



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, May 17, 2016

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: April 19, 2016

New Business:

1. PW 2016-29 Master Water Study Presentation
2. PW 2016-30 2016 Sanitary Sewer Lining – Change Order No. 1
3. PW 2016-31 Center Parkway and Countryside Parkway LAFO Engineering Agreement
4. PW 2016-32 Kennedy Road Shared-Use Path (ITEP) – Joint Agreement
5. PW 2016-33 EPA Lead Initiative

Old Business:

1. PW 2015-55 Pedestrian Crosswalk Signage
2. PW 2015-74 Mowing and Maintenance of Public Parkways
3. PW 2016-21 Leopardo Energy

Additional Business:

2016/2017 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs and Planning”	3	Bart Olson & Eric Dhuse
“Capital Improvement Plan”	4	Bart Olson & Eric Dhuse
“Vehicle Replacement”	5	Bart Olson & Eric Dhuse
“Sidewalks and Trails Funding and Planning”	15	Bart Olson, Eric Dhuse, Brad Sanderson & Rob Fredrickson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, May 17, 2016
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. April 19, 2016

- ☐ Approved _____
- ☐ As presented
- ☐ With corrections

NEW BUSINESS:

1. PW 2016-29 Master Water Study Presentation

- ☐ Moved forward to CC _____ consent agenda? Y N
 - ☐ Approved by Committee _____
 - ☐ Bring back to Committee _____
 - ☐ Informational Item
 - ☐ Notes _____
-
-

2. PW 2016-30 2016 Sanitary Sewer Lining – Change Order No. 1

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-31 Center Parkway and Countryside Parkway LAFO Engineering Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2016-32 Kennedy Road Shared-Use Path (ITEP) – Joint Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2016-33 EPA Lead Initiative

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2015-55 Pedestrian Crosswalk Signage

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☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

2. PW 2015-74 Mowing and Maintenance of Public Parkways

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☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-21 Leopardo Energy

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – April 19, 2016

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, April 19, 2016, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Chris Funkhouser
Alderman Larry Kot
Alderman Ken Koch

Absent: Jackie Milschewski

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests:

Daman Eallenardo, V.P., Leopardo Energy
Rob Vollrath, Leopardo Energy
Curtis Leopardo, Leopardo Energy

The meeting was called to order at 6:00pm by Chairman Chris Funkhouser.

Citizen Comments:

Previous Meeting Minutes: March 15, 2016

The minutes were approved as presented.

New Business:

1. PW 2016-21 Presentation by Leopardo Energy

Mr. Eallenardo began the presentation and said Leopardo is one of the 10 largest contractors in the Chicago area having built the Rush Copley Hospital and Aurora Police Department. Their company identified a need for municipal energy savings performance contracting initiatives. They are currently working with the County on a program and will begin with a feasibility study.

Mr. Vollrath said there are many capital needs in a municipality and his company finds ways to streamline operating expenses and utility costs, using the savings to pay for the associated debt service. Examples of areas in which to save are lighting, HVAC, building controls, roofs, windows, fleet, etc. Leopardo Energy is active in many states and has been in business 43 years. There is no obligation after their studies.

Mr. Olson gave an example of how the program would work. Alderman Funkhouser commented that the analysis is free with the addition of some staff time. He said it would be an opportunity to identify cost savings and finance projects and asked how it could help with roadway maintenance. Mr. Vollrath said it would keep the borrowing/bonding capacity flexible.

This proposal will come back to committee next month.

2. PW 2016-22 Route 47 and Main Street – Pedestrian Crossing – Highway Permit and Resolution

Mr. Sanderson said plans were submitted to IDOT and have been approved. The City must pass a resolution and a bond must be acquired with results by the beginning of summer. This moves forward to the Council consent agenda.

3. PW 2016-23 Church Street Water Main – Bid Award

Eleven bids were received and Mr. Sanderson recommended awarding the bid to Superior Excavators for \$248,713.50, which was \$76,000 below estimate. The work should start early May and finish on July 1. The company has done excellent work in Aurora.. This moves to the consent agenda.

4. PW 2016-24 Blackberry Woods Completion of Improvements – Bid Award

The city has received some developer funds for a variety of improvements. Additional work including tree removal will be done as well as detention basin maintenance. The low bid of \$149,706 from Johnson Excavating of Yorkville was recommended. The additional work cost will be handled separately. This moves forward to the consent agenda.

5. PW 2016-25 Countryside Water Main and Roadway Improvements – Change Order No. 1

Mr. Sanderson said the bids were favorable and nearly all streets will be improved. The change order encompasses this additional work. The amount is approximately \$451,000. This moves to consent.

6. PW 2016-26 2016 Road to Better Roads Program – Additional Work

With favorable bids received, this project will be \$110,000 under budget. Additional streets for the program were explored and Road to Better Roads funds along with remaining money from the Countryside project will pay for the extra work slated for 2018. Other streets considered are under litigation and Mr. Olson will report at a later date. The additional work is mostly milling/surfacing with no sewer/water improvements. It was noted that Marker Builders may be moving forward with Heartland and would fix Freemont St. The City should be reimbursed. This item moves to consent.

7. PW 2016-27 Capital Improvement Project Update

Engineer Sanderson summarized the upcoming projects including streets such as Mill St. and others, lining, lighting, wells, parks, etc. Other projects are in the planning stage such as the path for Kennedy Road, Rt. 71 water and sewer, Rt. 34 East, etc. For information at this time.

8. PW 2016-28 Bond/LOC Reduction Summary

There is only one item on the list which is from the Ashley Point development. For info.

Old Business:

1. PW 2015-45 E-Waste Recycling

Mr. Dhuse made contact with the recycling contractor and an event will be held May 23-27. It will be for Yorkville residents only and municipal residency will be verified. It will be advertised in a press release and social media. Mr. Olson added that Oswego recently renegotiated their garbage contract and it includes e-waste recycling on a demand basis. This will be considered when the City looks at their next waste contract.

2. PW 2015-55 Crosswalk Pedestrian Signage

There are 8 crossing areas being considered based on several factors and LED signs are being explored. Mr. Olson said there is only 1 student using the Rt. 47/Orange St. crossing for which there is a crossing guard at \$15/hour. Based on this, he said there are some other crossings that should definitely have guards. Chairman Funkhouser said he would like school reps to attend a City meeting to discuss this matter and feels the entire burden should not be on the city. Mr. Olson said a concrete plan has not been put in place yet about the need and costs.

Alderman Kot asked about the Rt. 47 and Hydraulic crossing. The plan was to have pedestrians cross at Rt. 47 and Van Emmon. Blinking vs. steady lights were also discussed. The high school crossing was discussed and Alderman Funkhouser suggested low shrubs to funnel students to cross at one place. Mr. Olson said it would cost an additional \$32,000 if the City moves forward with signs for all the critical crossings. Alderman Kot said the City should proceed and enlist school cooperation for funding or guards. This will come back to committee for next discussion next month.

2. PW 2015-56 Maintenance of Stormwater Management Facilities - Update

This project has begun and Mr. Dhuse hopes to send out letters by the end of summer. Alderman Funkhouser wants all basin owners to be initially notified that inspections will be done. This item will be brought back to committee in the fall for further discussion.

Additional Business:

On behalf of Alderman Milschewski, Chairman Funkhouser said a sidewalk on Heustis is not in compliance with City standards and is an owner issue. The owners will be notified.

An issue with City right-of-way at Aspen and Fox Hill was brought forward by Chairman Funkhouser. The nearby property owners have been maintaining the space, but had disputes about how it should be used. He said the City should start maintaining the property as a way to settle the years-long dispute that has resulted in police calls. Committee members agreed on City maintenance.

There was no further business and the meeting was adjourned at 7:18pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

NB #1

Tracking Number

PW 2016-29

Agenda Item Summary Memo

Title: Master Water Study Presentation

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Water Works System Master Plan

United City of Yorkville, Kendall Co., IL



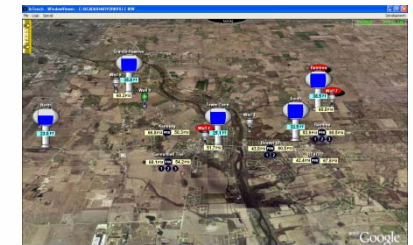
Supply

Treatment



Distribution

Storage



Controls

Presented By:

Peter G. Wallers, P.E., CFM & Jeffrey W. Freeman, P.E., CFM, LEED AP
Engineering Enterprises, Inc.

PUBLIC WORKS COMMITTEE PRESENTATION

May 17, 2016



Project Goals



- ❖ Develop Plan For City To Meet Water Supply, Treatment, Storage, Distribution and Controls Needs to ~~2040~~ **2050**
- ❖ Evaluate Existing (Deep Sandstone Wells) and Potential Other Water Supply Options (Shallow Sand and Gravel Wells, Fox River and Lake Michigan Water) To Define Short and Long Term Sustainable Supply Options
- ❖ Evaluate Water Conservation Options Within the Planning Process To Quantify Capital Cost Savings Throughout Planning Period





Project Goals



- ❖ Update Water Works System Model and Analyze Distribution System
- ❖ Define Water Distribution Plan for Undeveloped Portions of the City's Planning Area
- ❖ Develop Phasing & Implementation Plan For Recommended Improvements
- ❖ Prepare Connection Fee Analysis For Water System Expansion
- ❖ Initiate Sub-Regional Water Supply & Treatment Discussions With Montgomery & Oswego





Presentation Overview



Background Information



Existing Water Works System Overview



Historical & Projected Water Use



Regulatory Review



Needs Assessment Calculations



Presentation Overview (Cont.)



Sustainable Source Water Assessment



Water Distribution System Analysis



Sub-Regional Analysis



Alternatives Review



Summary & Financial Review



Background Information

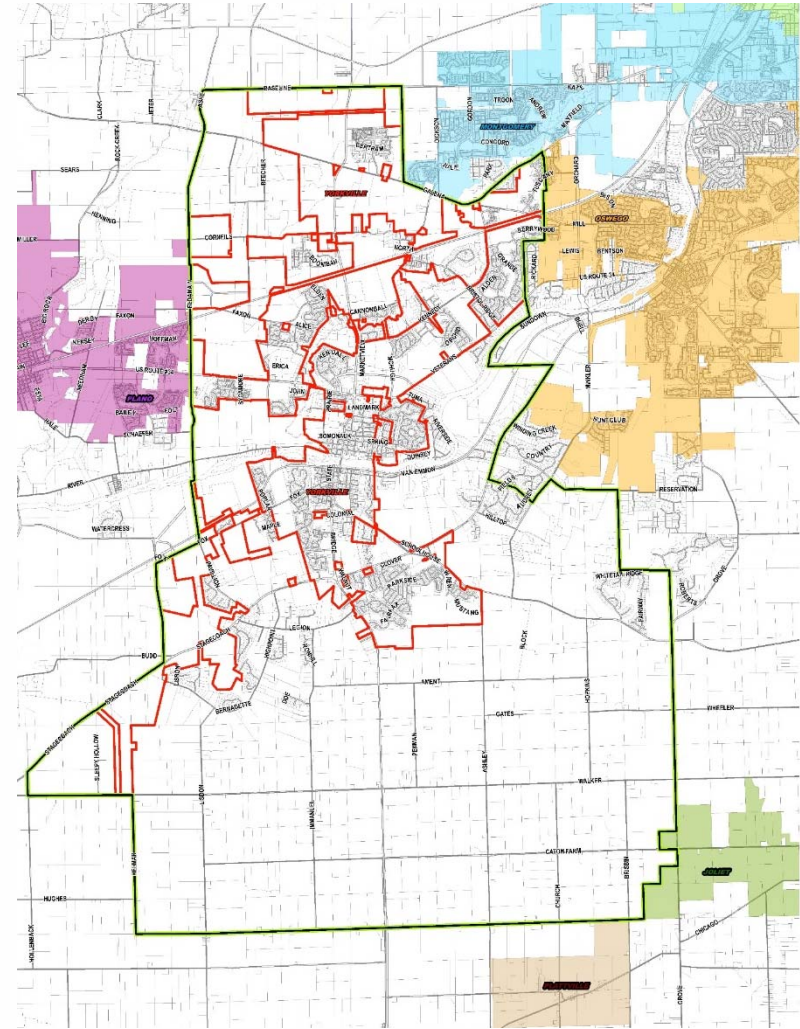


💧 United City of Yorkville Study Area

➔ Boundary Agreements With Montgomery, Oswego, Plano & Sugar Grove

➔ Acreage Summary

⊞ Planning Area:	72.9 sq mi
⊞ Corporate Limits:	20.2 sq mi

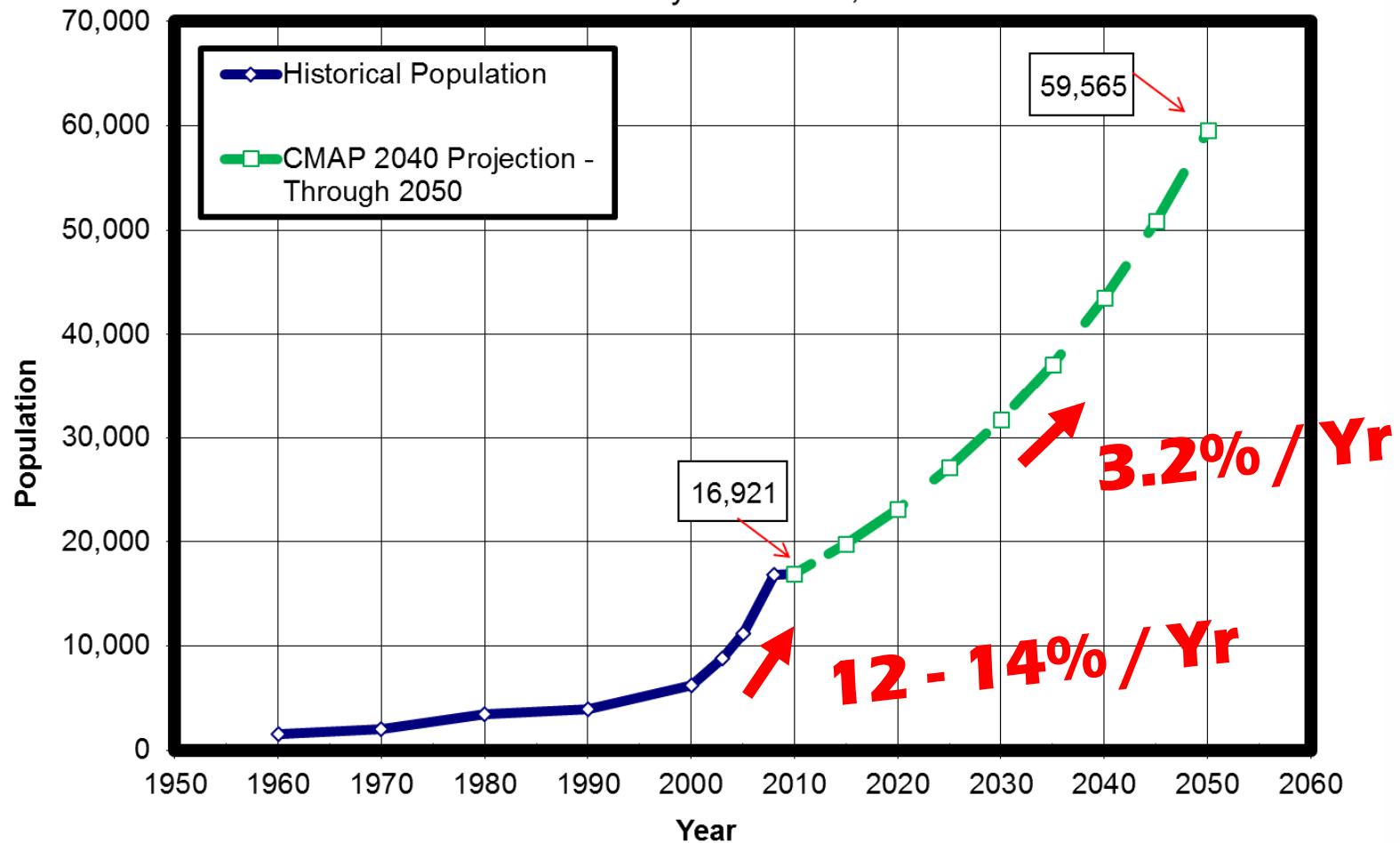




Background Information



Exhibit 1-2: Historical and Projected Population Summary
United City of Yorkville, IL

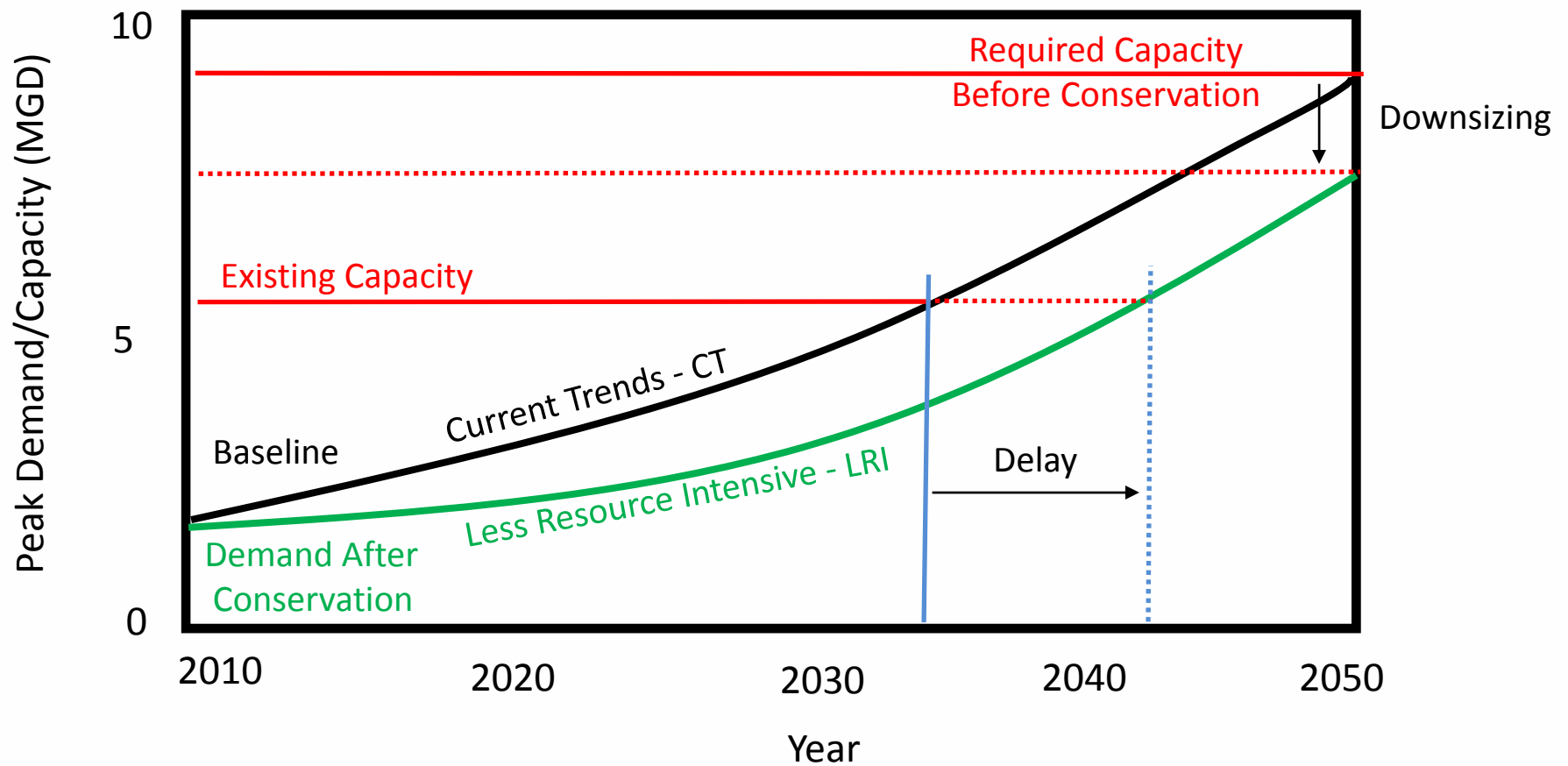




Background Information

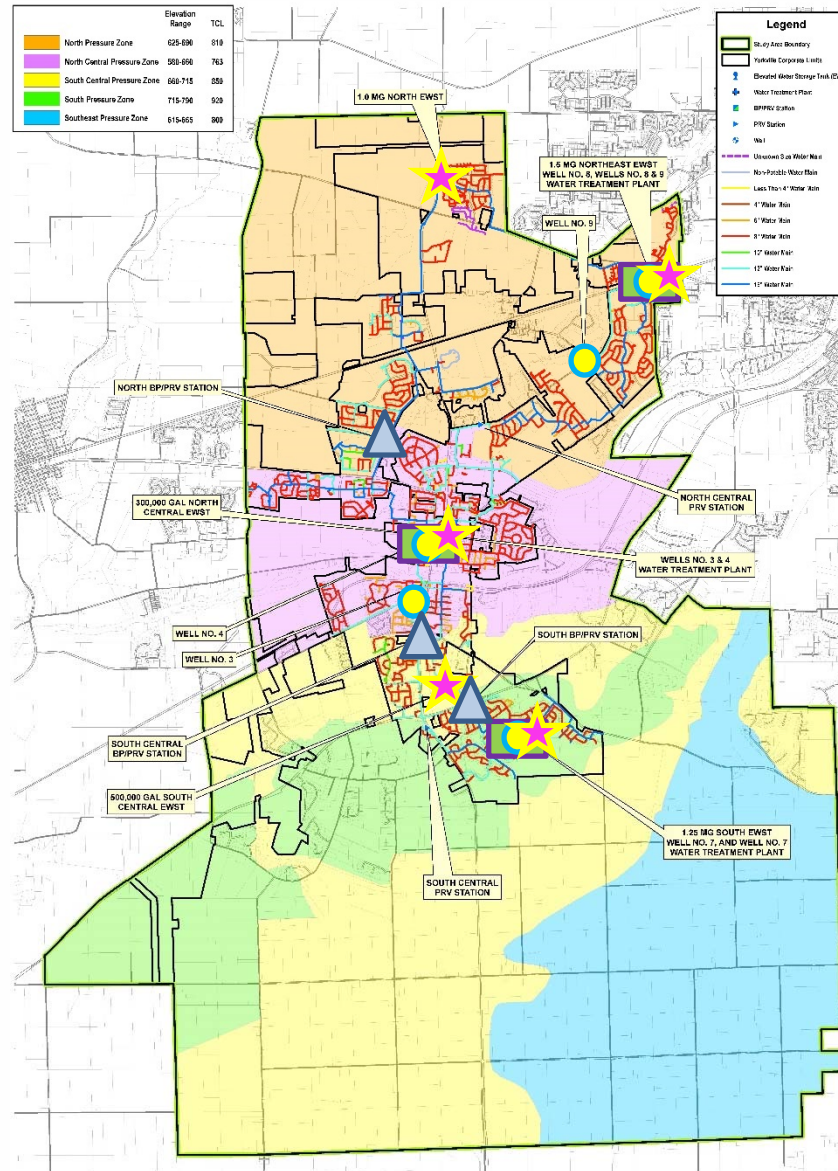


Deferred Capacity Increases Due To Water Use Reduction





Existing Water Works System



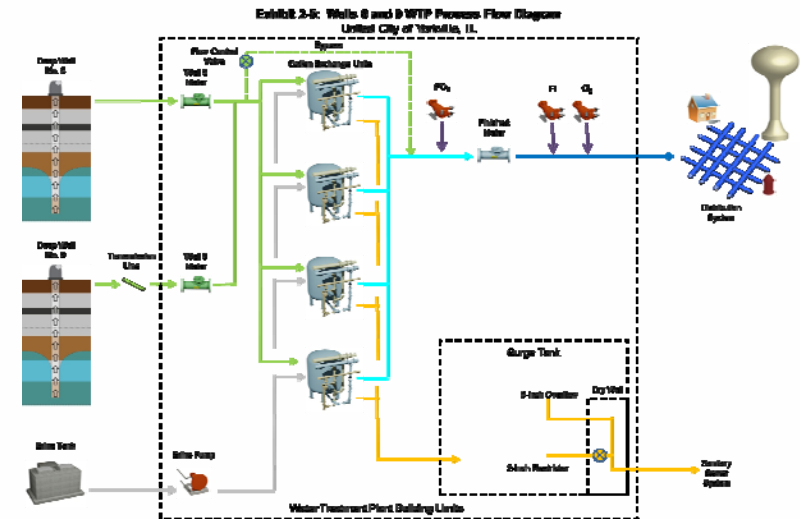
- Supply
- Treatment
- ★ Storage
- ▲ BPS



Existing Water Works System



- 💧 **Supply:** Five (5) Active Deep Sandstone Water Wells [Nos. 3, 4, 7, 8 & 9]
 - ➔ Three (3) Ironton Galesville & Two (2) St. Peter (Ansell) & Ironton Galesville
 - ➔ Flowrate: 600 – 1,200 gpm
 - ➔ Exceed Radium Standard
- 💧 **Treatment:** Three (3) WTPs
 - ➔ All Plants Institute Cation Exchange Treatment





Existing Water Works System



💧 Storage:

- ➔ Five (5) Elevated Water Storage Tanks (EWST) [300,000 gallon – 1,500,000 gallon]



💧 Distribution:

- ➔ 4" – 16" Water Main
- ➔ Four (4) Pressure Zones
- ➔ Three (3) Distribution System Booster Pump Stations
- ➔ Two (2) Pressure Reducing Valve Vaults



💧 Controls: SCADA System

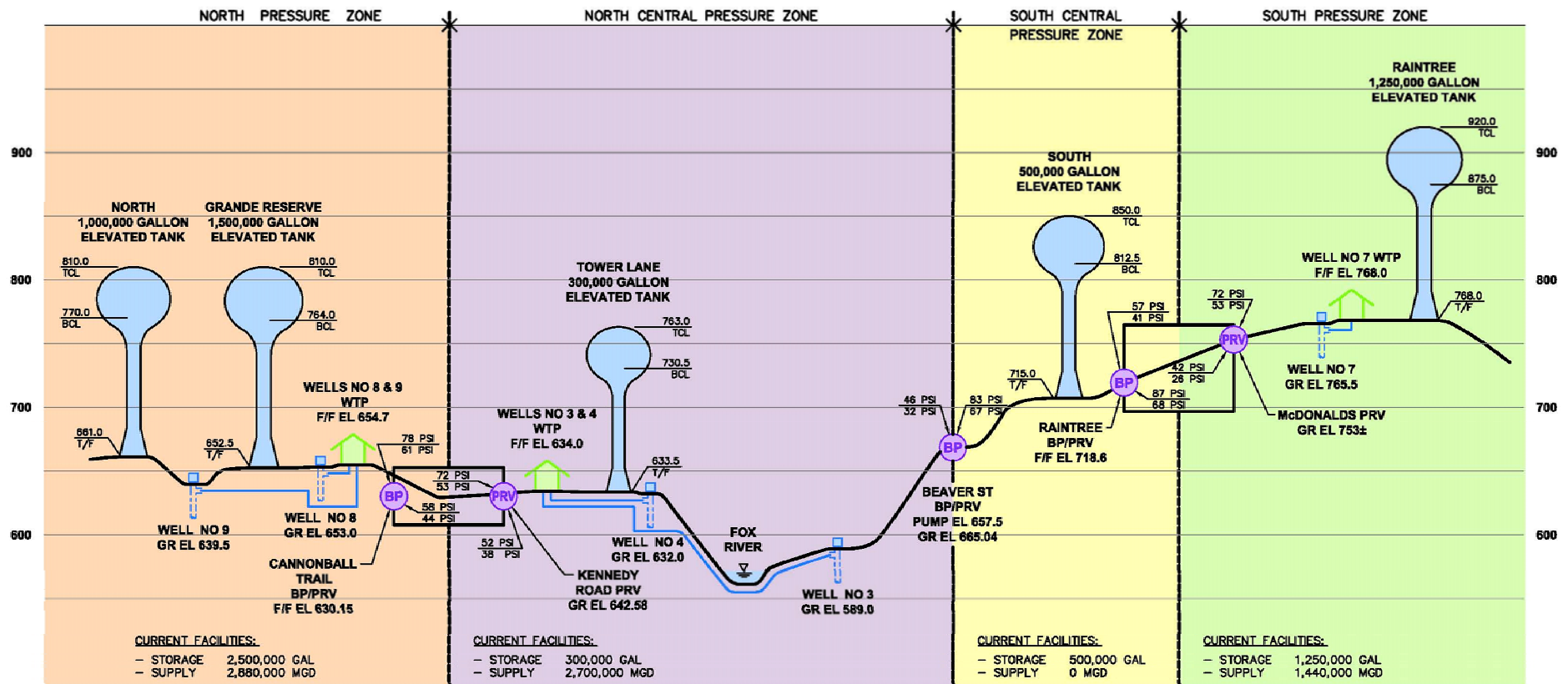




Existing Water Works System



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





Historical & Projected Water Use



💧 Historical Water Use Summary (2010 – 2014)

- ➔ Current Trends (CT) = 88 (77 – 99) gpcd
- ➔ MDD:ADD = 1.91 (1.57 – 2.06)
- ➔ MHD:MDD = 2.00

💧 2050 CT Water Use Projection

- ➔ ADD = 5.36 MGD
- ➔ MDD = 10.72 MGD
- ➔ MHD = 21.44 MGD

Exhibit No. 3-A

FY 2014-15 Billed Water Use
By Consumer Type
United City of Yorkville, Kendall Co., Illinois

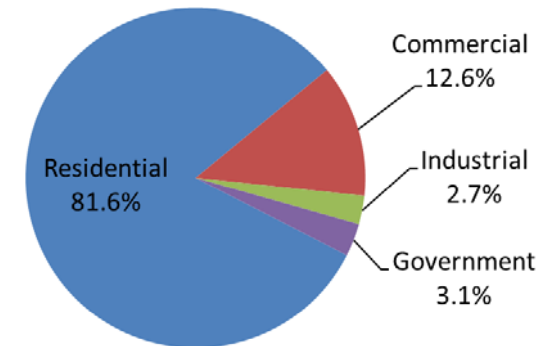
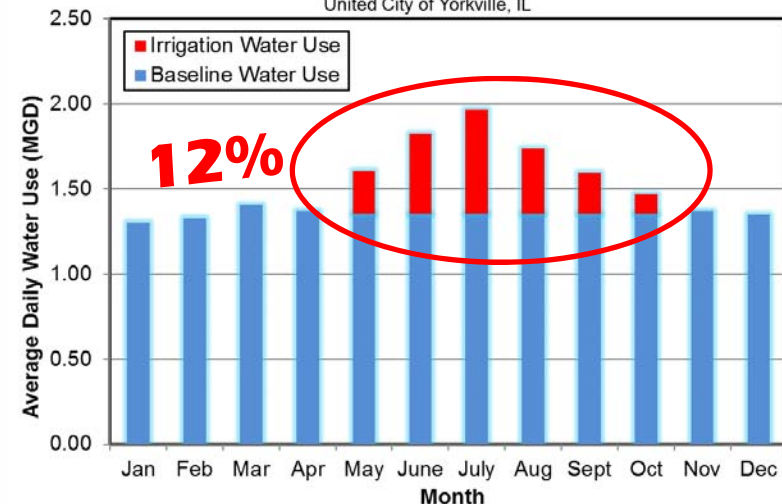


Exhibit 3-2: Average Daily Water Use - Baseline & Irrigation (2010- 2014)

United City of Yorkville, IL





Historical & Projected Water Use



AWWA Free Water Audit Software: <u>Water Balance</u>					
WAS v5.0 American Water Works Association. Copyright © 2014, All Rights Reserved.					
Water Audit Report for: United City of Yorkville (0930250)					
Reporting Year: 2014 5/2013 - 4/2014					
Data Validity Score: 61					
Own Sources (Adjusted for known errors) 500.503	Water Exported 0.000	Billed Water Exported			
	Water Supplied 500.503	Authorized Consumption 448.946	Billed Authorized Consumption 441.505	Billed Metered Consumption (water exported is removed) 441.505	Revenue Water 441.505
				Billed Unmetered Consumption 0.000	Non-Revenue Water (NRW) 58.998
			Unbilled Authorized Consumption 7.440	Unbilled Metered Consumption 1.184	
				Unbilled Unmetered Consumption 6.256	
		Apparent Losses 16.046		Unauthorized Consumption 1.251	
				Customer Metering Inaccuracies 13.691	
				Systematic Data Handling Errors 1.104	
				Leakage on Transmission and/or Distribution Mains <i>Not broken down</i>	
				Leakage and Overflows at Utility's Storage Tanks <i>Not broken down</i>	
		Real Losses 35.511		Leakage on Service Connections <i>Not broken down</i>	
Water Imported 0.000					

52 MG
10%

Water Losses
51.558



Historical & Projected Water Use



**Table No. 3-13: Potential Estimated Water Savings
From Water Conservation and Efficiency**
United City of Yorkville, IL

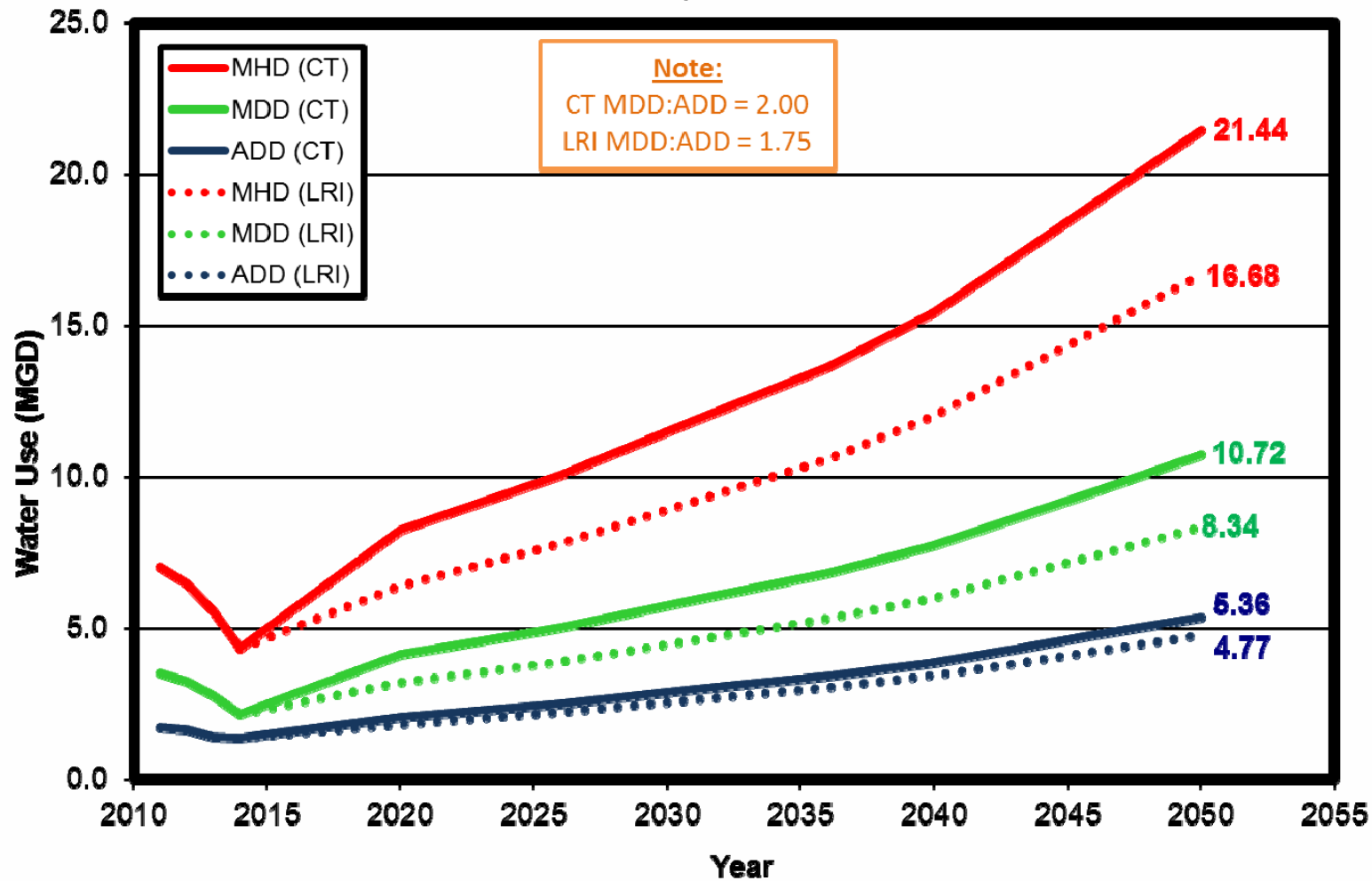
Category		Water Saved (MGD)	% Of Total (%)
Outdoor	All Customers	0.172	3.2%
	New Landscape	0.017	0.3%
Utility Water - System Losses		0.214	4.0%
Indoor Residential	High Efficiency Toilets (HET)	0.049	0.9%
	High Efficiency Washing Machines (HEWM)	0.019	0.3%
	Retrofits	0.032	0.6%
Commercial, Industrial, and Institutional Customers		0.074	1.4%
Total Estimated Savings =		0.578	11%



Historical & Projected Water Use



Exhibit 3-4: Historical and Projected Water Use Summary
United City of Yorkville, IL





Regulatory Review



Regulation	Year Enacted	In Compliance?		Compliance Status
		Yes	No	
Surface Water Treatment Rule	1989	N/A		Only applies to surface water and GWUDI systems
Total Coliform Rule (TCR)	1989	☐		System is routinely monitored as required
Lead and Copper Rule	1991	☐		System is routinely monitored as required
Unregulated Contaminant Monitoring Rule	1998	☐		System is routinely monitored as required
Interim Enhanced Surface Water Treatment Rule	1998	N/A		Only applies to surface water and GWUDI systems
Stage 1 Disinfectant / Disinfection Byproducts Rule	1998	☐		System is routinely monitored as required
Radionuclides Rule	2000	☐		System is routinely monitored as required
Arsenic Rule	2001	☐		System is routinely monitored as required
Filter Backwash Recycling Rule	2001	☐		System is routinely monitored as required
Long Term 1 Surface Water Treatment Rule	2002	N/A		Only applies to surface water and GWUDI systems with fewer than 10,000 customers
Long Term 2 Surface Water Treatment Rule	2005	N/A		Only applies to surface water and GWUDI systems
Stage 2 Disinfectant / Disinfection Byproducts Rule	2005	☐		IDSE Completed; Compliance Monitoring Plan submitted to IEPA
Ground Water Rule	2006	☐		System is routinely monitored as required
Total Coliform Rule (TCR 2010)	2010	☐		System is routinely monitored as required
Radium Treatment Residuals Rule	2011	☐		IEMA registration required for WTP's and the WWTF sludge disposal; Monitoring and reporting required for WWTF biosolids disposal
Radon Rule	Proposed	N/A		Proposed rule would set MCL at 300 pCi/L or 4,000 pCi/L with a multimedia mitigation program to address radon in indoor air



Needs Assessment Calculations

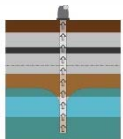


💧 Water Supply & Treatment Needs Assessment Calculations

➔ Ultimate Source Capacity

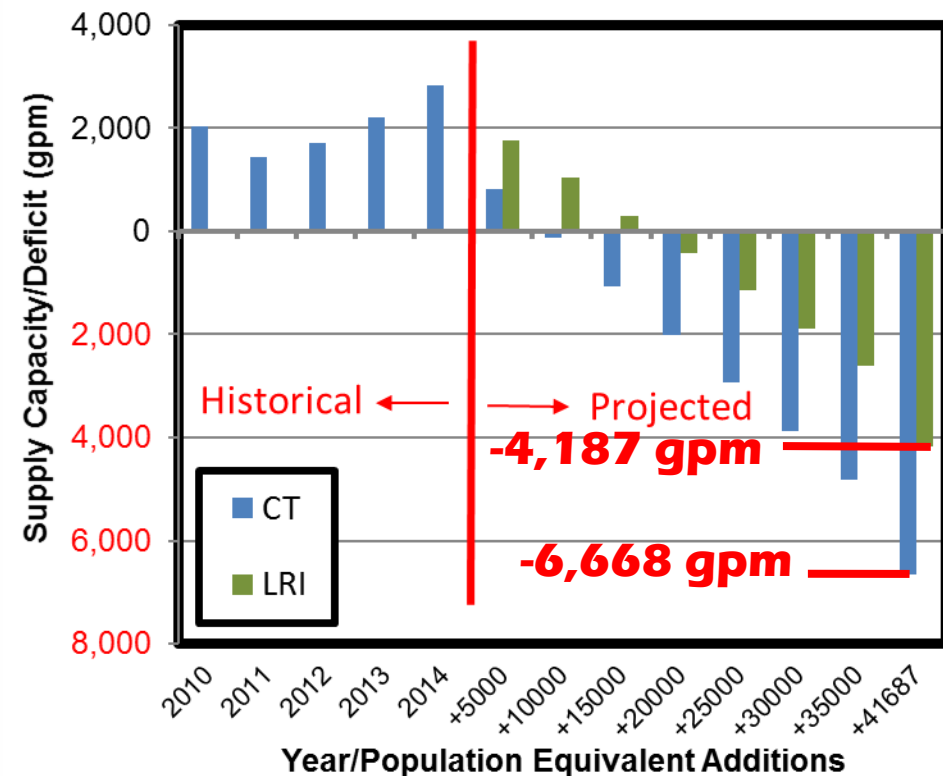
➔ **Reliable Source Capacity**

💧 Calculations Assume Well No. 3 is Abandoned By 2050



Note: Each New Well Would Pump 1,000 gpm

Reliable Source Capacity Projection





Needs Assessment Calculations

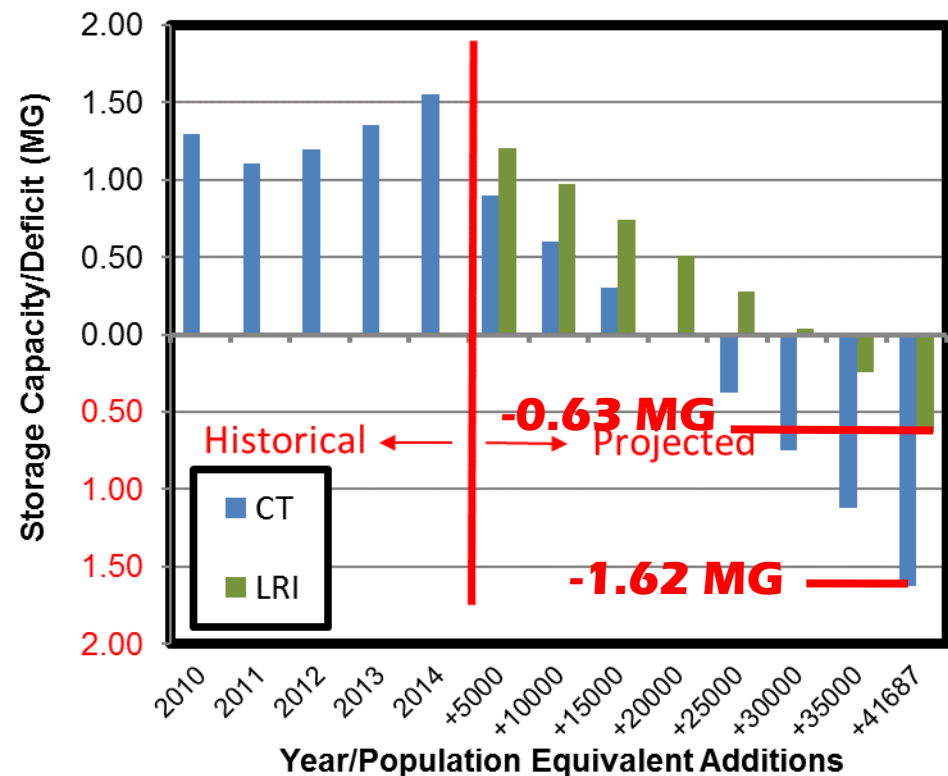


- 💧 Water Storage Needs Assessment Calculations
 - ➔ **Peak Hour Storage**
 - ➔ Fire Flow
 - ➔ Emergency Supply



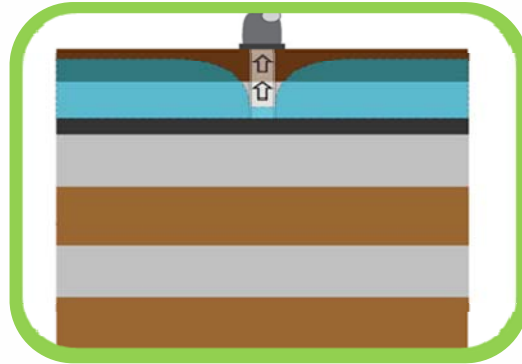
Note: The North EWST is 1.0 MG

Peak Hour Storage Capacity Projection

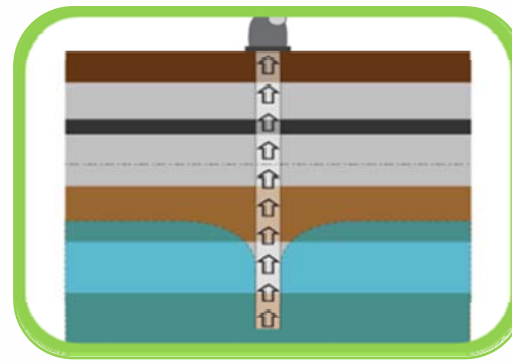




Sustainable Source Water Assessment



Shallow Sand & Gravel Aquifer



Deep Sandstone Aquifer



Fox River



Lake Michigan

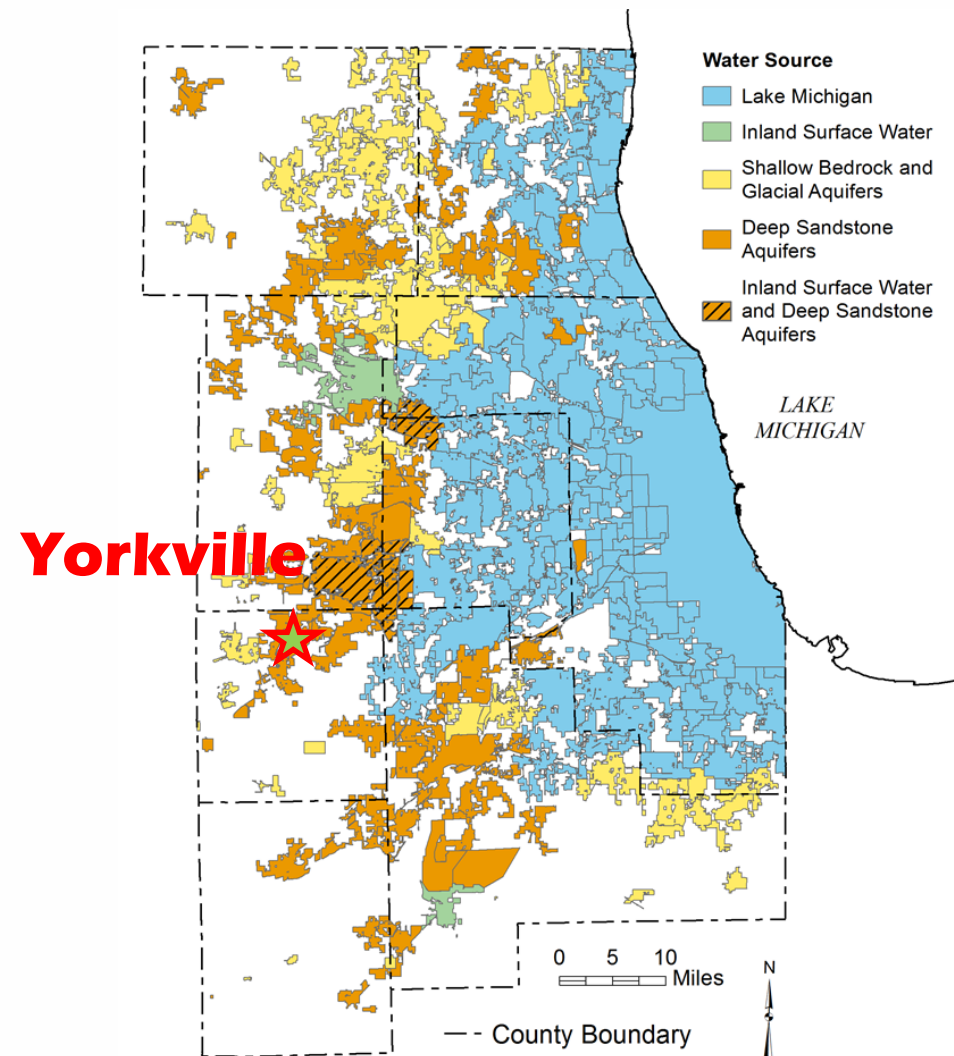


Sustainable Source Water Assessment



💧 Current Sources of Water in Chicago Region

- ➔ Most Outer Suburbs Rely on Groundwater
- ➔ About 90 MGD Being Withdrawn From the Deep Sandstone Aquifers, Which Is At Least 2X the Amount ISWS Estimates Is Sustainable

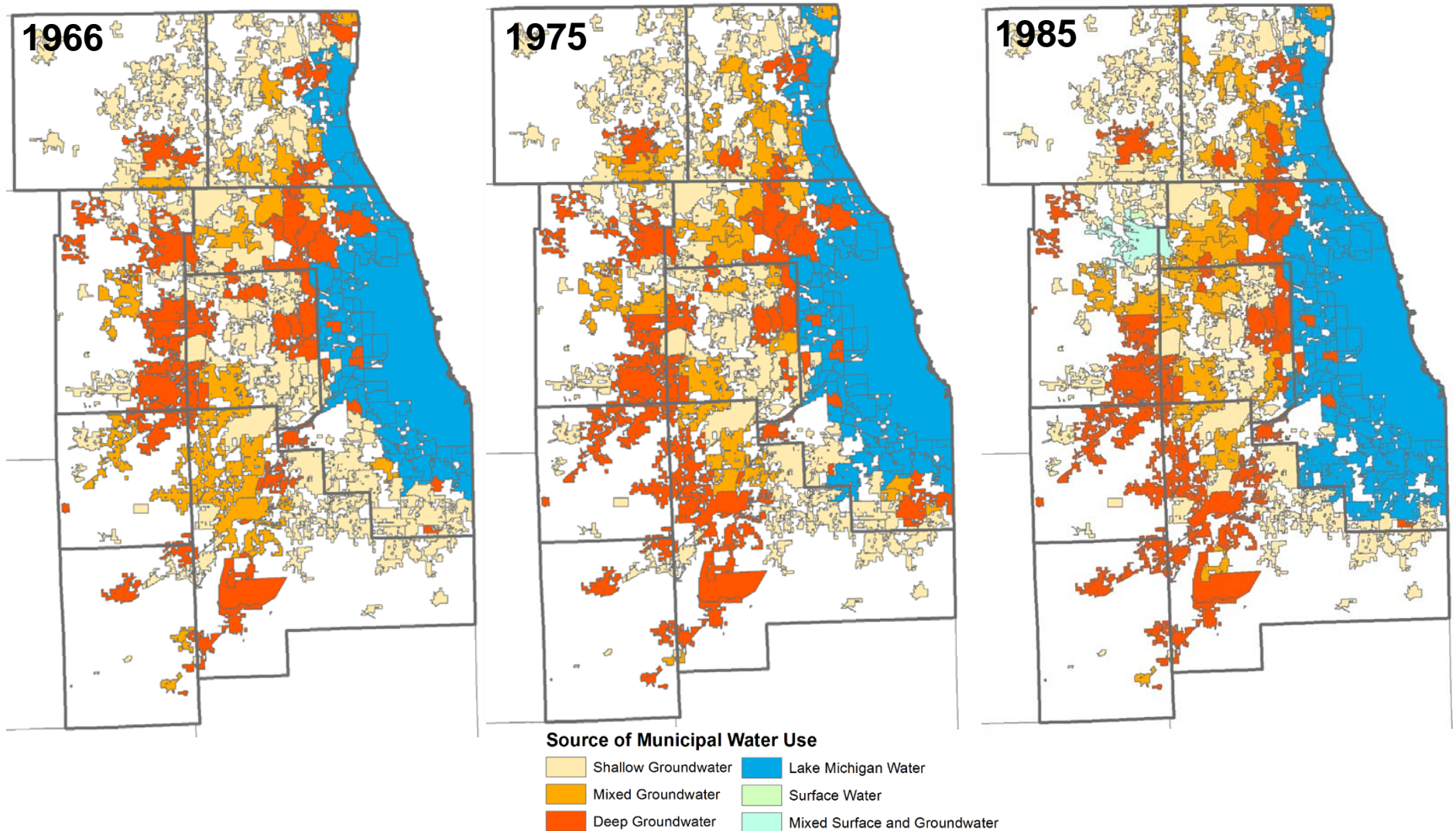




Sustainable Source Water Assessment



Source Water Evolution In NE IL

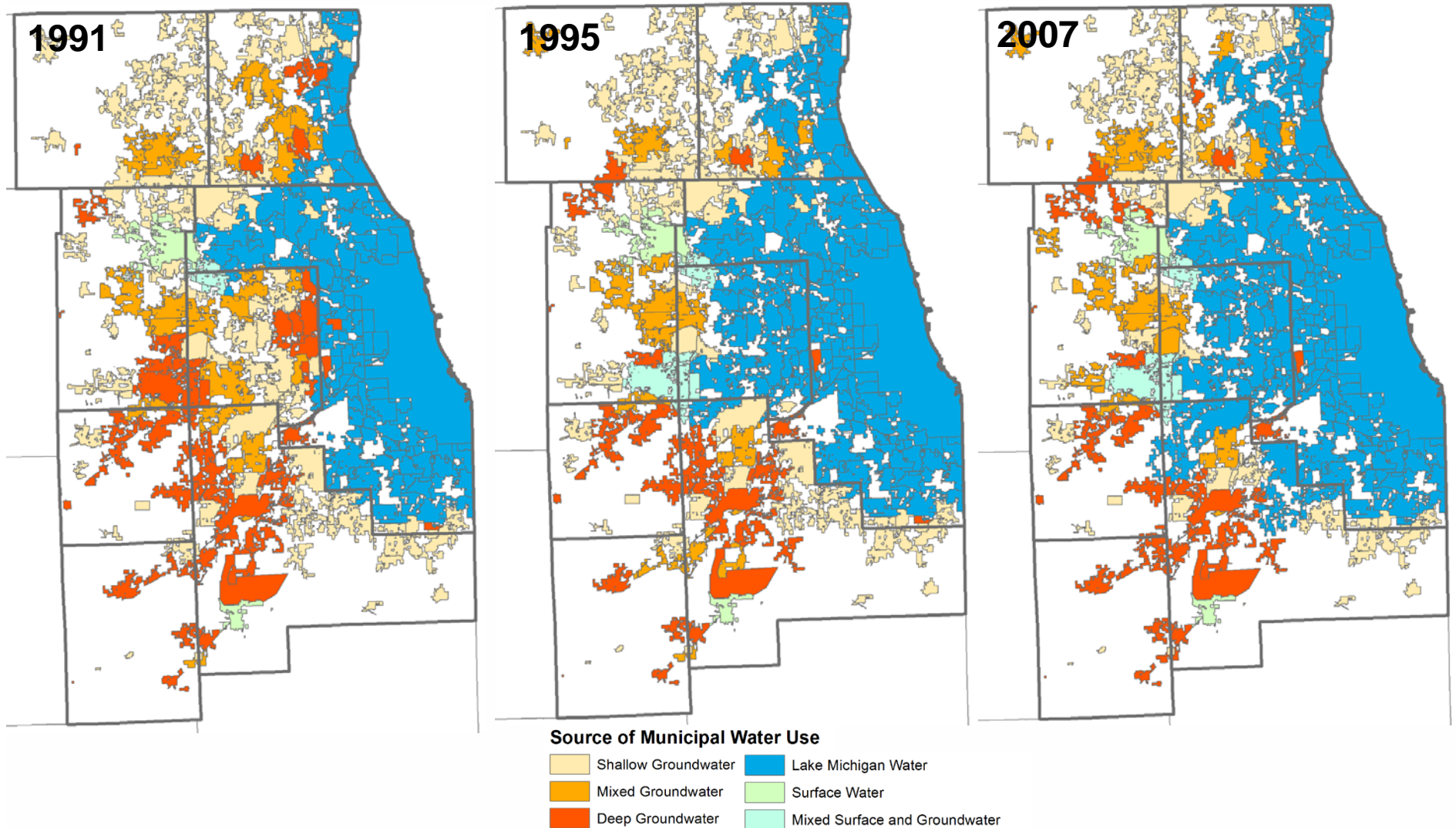




Sustainable Source Water Assessment



Source Water Evolution In NE IL

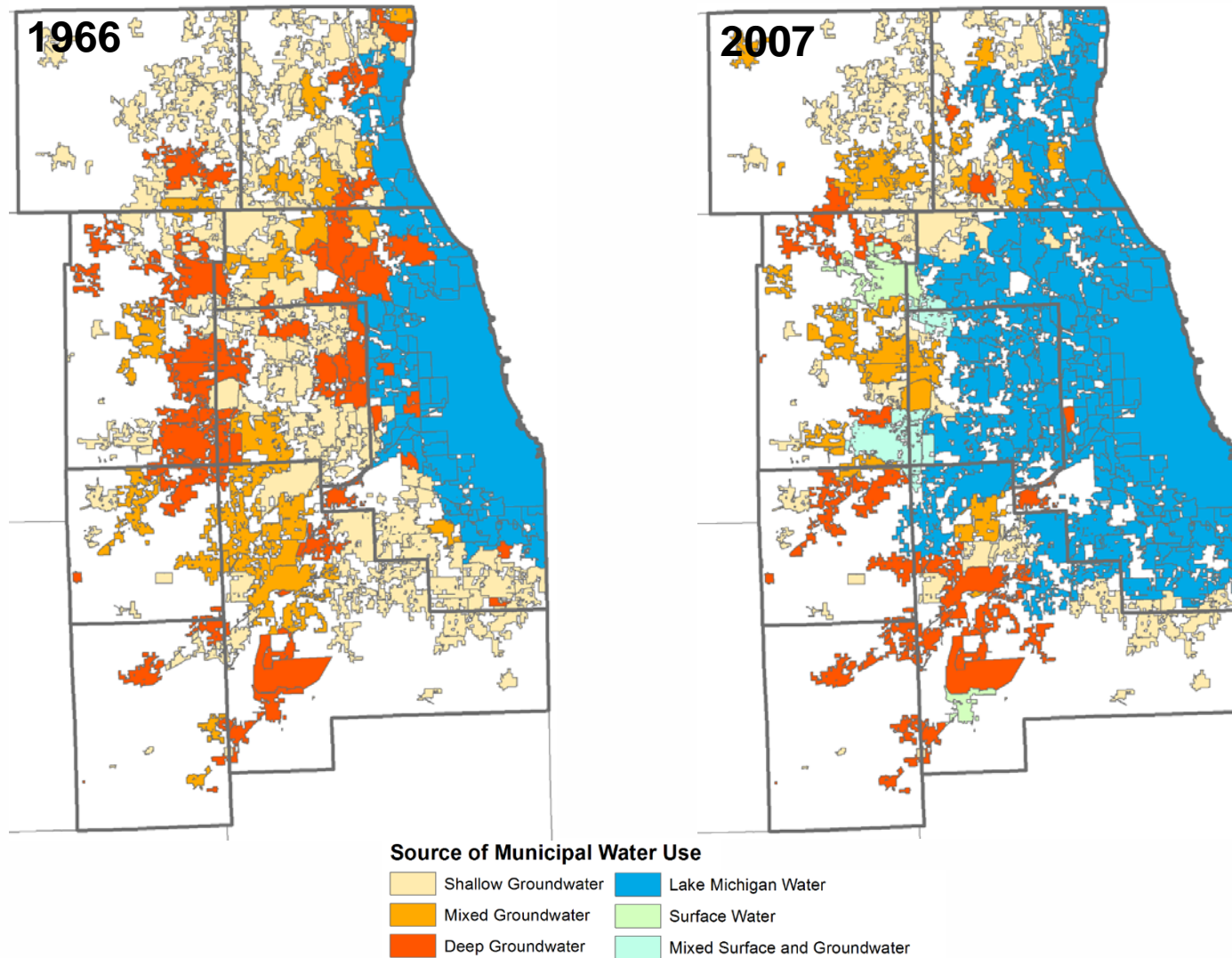




Sustainable Source Water Assessment



Source Water Evolution In NE IL



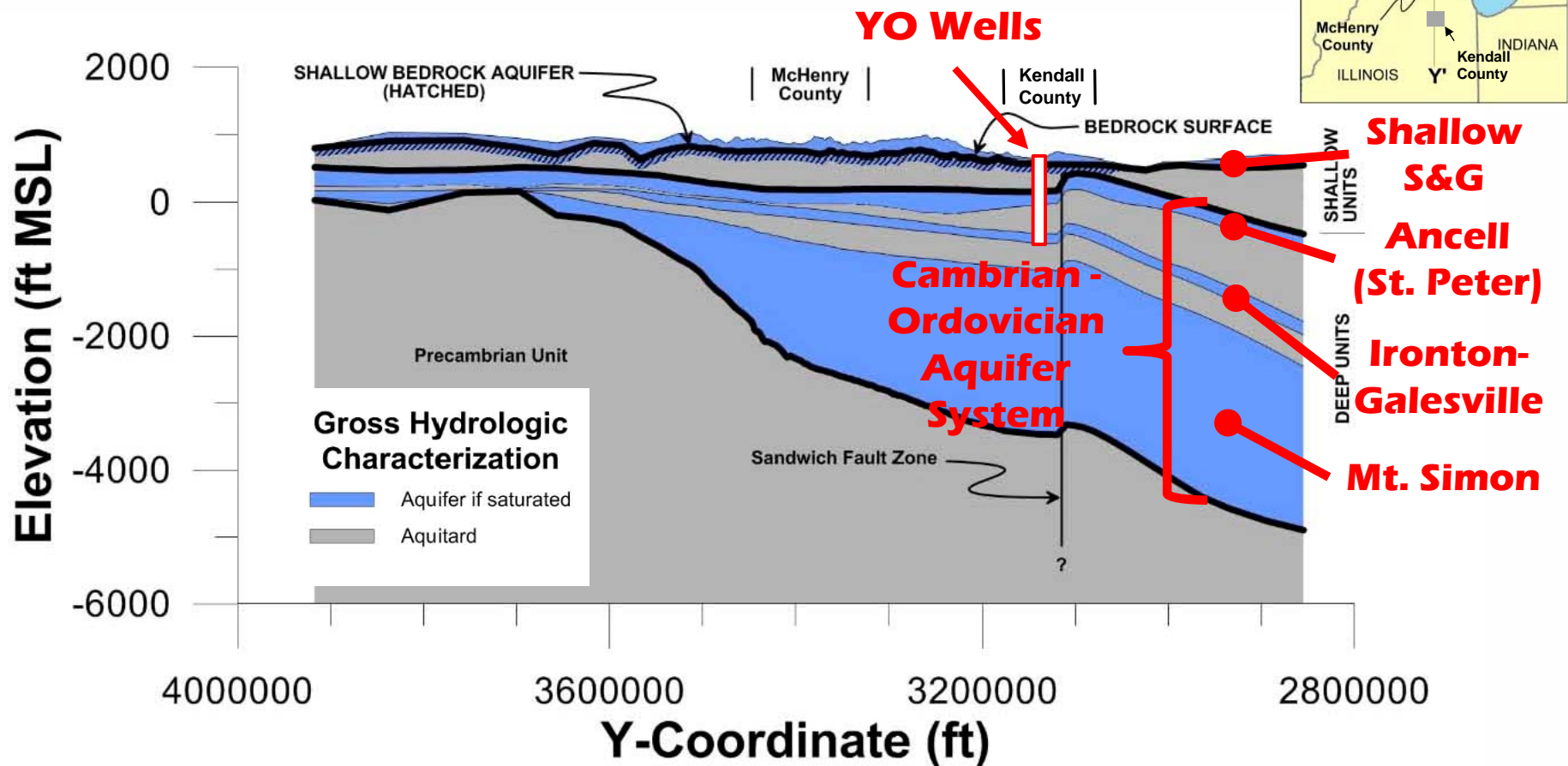


Sustainable Source Water Assessment



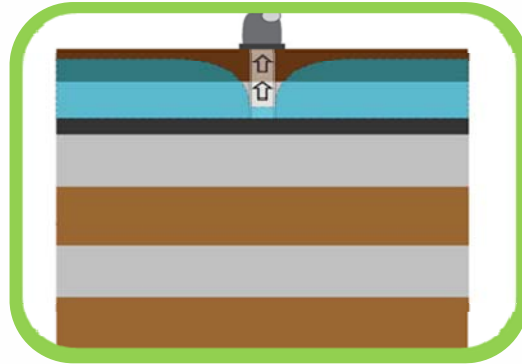
Bedrock Hydrogeology

Source: ISWS

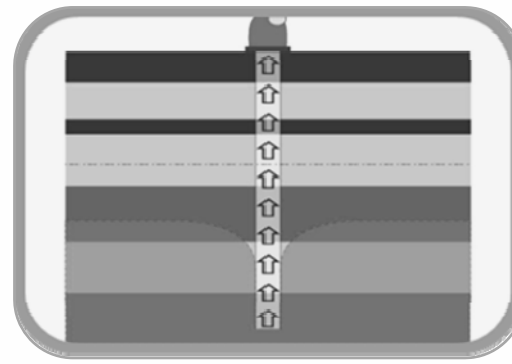




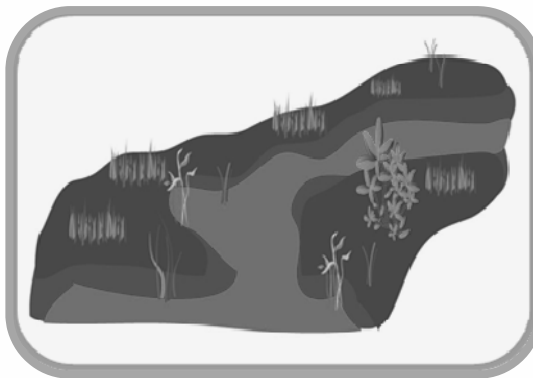
Sustainable Source Water Assessment



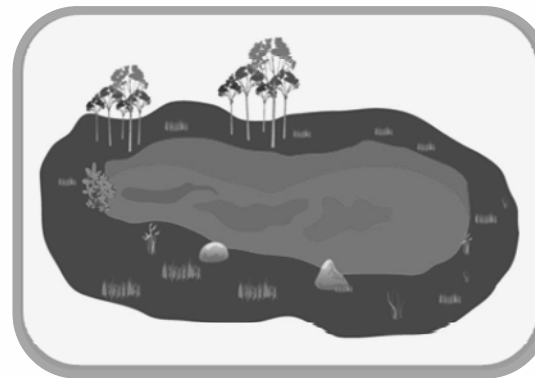
Shallow Sand & Gravel Aquifer



Deep Sandstone Aquifer



Fox River



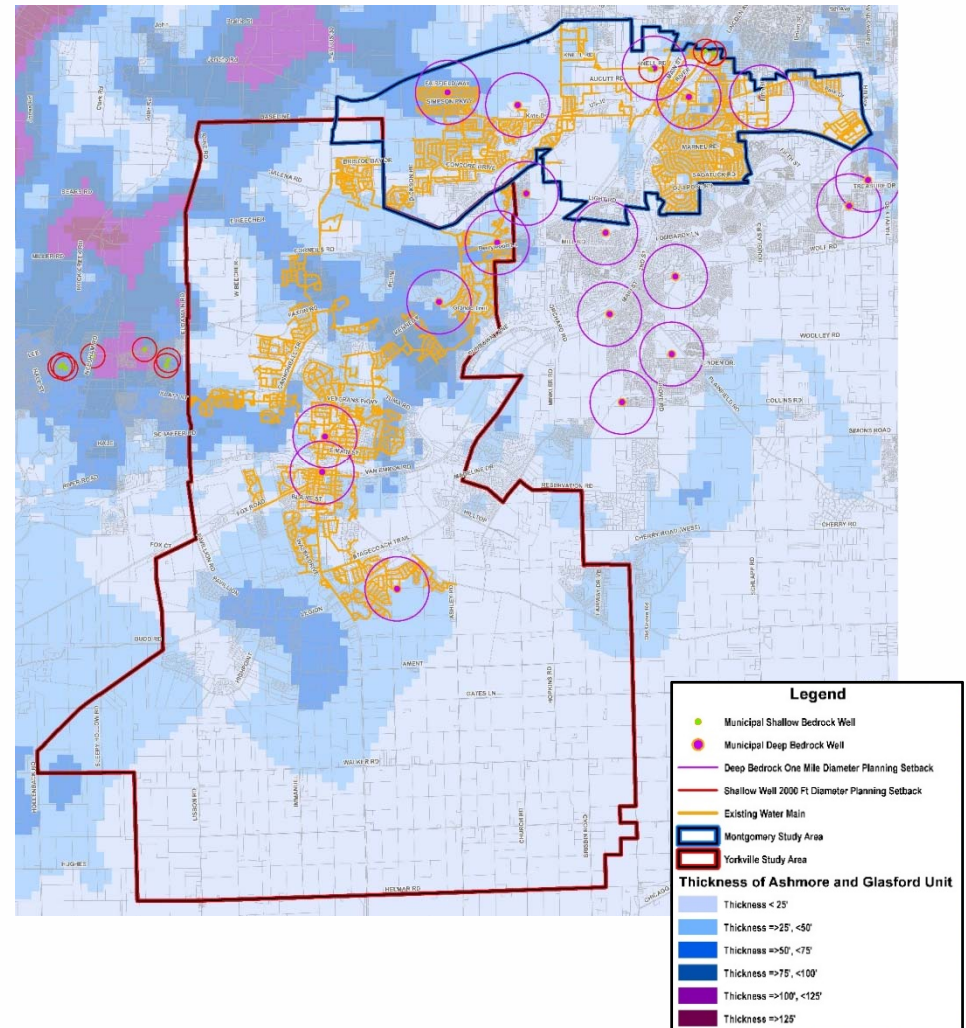
Lake Michigan



Sustainable Source Water Assessment

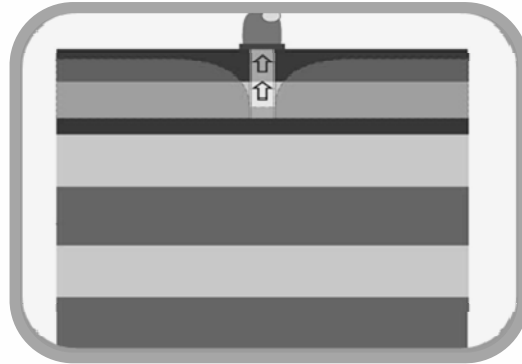


- Mapped Wells From ISWS Database
 - ➔ Shallow S&G
 - ➔ Shallow Bedrock
 - ➔ Deep Sandstone
- Mapped Sand & Gravel Formation Thickness
- Insufficient Sand & Gravel Deposits Within Planning Area

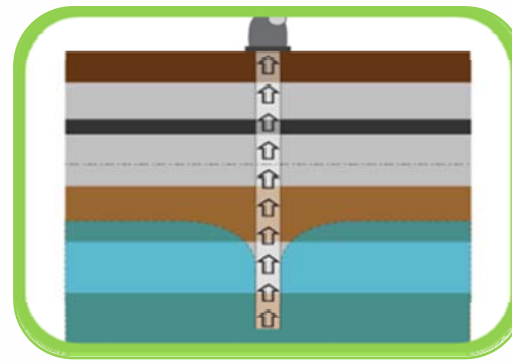




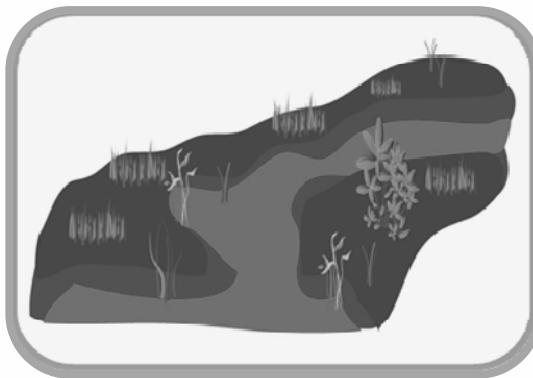
Sustainable Source Water Assessment



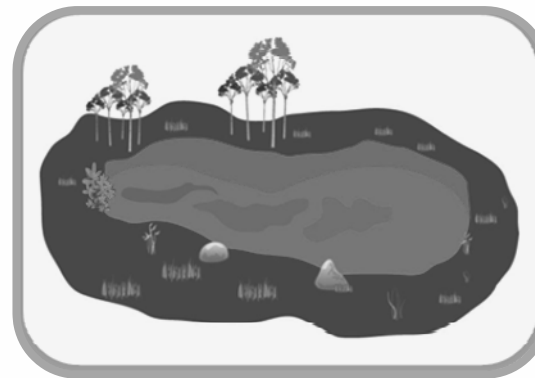
Shallow Sand & Gravel Aquifer



Deep Sandstone Aquifer



Fox River



Lake Michigan




Sustainable Source Water Assessment




Figure 20. The Cambrian-Ordovician aquifer system, which consists of predominantly sandstone aquifers separated by poorly permeable confining units, extends over a large part of the north-central United States.

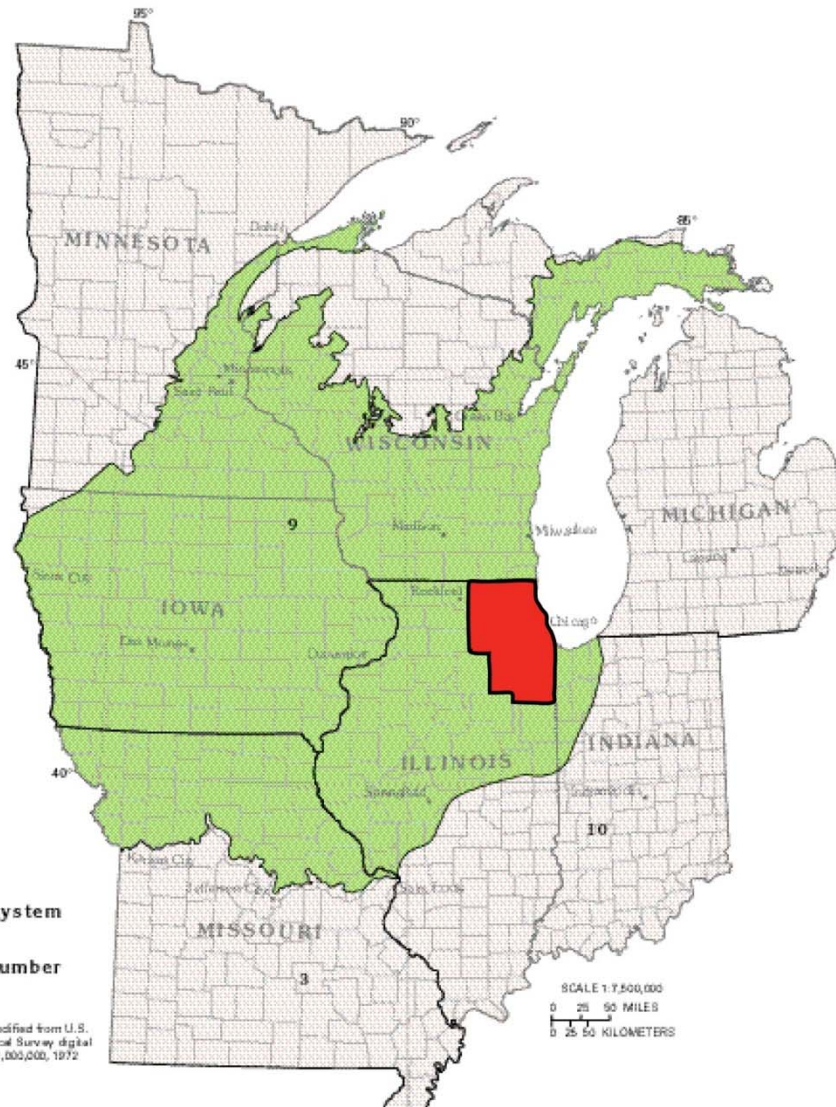
Modified from Young, H.L., 1992b, Hydrogeology of the Cambrian-Ordovician aquifer system in the northern midwest, United States, with a section on Ground-water quality by D.I. Siegel: U.S. Geological Survey Professional Paper 1405-B, 99 p.

EXPLANATION

 Cambrian-Ordovician aquifer system

 9 Atlas segment boundary and number

Base modified from U.S. Geological Survey digital data, 1:2,000,000, 1972



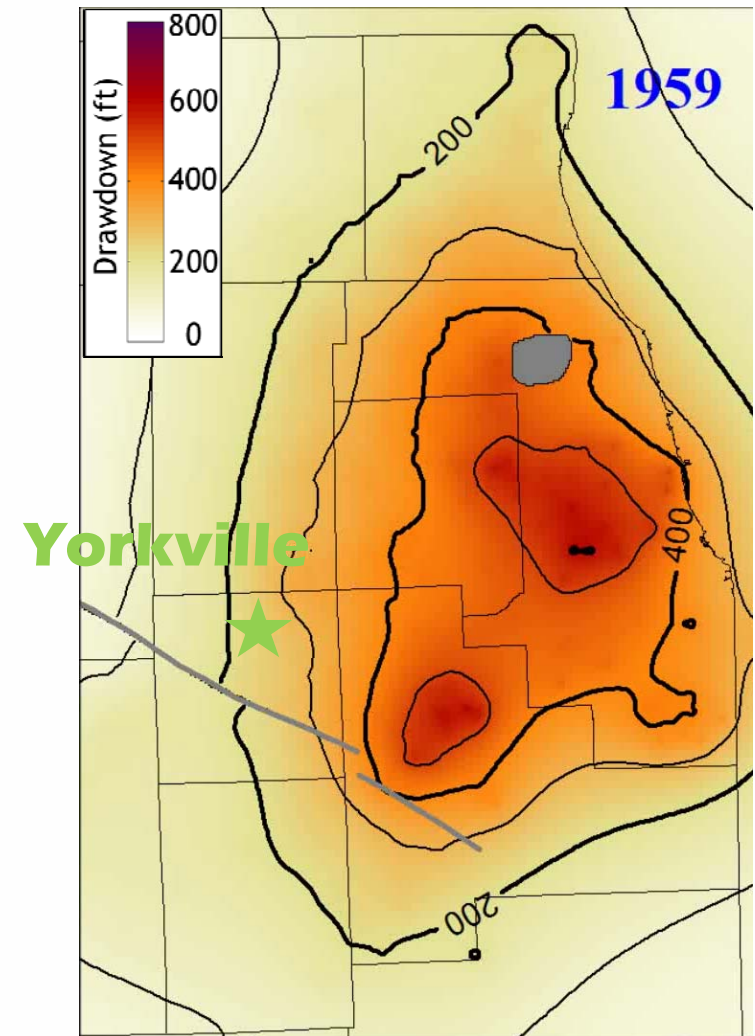


Sustainable Source Water Assessment



💧 Historical Deep Sandstone Withdrawals In NE IL

- ➔ Sandstone Aquifers Tapped For Almost 150 Years
- ➔ Major Cone of Depression Centered Around Elmhurst By 1970s
- ➔ Cook & DuPage Municipalities Convert To Lake Michigan Water In 1980s & 1990s
- ➔ Partial Recovery Of Sandstone Aquifers Into Early 2000s
- ➔ Continued Pumping In Southern/Western Suburbs Causing Expansion of Cone of Depression

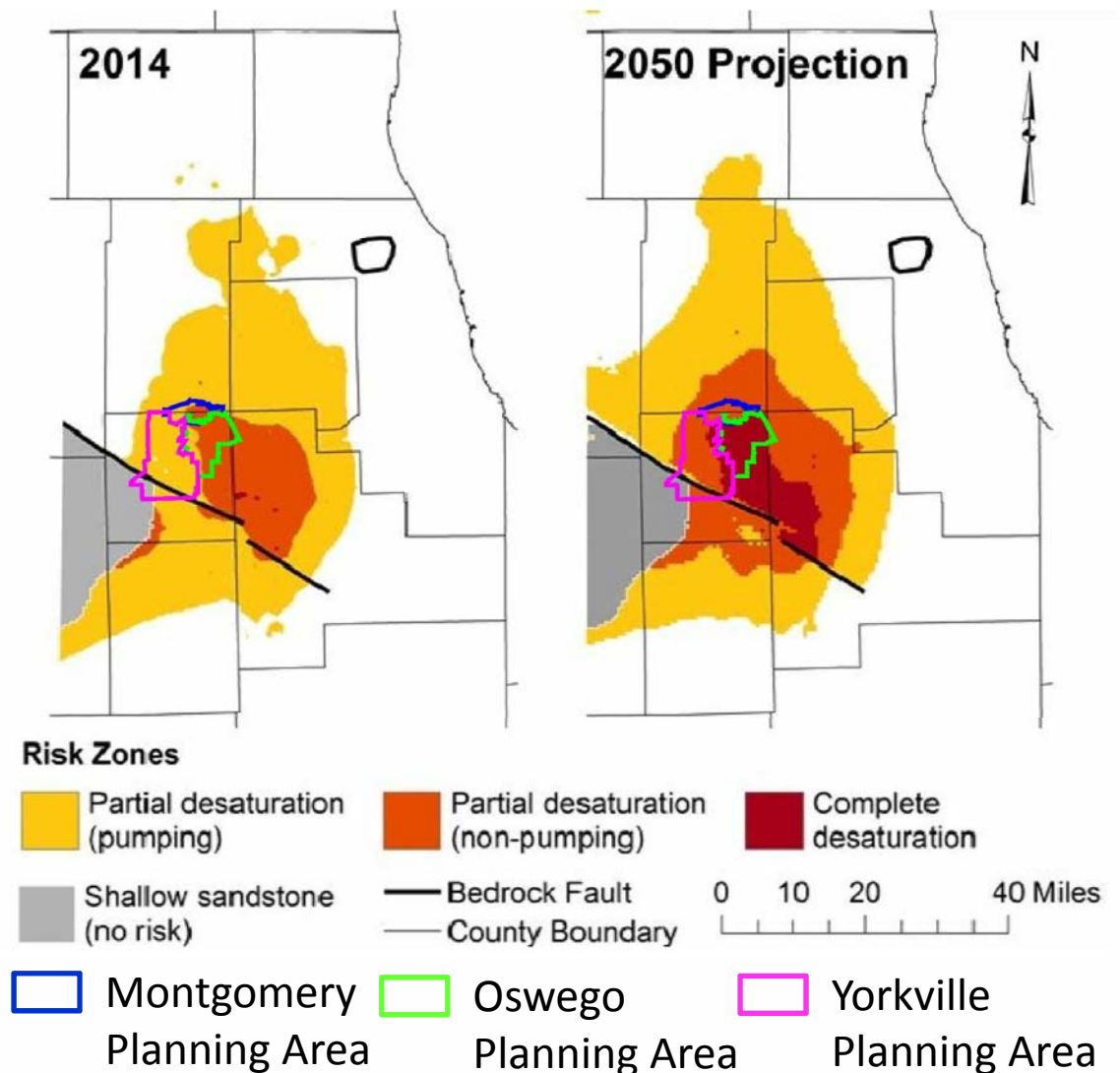




Sustainable Source Water Assessment

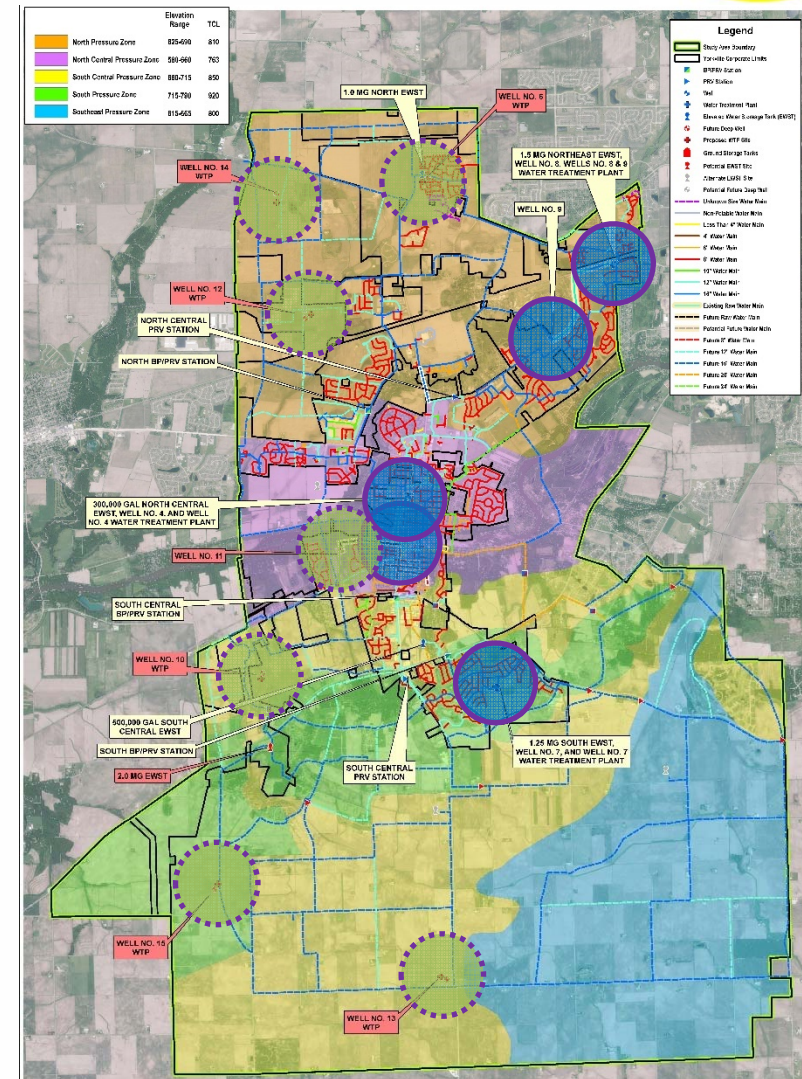


- Regional Deep Sandstone Modeling Showing Dewatering Risk
 - Areas Already Experiencing Dewatering
 - If Current Trends Water Use Continues, ISWS Expects a Large Area To Be At Risk By 2050



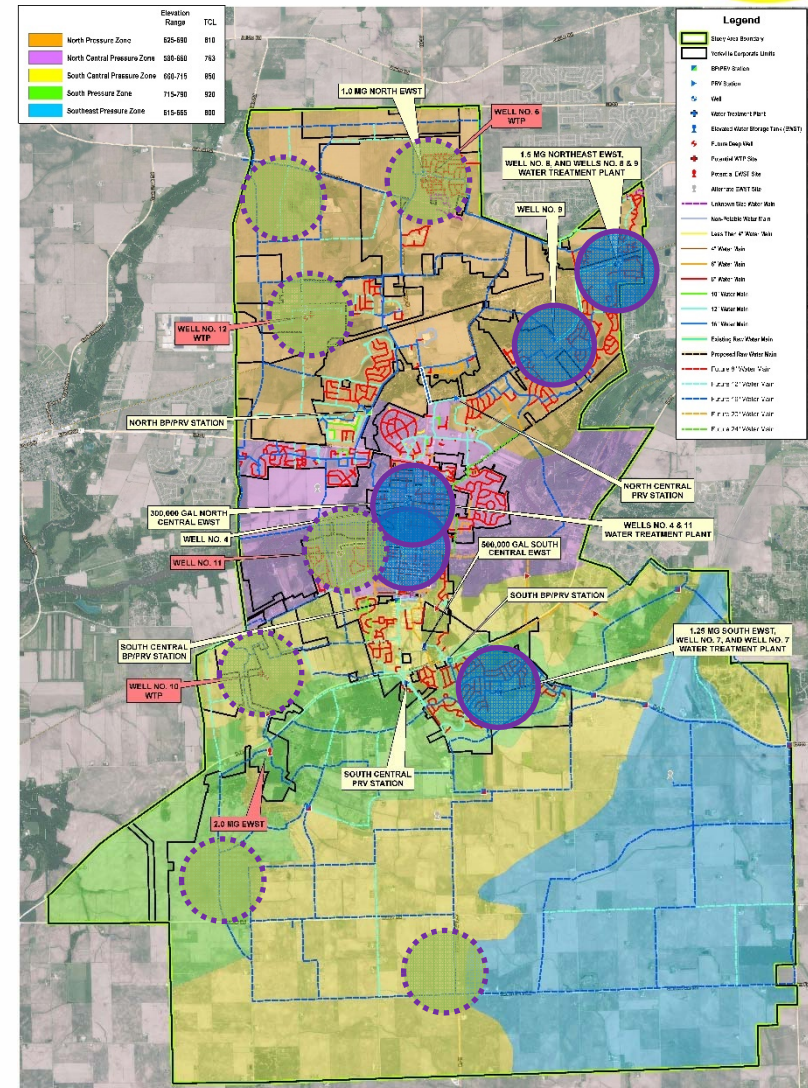


- ➔ 2050 CT Model Run – With Existing 5 Wells
- ➔ Alternative 1 – CT With 7 New I/G Wells





- ➔ 2050 CT Model Run – With Existing 5 Wells
- ➔ Alternative 1 – CT With 7 New I/G Wells
- ➔ Alternative 2 – LRI With 4 New I/G Wells



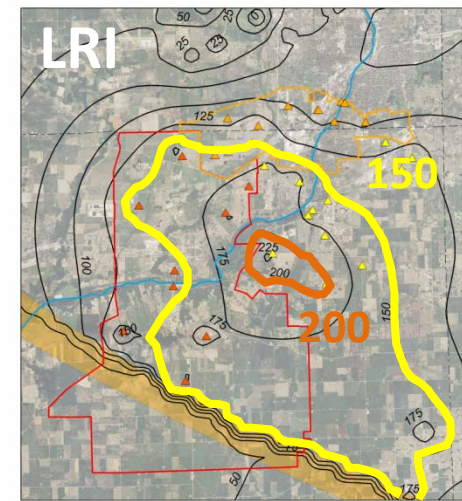
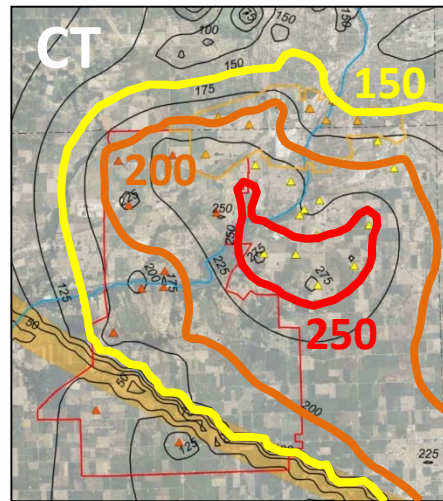


Sustainable Source Water Assessment

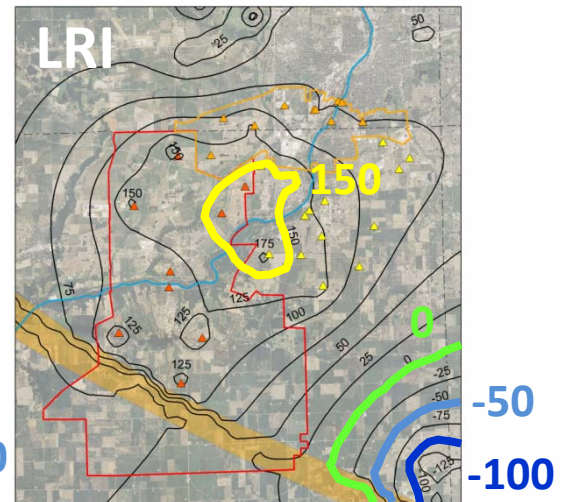
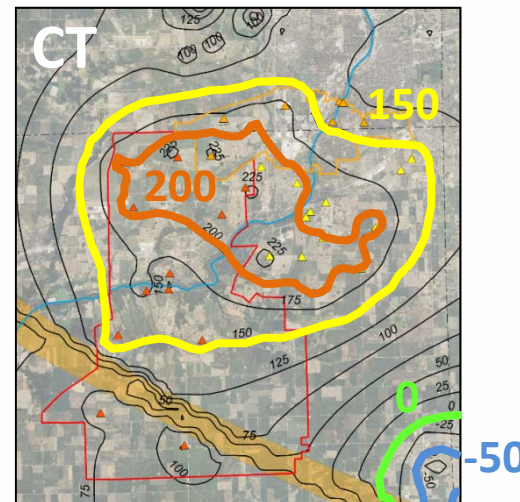


Joliet Remains On Deep Aquifer

**Deep Sandstone
Regional Modeling
2050 Sub-Regional
Water Level
Drawdown**



Joliet Switches To Surface Water





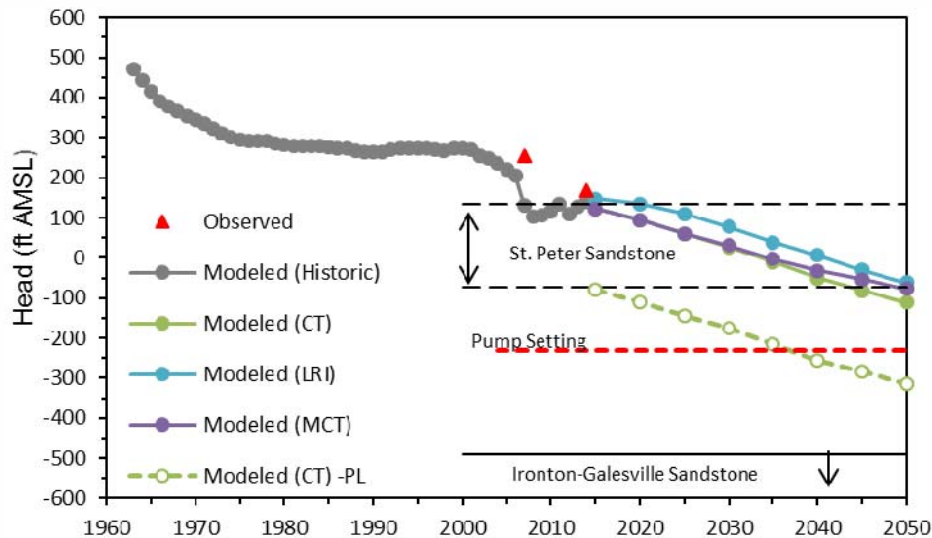
Sustainable Source Water Assessment



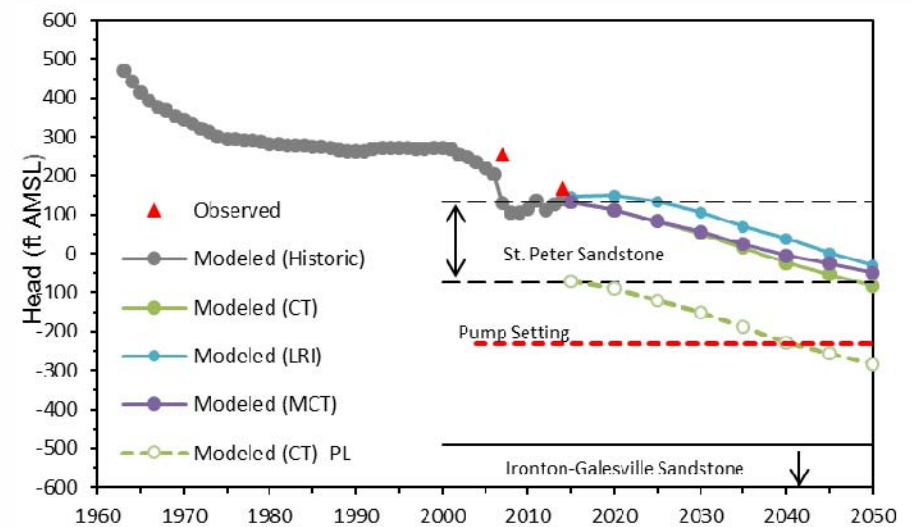
Deep Sandstone Regional Modeling

2050 United City of Yorkville Well No. 9 Water Level Projections

Joliet Remains On Deep Aquifer



Joliet Switches To Surface Water

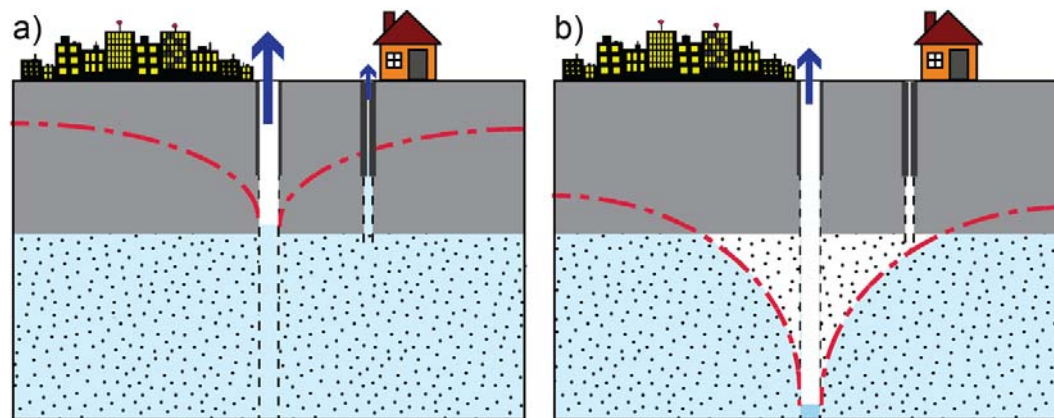




Sustainable Source Water Assessment

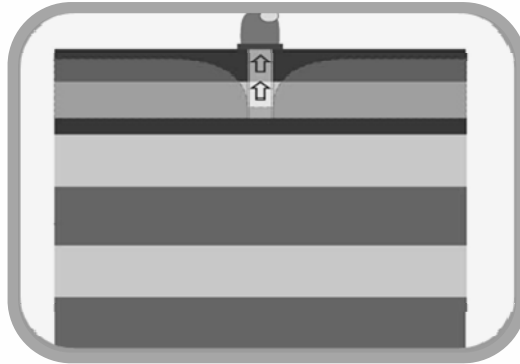


- ◆ Additional Challenges With Water Level Declines In Deep Aquifer
 - ➔ Some Industrial & Private Wells Could Go Dry
 - ➔ Lower Water Levels Require Higher Amount of Energy To Pump Water
 - ➔ Flow Rate of Wells Likely To Decline Because of Casing Limitations on Motor Size
 - ➔ Water Quality In Aquifer Likely To Deteriorate; Could Force Additional Treatment
 - ➔ No Back-Up Water Supply For Future

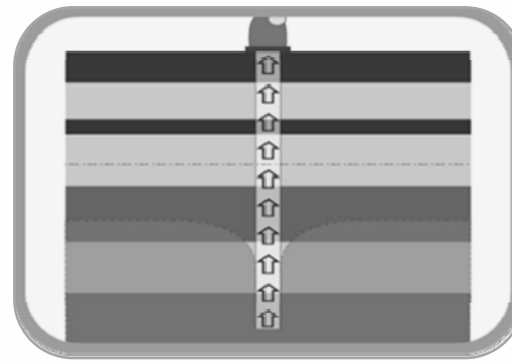




Sustainable Source Water Assessment



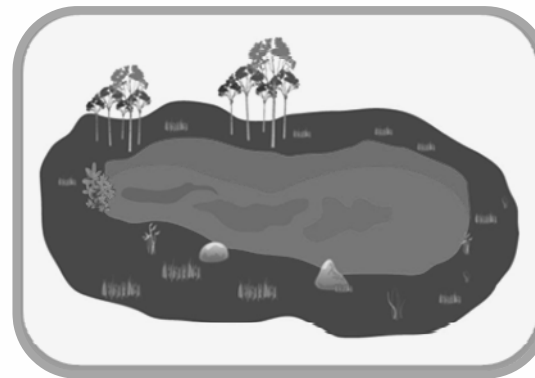
**Shallow Sand &
Gravel Aquifer**



**Deep Sandstone
Aquifer**



Fox River



Lake Michigan

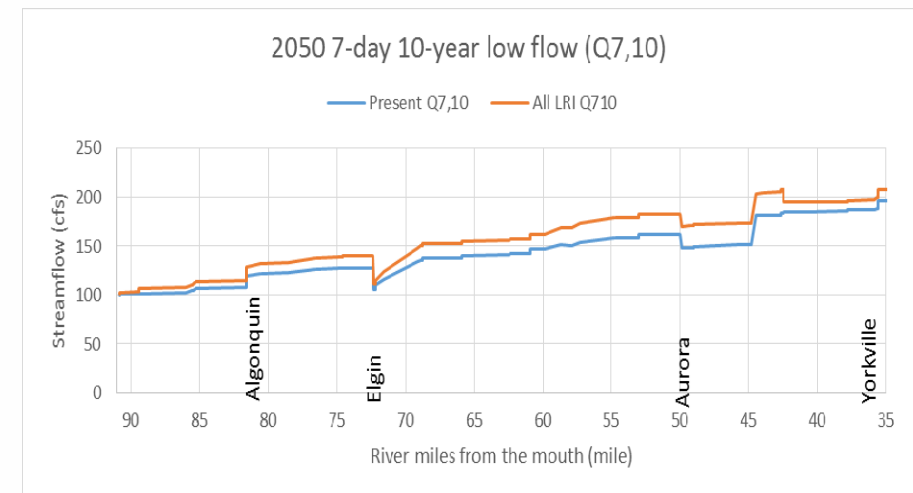
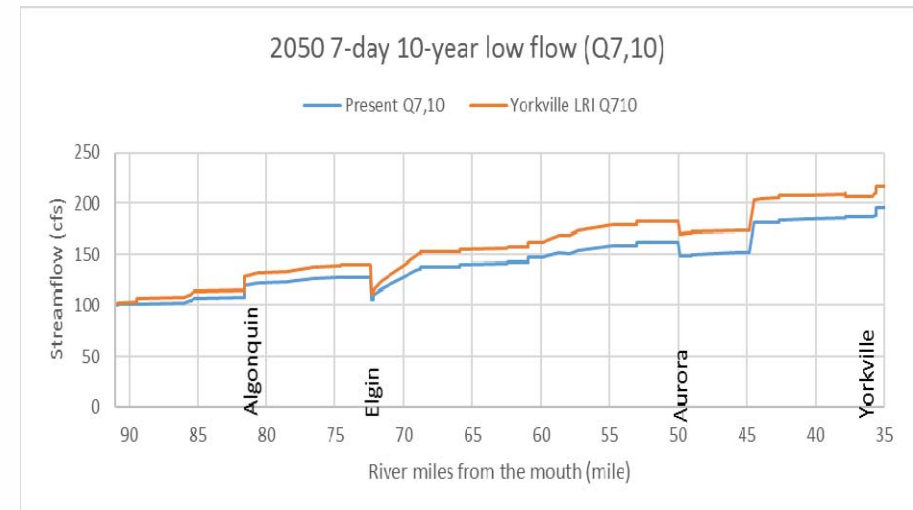


Sustainable Source Water Assessment



💧 Fox River

- ➔ ISWS Ran ILSAM Model To Develop 2050 Fox River Flow Projections
- ➔ Model Includes Natural & Man-Made Inputs & Withdrawals
- ➔ Q7,10 Is The State's Protected Low Flow
- ➔ Lowest Flows In Fox River Typically Occur In September
- ➔ River Baseflow Projected To Increase In the Future





Sustainable Source Water Assessment



💧 Fox River

- ➔ Most Sustainable Supply Source Within Sub-Region
- ➔ Back-Up Supply Source Still Needed
- ➔ Withdrawal Permitting Sooner Rather Than Later Likely Better

Projected Change In Monthly Risk Of River Flow Being Below Current Q7,10 Flow

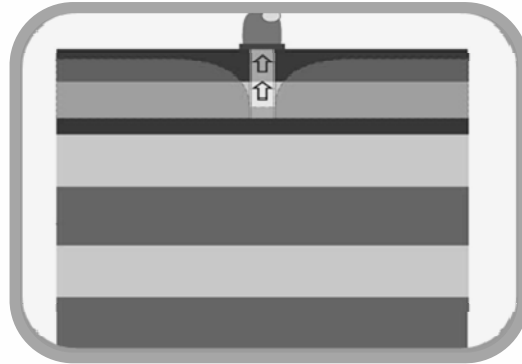
Month	Current Conditions (%)	2050 Projected Conditions (%)
May	0.4	<0.1
June	0.3	<0.1
July	1.7	<0.1
August	3.6	0.5
September	4.7	0.9
October	2.4	0.7
November	0.4	0.2

Historical & Projected Q7,10 Deficit Days In Four Worst Drought Years

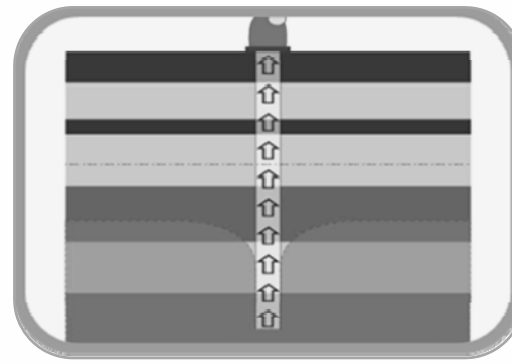
Year	Total # Of Actual Deficit Days	2050 Projected # Of Deficit Days
1934	98	1
2005	50	22
1956	43	24
1946	38	15



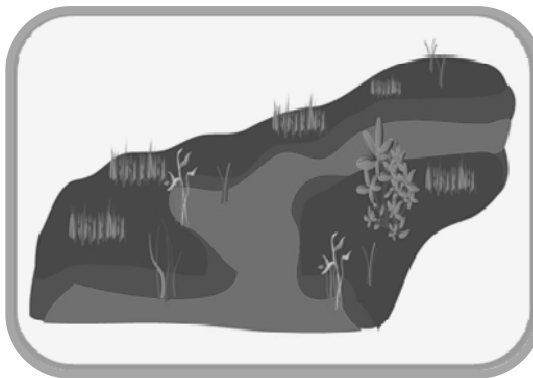
Sustainable Source Water Assessment



Shallow Sand & Gravel Aquifer



Deep Sandstone Aquifer



Fox River



Lake Michigan

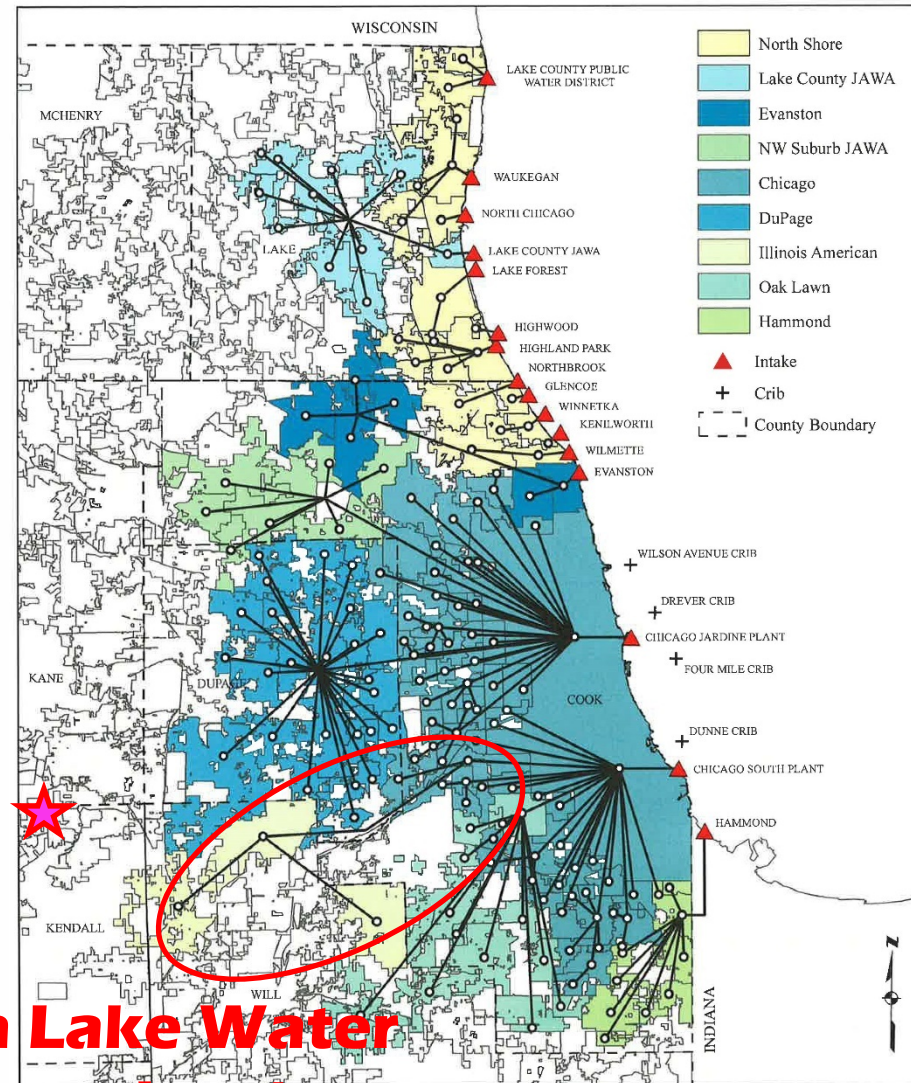


Sustainable Source Water Assessment



Yorkville

**American Lake Water
(Illinois American)**

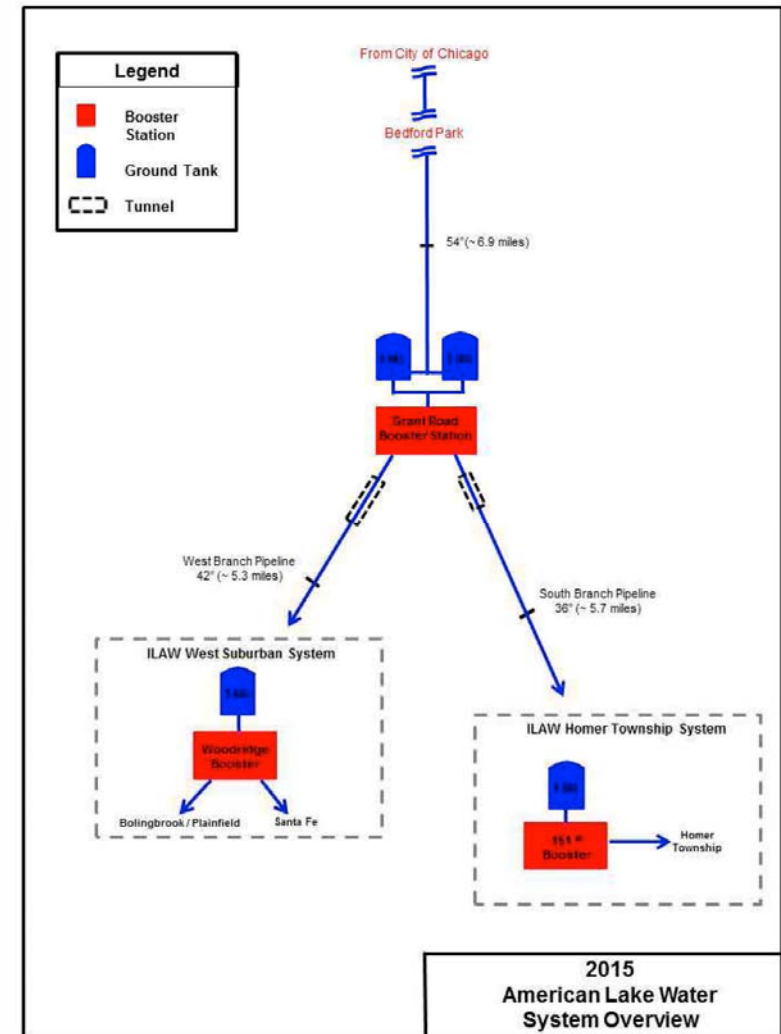


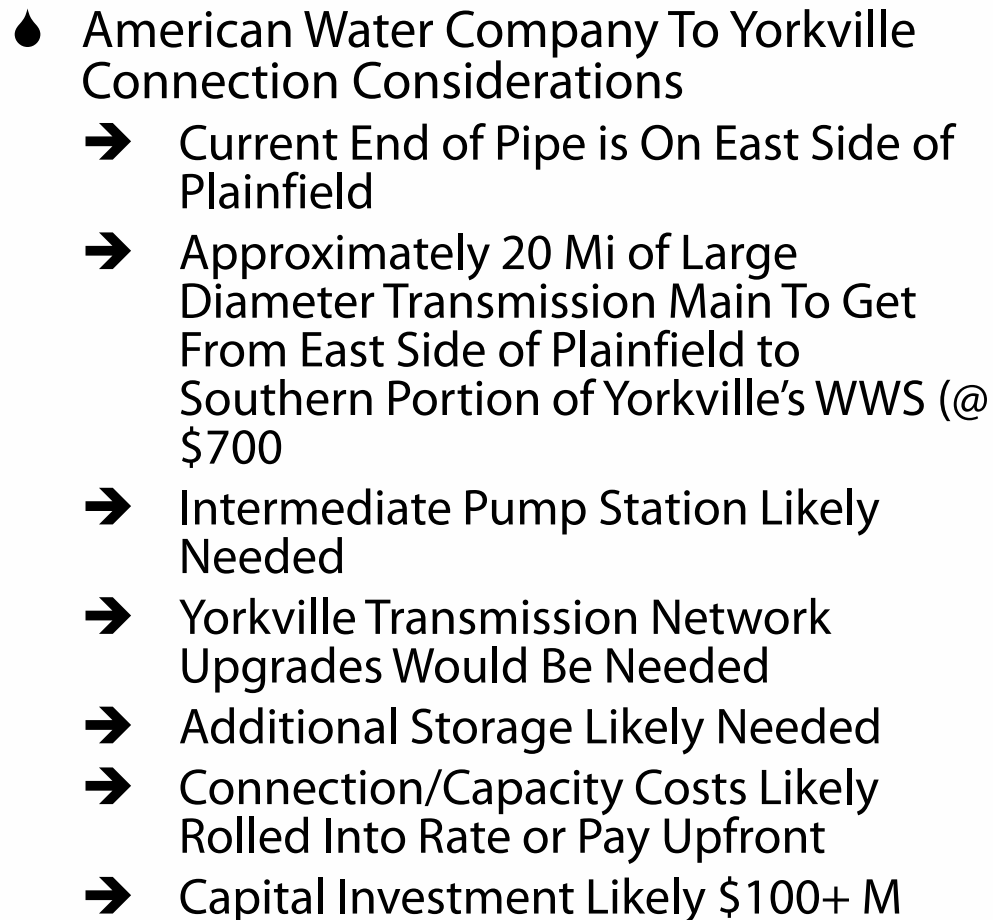


Sustainable Source Water Assessment



- 💧 American Lake Water Background
 - ➔ Purchase Water From City of Chicago With Bedford Park Charge, Also
 - ➔ System Capacity = 32 MGD
 - ➔ Current Peak Demand = 17 MGD
 - ➔ Currently Serving Bollingbrook, Plainfield, Homer Glenn and Portions of Woodridge
 - ➔ Projected Water Use On Pipeline in 2040: 31.5 MGD



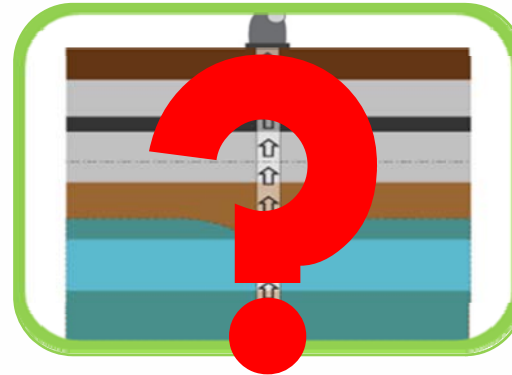




Sustainable Source Water Assessment



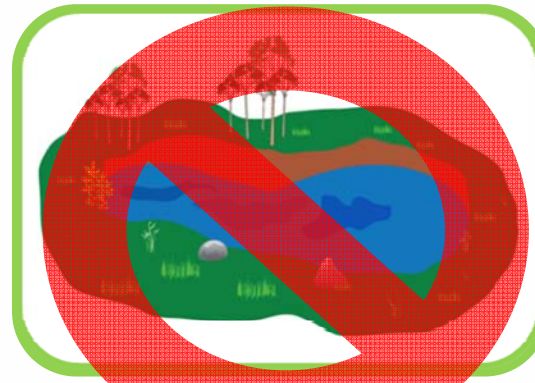
Shallow Sand & Gravel Aquifer



Deep Sandstone Aquifer



Fox River



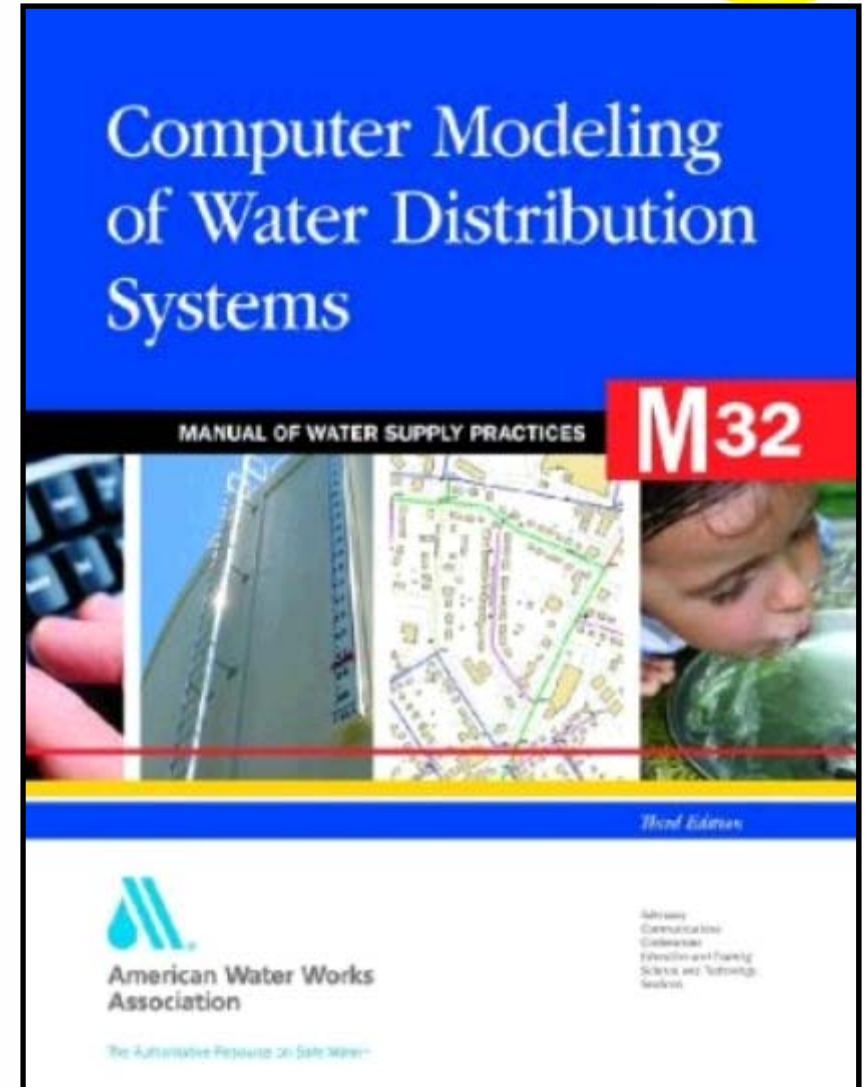
Lake Michigan



Water Distribution System Analysis

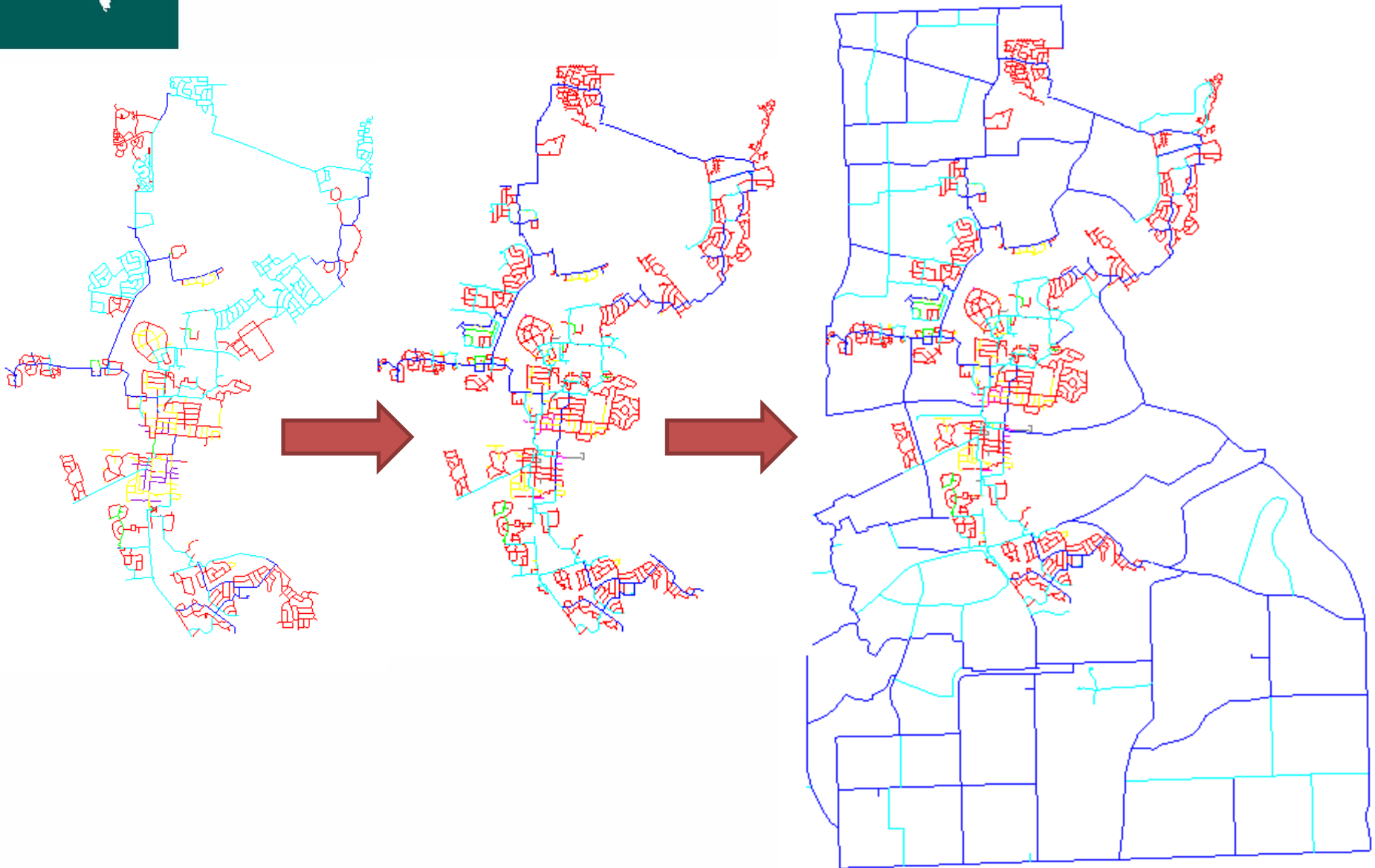


- 💧 Pressures
- 💧 Velocities
- 💧 Headlosses
- 💧 Ability to Transfer Water Between Supply and Storage Points
 - ➔ Single Supply Point Vs. Multiple Supply Points
- 💧 Redundancy in Supply and Storage
- 💧 Fire Flow Availability





Water Distribution System Analysis





Water Distribution System Analysis



1-20" Water Main NW of Sub-Regional Connection Point

2- 16" Water Main Connect to Crimson Lane

3- 24" Water Main from Connection Point 1 to Van Emmon and PRV Station

4 - 16" Water Main Through Town

5 - 20" Water Main Along Van Emmon

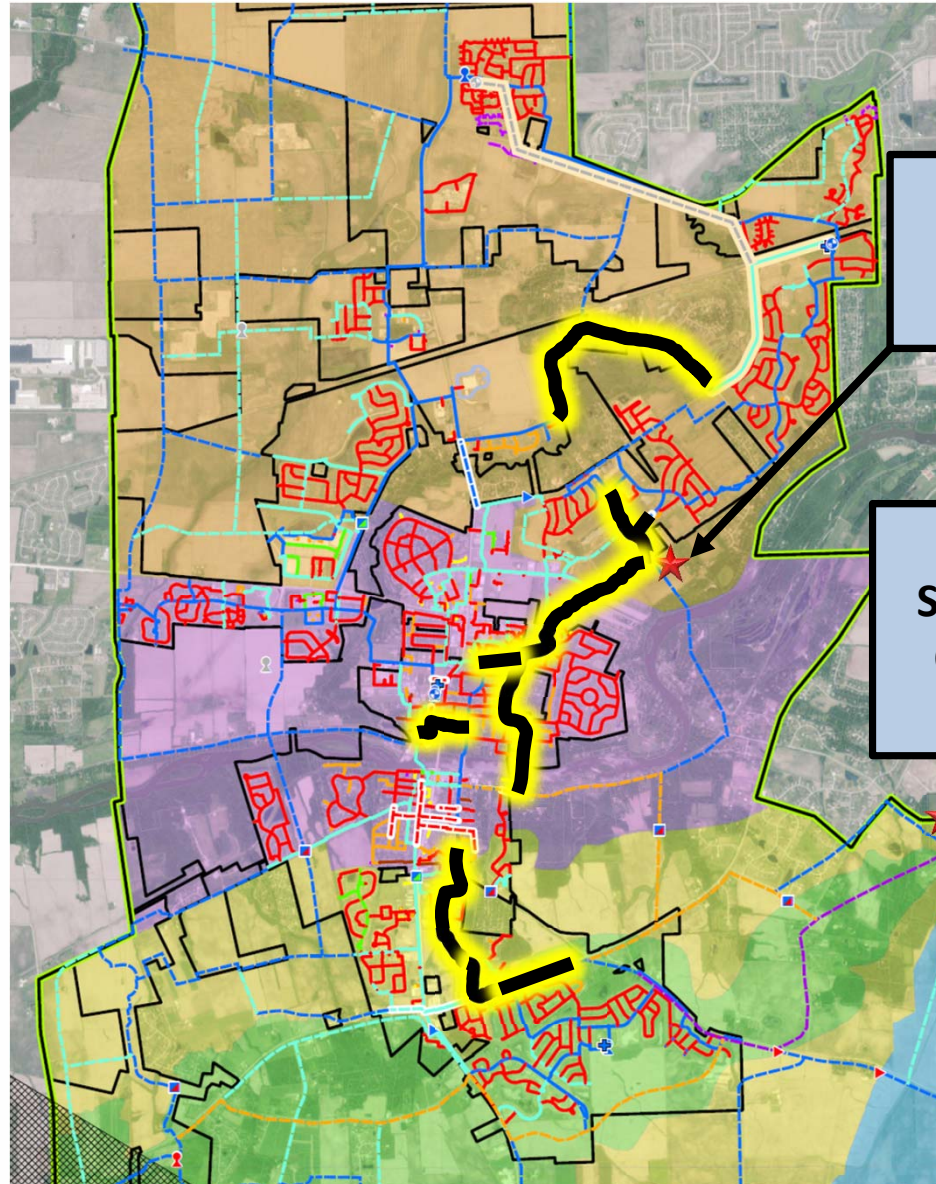
6 - 20" Water Main From Mill Street to SC EWST

7 - 20" Water Main From SC EWST to South BP/PRV

8 - 16" Water Main From Cannonball Trail to Kennedy Road

9 – Route 71 Water Main Replacement

10 – Various PRV Stations and BP/PRV Stations

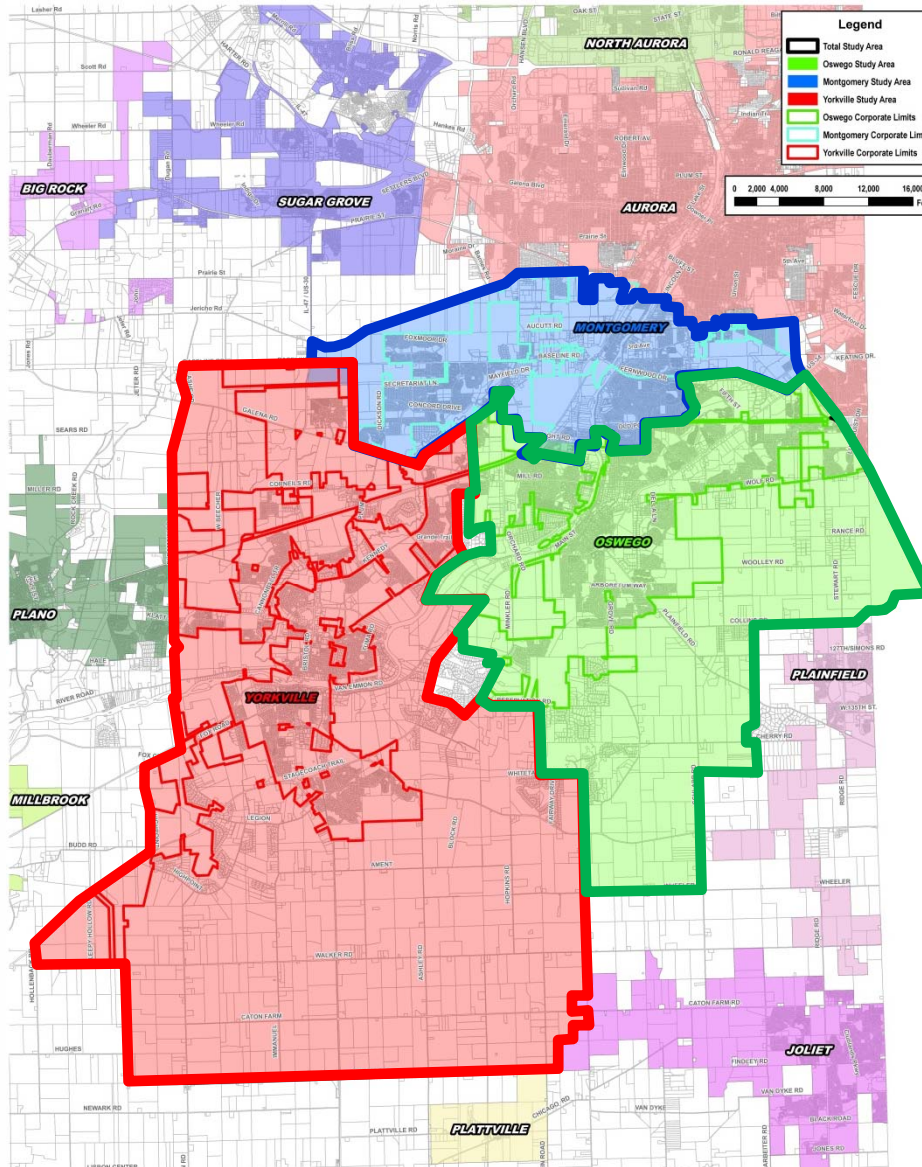


Sub-Regional Connection Point 1

(Future) Sub-Regional Connection Point 2



Sub-Regional Analysis



Village of Montgomery
Planning Area: 15.6 sq mi
Ex. Corp. Limits Area: 9.3 sq mi

United City of Yorkville
Planning Area: 72.9 sq mi
Ex. Corp. Limits Area: 20.2 sq mi

Village of Oswego
Planning Area: 40.2 sq mi
Ex. Corp. Limits Area: 15.1 sq mi



Sub-Regional Analysis



💧 Population Projections

<u>Municipality</u>	<u>Current Population</u>	<u>CMAP 2040 Projection</u>		<u>2050 Population Projection</u>
		<u>Population</u>	<u>Annual Growth Rate</u>	
Montgomery*	28,346	48,688	2.0%	42,000
Yorkville	19,804	43,486	3.2%	59,565
Oswego	<u>34,820</u>	<u>69,155</u>	2.8%	<u>90,996</u>
Total:	82,970	161,329		192,561

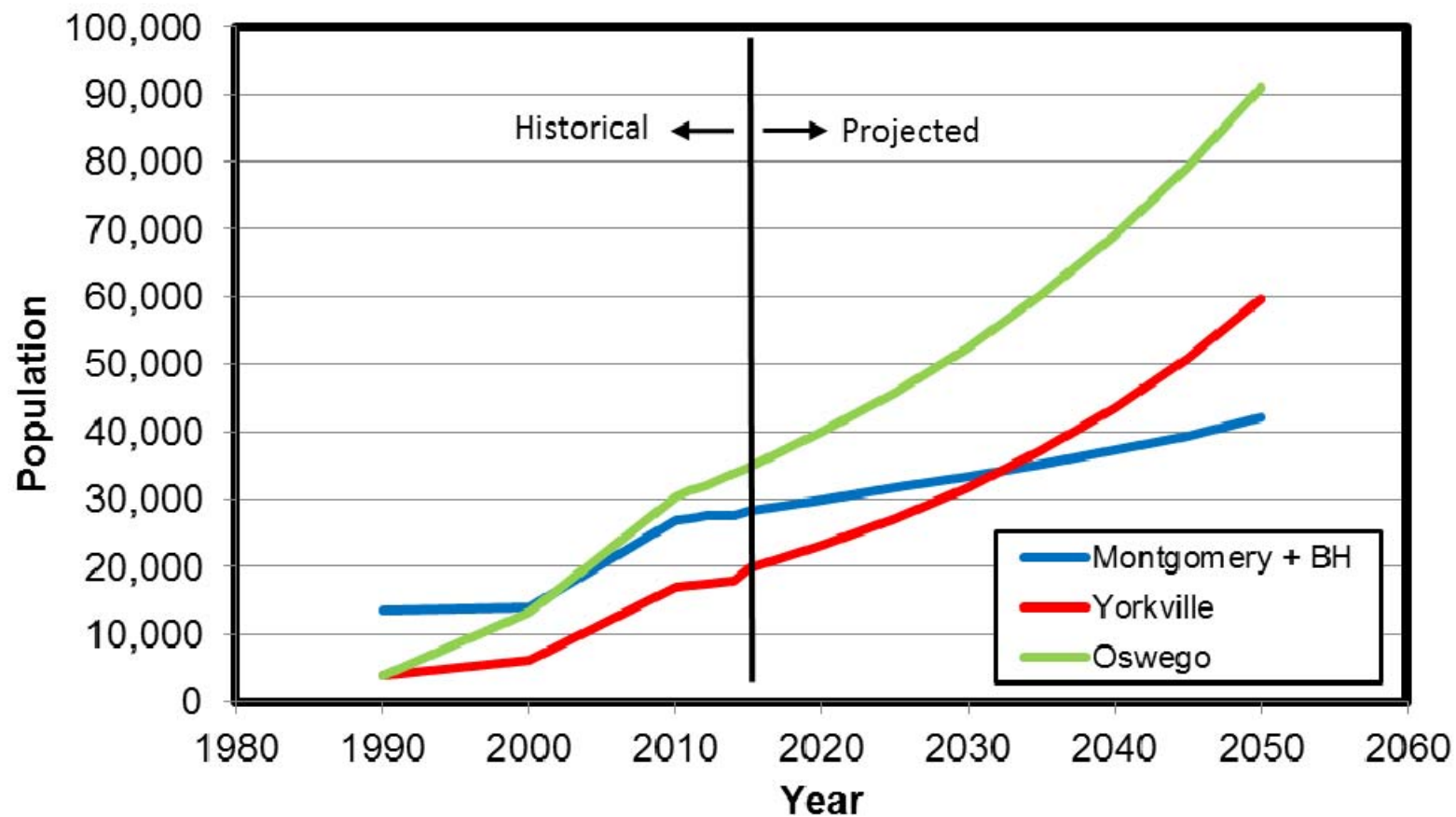
* Village of Montgomery buildout population projected to be 32,000 – 33,000; Assumes 9,000 residents in Boulder Hill Subdivision; Maximum total population within planning area estimated to be 42,000.



Sub-Regional Analysis



Historical & Projected Population



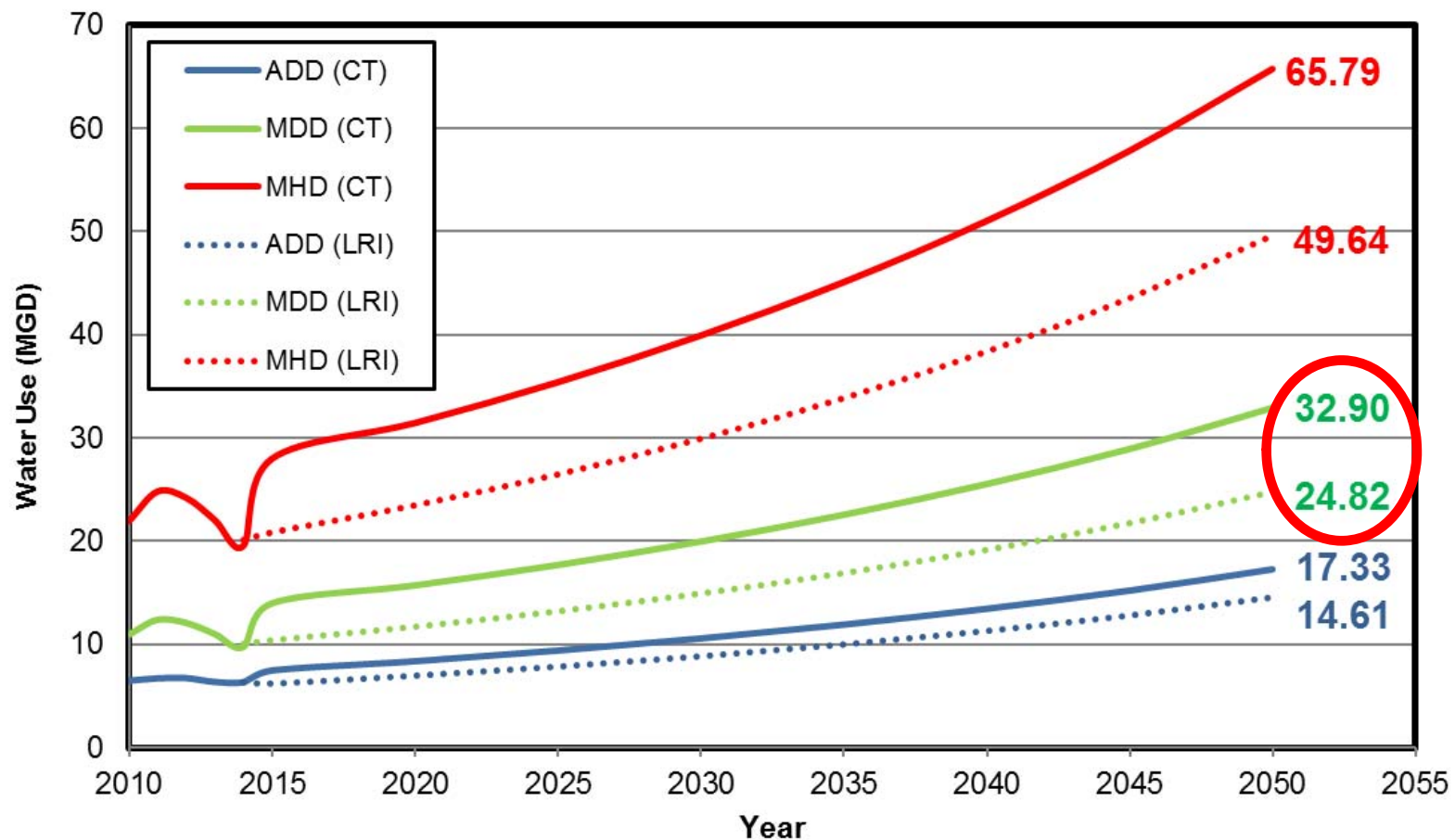


Sub-Regional Analysis



Projected Water Use

Village of Montgomery, United City of Yorkville, and Village of Oswego





Sub-Regional Analysis



Sub-Region 2050 Water Use Projection Distribution

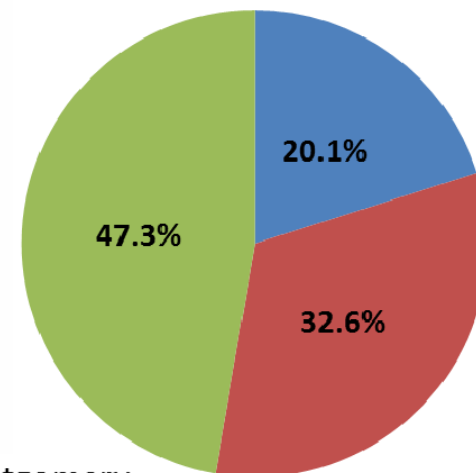
Parameter	Water Works System			Total
	Montgomery	Yorkville	Oswego	
2050 CT WATER USE PROJECTION				
Average Day Demand Value (MGD)	3.78	5.36	8.19	17.33
% of Total	21.8%	30.9%	47.3%	--
Maximum Day Demand Value (MGD)	6.62	10.72	15.56	32.90
% of Total	20.1%	32.6%	47.3%	--
2050 LRI WATER USE PROJECTION				
Average Day Demand Value (MGD)	3.02	4.77	6.82	14.61
% of Total	20.7%	32.6%	46.7%	--
Maximum Day Demand Value (MGD)	4.54	8.34	11.94	24.82
% of Total	18.3%	33.6%	48.1%	--

32 MGD WTP

25 MGD WTP

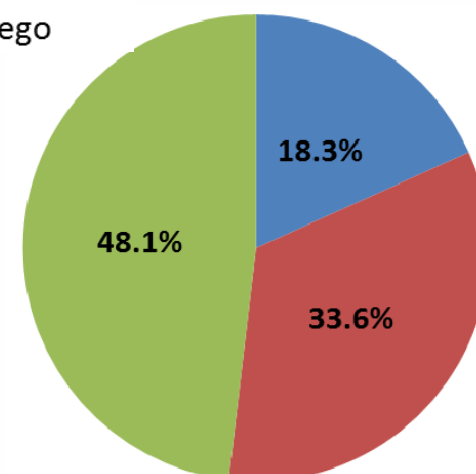
Maximum Day Distribution

CT



■ Montgomery
■ Yorkville
■ Oswego

LRI

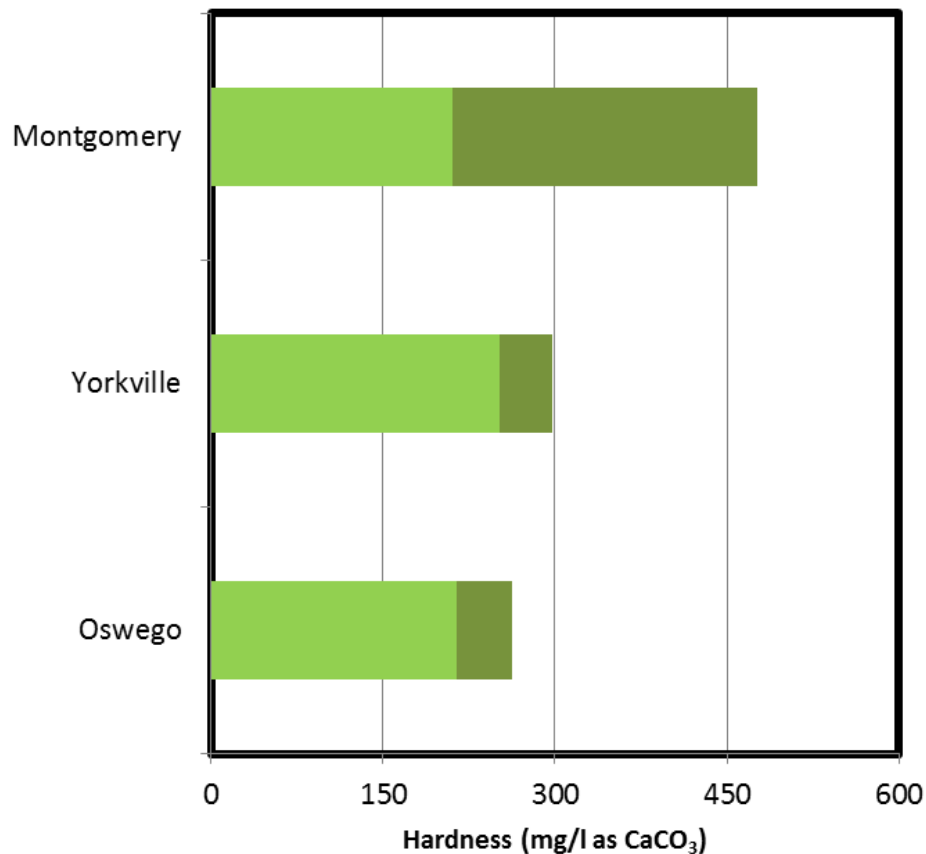




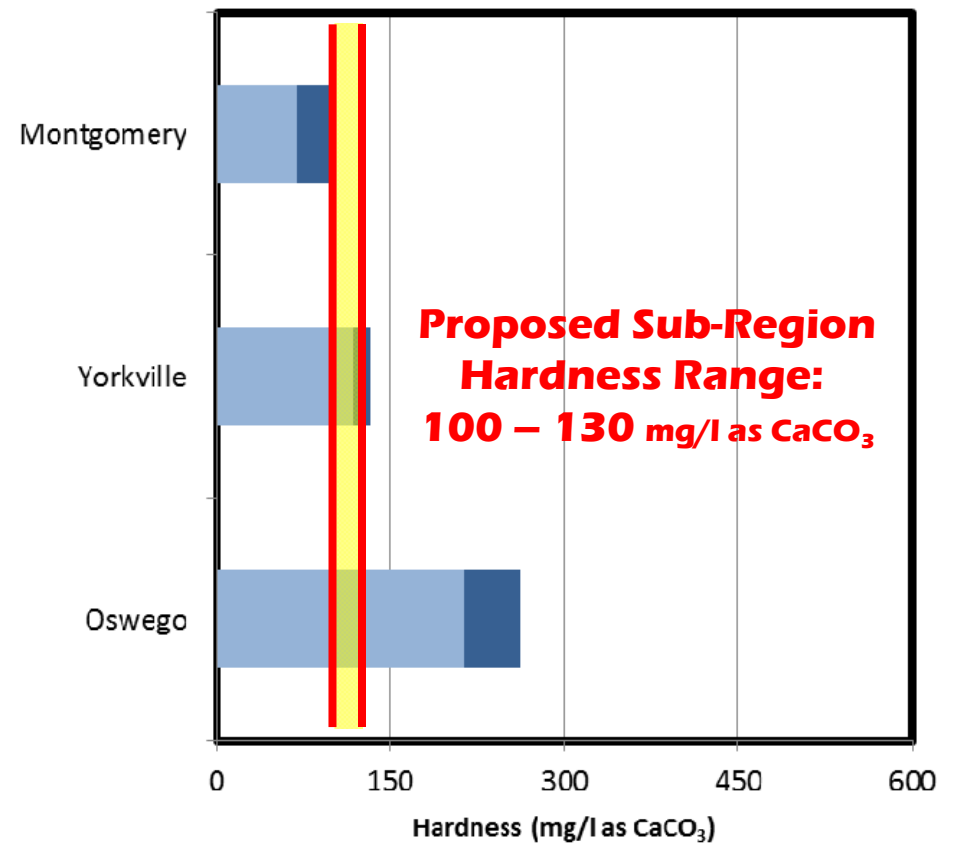
Sub-Regional Analysis



Existing Raw Water Hardness Comparison

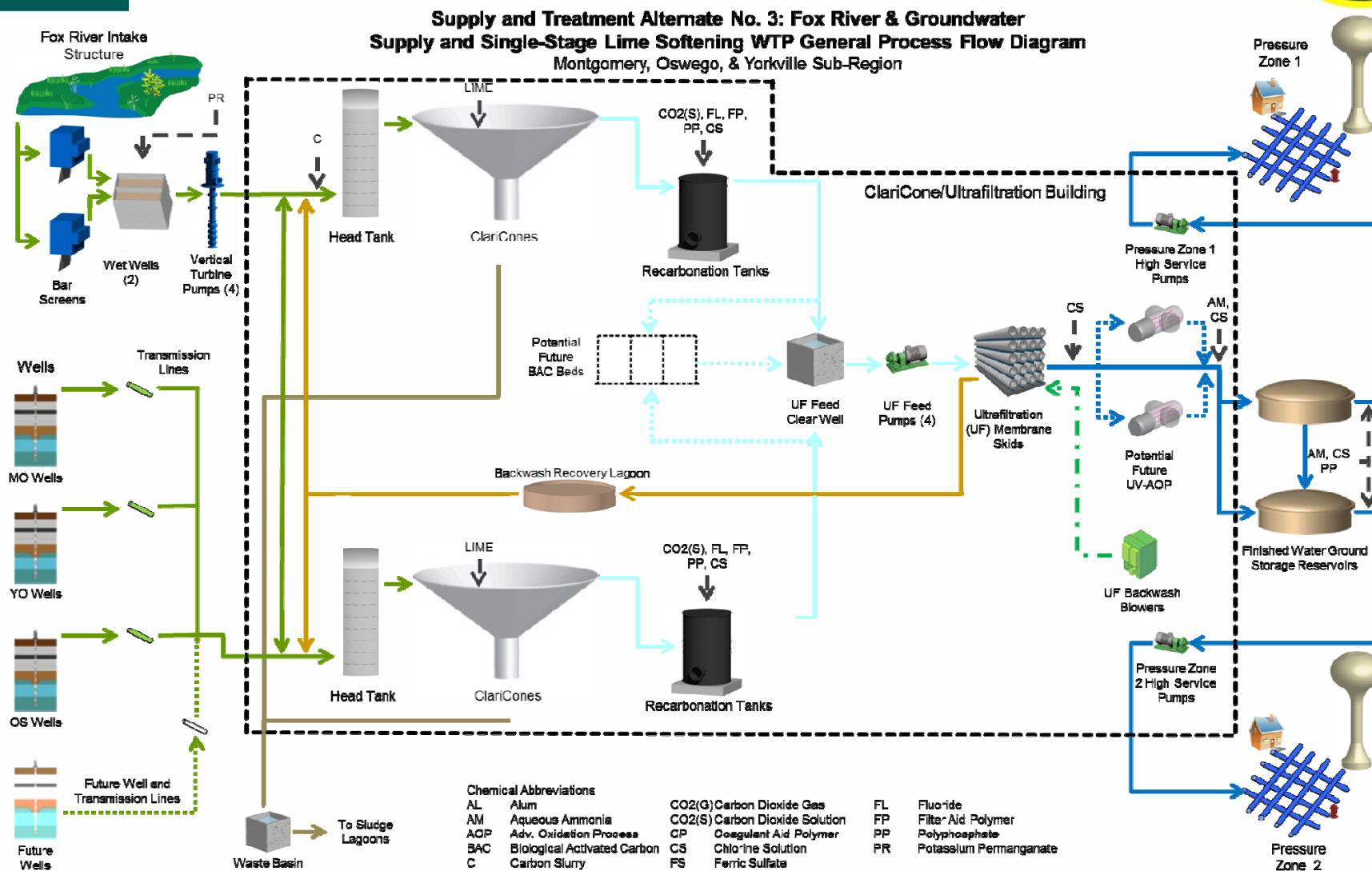


Existing Finished Water Hardness Comparison





Sub-Regional Analysis





Sub-Regional Analysis



💧 Corrosion Control Considerations

- ➔ Corrosivity/Stability of Potable Water Related To pH, Alkalinity & Hardness Levels
- ➔ pH, Alkalinity & Hardness Levels Can Be Managed In Lime Softening Process
- ➔ Phosphate Addition As Additional Precaution







Alternatives Review



💧 **Water Supply & Treatment Expansion Options**

- ➔ Alternate 1: Deep Sandstone Water Wells With Cation Exchange Water Treatment Plants (CEWTP) – CT (1A) & LRI (1B)
- ➔ Alternate 2: Fox River Intake (Potential Horizontal S&G Well, Also) & Deep Sandstone Wells (Backup Supply) and Lime Softening Water Treatment Plant – CT (2A) & LRI (2B)
- ➔ Alternate 3: Sub-Regional Water Supply & LSWTP – CT (3A) & LRI (3B)



Alternatives Review



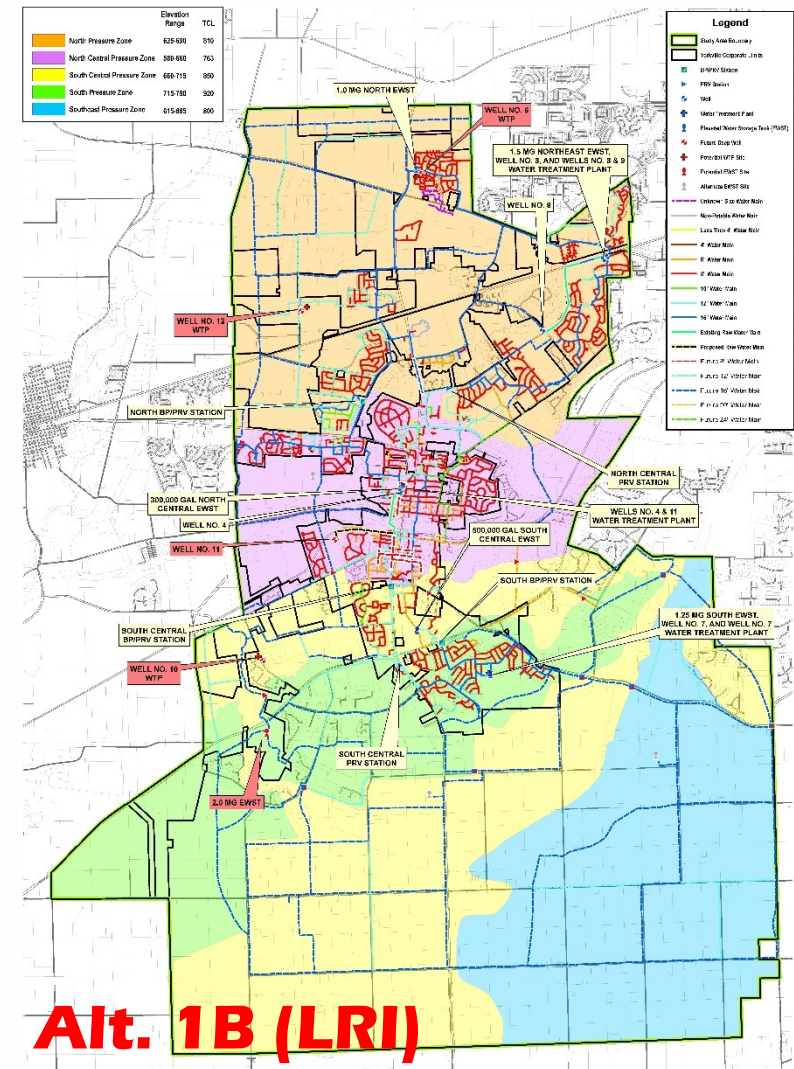
💧 Alternate 1: Deep Sandstone Water Wells With Cation Exchange Water Treatment Plants

➔ 1A – CT

- ⊞ Wells No. 6, 10 – 15
- ⊞ Six (6) New CEWTPs
- ⊞ 2.0 MG EWST

➔ 1B – LRI

- ⊞ **Wells No. 6, 10 – 12**
- ⊞ **Three (3) New CEWTPs**
- ⊞ **2.0 MG EWST**



Alt. 1B (LRI)



Alternatives Review



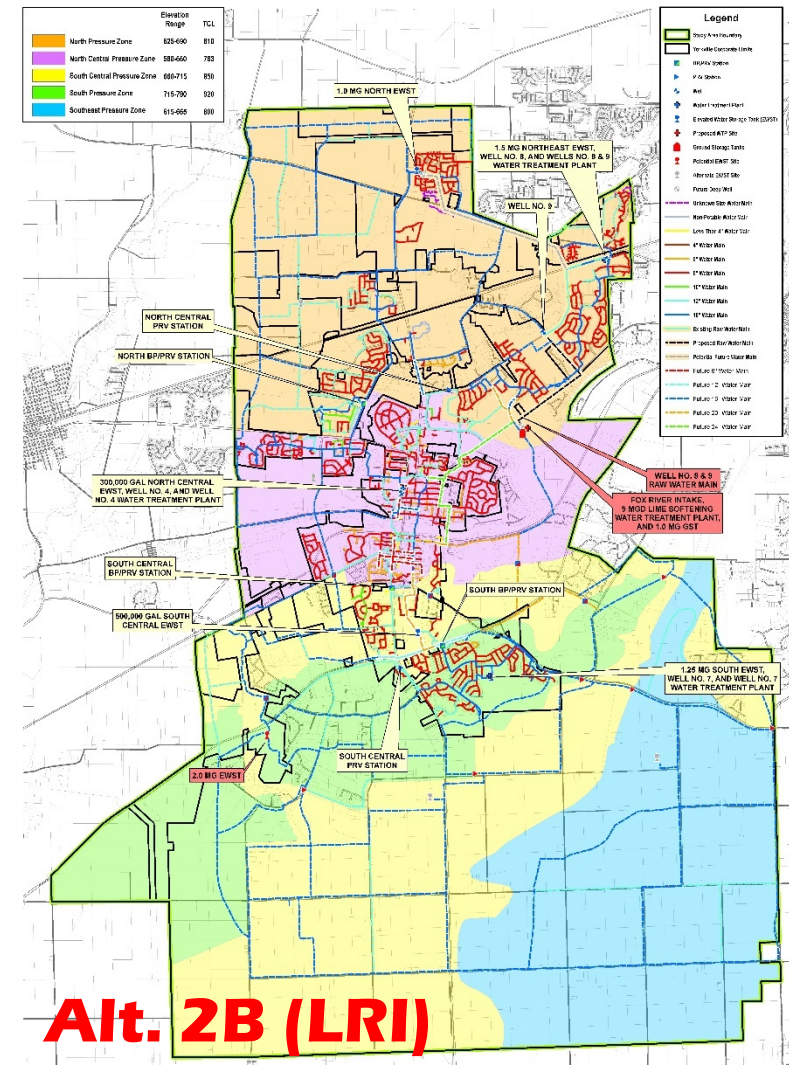
☛ Alternate 2: Fox River Intake (Potential Horizontal S&G Well, Also) & Deep Sandstone Wells (Backup Supply) and Lime Softening Water Treatment Plant

➔ 2A – CT

- ☛ Fox River Intake, Well No. 10 & Wells No. 8 & 9 WTP
- ☛ 12 MGD LSWTP & 1.0 MG GST
- ☛ Water Distribution System Improvements
- ☛ 2.0 MG EWST

➔ 2B – LRI

- ☛ **Fox River Intake & Wells No. 8 & 9 WTP**
- ☛ **9 MGD LSWTP & 1.0 MG GST**
- ☛ **Water Distribution System Improvements**
- ☛ **2.0 MG EWST**





Alternatives Review



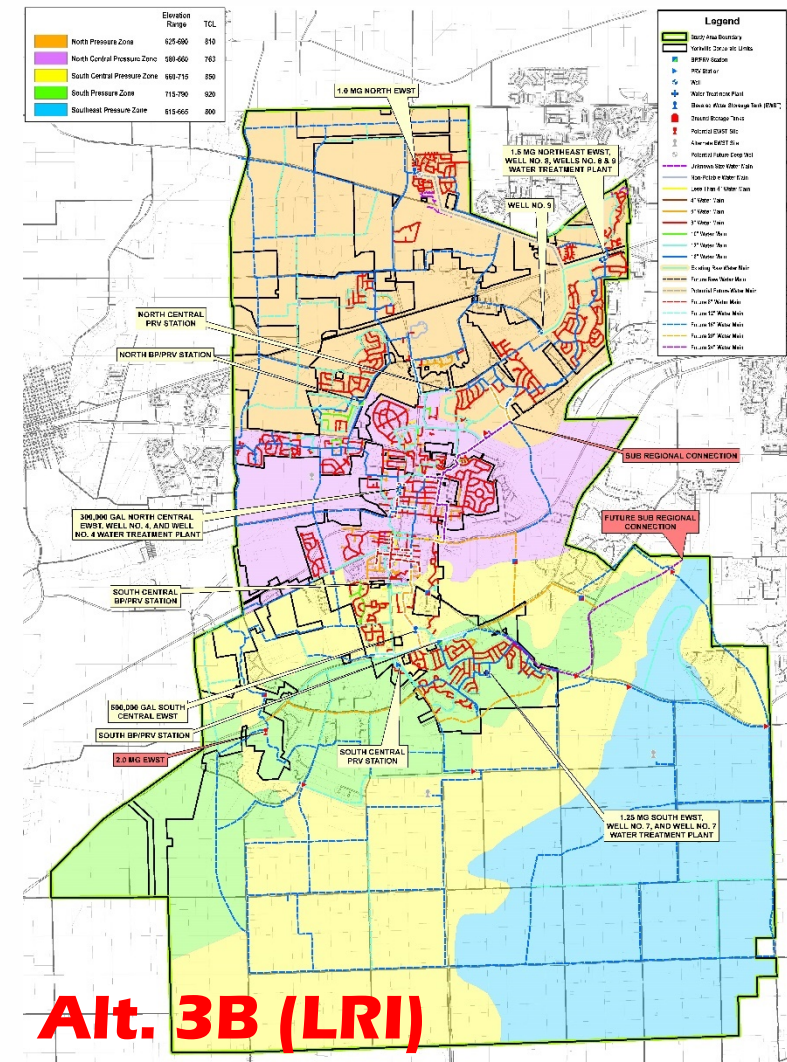
💧 Alternate 3: Sub-Regional Water Supply & LSWTP

➔ 3A – CT

- ⊞ Portion of Fox River Intake & Backup Well Supply Network
- ⊞ Portion of 32 MGD LSWTP & Transmission Mains
- ⊞ Water Distribution System Improvements
- ⊞ 2.0 MG EWST

➔ 3B – LRI

- ⊞ Portion of Fox River Intake & Backup Well Supply Network
- ⊞ Portion of 25 MGD LSWTP & Transmission Mains
- ⊞ Water Distribution System Improvements
- ⊞ 2.0 MG EWST





Summary & Financial Review



Cost Summary

<u>Alternate</u>	<u>Capital Cost</u>	<u>Annual O&M</u>	<u>20-Year Net Present Value</u>
1A – Deep Wells & CEWTPs (CT)	\$62.6 M	\$2.77 M	\$94.4 M
1B – Deep Wells & CEWTPs (LRI)	\$42.1 M	\$2.12 M	\$66.4 M
\$20.5 M			
2A – River Intake & 12 MGD LSWTP (CT)	\$81.7 M	\$2.62 M	\$111.7 M
2B – River Intake & 9 MGD LSWTP (LRI)	\$73.3 M	\$2.32 M	\$100.0 M
\$8.4 M			
3A – SR River Intake & 32 MGD LSWTP (CT)*	\$87.7 M	\$1.48 M	\$104.7 M
3B – SR River Intake & 25 MGD LSWTP (LRI)*	\$84.1 M	\$1.33 M	\$99.4 M
\$3.6 M			

* Capital & Net Present Value costs are Yorkville's share of the total sub-regional alternative (3A & 3B) costs.



Summary & Financial Review



- 💧 Minimum United City of Yorkville Capital Investments For Fox River Intake & LSWTP (2016 \$\$)

- ➔ On Own – 2B (LRI): \$57 M

- ➔ As Sub-Region – 3B (LRI): \$68 M

- 💧 20 & 40 Year Annual Debt Service Payments @ 4% Interest Rate

Investment	20 Yr	40 Yr
\$57 M	\$4.2 M	\$2.8 M
\$68 M	\$5.0 M	\$3.5 M



- 💧 FY 17 Water Sales Projection: \$2.8 M

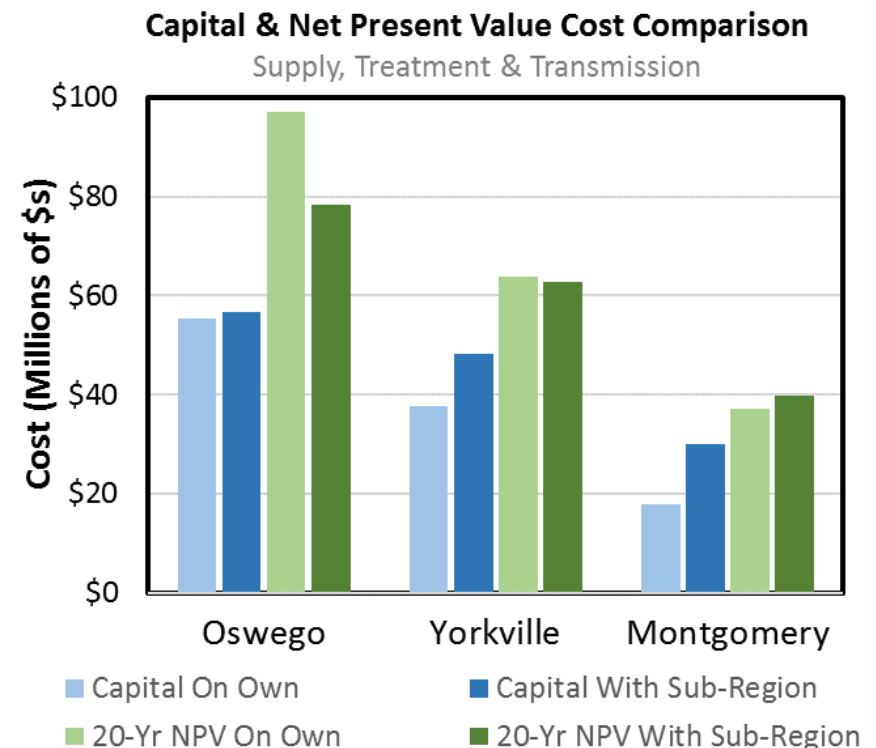


Summary & Financial Review



◆ Fox River Alternatives Comparison

- ➔ Two Main Sustainable Long Term Options For Each Community:
 - ⊞ Construct a Fox River Intake and WTP For Each Community
 - ⊞ Combine Together To Construct One Intake & WTP (Sub-Regional)
- ➔ Community Investments
 - ⊞ Water Supply, Treatment and Transmission Of Treated Water (On Chart)
 - ⊞ Minimum Internal Water Distribution System Improvements
- ➔ 20-Year Net Present Value Comparable or Cheaper For Sub-Regional Alternative For All Three Communities



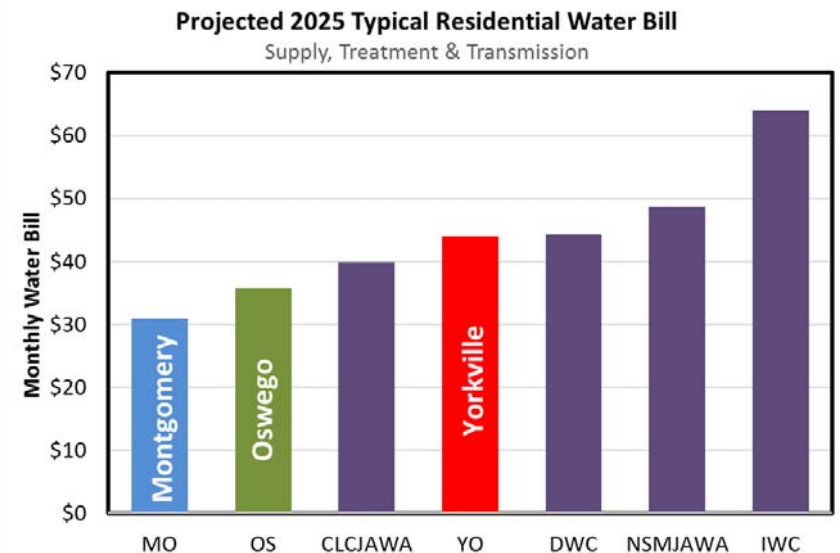


Summary & Financial Review



💧 Projected Water Supply & Treatment Water Bill Comparison

- ➔ Assumes Sub-Regional System Online in 2025
- ➔ Projected Water Supply, Treatment and Finished Water Transmission Line Costs and Resulting Typical Residential Water Bill (Note: Water Distribution & Delivery Costs Will Be In Addition To These Values)
- ➔ Typical Monthly Costs Are Cheaper Than Most Lake Michigan Supplied Systems



CLCJAWA = Central Lake County Joint Action Water Agency

DWC = DuPage Water Commission

NSMJAWA = Northwest Suburban Municipal Joint Action Water Agency

IWC = Illinois Water Company



Summary & Financial Review



Potential Sub-Regional Phasing & Implementation Plan

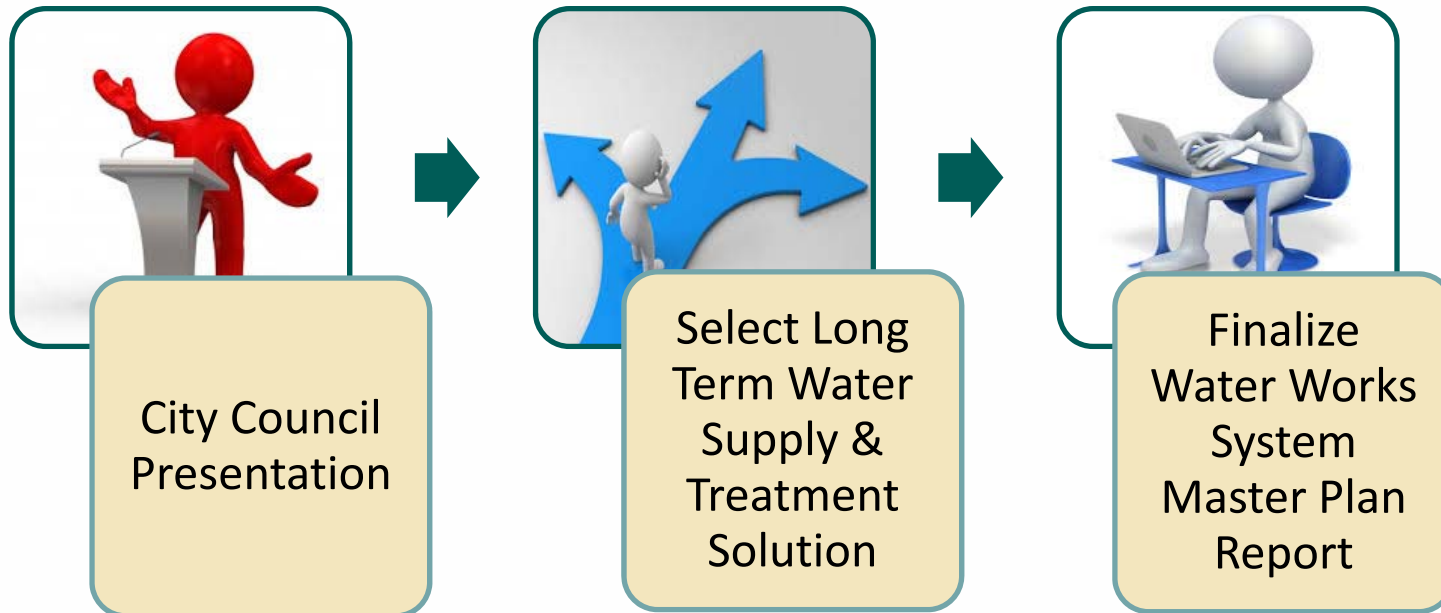
WORK ITEM	YEAR								
	1	2	3	4	5	6	7	8	9
Governance Review									
Land Acquisition									
Fox River Water Quality Testing									
Water Treatment Plant Component Pilot Testing									
Design Engineering									
Project Financing									
Permitting & Bidding									
Construction									



Summary & Financial Review



Potential Next Steps





Additional Q&A



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President

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630-466-6721

Jeffrey W. Freeman, P.E., CFM, LEED AP

Vice President

jfreeman@eeiweb.com

630-466-6718





Summary & Financial Review



Acronyms

ADD = Average Day Demand

BH = Boulder Hill

BPS = Booster Pump Station

CE = Cation Exchange Water Treatment Plant

CT = Current Trends Water Use

EWST = Elevated Water Storage Tank

GPM = Gallons Per Minute

GPCD = Gallon Per Capita Per Day

ISWS = Illinois State Water Survey

LRI = Less Resource Intensive Water Use

LSWTP = Lime Softening Water Treatment Plant

ILSAM = Illinois Streamflow Assessment Model

JAWA = Joint Action Water Agency

MDD = Maximum Day Demand

MG = Million Gallons

MGD = Million Gallons Per Day

MP = Master Plan

NE IL = Northeast Illinois

PRV = Pressure Reducing Valve

Q7,10 = Lowest 7 Day Period of Flow in 10 Years

S&G = Sand and Gravel

SQ = Square Mile

WTP = Water Treatment Plant

WWS = Water Works System



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

Agenda Item Number

NB #2

Tracking Number

PW 2016-30

Agenda Item Summary Memo

Title: 2016 Sanitary Sewer Lining Program

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: May 4, 2016
Subject: 2016 Sanitary Sewer Lining

The purpose of this memo is to present Change Order No. 1 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 Visu-Sewer of Illinois, LLC entered into an agreement for a contract value of **\$180,914.90** for the above referenced project. The intent of this project was to rehabilitate various sewers using cured-in-place liners.

Questions Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$37,438.60?

Discussion:

Our current contract values for the proposed lining and manhole additions (part of Church Street project) have us over the budgeted amount. To remain within budget, sanitary sewer segments S1-63 to S1-62 (8"), S1-28 to S1-27 (8") and STUB to S2-34 (6") have been removed from the contract.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of (\$37,438.60).

CHANGE ORDER

Order No. 1

Date: April 19, 2016

Agreement Date: _____

NAME OF PROJECT: 2016 Sanitary Sewer Lining

OWNER: United City of Yorkville

CONTRACTOR: Visu-Sewer of Illinois, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

- | | |
|--|----------------|
| 1. Deduction of Cured-In-Place Pipe Lining, 6" | |
| 595 FT @ \$27.80/FT | \$ (16,541.00) |
| 2. Deduction of Cured-In-Place Pipe Lining, 8" | |
| 706 FT @ \$29.60/FT | \$ (20,897.60) |

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$180,914.90

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$180,914.90

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$ 37,438.60

The new CONTRACT PRICE including this CHANGE ORDER will be: \$143,476.30

Change to CONTRACT TIME:

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

The date for completion of all work will be November 30, 2016

Justification

Due to budgetary restrictions, sanitary sewer segments S1-63 to S1-62 (8"), S1-28 to S1-27 (8") and STUB to S2-34 (6") have been removed from the contract.

Approvals Required

Requested by: J. Guay Visu-Sewer of Illinois, LLC

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



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



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

		DATE:	December 2015
		PROJECT NO.:	YO1536
		BY:	MJT
		PATH:	H:\GIS\PUBLIC\YORKVILLE\2015\
		FILE:	YO1536_Exh1A.MXD
NO.	DATE	REVISIONS	

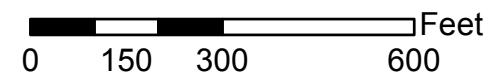
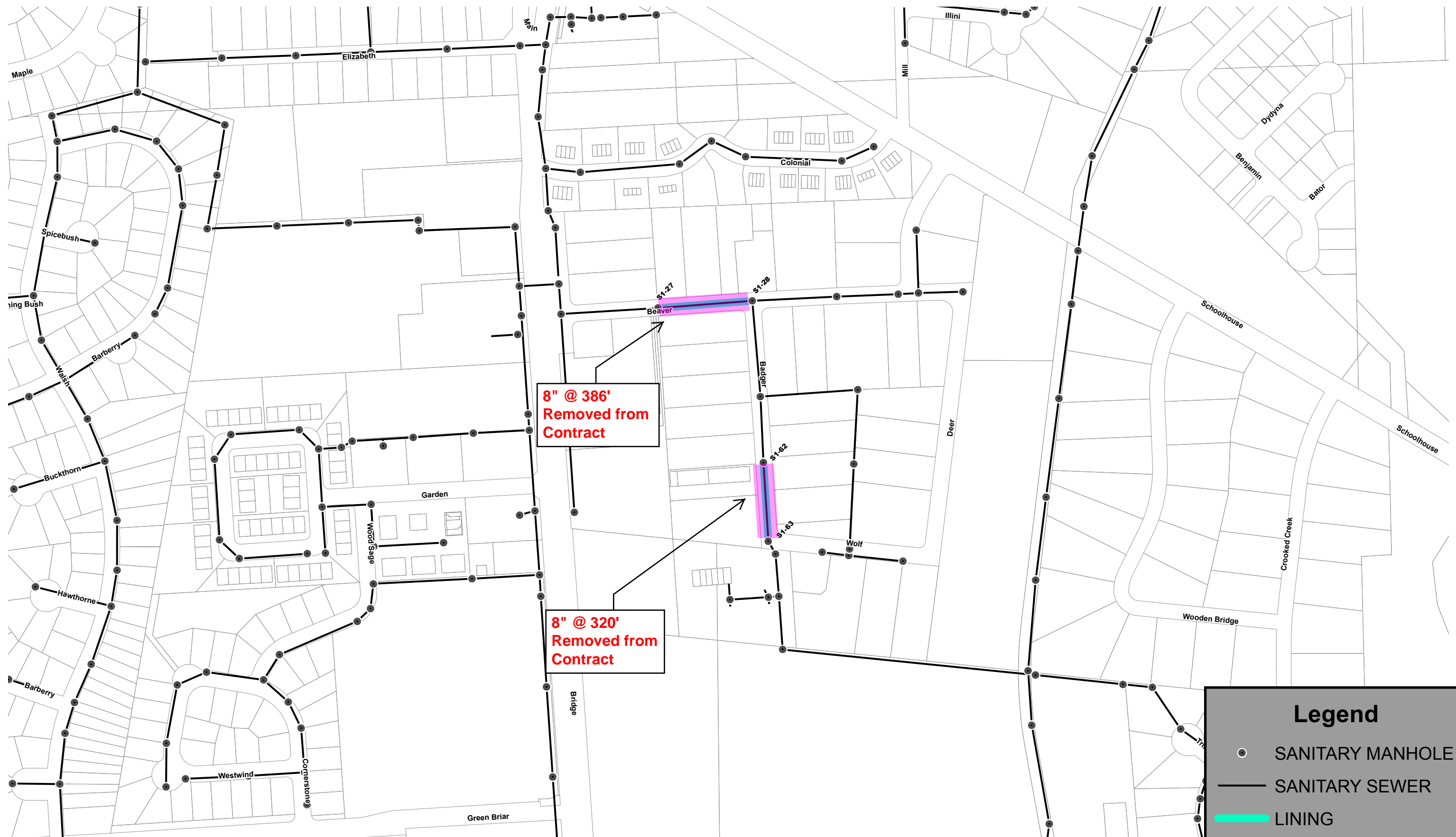


EXHIBIT 1A - LOCATION MAP





8" @ 386'
Removed from
Contract

8" @ 320'
Removed from
Contract

Legend

SANITARY MANHOLE

SANITARY SEWER

LINING



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

Agenda Item Number

NB #3

Tracking Number

PW 2016-31

Agenda Item Summary Memo

Title: Center Parkway and Countryside Parkway LAFO Engineering Agreement

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

**Center Parkway/Countryside Parkway Roadway Improvements
Local Agency Functional Overlay (LAFO)
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment A. Design engineering for Center Parkway/Countryside Parkway, for the limits as shown on Attachment D will be provided. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, a Lump Sum in the amount of \$39,834.00, based on the Estimate of Level of Effort and Associated Cost included in Attachment B. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance :

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

K. Additional Terms or Modification:

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

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

Attachment A:	Scope of Services
Attachment B:	Estimated Level of Effort and Associated Cost
Attachment C:	Anticipated Project Schedule
Attachment D:	Location Map
Attachment E:	2015 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:

Bradley P. Sanderson, P.E.
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 _____, 2016.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

**Center Parkway/Countryside Parkway Roadway Improvements
Local Agency Functional Overlay (LAFO)
United City of Yorkville
Kendall County, IL
Professional Services Agreement - Design Engineering**

Attachment A – Scope of Services

Design Engineering:

- Preliminary IDOT Coordination and Phase I Processing
 - Section Number, Job Number, Project Number & Contract Number Request
 - LAFO Approval (BLR46300)
 - Location Map
 - Preliminary Typical Sections - Existing and Proposed
 - Prepare Maintenance History Letter
- Prepare Final Plans
 - Prepare Base Plan Set, IDOT Format
 - General Notes, Legend, List of Highway Standards
 - Summary of Quantities
 - Typical Sections
 - Plan Sheets (CAD Sheets, Developed from Center/Countryside topographic survey, Center/Countryside proposed improvement sheets and Aerials/Field Notes, updated to IDOT standard)
 - Project Details
- Prepare Specifications
 - Project Specific Special Provisions
 - Bureau of Design and Environment Provisions
 - District Three Special Provisions
 - Bureau of Local Roads and Streets Special Provisions
- IDOT Processing
 - Estimate of Cost
 - Estimate of Time
 - Lump Sum Item Breakdown
 - Revisions with Disposition of Comments
 - Agreement assumes one (1) revision will be made for the final submittal once STP funding is secured
 - Coordination of Local Agency Agreement for Federal Participation
 - Prepare Construction Engineering Agreement



**ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CENTER PARKWAY/COUNTRYSIDE PARKWAY LAFO
United City of Yorkville, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR I	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$185	\$158	\$137	\$125	\$158	\$137	\$114	\$158	\$125	\$78		
FINAL ENGINEERING														
2.1	Project Management and Administration		4	20									24	\$ 3,900
2.2	Project Meetings		2	2	2								6	\$ 960
2.3	Geotechnical Investigation (Review Existing Report & Plans, Pavement Analysis)			4	4								8	\$ 1,180
2.4	Preliminary IDOT Coordination			2	2								4	\$ 590
2.5	Process Documents for LAFO Design Approval			4	12						8		24	\$ 3,276
2.6	Site Review, Identification of Required Improvements			8	24								32	\$ 4,552
2.7	Prepare Pre-Final Plans/Exhibits- 50%			8	36						36		80	\$ 10,696
2.8	Prepare and Submit Pre-Final Plans, Specifications and Estimates			4	24						24		52	\$ 6,920
2.9	Revisions and Disposition of Comments			8	12						8		28	\$ 3,908
2.10	Submit Final Plans, Specifications and Estimates			2	8								10	\$ 1,412
2.11	IDOT Processing - Local Agency Agreement & Construction Engineering		2	6	6								14	\$ 2,140
													-	\$ -
													-	\$ -
Final Engineering Subtotal:			8	68	130	-	-	-	-	-	76	-	282	\$ 39,534
PROJECT TOTAL:			8	68	130	-	-	-	-	-	76	-	282	\$ 39,534

DIRECT EXPENSES	
Printing =	\$ 300
Supplies & Misc. =	\$ -
DIRECT EXPENSES =	\$ 300

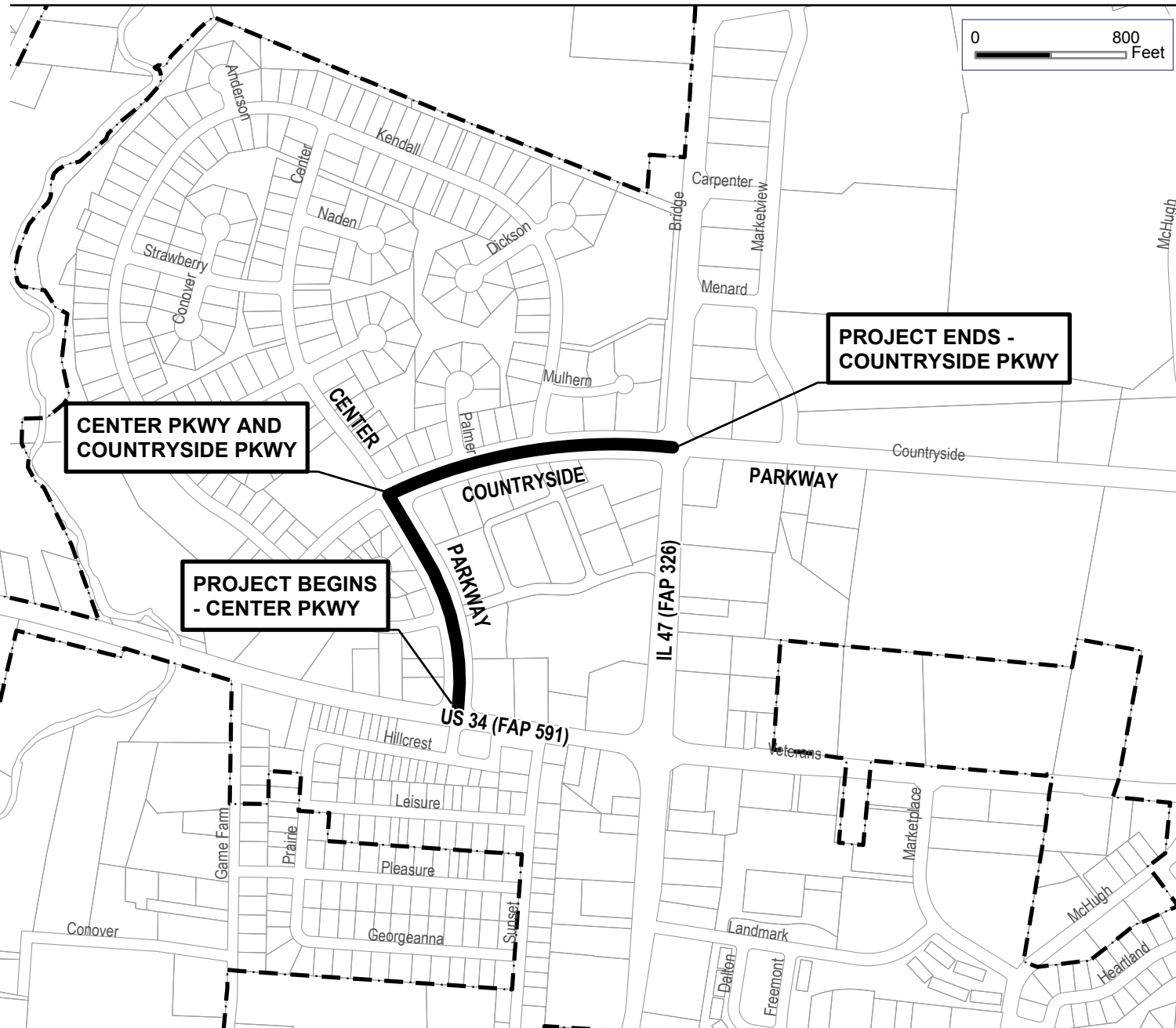
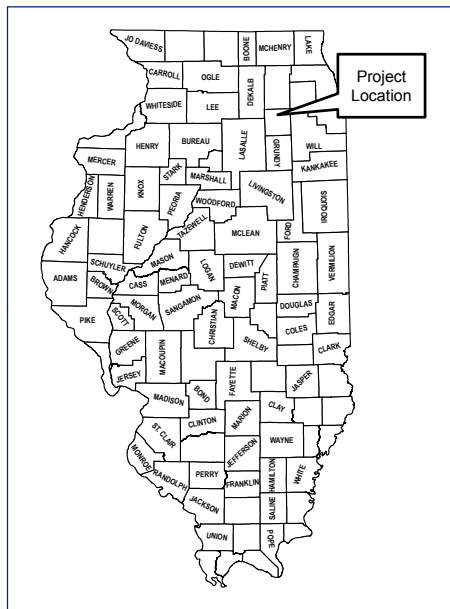
LABOR SUMMARY	
Engineering Expenses =	\$ 30,034
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 9,500
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 39,534

TOTAL EXPENSES =	\$ 39,834
-------------------------	------------------

\\Mikway\EEI_Storage\Docs\Public\Yorkville\2016\101808-P Center Parkway Countryside Parkway LAFO\PSA\Attachment B - Fee Estimate.xlsx\Fee Summary

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2016\YO1608-P Center Parkway Countryside Parkway LAFO\PSA\Attachment C - Schedule.xls\Schedule

* Construction dates in the schedule subject to available STP funding administered by the Kane-Kendall Council of Mayors (KKCOM)



**CENTER PKWY AND
COUNTRYSIDE PKWY**

**PROJECT BEGINS
- CENTER PKWY**

**PROJECT ENDS -
COUNTRYSIDE PKWY**



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



United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	MARCH 2016
PROJECT NO.:	YO1608
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\
FILE:	YO1608_CountrysidePkw.MXD

**CENTER PARKWAY AND
COUNTRYSIDE PARKWAY (FAU 3797)**
ATTACHMENT D
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





Standard Schedule of Charges

January 1, 2015

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$175.00
Project Manager	E-1	\$158.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$146.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$137.00
Project Engineer/Planner/Surveyor	P-4	\$125.00
Senior Engineer/Planner/Surveyor	P-3	\$114.00
Engineer/Planner/Surveyor	P-2	\$105.00
Associate Engineer/Planner/Surveyor	P-1	\$ 94.00
Senior Project Technician II	T-6	\$137.00
Senior Project Technician I	T-5	\$125.00
Project Technician	T-4	\$114.00
Senior Technician	T-3	\$105.00
Technician	T-2	\$ 94.00
Associate Technician	T-1	\$ 82.00
Engineering/Land Surveying Intern	I-1	\$ 78.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$149.00
2 Man Field Crew with Standard Survey Equipment	\$233.00
1 Man Field Crew with RTS or GPS *	\$184.00
2 Man Field Crew with RTS or GPS *	\$268.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)

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



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

Agenda Item Number

NB #4

Tracking Number

PW 2016-32

Agenda Item Summary Memo

Title: Kennedy Road – Shared Use Path (ITEP)

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: Consideration of Resolution and Joint Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of 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
Lisa Pickering, Deputy City Clerk

Date: May 4, 2016
Subject: Kennedy Road Shared-Use Path (ITEP)

The purpose of this memo is to introduce copies of the required Resolution and Joint Agreement for the Phase III (construction) portion of the project.

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

The Joint Agreement specifies the funding for the project, which is 80% ITEP Funds and 20% Local Funds. The funding will be for both construction and construction engineering.

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

A RESOLUTION AUTHORIZING THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS TO SHARE IN THE CONSTRUCTION COSTS FOR THE SHARED-USE PATH IMPROVEMENT OF THE KENNEDY ROAD SHARED-USE PATH PROJECT

United City of Yorkville
Location: Kennedy Road (FAU 3793)
Section No.: 10-00042-00-BT
Project No.: TE-00D3(091)
Job No.: C-93-088-15

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) endeavors to construct a shared-use path adjacent to Kennedy Road from IL Route 47 to Mill Road that is approximately 16,100 feet in length and known to the Illinois Department of Transportation as Section Number 10-00042-00-BT and State Job Number C-93-088-15; and,

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

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

WHEREAS, the use of federal funds requires a joint funding agreement in the form attached hereto and made a part hereof by and between the City and the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, hereby approve the Local Public Agency Agreement for Federal Participation in the form attached hereto and made a part hereof (the “Agreement”) and authorize two-hundred twenty thousand, eight-hundred and thirty-four dollars, (\$220,834), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 10-00042-00-BT.

BE IT FURTHER RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Mayor is hereby authorized and directed to execute said Agreement and any other documents related to advancement and completion of said project.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2016.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

LARRY KOT _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

DIANE TEELING _____


SEAVAR TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2016.

MAYOR

Attest:

City Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Yorkville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00042-00-BT	Fund Type ITEP	ITEP, SRTS, or HSIP Number(s) 329015		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-088-15	TE-00D3(091)				

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

Location

Local Name Kennedy Road Route FAU 3793 Length 3.13 Mi
Termini IL Route 47 to Mill Road

Current Jurisdiction City of Yorkville TIP Number 09-11-0008 Existing Structure No n/a

Project Description

Project consists of construction of a shared-use path along Kennedy Road and includes earthwork, driveway pavement removal, aggregate base course, HMA surface course, restoration, pavement marking, and other appertunent work required to complete the project.

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	883,336	(*)	()	220,834	(BAL)	1,104,170
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	131,452	(*)	()	32,863	(BAL)	164,315
Right of Way		()	()		()	
Railroads	183,232	(*)	()	45,808	(BAL)	229,040
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,198,020			\$ 299,505		\$ 1,497,525

* 80% ITEP funds not to exceed \$1,198,020.

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---**LPA**'s Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

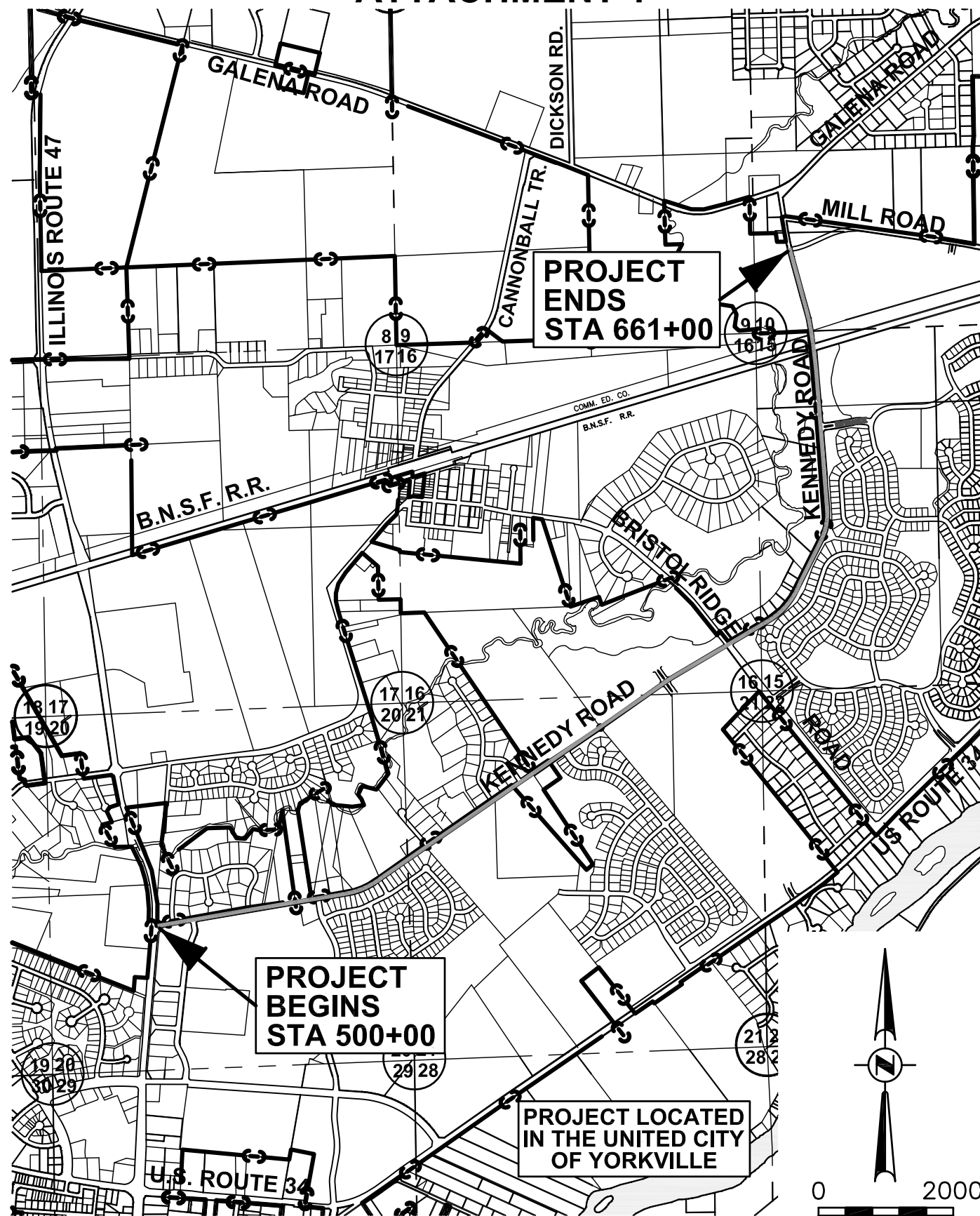
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ATTACHMENT 1



LOCATION MAP (SCALE 1"=2000')

FOX TOWNSHIP (T. 37N. R. 8E), KENDALL COUNTY

TOTAL GROSS AND NET LENGTH = 16,100 FEET (3.049 MILES)



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

Agenda Item Number

NB #5

Tracking Number

PW 2016-33

Agenda Item Summary Memo

Title: EPA Lead Initiative

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: Information will be provided at the meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



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

Agenda Item Number

OB #1

Tracking Number

PW 2015-55

Agenda Item Summary Memo

Title: Crosswalk Signage

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Bart Olson, City Administrator
CC:
Date: May 12, 2016
Subject: Crosswalk proposal

Summary

Review of the City's signage and crossing guards at crosswalks.

Background

This item was last discussed at the April Public Works Committee meeting. At that meeting, the Committee reviewed recommendations and a status update on all of the City's major crosswalks near schools.

Since the meeting, we've nailed down the annual cost of providing crossing guards at each location. This estimate was not immediately apparent because of the complex method by which we currently pay crossing guards (not on an hourly basis). In short, we pay crossing guards around \$25/hour and each of the crossing guards work around an hour per day. The exact compensation method for crossing guards is a flat fee for each day of work, regardless of how many hours it takes. Due to FLSA regulations, this is something we'll have to move away from in the future. There are supposed to be ~175 school days per year, so we're estimating that it costs \$4,500 per year to provide crossing guards at each location.

The specific recommendations that were discussed at the meetings were:

- 1) Crossing guards
 - a. At Bristol Bay Elementary School - \$4,500
 - b. At Autumn Creek Elementary School - \$4,500\$9,000 total

- 2) LED push-button crosswalk signs
 - a. At Bristol Bay Elementary School - \$8,000
 - b. At YHS south entrance - \$8,000
 - c. At Hydraulic and 47 - \$8,000\$24,000 total

Our proposal is that the School District and the City should split these costs. A School District representative will be at the meeting to discuss.

The above recommendations are based on the fact that the City currently provides crossing guards at the location of Orange St and Route 47, where only 1 pedestrian per day uses the crossing. Under that standard, we felt that crossing guards should be added to the two crosswalks above. Since the committee felt that an LED sign should be added to E Main and Route 47 (in the approval process), we recommended that LED signs be added to the three crossings above which have higher usage.

We did not recommend any additional signage or crossing guards at Grande Reserve Elementary School nor Yorkville Middle School because pedestrian and vehicular conflicts do not exist.

As a reminder, the City currently pays for crossing guards at the YHS and Freshman Academy entrances, Yorkville Grade School entrance, the intersection of Orange St and Route 47, and the intersection of Mill St and Rt 126.

Recommendation

Staff requests direction on the hiring of additional crossing guards and purchase of additional LED signs.



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

Agenda Item Number

OB #2

Tracking Number

PW 2015-74

Agenda Item Summary Memo

Title: Mowing and Maintenance of Public Parkways

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: _____
Eric Dhuse
Name Department
Public Works

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 9, 2016
Subject: Public Parkway Mowing and Maintenance Update

Background

In February, the committee had recommended that certain areas that are public parkways should only be mowed once per year. At that time, the committee had asked for an update in May to see if we thought this would still work out well or if we needed to modify our plan.

Action Items

Should public works mow public parkways more than once per year?

Recommendation

Even though we have not mowed any public parkways yet, I believe that this year it will be beneficial to mow the areas in question more than one time. I would ask that the determination be made each year instead of trying to set a specific number of mowings that we would perform in a season. We may have a drought year where any more than one mowing would be detrimental or a wet year where we may have to mow 3 times just to try and keep everything from growing out of control and possibly creating safety hazards by blocking sight lines.

If the committee concurs with my recommendation, we plan on mowing the parkways for the first time before Memorial Day, weather permitting. From there, we will have to wait and see what the weather does to decide when we will mow next.

Please let me know if you have any questions or need further information.



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

Agenda Item Number

OB #3

Tracking Number

PW 2016-21

Agenda Item Summary Memo

Title: Presentation by Leopardo Energy

Meeting and Date: Public Works Committee – May 17, 2016

Synopsis: Status update on Leopardo Energy Proposal

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: N/A

Council Action Requested: Informational Item

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:
