receive notification emails and electronic deliveries are completed. Optionally, they can get confirmation of a successful load into their document retrieval software. This requires that the software supports auto-notifications.

The customer will then carry out any designated internal quality assurance within thirty (30) calendar days. Upon completion of any customer designated internal quality assurance, the customer will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during the internal quality assurance process. If Konica Minolta is not notified of acceptability of the work delivered, the work delivered will be deemed “accepted” after thirty (30) calendar days.

Post Delivery Data Purge

All customer data is purged from Konica Minolta servers 60-days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

Box Disposition/Delivery

Documents are not typically reconstructed to their original state, unless this has been stipulated for the project. Instead, Konica Minolta prepped bundles, along with file folders, will be placed back in the corresponding boxes in which the collection was received. Completed boxes are either returned to the customer, stored for 30-days and destroyed, or placed into extended storage, at the instruction of the customer.

Destruction Services

Depending on the specific needs of the customer, there are three methods used for destruction:

- **In-house shredding** – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- **In-house third-party shredding** – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner’s shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- **External third-party shredding** – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner’s facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the customer upon completion of shredding.

Exception Process/Issue Resolution

In the event of exceptions, the Konica Minolta Project Manager will contact the customer’s Project Manager and determine a mutually agreeable means to overcome the exception. Any process change stemming from an exception process will be documented via email with a request for confirmation from the customer’s Project Manager. Any changes will be added to the customer’s processing manual to ensure consistency through the project and, in many cases, supported by a signed Change Control.

Document Access – Scan on Demand Service

Konica Minolta will provide a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system. User IDs will be issued based on the instructions provided by the customer's project team leaders.

Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST. If daily document access exceeds four requests, Konica Minolta reserves the right to charge \$35/hour for additional requests.

Appendix C: Konica Minolta Change Control Process Document Sample

CHANGE CONTROL

Title:		Project:	
Date:			
Author:		Organization:	
Originator:		Organization:	

Proposed Change Description:

Justification:

Affected Requirements:

Impact on Cost:

Impact on Schedule:

Impact on Resources:

Travel:

Detailed Review Results:

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

FINAL APPROVALS (Signature Block is Provided Here)

Appendix D: Scanning Services Agreement

This Scanning Services Agreement ("Agreement") is made and entered into this ____ day of December, 2022 ("Effective Date") by and between the United City of Yorkville, located at 800 Game Farm Rd, Yorkville, IL 60560-1133 ("CLIENT"), and Konica Minolta Business Solutions U.S.A., Inc., located at 100 Williams Drive, Ramsey, New Jersey 07446 ("CONTRACTOR").

WITNESSETH

WHEREAS, CLIENT desires to engage Contractor to provide the document services specified herein as an independent contractor and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR desires to provide the document services specified herein to CLIENT as an independent contractor and in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF DUTIES.

- (a) CONTRACTOR shall provide the services set forth in each proposal issued by CONTRACTOR ("Proposal"), which may be attached hereto or, if not attached, shall be treated as an addendum to this Agreement when fully executed by the parties. To the extent there are any discrepancies or inconsistencies in the terms of this Agreement and a Proposal, the terms of this Agreement shall prevail.
- (b) To the extent CONTRACTOR provides scanning services, CLIENT certifies that CLIENT is authorized by the owner of the documents and data included in the Proposal to deliver the documents and data to CONTRACTOR to be duplicated and captured electronically. CLIENT further certifies that copying and electronically capturing these documents will not violate any copyrights.
- (c) CLIENT Contact Person is: Krysti Barksdale-Noble
- (d) CONTRACTOR and CLIENT may hereafter mutually agree to include additional Statements of Work as Change Controls referencing the original Proposal and this Agreement. Such additional Change Controls shall not be valid unless in writing signed by both parties. Any valid Change Control shall be incorporated herein by this reference and included in the definition of Proposal and Contract Documents, as such terms are used herein.
- (e) In the event that CONTRACTOR is requested or required to perform services beyond those which are specifically set forth in the Proposal or a Change Control, any such additional services and a compensation schedule for such services shall be mutually agreed upon in advance by a written Change Control between the parties, specifying the amended scope of work, project specifications, delivery dates, and the impact on compensation. Said mutually agreed upon Change Control shall be an amendment to the applicable Proposal and this Agreement. If the parties are unable to agree on the

terms of a Change Control, then the parties may agree to complete the project according to the original Proposal or Change Control.

2. WORK STANDARDS. CONTRACTOR shall perform the services in a professional and workmanlike manner in accordance with generally accepted industry standards and in material compliance with the original Proposal and each subsequent Change Control executed by the parties. THIS SECTION 2 SETS FORTH THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. TERM AND TERMINATION. (a) The term of this Agreement shall commence on the Effective Date and terminate on the date that Contractor receives payment in full for all outstanding Statements of Work contained in Attachment A. (b) Either party may terminate this Agreement for cause if the other party fails to cure a material breach of this Agreement within ten (10) days following receipt of written notice which details the nature of the breach. (c) Either party may also terminate this Agreement without cause upon thirty (30) days written notice to the other party. (d) If this Agreement is terminated by either party without cause, CLIENT shall pay CONTRACTOR for all work completed or otherwise performed up to the date of termination; CLIENT shall be relieved of any further obligations or liabilities to CONTRACTOR, financial and otherwise; and CONTRACTOR shall promptly deliver to CLIENT any deliverable or CLIENT documents in its possession.

4. COMPENSATION. In consideration of the performance of the terms of this Agreement, CLIENT shall pay to CONTRACTOR, and CONTRACTOR shall accept from CLIENT, in full payment for CONTRACTOR's services hereunder the fees set forth in the Proposal and any associated Change Controls. CONTRACTOR shall invoice CLIENT monthly. Payment shall be due Net 30 Days from the date of each invoice. Any additional fees shall be mutually agreed upon prior to CONTRACTOR's performing additional services.

5. CONFIDENTIALITY; INDEMNIFICATION.

(a) CONTRACTOR recognizes that it will have access to confidential information of CLIENT as a result of its performance of the services hereunder and agrees to take commercially reasonable precaution to safeguard and treat the information as confidential and to take appropriate action by instruction, agreement and notice to its employees of the confidential and proprietary nature of the information provided. CONTRACTOR shall not use or disclose, directly or indirectly, any of the information which it receives from CLIENT other than as required to perform its obligations hereunder.

(b) CONTRACTOR agrees to abide by all applicable state and federal laws regarding the security of the information it receives from CLIENT. CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT from and against any third party claims, causes of action, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising from CONTRACTOR'S disclosure of CLIENT's employee personal information as a result of CONTRACTOR's negligence or willful misconduct.

(c) The above confidentiality provisions and indemnification obligations shall not apply to any information or liability arising from disclosure of information that:

- (i) is or (through no improper action or inaction by CONTRACTOR) becomes generally known to the public;
- (ii) was properly in CONTRACTOR's possession or known by it without restriction prior to receipt from CLIENT;
- (iii) was rightfully disclosed to CONTRACTOR by a third party without restriction;
- (iv) was developed by CONTRACTOR independently and without the use of CLIENT's confidential information; or
- (v) is required to be disclosed by court order or operation of law; provided, that CONTRACTOR shall immediately notify CLIENT of such required disclosure to enable CLIENT to contest such disclosure, in which event CONTRACTOR shall take reasonable steps to cooperate with CLIENT to limit such disclosure in accordance with applicable law.

6. NON-DISCRIMINATION. CONTRACTOR represents and warrants that it complies with all applicable federal and state laws and regulations governing employment relationships with its employees and subcontractors, including, but not limited to, equal employment and nondiscrimination, affirmative action, sexual harassment, equal pay, accommodation of disabilities, family and medical leave and workplace safety.

7. LIMITATION OF LIABILITY. (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE OR THIRD PARTY PERSONNEL. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR'S TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK ISSUED HEREUNDER, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE TWO TIMES (2X) THE TOTAL PAYMENTS MADE BY CLIENT TO CONTRACTOR FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. WAIVER. The failure of either party at any time to require performance by the other party of any provision expressed herein shall in no way affect such party's right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any provision

expressed herein be taken or held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

9. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture.

10. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

11. NOTICE. All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), and addressed:

If to CLIENT: The United City of Yorkville
 Attn.: Krysti Barksdale-Noble
 800 Game Farm Road
 Yorkville, IL 60560

If to CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.
 Attn: Paul Engel
 2464 Fortune Drive, Ste. 180
 Lexington, KY 40509

12. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement or any Change Controls (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost, and such party resumes performance hereunder as soon as possible.

13. APPLICABLE LAW. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky and the parties consent to the jurisdiction and venue of the state and federal courts of the Commonwealth of Kentucky.

14. INTEGRATION. This Agreement (and all attachments) embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, whether oral or written, are merged into this agreement. Neither this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both CONTRACTOR and an authorized representative of CLIENT.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have hereunto executed this Agreement as of the Effective Date provided above.

The United City of Yorkville Approval

Title	Approver	Signature	Date Signed
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Konica Minolta Approval

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

Agenda Item Number

Administration Committee Report #2

Tracking Number

ADM 2023-29

Agenda Item Summary Memo

Title: Consortium Termination and Approval for New Contract

Meeting and Date: City Council – June 27, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 6/21/23 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2023-29

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](https://twitter.com/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: June 15, 2023
Subject: Consortium termination and approval of new contract

Summary

Consideration of a resolution to authorize the termination of the GovIT Consortium and approval of a standalone, three-year contract with Interdev to serve as the City's IT provider.

Background

The City joined the GovIT Consortium in 2017, which allowed a joint IT provider and shared IT policies and procurement to be used by Yorkville, Lake Bluff, Buffalo Grove, Kenilworth, Glenview, Lincolnshire, and Oswego. The City was able to share IT work hours and equipment with these other Chicagoland municipalities and benefitted from discounted bulk pricing on software and licenses through the consortium. Additionally, the City's operations were directly saved through our Consortium partnership when the City's email archiver unexpectedly crashed a few years ago and Glenview was able to loan Yorkville a used email archiver hardware until the City's replacement archiver could be delivered.

The GovIT Consortium has bid out IT provider services a few times since 2017, each time remaining with Interdev as the IT provider due to the combination of competitive pricing and firm experience. Interdev's pricing through the consortium was discounted because the consortium municipalities agreed to share employees interchangeably as needed. Additionally, Interdev's employees range from entry level help desk support to cybersecurity experts and CIOs. The IT contract through the consortium was bid out and shortlisted firms were interviewed as recently as Spring 2023, and all municipalities have recommended to stay with Interdev – either on their own or as part of a consortium.

Each time the consortium chose Interdev as internet provider, the consortium chose different service models within the contract. The original contracts near 2017 were work-hour based with some performance standards – generally, each town would get a minimum number of hours per week of onsite and remote work (Yorkville had 8 onsite and 20 remotely) and Interdev made some assurances that helpdesk tickets would be responded to, worked on, and resolved within certain timeframes depending on the severity of the incident. This often resulted in Yorkville receiving more work hours than the minimum in the contract, usually at no cost. At some point in the early contract, Glenview's due diligence with their own IT contract consultant resulted in them requesting the consortium move away from minimum work hours and to a contract with performance standards only – basically, Interdev would agree to respond, work on, and resolve issues within strict timeframes (or else penalties would be applied). This performance-type contract has been in use with the consortium and Yorkville since before the

pandemic and has resulted in us reducing our annual IT base contract cost from ~\$120,000 to ~\$100,000. Additionally, this new contract required all major work items over 20 hours to be done as part of a special work order – which is why the City Council approved supplemental project contracts for things like the City Hall move, phone system install, and server replacement. On average, the City has spent \$30,000 to \$60,000 per year in special contracts since we've moved to the new performance-based contract.

For the Spring 2023 bidding period, Glenview and Buffalo Grove (the two largest municipalities in the consortium) expressed interest in moving away from the performance standards contract and back to a contract with minimum work hours. As a result of this decision, they also expressed interest in going by themselves to an IT provider and not sharing resources with the consortium. Subsequently, the consortium has met to discuss the long-term viability of the consortium and concluded that it should disband, and each municipality should contract for their own IT services directly with a provider. Accordingly, we have drafted a resolution authorizing termination of the intergovernmental agreement that formed the consortium. Assuming the termination resolution is approved by all parties, the consortium will work over the next couple months to decouple existing work items and licensing and set them up with individual municipalities. We would expect that there may be some minimal costs with this process.

Based on the Spring 2023 bidding period and provider interviews, as well as the successful City Hall IT network move, I recommend a three-year contract with Interdev at a base annual cost of ~\$219,000 (quote attached). This contract would be a \$100,000 base level contract increase, but the net difference is expected to be \$60,000 to \$80,000 due to the fact that the City will not need special work contracts for projects. Additionally, the City will receive an onsite employee three times per week with an additional 4 hours of onsite or remote support from a higher-level network engineer and/or vCIO per week. This higher-level support will assist with larger items that used to be considered special projects, budgeting, and cybersecurity planning. We did ask Interdev for a proposal for onsite services five times per week. That annual contract came in around \$300,000, and we are not recommending pursuing that at this time. However, I have communicated to the management staff and Interdev that we may revisit that proposal if we find that we need more onsite services in the future. If that occurs, City Council would have to approve a new contract. In anticipation of a future City Council vote on the current proposed 3x/week onsite contract, I have asked Interdev to prepare a standard contract for review. I anticipate that draft contract will be available before the June 27th City Council meeting.

Finally, with the proposed annual spend of IT services now in the \$200,000 to \$300,000 range, I anticipate that we will explore two additional service options within this three-year contract term, in preparation for a contract renewal period in 2026: forming an IT consortium with other municipalities in the Kendall County area and/or hiring in-house employees.

Recommendation

Staff recommends approval of the resolution authorizing termination of the GovIT Consortium and a new contract for IT services with Interdev for three years.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
DISSOLVING OF THE GOVITC CONSORTIUM**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized 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 is a Member of the GovITC Consortium (the “Consortium”), an organization dedicated to information technology collaboration amongst governmental entities; and,

WHEREAS, the Consortium's bylaws provide for the dissolution of the Consortium under certain conditions, including but not limited to an affirmative two-thirds (2/3) vote of the entire Board; and,

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) find that circumstances warrant dissolution of the Consortium in accordance with the provisions set forth in the Consortium's bylaws.

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 Mayor and City Council hereby approve the dissolution of the GovITC Consortium, in accordance with the Consortium's bylaws.

Section 2. In the event of dissolution, the City hereby directs the Consortium's Board to establish and execute procedures necessary to effect the dissolution promptly, in accordance with Section XIII of the Consortium’s bylaws.

Section 3. The Corporate Authorities acknowledge that, upon dissolution, the remaining shared assets of the Consortium should be distributed among the then-existing Members in accordance with Section XIII of the Consortium’s bylaws.

Section 4. The Corporate Authorities recognize its responsibility, in the event of dissolution, to transition software and other shared assets in the name of the Consortium to its own organization and make its information technology support backbone ready to accept the data volume and transfer of shared assets, per the Consortium's bylaws.

Section 5. 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. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

PROPOSAL | **United City of Yorkville, Illinois**



Managed IT & Security Services

June 1, 2023



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IT Services



INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none">• Onsite support for server & peripheral hardware• Remote hardware support• Incident Management• Problem Management
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none">• Remote application support• On-site application support• Incident Management• Problem Management
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none">• Remote application and hardware support• On-site application and hardware support
Lifecycle Management	Standard management and administration of end user hardware and applications(On-premise/Hosted/Cloud)	<ul style="list-style-type: none">• Version Control• Asset Management• License Management• Change Management
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none">• Windows Updates• Firmware Updates• Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none">• Device Monitoring• Limited Application Monitoring
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none">• Request non-standard software• Procure/order new software• Install and upgrade standardized desktop software

DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> ▪ Remote hardware support ▪ Onsite support for server & peripheral hardware ▪ Incident Management ▪ Problem Management
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> ▪ On-site application support ▪ Remote application support ▪ Incident Management • Problem Management
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Asset Management • Version Control • License Management • Change Management
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Hypervisor Updates • Windows Updates • Firmware Updates • Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Device Monitoring • Application Monitoring
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> • On-premise data backup management • Cloud data backup management • Data backup application support (on- premise or cloud) • Disaster Recovery application support (on- premise or cloud)
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> ▪ Access Control System Management ▪ Power Systems Management and Monitoring ▪ Cable Infrastructure Management ▪ Environmental Control Systems Management and Monitoring
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> • Request non-standard software • Procure/order new software • Install and upgrade standardized desktop software

NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none">• Onsite support for server & peripheral hardware• Remote hardware support• Incident Management• Problem Management
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none">• Remote application support• On-site application support• Incident Management• Problem Management
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none">• Version Control• Asset Management• License Management• Change Management
Patch Management	Patch and Firmware management of all network related hardware and applications	<ul style="list-style-type: none">• iOS Updates• Firmware Updates• Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none">• Device Monitoring• Limited Application Monitoring
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none">• Access Control System Management• Power Systems Management and Monitoring• Cable Infrastructure Management• Environmental Control Systems Management and Monitoring

SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> • Remote Support • Incident Management • Problem Management
Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> • Remote support • On-site support • Incident Management • Problem Management
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> • Remote application support • On-site application support • Incident Management • Problem Management
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> • Version Control • Asset Management • License Management • Change Management
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> • Operating System Updates • Firmware Updates • Third Party Application Updates
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> • Remote support • On-site support • Incident Management • Problem Management

Staff Availability and Support Services Response

SUPPORT SERVICES RESPONSE

InterDev's ITIL based support structure for all support services is guided by our customer specific Service Level Agreements (SLAs) that are developed prior to the client onboarding process. InterDev will provide Yorkville with 24x7 support options that include our basic and advanced monitoring services.

Service Levels and Response Times

InterDev will work with Yorkville to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Yorkville's expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM CST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.

A defined SLA structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the city staff's expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain United City of services (i.e. Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The city's actual SLA's will be determined jointly between Yorkville and InterDev.

Urgency		IMPACT		
		H	M	L
	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

After Hours & Emergency Services

With our experience supporting municipalities we understand that local governments are 24x7 operations. InterDev will provide 24x7 support to Yorkville that will include after-hours emergency support that gets routed to our support call center. For after-hours support end users can submit emails or call a dedicated support number. In the case the primary technician cannot be contacted, the support call will be escalated a backup technician and then to a manager.

Advanced Security Services



Advanced Security Services

Security has become an integral, necessary component of any organization. It no longer matters if you are a commercial entity or a public service organization, if you are large or small; security is a necessary part of conducting business. We believe that a well-constructed, layered defense, that is fully integrated into your systems and processes will serve as an enabler for your organization.

Conducting regular assessments, continually analyzing vulnerabilities, and testing those systems are critical components to any security program. Built specifically for these types of opportunities, InterDev has garnered a regional reputation for providing solutions-focused and industry leading managed IT services.

InterDev's deliberate approach to comprehensive IT solutions for government has prepared us to implement a strategy that will provide Yorkville with the following benefits:

A. INCREASED OPERATING EFFICIENCY	B. INCREASED OPPORTUNITIES FOR COST SAVINGS	C. INCREASED FOCUS ON HUMAN CAPITAL
Will include increased capacity via an in-house IT team of professionals	Extensive experience working with municipalities to reduce costs and to become more efficient	Includes developed security services to benefit the city and the community
Reduced workload on in-house resources	InterDev's professional IT assessment provides critical data from your servers, PC workstations, laptops, network printers, cell phone, and camera systems to benefit the city.	Aims to support Yorkville to improve the function of the United City of and the lives of residents
Increases a focus on compliance	Provide critical data for increasing equipment and product utilization, efficiency, and security of the United City of Yorkville's environment.	Includes management of services to reduce security vulnerabilities, provide routine maintenance, and monitor overall infrastructure in developing an Information security framework
Increases the accuracy and vigilance around identifying and addressing malware events	No lost time due to system being unavailable. Reduced loss of time for minor incidents. Reduction in brand damage due to ransomware.	Security Program specifically for the United City of Yorkville.

InterDev Security Stack

Security Essentials – InterDev's proposed security package of products and services represents what we consider the absolute minimum level of security and risk management required for the United City of Yorkville. Our security stack will provide the city with a cost-effective set of security tools and represents what we would consider the minimum amount of due care to meet basic cyber-hygiene. The proposed security stack will include the following:

Patch Management – InterDev uses Ninja RMM as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

Endpoint Detection and Response (EDR) - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offering comes in two variations to fit any budget.

Active Threat Hunting – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

Email Security - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Sentinel platform that leverages a behavior-based AI engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing.

Multi-Factor Authentication (MFA) - InterDev uses Duo Security for our three multi-factor authentication offerings. Duo MFA as a base offering, Duo Access for organizations requiring more granular control and conditional access, and Duo Beyond for those requiring much greater control over endpoints. Duo is completely cloud-based, easy to use and offers several methods for authentication.

Secure Internet Gateway and DNS-Based Protections – Cisco Umbrella's Secure Internet Gateway (SIG) and DNS filtering is one of the best strategies in defending against malware and protecting your assets as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises security and web filtering to your workforce, no matter where they are. The platform also provides visibility and control over risky applications as well as security scanning of your cloud environments.

Dark Web Monitoring - Using Kaseya's DarkWeb ID platform, the security team monitors and is alerted when your credentials are found on the DarkWeb allowing us to take pre-emptive action to protect against account compromise.

Password Manager – Credential harvesting an account compromise continues to be one of the most common methods for breach. Using a password manager can help users better manage their credentials without the need for memorization or the use of risky password files. Using a password manager will reduce potential exposure by instilling good password habits for your users.

Price Proposal



INTERDEV PRICING

DETAILED SERVICE PRICING LISTING	
SERVICE CATEGORIES	MONTHLY
Onsite/Hybrid - Systems Engineer II	\$9,263
Onsite/Hybrid - Systems Engineer III	\$934
Remote Help Desk & Centralized Support	\$4,973
Security Services	\$1,706
vCIO (<i>Virtual Chief Information Officer</i>)	\$1,422
MONTHLY TOTAL	\$18,298
ANNUAL TOTAL	\$219,576

Notes:

*The cost for the Security Services are for base services only. Software licensing and administration is priced separately depending upon options chosen.

Pricing Adjustment "True Up" Schedule - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment of quarterly. The "true up" will adjust billing for the next quarter based on the total number of confirmed users by the city. The United City of Yorkville will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the city the difference for the last 30 days of services. Current pricing is based on 105 users.

Annual Escalator: Up to a 5% escalator shall be applied upon the agreement anniversary

INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required in order to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – On an as needed basis, the project must be documented in order to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion of the project.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

PROJECT RESOURCES	RATES
CIO/CISO	\$250.00
Systems/Network Engineer III	\$225.00
Systems/Network Engineer II	\$200.00
Systems/Network Engineer I	\$175.00
Security Engineer	\$225.00
Project Management	\$175.00
GIS Analyst	\$175.00

**PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE UNITED CITY OF YORKVILLE AND
InterDev, LLC.**

THIS AGREEMENT (the “Agreement”), dated this ____ day of June, 2023, is entered into by and between the United City of Yorkville (the “City”), an Illinois municipal corporation, and InterDev, LLC, a Georgia limited liability company with offices located at 900 Holcomb Bridge Parkway, Roswell, GA (the “Consultant”) (collectively, the City and Consultant are the “Parties”).

RECITALS

WHEREAS, the City seeks a consultant to perform in part or in whole converged information technology services as detailed in the request for proposals (the “RFP”) released by the GovIT Consortium, (the “Services”);

WHEREAS, the City is a member of the GovIT Consortium; and

WHEREAS, the Consultant submitted an acceptable proposal to provide the Services; and

WHEREAS, the City wishes to enter into a contract with the Consultant to authorize the Consultant to provide the Services; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents, which constitute the entire agreement between the City and the Consultant, are:

- A. Consultant Proposal (Exhibit A)
- B. This Agreement and all exhibits thereto.

These documents are collectively referred to herein as the “Agreement Documents”. In the event of a conflict between this (i) Agreement and its exhibits or (ii) this Agreement and the RFP, the provisions of this Agreement shall control.

SECTION 2. SCOPE OF WORK (SOW)

The Consultant agrees to provide the Services in accordance with the Agreement Documents, and as reasonably required in accordance with direction provided by City management at the time when, and at the place where, the Services are performed.

SECTION 3. TERM; TERMINATION

The initial term of this Agreement shall commence on July 1, 2023 and remain in effect through June 30, 2026 (the “Initial Term”). The initial term of this Agreement is 3 years and may be extended by successive 2-year periods or for any other period as mutually agreed to by the Parties in writing (each, a “Renewal Term” and, with the Initial Term, the “Term”) prior to the expiration of the then-current Term.

For any term beyond the Initial Term, this Agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the City to appropriate funds in future contract years.

After the conclusion of each 12-month period the Consultant may request an increase in the contract amount for the next 12-months. The request shall be made in writing and negotiated with the City no less than 30-days prior to implementation of the increase. Said increases shall be limited to no more than five percent.

The City and the Consultant reserves the right to terminate this Agreement, or any part of hereof upon one hundred twenty days’ written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment from the City for work completed up to and including the date of termination in accordance with the terms and conditions of the Agreement Documents.

In the event the City elects to exercise its option for the Renewal Term, it shall provide written notice to the Consultant no less than thirty days before the expiration of the then current Term.

SECTION 4. RECORDS AUDIT

Upon written request of the City, but not more than once a year, Consultant shall provide the City with access to all of Consultant’s records related to performance of this Agreement. The City agrees to keep confidential any and all such information to which it is provided access to the extent allowed by law.

SECTION 5. INDEMNIFICATION

The Consultant agrees to indemnify, save harmless and defend the City and its elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against, and hold it and them harmless from, any and all lawsuits, claims, injuries, demands, investigations, liabilities, losses, and expenses; including court costs and reasonable attorney’s fees, including fees and costs related to any appeal, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the Services to the extent caused by actions of the consultant. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

SECTION 6. INSURANCE

The Consultant shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois

and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under this Agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall cause each subconsultant to purchase and maintain insurance of the type specified below. When requested by the City, Consultant shall furnish copies of certificates of insurance evidencing coverage for each subconsultant.

6.1 **Workers' Compensation Insurance** covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

6.2 **Employers Liability** covering all liability of consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

6.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

6.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed in an amount of at least \$1,000,000.

6.5 **Professional Liability Insurance** shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions	\$1,000,000 per occurrence; \$2,000,000 aggregate
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6.6 Consultant agrees that with respect to the above required insurance:

6.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

6.6.2 To provide separate endorsements: to name the United City of Yorkville as additional insured as their interest may appear, and; to provide thirty days' notice, in writing, of cancellation or material change.

6.6.3 The Consultant's insurance shall be primary in the event of a claim. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant insurance and shall not contribute with it.

6.6.4 The City shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: United City of Yorkville Attn: City Administrator, 651 Prairie Pointe Drive, Yorkville, IL, 60560.

6.6.5 A **Certificate of Insurance** that states the City of Yorkville has been endorsed as an "additional insured" on a non-contributory basis by the Consultant's insurance carrier. **Specifically, this Certificate must include the following language: "The United City of Yorkville, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

6.6.6 All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

6.7 **Failure to Comply:** In the event the Consultant fails to obtain or maintain any insurance coverages required under this agreement, the City may purchase such insurance coverages and charge the expense thereof to the Consultant.

SECTION 7. INVOICES AND PAYMENTS

The Consultant shall submit detailed invoices for services, including the number of hours worked per week and a description of work performed during that time. No allowances shall be made for expenses other than those identified herein without prior approval. Payment from the City shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

SECTION 8. AGREEMENT PRICE

The City agrees to pay the Consultant in accordance with the Agreement Documents in an annual estimated amount as defined below, without written approval, inclusive of all services and reimbursable expenses as identified herein.

Pricing is based upon 105 users at \$174.27/user/month. The 12-month estimated expense is \$219,576 and does not include anti-virus software licensing. The number of users shall be trued up quarterly and resulting monthly fee adjusted for the next quarter based upon the total number of confirmed users. Any change in the number of users will be applied retroactively no more than 30-days.

Services and Project Resource Rates shall be subject to an annual escalation rate which shall not exceed 5% ("Escalation Percentage") for each subsequent year of the Agreement.

The City agrees to pay the Consultant the sums as indicated below for additional services upon written direction of the City:

1. Special Projects – Hours, scope and rate to be negotiated and agreed upon in writing by the Parties in advance of the work and a signed scope of work signed prior to commencing work.

SECTION 9. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Kendall County, Illinois.

SECTION 10. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the City.

SECTION 11. CONSULTANT REPRESENTATIONS

Consultant hereby represents and warrants as follows:

- A. It is a company which is validly existing and duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.
- B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Consultant to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Consultant is duly authorized to do so and this Agreement is a legal, valid and binding obligation of each and all of the owners, shareholders, officers, managers, partners or members of Consultant, enforceable against them in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- C. Except only for those representations, statements or promises expressly contained in the Agreement Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the City, its officials, agents, or employees has induced Consultant to enter into this Agreement or has been relied upon by Consultant.

D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Consultant which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Consultant has not received notice of, nor has a reasonable basis for believing that Consultant or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Consultant, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Consultant shall provide prompt notice to the City whenever any of the representations or warranties contained herein ceases to be true or correct.

SECTION 12. ASSIGNMENT

The Consultant shall not assign any duties or performance under this Agreement without the express written consent of the City.

SECTION 13. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both of the Parties.

SECTION 14. NO IMPLIED WAIVERS

The failure of either party to this Agreement at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver of either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 15. OWNERSHIP OF DOCUMENTS

The City shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement.

SECTION 16. RECORDS AND INFORMATION

Consultant understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. Further, any output from this Agreement is to be kept confidential and is for the sole use of the City. Consultant shall not reveal such information

and/or output to other parties without the express written permission of the City. All records and documents received by Consultant from the City shall remain the sole property of the City and all such records, or exact copies thereof, shall be turned over intact to the City within ten (10) days of the City's request.

SECTION 17. CONFIDENTIALITY

Confidential information shall include, without limitation:

- A. All information that concerns the business affairs of the City including, without limitation, financial information, and all other data, records, and proprietary information involving the City's business operations;
- B. Any information developed or created by Consultant in connection with the services being rendered under this Agreement by Consultant; and
- C. Any other information reasonably identified by the City as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Consultant of this Agreement;
 - ii. Any information given to Consultant by a third party without continuing restrictions on its use;
 - iii. Information disclosed by Consultant with the City's written approval; and
 - iv. Information required to be disclosed by law.

SECTION 18. FREEDOM OF INFORMATION ACT

As a contractor of the City, Consultant may be subject to certain records requests brought pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* (the "Act"). Consultant agrees to fully and timely cooperate with the City to answer requests for records brought pursuant to the Act for which Consultant may have records in its possession.

SECTION 19. NON-SOLICITATION, NON-HIRE

The City agrees that during the term of this Agreement and for a period of 1 year following the termination of this Agreement, the City shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Consultant without the express written consent of the Consultant.

In the event that the City breaches the non-solicitation clause stated above and hires an employee or contractor of the Consultant without obtaining the Consultant's prior written consent, the City agrees to pay a recruiting fee to the Consultant. The recruiting fee shall be equal to 30% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the City.

The City shall promptly notify the Consultant in writing upon extending an offer of employment to any employee or contractor of the Consultant. The notification should include details of the

employment offer, including the position, start date, compensation package, and any other relevant terms.

This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Consultant, whether introduced to the City by the Consultant or identified independently by the City during the term of this Agreement and the 1 year following its termination.

In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 20. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 21. NOTICES

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to the City or Consultant, respectively, at the following addresses, or at such other place as the City or Consultant may from time to time designate in writing:

If to the City:

The United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
Attn: City Administrator

With a copy to:

Kathleen Field Orr & Associates
Attn: Kathleen Field Orr
2024 Hickory Road, STE 205
Homewood, IL 60430

If to the Consultant:

InterDev, LLC
900 Holcomb Woods Pkwy. Ste 100
Roswell, GA 30076
Attn: Chief Executive Officer

With a copy to:

None

SECTION 22. MISCELLANEOUS

A. Consultant shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the Services. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Consultant must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, and all applicable Civil Rights and Anti-Discrimination Laws and Regulations.

B. This Agreement’s recitals and all exhibits attached to this Agreement are, by this reference, incorporated by reference into this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

THE UNITED CITY OF YORKVILLE InterDev, LLC.

Bart Olson
City Administrator

Gary Nichols
CEO

Date

Date

EXHIBIT A
CONSULTANT PROPOSAL



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2023-05

Agenda Item Summary Memo

Title: PZC 2023-05 Little Loaf Bakery (Special Use)

Meeting and Date: City Council – June 27, 2023

Synopsis: Proposed special use for apartment above a commercial use in the B-2 District

Council Action Previously Taken:

Date of Action: PZC – 6/14/23 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2023-05

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memorandum.

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: June 16, 2023
Subject: **PZC 2023-05 Little Loaf Bakery (Special Use)**

SUMMARY:

The applicant, Bailey Knapp dba Little Loaf Bakehouse, LLC, is requesting special use permit approval to utilize a two-bedroom apartment on the upper level of a future retail bakery at 101 W. Center Street. The property is currently zoned B-2 Retail Commerce Business District which allows apartments above the first floor in a building used for business only as a Special Use according to Section 10-6-0 of the Yorkville Zoning Ordinance. The property is approximately 0.25 acres and is generally located at the northwest corner of Center Street and Illinois Route 47 (Bridge Street), in Yorkville, Illinois. The petitioner is seeking to renovate the interior upstairs in the existing structure back into a livable space to reside above her future business.

PLANNING & ZONING COMMISSION ACTION:

The Planning and Zoning Commission reviewed the Petitioner's requests at a public hearing held on June 14, 2023 and made the following action on the motions below:

In consideration of testimony presented during a Public Hearing on June 14, 2023 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to permit a multi-family dwelling unit above the commercial use at the property commonly known as 101 West Center Street.

Action Item:

Olson – aye; Williams – aye; Vinyard – aye; Hyatt – aye; Goines – aye; Millen – aye
6 ayes; 0 nay

ATTACHMENTS:

1. Draft Ordinance
2. Memorandum to Planning and Zoning Commission dated June 5, 2023
3. Special Use Application with attachments
4. Public Hearing Notice

Ordinance No. 2023-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, APPROVING A
SPECIAL USE FOR A MULTI-UNIT DWELLING UNIT LOCATED
ABOVE A COMMERCIAL LAND USE
(Little Loaf Bakehouse)**

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, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and City Council of the City (collectively, the “Corporate Authorities”) may provide for the classification of special uses in its zoning ordinance; and,

WHEREAS, pursuant to the United City of Yorkville Zoning Ordinance (the “Zoning Code”), any person owning or having an interest in property may file an application to use such land for one or more of the special uses provided for in the zoning district in which the land is situated; and,

WHEREAS, Bailey Knapp dba Little Loaf Bakehouse, LLC, (“the Lessee”) is the owner of the 0.25-acre property located at 101 West Center Street, Yorkville, Illinois, and,

WHEREAS, under the authority of the Zoning Code, the Subject Property is located in a designated B-2 Retail Commerce Business District and a maximum of two (2) multi-family (apartment) dwelling units are allowed when located above the first floor in a building used for business with a special use permit; and,

WHEREAS, the Corporate Authorities have received a request from the owner for a special use permit for the Subject Property to allow one (1) multi-family (apartment) dwelling unit above a retail bakery business use; and,

WHEREAS, a legal notice of publication regarding a public hearing before the Planning and Zoning Commission on the proposed special use permit was duly published in a newspaper of general circulation in the City, not more than thirty (30) nor less than fifteen (15) days prior to the public hearing; and,

WHEREAS, notice to property owners within 500 feet of the Subject Property identified for the special use permit was sent by certified mail; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 14th day of June, 2023, for the consideration of the special use application; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-9(F) of the Zoning Code; and,

WHEREAS, upon conclusion of said public hearing, the Planning and Zoning Commission recommended the approval for the special use for the Subject Property for one (1) multi-family (apartment) dwelling unit above the first floor in a building used for a commercial use.

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve a special use for the Subject Property, legally described as:

LOT 8 IN BLOCK 12 IN THE ORIGINAL VILLAGE OF BRISTOL, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROADWAY PURPOSES PER DOCUMENT NO. 201200014927, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS . LT 8 BLK 12 ORIG TOWN BRISTOL (EXC ROW TAKEN 11-09902) CITY OF YORKVILLE.

with Property Index Number 02-33-101-006 for use as one (1) multi-family dwelling unit above a commercial use.

Section 3. 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 _____, A.D. 2023.

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Krysti Barksdale-Noble, Community Development Director
Date: June 5, 2023
Subject: **PZC 2023-05 Little Loaf Bakery (Special Use)**

SUMMARY:

The applicant, Bailey Knapp dba Little Loaf Bakehouse, LLC, is requesting special use permit approval to utilize a two-bedroom apartment on the upper level of a future retail bakery at 101 W. Center Street. The property is currently zoned B-2 Retail Commerce Business District which allows apartments above the first floor in a building used for business only as a Special Use according to Section 10-6-0 of the Yorkville Zoning Ordinance. The property is approximately 0.25 acres and is generally located at the northwest corner of Center Street and Illinois Route 47 (Bridge Street), in Yorkville, Illinois. The petitioner is seeking to renovate the interior upstairs in the existing structure back into a livable space to reside above her future business.

BACKGROUND:

The property located at 101 W. Center Street is a quarter acre lot consisting of an existing structure. The building is a converted single-family detached dwelling that has previously been used for commercial purposes. An existing parking lot for the commercial use is located on the north side of the lot.



Little Loaf Bakery - 101 W Center Street

United City of Yorkville, Illinois
May 31, 2023

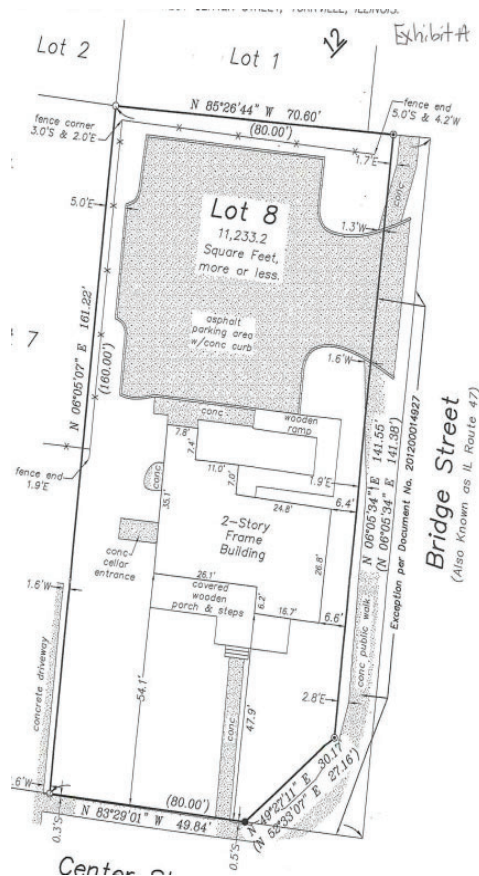


ZONING:

The subject property is currently zoned B-2 Retail Commerce Business District. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	R-2 Single-Family Traditional Residence District	Detached Home
South	OS-1 Open Space (Passive)	Yorkville Town Square Park
East	B-2 Retail Commerce Business District Transportation Land Use	Hair Salon IL Rte. 47/Bridge Street
West	R-2 Single-Family Traditional Residence	Detached Home

The petitioner is seeking to open a retail bakery on the main floor of existing structure which is an outright permitted use within this district as regulated in Section 10-6-0 of the municipal code.



REQUEST:

Since the retail bakery is a permitted use within the B-2 District, the petitioner will follow all the regulations and processes required in obtaining a commercial building permit. The petitioner is seeking special use authorization only to utilize the upper story for a two-bedroom multi-family (apartment) dwelling unit. Section 10-6-0 of the Zoning Ordinance states this is permitted as a special use above a commercial use within the B-2 District. The reason for the request is so the petitioner/business owner may wake up early to bake and prepare her products for the day without having to commute to the site.

ANALYSIS

The intent behind permitting residential uses within the B-2 District is to promote and offer an opportunity for more mixed used structures within Yorkville. Combining work and living within the same structure in the appropriate location can increase the viability of certain properties and increase sustainable practices throughout the community.

When the zoning ordinance was updated in 2014, it was determined that special use authorization was needed to permit residential units within the commercial zone as each situation would be unique and require a case-by-case analysis to ensure the residential use fits within the overall area.

Structure

The existing structure was once a detached single-family home that was later converted for commercial use. The existing structure still looks like a residential home; however, a parking lot and wooden ramp have been added to the northern part of the parcel to accommodate additional cars and provide accessibility to customers. The petitioner is not proposing any major changes to the structure or parking area. The property will still be used for commercial purposes on the main floor and there will be no changes with how the structure interacts with neighboring properties.

Parking

The minimum requirements for parking will need to be met for both the multi-family dwelling (apartment) unit in the upstairs and the retail bakery downstairs. The minimum required parking spaces, as stated in Section 10-16-3 for each use, are as follows:

Land Use	Minimum Spaces
Multi-family dwelling unit: 1,001 square feet or more	2 Spaces per Dwelling Unit
General retail: grocery stores, convenience stores, specialty retail and shops	3 per 1,000 square feet of floor area

The downstairs floor area is approximately 1,174 square feet in area meaning the petitioner must provide four (4) parking spaces for the bakery. The upstairs apartment will require two (2) parking spaces. Therefore, the petitioner must provide a minimum of six (6) spaces. Although unstripped, the existing paved parking lot has enough surface area to provide off-street parking spaces and drive aisles for nine (9) parking spaces, including one (1) handicap accessible spot. This exceeds the required minimum, and the petitioner will have to meet all striping standards within the building code prior to building permit issuance.

Screening

In terms of screening the use from adjacent properties, a 6-foot-tall privacy fence is already installed along the rear (north) and interior (west) property lines. This fence helps screen the parking lot from the neighboring residential land uses. This existing screening provides a buffer from the neighbors and the petitioner does not plan to alter the existing fence.

COMPREHENSIVE PLAN:

The property's future land use is classified as "Traditional Neighborhood Residential" which is intended to maintain and preserve the character of Yorkville's traditional neighborhoods. Any new development within this designation should prioritize maintaining the existing density and generally provide similar housing as nearby dwellings. Additionally, this land use designation features an emphasis on rehabilitation of existing homes. The Comprehensive Plan designates all properties north of the river in the historic Bristol area as Traditional Neighborhood Residential including the existing commercial businesses.

The addition of a multi-family dwelling unit above the main floor retail store is in line with the Comprehensive Plan's land use designation for this parcel. The inclusion of this apartment will help with rehabilitating the existing structure and provide a mixed-use opportunity within Yorkville.

SPECIAL USE STANDARDS:

Section 10-4-9F of the City's Zoning Ordinance establishes standards for special use requests. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.

5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
6. The proposed special use is not contrary to the objectives of the official comprehensive plan of the City as amended.

The applicant has provided written responses to these special use standards as part of their application and requests inclusion of those responses into the public record during the public hearing at the Planning and Zoning Commission meeting.

STAFF COMMENTS:

Staff supports to the request for special use authorization of the apartment above the future retail bakery. The apartment at this location is ideal for the existing structure and provides a convenient location for the business owner to live.

Staff is not recommending any additional conditions to the special use permit. The petitioner will be required to conform to all current zoning and building codes.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on June 14, 2023 and discussion of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to permit a multi-family dwelling unit above the commercial use at the property commonly known as 101 West Center Street and further subject to... {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Special Use Application with attachments
2. Public Hearing Notice



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR SPECIAL USE

DATE: 3/29/23	PZC NUMBER:	DEVELOPMENT NAME:	
PETITIONER INFORMATION			
NAME: Bailey Knapp		COMPANY: Little Loaf Bakehouse LLC.	
MAILING ADDRESS: 305 Woodworth St.			
CITY, STATE, ZIP: Yorkville, Il. 60560		TELEPHONE: <input type="radio"/> BUSINESS <input checked="" type="radio"/> HOME 630-301-4515	
EMAIL: littleloafbakehouse@yahoo.com		FAX:	
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE: Bailey Knapp			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS: 101 W. Center St. Yorkville, Il. 60560			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Corner of Route 47 and W. Center Street.			
CURRENT ZONING CLASSIFICATION: B2		COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: Residential	
REQUESTED SPECIAL USE: First level bakery business with second level two bedroom apartment.			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH: Residential			
EAST: Residential/Commercial			
SOUTH: City Park/Residential			
WEST: Residential			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			
02 33 101 006			



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres .25 - 5 = 0 x \$10 = 0 + \$250 = \$ 250.00 # of Acres Acres over 5 Amount for Extra Acres Total Amount		Total: \$ 250.00
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT <i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input checked="" type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres			\$1,000.00 \$2,500.00 \$5,000.00 Total: \$ 1,000.00
TOTAL AMOUNT DUE:			1,250.00

Exhibit A

Legal description:

Lot 8 in block 12 in the original village of Bristol, excepting therefrom that part dedicated for roadway purposes per document no. 201200014927, in the Village of Yorkville, Kendall County, Illinois.

LT 8 BLK 12 ORIG TOWN BRISTOL (EXC ROW TAKEN 11-09902) CITY OF YORKVILLE

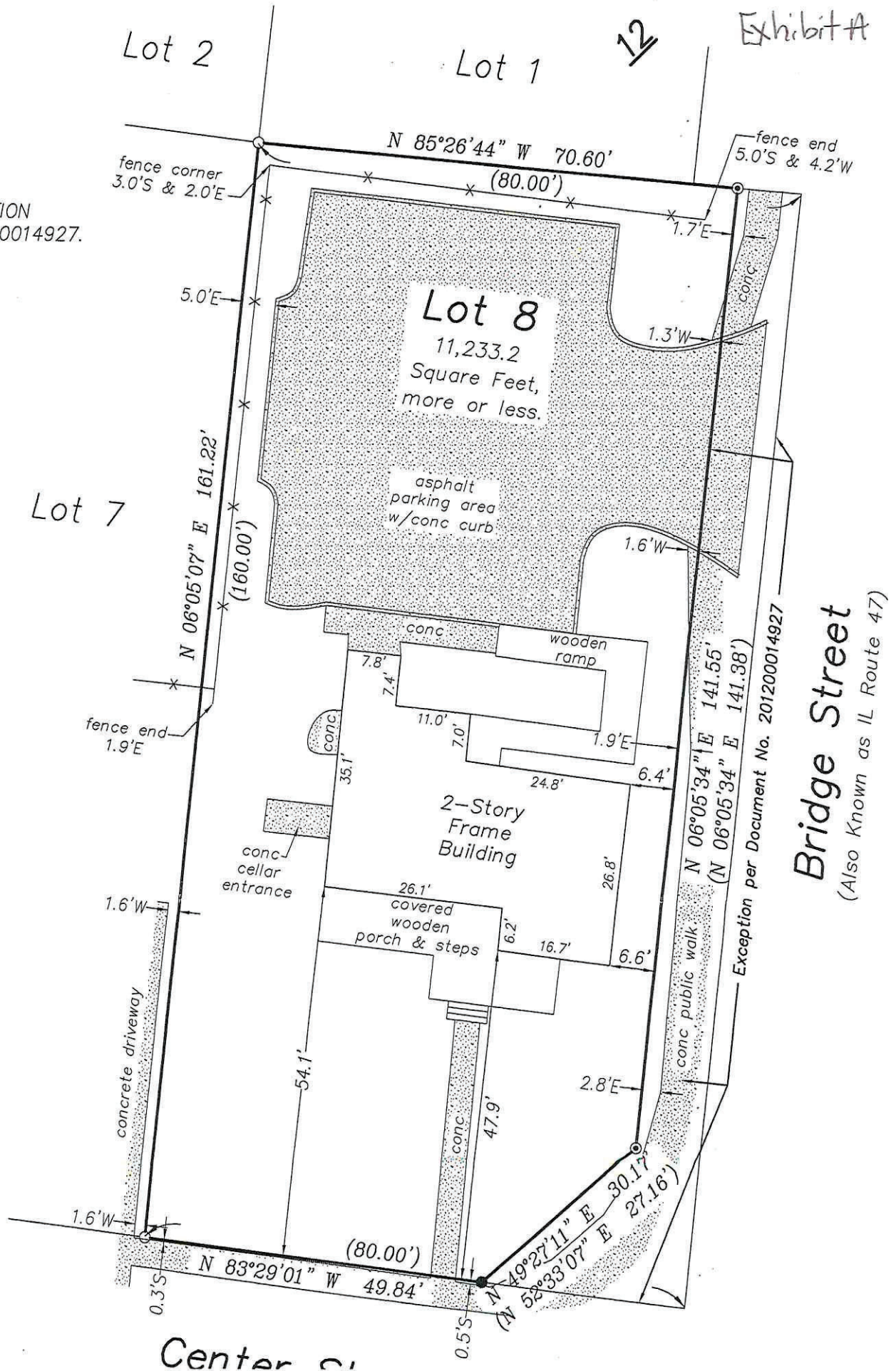
Commonly known as : 101 West Center St. Yorkville, Illinois 60560

LOT 8 IN BLOCK 12 IN THE ORIGINAL VILLAGE OF BRISTOL, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROADWAY PURPOSES PER DOCUMENT NO. 201200014927, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILL

COMMONLY KNOWN AS: 101 WEST CENTER STREET, YORKVILLE, ILLINOIS.

EYOR'S NOTE:

INGS BASED UPON
ERLY LINE OF EXCEPTION
DOCUMENT NO. 201200014927.



JASON E & VICTORIA A SLAUGHTER
408 CHURCH ST
YORKVILLE, IL, 60560

AMANDA R HARBOSKY
105 E CENTER ST
YORKVILLE, IL, 60560

STATE OF ILLINOIS
700 E NORRIS DR
OTTAWA, IL, 61350

RONALD P FAMILY REV TRUST THORSON
% KIRK R THORSON TTEE
407 N BRIDGE ST
YORKVILLE, IL, 60560

PARKVIEW FOUNDATION
307 KING ST
YORKVILLE, IL, 60560

PHILLIP A & M CULLEN
405 N BRIDGE ST
YORKVILLE, IL, 60560

STANLEY KRUK JR
104 E SPRING ST
YORKVILLE, IL, 60560

SUSAN L HUSTON
106 E SPRING ST
YORKVILLE, IL, 60560

DOUGLAS J & VALERIE B PIERSON
103 W CENTER ST
YORKVILLE, IL, 60560

KING LYDIA D BERGSTROM JOSEPH T &
106 W SOMONAUK ST
YORKVILLE, IL, 60560

JAMES C & JUDY L PERKINS
407 COLTON ST
YORKVILLE, IL, 60560

STACEY L & DARIN PETERSON
108 W SOMONAUK ST
YORKVILLE, IL, 60560

RICK W & LAURIE A SHAKE
103 E CENTER ST
YORKVILLE, IL, 60560

DOUGLAS C SMITH
107 E CENTER ST
YORKVILLE, IL, 60560

JACOB BROWN
503 COLTON ST
YORKVILLE, IL, 60560

ROBERT E JR & MISTY M ATERS
104 E SOMONAUK ST
YORKVILLE, IL, 60560

JACK K & KATHLEEN KOTELES
107 E MAIN ST
YORKVILLE, IL, 60560

(YORKVILLE PARK) UNITED CITY OF THE VILLAGE OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL, 60560

KENT A & KRISTIN FICHTEL SHAW
107 E SPRING ST
YORKVILLE, IL, 60560

G K HOLDINGS LLC
1211 GAME FARM RD
YORKVILLE, IL, 60560

JONATHAN BEUSHAUSEN
104 W SOMONAUK ST
YORKVILLE, IL, 60560

ILLINOIS PROPERTY GROUP LLC SERIES VIII
781 RESERVE CT
SOUTH ELGIN, IL, 60177

LOIS BUSHMAN TRUST
353 NELSON DR
GENEVA, IL, 60134

DONALD L & BARBARA J MOZEN
307 COLTON ST
YORKVILLE, IL, 60560

ILLINOIS PROPERTY GROUP LLC SERIES V
781 RESERVE CT
SOUTH ELGIN, IL, 60177

SPENCER URNESS
305 COLTON ST
YORKVILLE, IL, 60560

CHAPEL ON THE GREEN HISTORICAL SOCIETY NFP
P O BOX 107
YORKVILLE, IL, 60560

SHREE GANAPATI LLC
302 N BRIDGE ST
YORKVILLE, IL, 60560

ELMER & PEGGY WILKINSON
505 COLTON ST
YORKVILLE, IL, 60560

CHAD M LYND
406 W CHURCH ST
YORKVILLE, IL, 60560

RICHARD A & SUSAN K MUNSON
8641 WALKER RD
YORKVILLE, IL, 60560

STANLEY KRUH JR
104 E SPRING ST
YORKVILLE, IL, 60560

AMANDA L ORSBURN
105 E MAIN ST
YORKVILLE, IL, 60560

DANIEL P & COLLEEN M MURPHY
101 E CENTER ST
YORKVILLE, IL, 60560

BIANCA PONCE
103 W SPRING ST
YORKVILLE, IL, 60560

ILLINOIS DEPARTMENT OF TRANSPORTATION
700 E NORRIS DR
OTTAWA, IL, 61350

% KALANT DON C SR MGR CENTER 101 LLC
101 W CENTER ST
YORKVILLE, IL, 60560

GIOVANNA SCHMIEDER
105 E SPRING ST
YORKVILLE, IL, 60560

REHAB PROPERTIES LLC
71 LILLIAN LN
YORKVILLE, IL, 60560

NARESSA SHANTA JONES
102 E SOMONAUK ST
YORKVILLE, IL, 60560



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

This special use is solely for an upstairs, two bedroom apartment. Tenants will act as other area residents.

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

Owner of building will be operating bakery from lower level and she will live above. If owner were to move, she would have daily interactions at the building that would allow for close oversight. An upstairs apartment will not be any different than other residential properties in the area.

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

The upstairs apartment has private parking in the parking lot located to the North of the building, parking of residents cars would not impede city happenings at Yorkville Town Square.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

All utilities, drainage and other necessary facilities are already present. The current structure was a residential home that was zoned B2 and was utilized as office spaces, the structure of the house/building remains as a residential home.



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APPLICATION FOR SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

Building has parking lot to the North side and street parking to the South of building. Those entering and exiting business area would follow already existing rules.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

The special use, upstairs two bedroom apartment will follow established rules and regulations as other residents in Yorkville do.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Shannon Setdrell

PETITIONER SIGNATURE

3-29-23

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

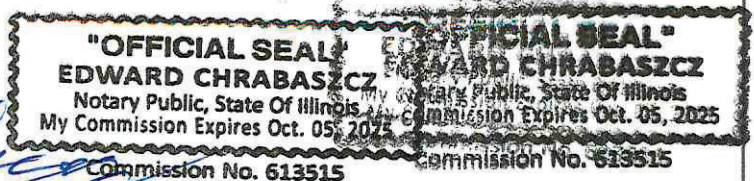
Bailly

OWNER SIGNATURE

3.29.23

DATE

**THIS APPLICATION MUST BE
NOTARIZED PLEASE NOTARIZE HERE:**





United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 101 W. Center St. Yorkville, IL.	
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.			
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY			
NAME: Bailey Knapp		COMPANY: Little Loaf Bakehouse LLC	
MAILING ADDRESS: 305 Woodworth St.			
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: 630-301-4515	
EMAIL: littleloafbakehouse@yahoo.com		FAX:	
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.			
<u>Shannon Setchell</u> PRINT NAME		<u>Petitioner</u> TITLE	
<u>SSetchell</u> SIGNATURE*		<u>3/29/23</u> DATE	
<i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>			
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS			
ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2023-05

NOTICE IS HEREWITH GIVEN THAT Bailey Knapp dba Little Loaf Bakehouse, LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to operate a bakery business on the first level and have a two-bedroom apartment on the upper level of an existing structure located at 101 West Center Street. The subject property is currently zoned B-2 Retail Commerce Business District approximately which allows apartments above the first floor in a building used for business only as a Special Use according to Section 10-6-0 of the Yorkville Zoning Ordinance. The property is approximately 0.25 acres and is generally located at the northwest corner of Center Street and Illinois Route 47 (Bridge Street), in Yorkville, Illinois.

The legal description is as follows:

LOT 8 IN BLOCK 12 IN THE ORIGINAL VILLAGE OF BRISTOL, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROADWAY PURPOSES PER DOCUMENT NO. 201200014927, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS . LT 8 BLK 12 ORIG TOWN BRISTOL (EXC ROW TAKEN 11-09902) CITY OF YORKVILLE.

Permanent Index Number: 02-33-101-006

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on **Wednesday, June 14, 2023 at 7 p.m.** at the Yorkville City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk

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THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2023-05

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By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – June 27, 2023

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 Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – June 27, 2023

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.