



## **United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### **AGENDA PUBLIC WORKS COMMITTEE MEETING**

**Tuesday, May 16, 2017**

**6:00 p.m.**

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

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** April 18, 2017

#### **New Business:**

1. PW 2017-36 Well No. 7 Rehabilitation – Engineering Agreement
2. PW 2017-37 Game Farm and Somonauk Improvements – Authorization No. 6
3. PW 2017-38 Road to Better Roads Program – Additional Work
4. PW 2017-39 Sanitary Sewer Flow Monitoring
5. PW 2017-40 ADA Transition Plan – Engineering Agreement
6. PW 2017-41 Cedarhurst Back-up SSA
7. PW 2017-42 Riverfront Park Playground Update
8. EDC 2017-31 Small Cell Antennas

#### **Old Business:**

1. PW 2017-32 Traffic Control – Yorkville Intermediate School

#### **Additional Business:**

<b>2017/2018 City Council Goals – Public Works Committee</b>		
<b>Goal</b>	<b>Priority</b>	<b>Staff</b>
“Municipal Building Needs and Planning”	5	Bart Olson & Eric Dhuse
“Vehicle Replacement”	6	Bart Olson & Eric Dhuse
“Water Planning”	8	Eric Dhuse & Brad Sanderson
“Capital Improvement Plan”	11	Bart Olson & Eric Dhuse
“Water Conservation Plan”	15	Eric Dhuse & Brad Sanderson

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, May 16, 2017**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. April 18, 2017

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

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**NEW BUSINESS:**

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1. PW 2017-36 Well No. 7 Rehabilitation – Engineering Agreement

- ☐ Moved forward to CC \_\_\_\_\_ consent agenda?    Y    N
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2017-37 Game Farm Road and Somonauk Improvements – Authorization No. 6

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2017-38 Road to Better Roads Program – Additional Work

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PW 2017-39 Sanitary Sewer Flow Monitoring

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. PW 2017-40 ADA Transition Plan - Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PW 2017-41 Cedarhurst Back-up SSA

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. PW 2017-42 Riverfront Park Playground Update

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. EDC 2017-31 Small Cell Antennas

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**OLD BUSINESS:**

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1. PW 2017-32 Traffic Control – Yorkville Intermediate School

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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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 18, 2017

**Meeting and Date:** Public Works Committee – May 16, 2017

**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:

# DRAFT

**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, April 18, 2017, 6:00pm  
Yorkville City Hall, Conference Room  
800 Game Farm Road**

**IN ATTENDANCE:**

**Committee Members**

Chairman Chris Funkhouser  
Alderman Ken Koch

Alderman Jackie Milschewski  
Alderman Joe Plocher

**Other City Officials**

City Administrator Bart Olson  
Public Works Director Eric Dhuse

Interim Assistant City Administrator Erin Willrett  
Engineer Brad Sanderson, EEI

**Other Guests:** None

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

**Citizen Comments:** None

**Previous Meeting Minutes:** February 21, 2017

The minutes were approved as presented.

**New Business:**

***1. PW 2017-21 Snow Operations Report***

Mr. Dhuse commented that money was saved due to a mild winter.

***2. PW 2017-22 Capital Improvement Project Update***

In this quarterly update, Mr. Sanderson highlighted the projects underway. Work in Countryside should be completed by end of June, three contracts were awarded and projects are being scheduled, other road projects are on agenda and Kennedy shared use path project bid-letting is May 28<sup>th</sup>. For info.

***3. PW 2017-23 Bond/LOC Reduction Summary***

This is the quarterly update with the summary in the agenda packet. No comments.

***4. PW 2017-24 Water Department Reports for January, February and March 2017***

Mr. Dhuse said these are the quarterly reports sent to the EPA and he noted that well #3 is officially capped. These reports will move forward to the April 25<sup>th</sup> consent agenda.

**5. PW 2017-25 ITEP (Streetlights) – Authorization No. 5**

This is a balancing change order for (-\$3,525.28) and final closeout is being worked on with IDOT. ComEd will remove the old poles. This moves to the consent agenda.

**6. PW 2017-26 Wrigley EDP Project-Change Order Nos. 2, 3 and 4**

Mr. Sanderson said the City received a grant for this project and three change orders are reflected in this item. The net change is \$8,320.19 which is below the construction budget. Approval is recommended for all and this moves to the April 25<sup>th</sup> consent agenda.

**7. PW 2017-27 Center/Countryside Resurfacing – Contract Award**

D Construction was the low bidder at \$239,317 and they are being recommended. Mr. Sanderson commented the paving bids have been the lowest in 10-12 years. This project should be done by the end of July. It moves to the April 25<sup>th</sup> consent agenda.

**8. PW 2017-28 Center/Countryside Resurfacing – Phase III Engineering Agreement**

Mr. Olson said this is the construction contract with EEI for the engineering work, in the amount of \$34,648. This is budgeted and approval is recommended. It moves forward to the April 25<sup>th</sup> consent agenda.

**9. PW 2017-29 Kennedy Road Resurfacing – Contract Award**

The project will cover resurfacing on Kennedy Road from Galena to Autumn Creek Subdivision. Low bidder was Geneva Construction at \$388,437.24 and they are recommended for the work. This item moves to the April 25<sup>th</sup> consent agenda.

**10. PW 2017-30 Subordination of Surface Rights – Route 34 (Eldamain to Center Parkway)**

This is part of the Route. 34 expansion project and in this agreement, the State asks to make the City easement subordinate to the State. The Attorney has reviewed and this action is recommended. The committee moved this forward to the April 25<sup>th</sup> consent agenda.

**11. PW 2017-31 Stormwater Management Program Plan Update**

Mr. Sanderson said this update is a result of the new NPDES permit and the final plan is included in the packet. It needs City Council approval and formal adoption. An August 10<sup>th</sup> memo details the changes and modifications for several new requirements. This will move forward to the Council April 25<sup>th</sup> consent agenda.

**12. PW 2017-32 Traffic Control**

**b. Yorkville Intermediate School (out of sequence)**

There was discussion regarding traffic backups on Rt. 126 near the schools. A resident brought the matter to the City's attention after a minor accident with a bus and car. Also, some parents are dropping off/picking up on Rte. 126 and it has become a safety issue. The school asked if additional signage could be added. Alderman Koch said the line of sight is impaired at the entrance/exit to the school. He suggested police presence during the high traffic time and coordination with parents to not stop on Rte. 126. Alderman Milschewski expressed concern that there would still be parents parking along the roadway. This matter will return to committee next month.

**a. Van Emmon and Heustis**

There was a short discussion about a utility pole near Nicholson's sawmill that obstructs vision on Heustis. Crosswalks were discussed as well as a 4-way stop. However, it is difficult to stop when traveling on Heustis.

**13. PW 2017-33 Code Amendment Regarding Restricting of Semi Trucks in the Caledonia Subdivision**

Mr. Olson said residents are opposed to trucks traveling through Caledonia to get to Corneils Rd. The City agreed based partly on weight restrictions and amended the code to restrict traffic on Corneils and Baseline Rd. This moves forward to the April 25<sup>th</sup> Council consent agenda.

**14. PW 2017-34 Fox Hill and Sunflower Estates SSA Management RFP**

Ms. Willrett said this matter had been discussed at the February Public Works meeting and it was decided to move forward with an RFP. The new Purchasing Agent and Mr. Dhuse prepared the RFP which will reduce time spent by staff to manage the SSA's. Alderman Funkhouser suggested residents should be notified of the new process and management company to be able to voice complaints. Mr. Dhuse will be monitoring the locations weekly and the management company will also report weekly. If there is a dispute between the management company and contractor, Mr. Dhuse will have the final say. This moves to the April 25<sup>th</sup> Council consent agenda.

**15. PW 2017-35 Water Study Update**

Mr. Sanderson said the final report has been submitted. Mr. Olson noted that the Council will need to accept the report on a motion and the next step is land acquisition. This will move forward to the Council consent agenda for April 25<sup>th</sup>.

**Old Business:**

**1. PW 2016-21 Performance Contracting**

Mr. Olson presented the update and said Lake Zurich was identified as a municipality who did the performance contract, but did not get help from contractors. They made improvements to water meters and street lights, etc. Mr. Olson said LED lights, water meters and some building improvements were projects which the City might undertake. He said the RFP will be brought to committee for review next month.

**2. CC 2014-59 Whispering Meadows Parking Restriction**

Mr. Olson said the actual proposal from 2014 was never adopted and the parking situation is deteriorating. The proposal for approval is for a full-time restriction from McMurtrie to Alyce on the east side of Alan Dale Rd. It was decided to send notification letters to nearby residents. With the restrictions, drivers will actually park farther into the subdivision. Mr. Koch suggested a parking lot in the nearby open path, however, Mr. Olson said the path area is still owned by the original developer. Other options and restrictions were also discussed. It was decided to move this forward to a future Council meeting.

**Additional Business:**

Alderman Koch discussed a sidewalk issue in Greenbriar on Hawthorne Ct. Mr. Dhuse will look at the sidewalk. He also talked about Mill St. and said it appears that some of the new pavement from last July is deteriorating. Mr. Sanderson said it was an IDOT project and they do not have guarantees. Staff will investigate. The status of Walsh Drive and the recent bids was also discussed. There will be a recommendation at the next Public Works meeting. Since the work will not be done until summer, Mr. Koch asked if the affected areas could be hot-patched in the meantime. It is hoped the repairs can be done within the next two weeks.

Alderman Milschewski asked if the air-braking signs were up again. They have been placed, however, it is still occurring.

There has been an issue with drainage on private property on Greenfield Turn (on weekly Administrator's report) and Mr. Funkhouser asked if the situation has been resolved. Mr. Olson said no new complaints have been received, but he gave a brief background of the area and EEI was asked to look at this. They suggested a drainage easement would help, but the City was not responsible for any further action.

Chairman Funkhouser asked about the crosswalk signals completion timeline and Mr. Dhuse replied approximately two weeks. There has not been IDOT approval for switching two of them as of yet. Mr. Funkhouser also questioned the radio antennas on poles on Rtes. 34/47/126. It is thought IDOT is doing radio checks for communication purposes.

There was no further business and the meeting was adjourned at 7:12pm.

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

Agenda Item Number

New Business #1

Tracking Number

PW 2017-36

### Agenda Item Summary Memo

**Title:** Well No. 7 Rehabilitation – Engineering Agreement

**Meeting and Date:** Public Works Committee – May 16, 2017

**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:

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

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of Water Well No. 7, including rehabilitation of existing piping and equipment and televising of the well. Scope does not include replacement of the piping and pump, or the replacement or conversion of the existing motor. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$14,000.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,000.00. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

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

#### I. Indemnification:

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

#### J. Insurance:

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

#### K. Additional Terms or Modification:

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

*Water Well No. 7 Rehabilitation  
United City of Yorkville  
Professional Services Agreement  
Design and Construction Engineering*

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

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

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Gary Golinski  
Mayor

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Brad Sanderson, P.E.  
Vice President

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Lisa Pickering  
Deputy City Clerk

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Angie Smith  
Executive Assistant

## **EXHIBIT 1**

### **SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES**

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – Water Well No. 7 Rehabilitation" dated April 14, 2017.

## **SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES**

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
  - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2015. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – Water Well No. 7 Rehabilitation" dated April 14, 2017.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

## **SECTION C – COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Fourteen Thousand Dollars – Fixed Fee (FF) (\$14,000.00 FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Water Well No. 7 Rehabilitation” dated April 14, 2017.
  - (a) The compensation for the professional design engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
    - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation services on the basis of Hourly Rates (HR) as described on the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Water Well No. 7 Rehabilitation” dated April 14, 2017 and are estimated at \$14,000.00 Hourly (HR).
  - (a) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

## **SECTION D – ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

## **SECTION E - SPECIAL PROVISIONS**

### **1. OWNER'S RESPONSIBILITIES**

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
  - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. **Covenant Against Contingent Fees** - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## **EXHIBIT 2**

### **THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:**

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
  - (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
  - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
  - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
  - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



**EXHIBIT 3**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
 WATER WELL NO. 7 REHABILITATION  
 United City of Yorkville, IL  
 April 14, 2017

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$191	\$185	\$133	\$133	\$80		
FINAL ENGINEERING									
2.1	Project Management and Administration		1	2	-	-	-	3	\$ 561
2.2	Project Meetings		2	4	3	-	-	9	\$ 1,521
2.3	Final Plans, Specifications and Estimates		1	16	32	8	-	57	\$ 8,471
2.4	Bidding and Contracting		1	8	12	-	2	23	\$ 3,427
Final Engineering Subtotal:			5	30	47	8	2	92	\$ 13,980
CONSTRUCTION ENGINEERING									
3.1	Contract Administration		1	24	24	-	-	49	\$ 7,823
3.2	Record Drawings		-	1	2	2	-	5	\$ 717
3.3	Observation and Documentation		-	8	30	-	-	38	\$ 5,470
Construction Engineering Subtotal:			1	33	56	2	-	92	\$ 14,010
PROJECT TOTAL:			6	63	103	10	2	184	27,990

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 250
<b>DIRECT EXPENSES =</b>	<b>\$ 500</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 26,500
Drafting Expenses =	\$ 1,330
Administrative Expenses =	\$ 160
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 27,990</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 28,490</b>
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**EXHIBIT 4**  
**ANTICIPATED PROJECT SCHEDULE**  
 WATER WELL NO. 7 REHABILITATION  
 UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL  
 April 14, 2017

WORK ITEM NO.	WORK ITEM	Year:	2017																								2018							
		Month:	July					August				September				October				November			December			January								
		Week Starting:	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	
FINAL DESIGN ENGINEERING																																		
2.1	Project Management and Administration																																	
2.2	Project Meetings																																	
2.3	Final Plans, Specifications and Estimates																																	
2.4	Bidding and Contracting																																	
CONSTRUCTION ENGINEERING																																		
3.1	Contract Administration																																	
3.2	Construction Record Drawings																																	
3.3	Observation and Documentation																																	

Legend	
	Project Management & QC/QA
	Meeting(s)
	Design
	Bidding and Contracting
	Construction



## Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

### CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$158.00
2 Man Field Crew with Standard Survey Equipment	\$247.00
1 Man Field Crew with RTS or GPS *	\$196.00
2 Man Field Crew with RTS or GPS *	\$284.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

\*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 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

New Business #2

Tracking Number

PW 2017-37

### Agenda Item Summary Memo

**Title:** Game Farm Road and Somonauk Improvements – Authorization No. 6

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Consideration of Authorization No. 6

#### 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:

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# 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: April 18, 2017  
Subject: Game Farm Road – Somonauk Street Improvements – Authorization No. 6

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The purpose of this memo is to present Authorization No. 6 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

## **Background:**

The State of Illinois and Geneva Construction Co. entered into an agreement for a contract value of \$3,768,467.60 for the above referenced project. Construction began on March 5, 2015 and is complete.

The construction costs are being funded by STP funds (federal) and local funds. The maximum federal participation amount is \$2,343,512.00, inclusive of all change orders (authorizations) associated with this contract.

## **Questions Presented:**

Should the City approve Authorization No. 6 in the amount of \$(2,860.07)?

## **Discussion:**

Authorization No. 6 is the final balancing authorization that addresses the project line items. Line item quantities are estimated during the design of the project and adjusted during construction. We anticipate that this will be the final balancing authorization.

The net change to date for all authorizations as indicated on the attachment is \$51,439.92. However, due to a series of rounding errors in IDOT's system throughout the course of the project, an additional \$0.07 is not accounted for on this form. Therefore the true net change to date will be \$51,439.99. Ultimately this authorization will bring the final contract value to \$3,819,907.59, which is a 1.37% increase to the original contract value.

We have attached IDOT form BC-22 for Authorization No. 6 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorization.

## **Action Required:**

Consideration of approval from the City Council for Authorization No. 6.



## Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> PoDI/ PoCI
<input type="checkbox"/> Change Order	
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 04/17/2017  
County: Kendall  
Section: 03-00031-00-FP

Route: FAU 1550 ( Game Farm Road)  
District: 03  
Contract: 87345  
Job No.: C9305507  
Project No.: M-8003 (810)

Consultant's Name: EEI

Contractor: Geneva Construction Company, Inc.  
Address: P.O. Box 998  
Aurora IL 60507-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
			FAS ID: 07C0U01						
			CCS Code 0930043						
X9300201		33	WATER MAIN DV IRON 12	FOOT	22.000	130.0000	D	\$0.00	\$2,860.00
			FAS ID: M230U01						
			CCS Code 0930001						
FRC00100		33	STORM SEWER CONNECTIO	DOLLAR	0.070	1.0000	D	\$0.00	\$0.07
Amount of Original Contract: \$3,768,467.60							Totals:	\$0.00	\$2,860.07
Net Change To Date: \$51,439.92							Percent Change: 1.37%	Net Change:	-2,860.07

Project Location: Game Farm Road/ Somonauk Street

Description and Reason: Final balancing

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS  
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer, Director of F&A Date

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Herb Jung

Date Engineer of Construction

Resident: Bart Olson

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 04/18/2017

FHWA Representative Date  
BC22 (rev. 01/24/17)



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

Agenda Item Number

New Business #3

Tracking Number

PW 2017-38

### Agenda Item Summary Memo

**Title:** 2017 Road to Better Roads Program – Additional Work

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Review of Recommendations

### 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:

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# Memorandum

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

Date: May 10, 2017  
Subject: 2017 Roads to Better Roads Program – Additional Work

The purpose of this memo is to present a plan for additional work for the above referenced project.

## **Background:**

The United City of Yorkville and D Construction, Co. recently entered into an agreement for a contract value of **\$607,981.72** for the above referenced project. The City has seen substantial savings in the road/street projects that it has let thus far in 2017. As a result, the City has an additional \$482,000 +/-available to spend as summarized in the attached spreadsheet.

The proposed locations and/or descriptions of the recommended additional work are noted in the same spreadsheet. Many of the additional streets were planned to be improved in the next year or two as part of the most recent five-year plan.

There is also a series of potential projects utilizing TIF funds. A summary of those projects is also provided.

Note that due to the fact that the existing contract between the City and D Construction utilizes MFT funds, we are unable to add additional streets via change order. Therefore, a separate quote will be solicited from D for the additional work.

## **Questions Presented:**

Should the City approve the additional work?

## **Discussion:**

D Construction, Co. has indicated that they will hold their prices from the originally bid project for the additional work.

We anticipate discussion at the Committee meeting. We will be available to address questions and to provide comment as needed.

## **Action Required:**

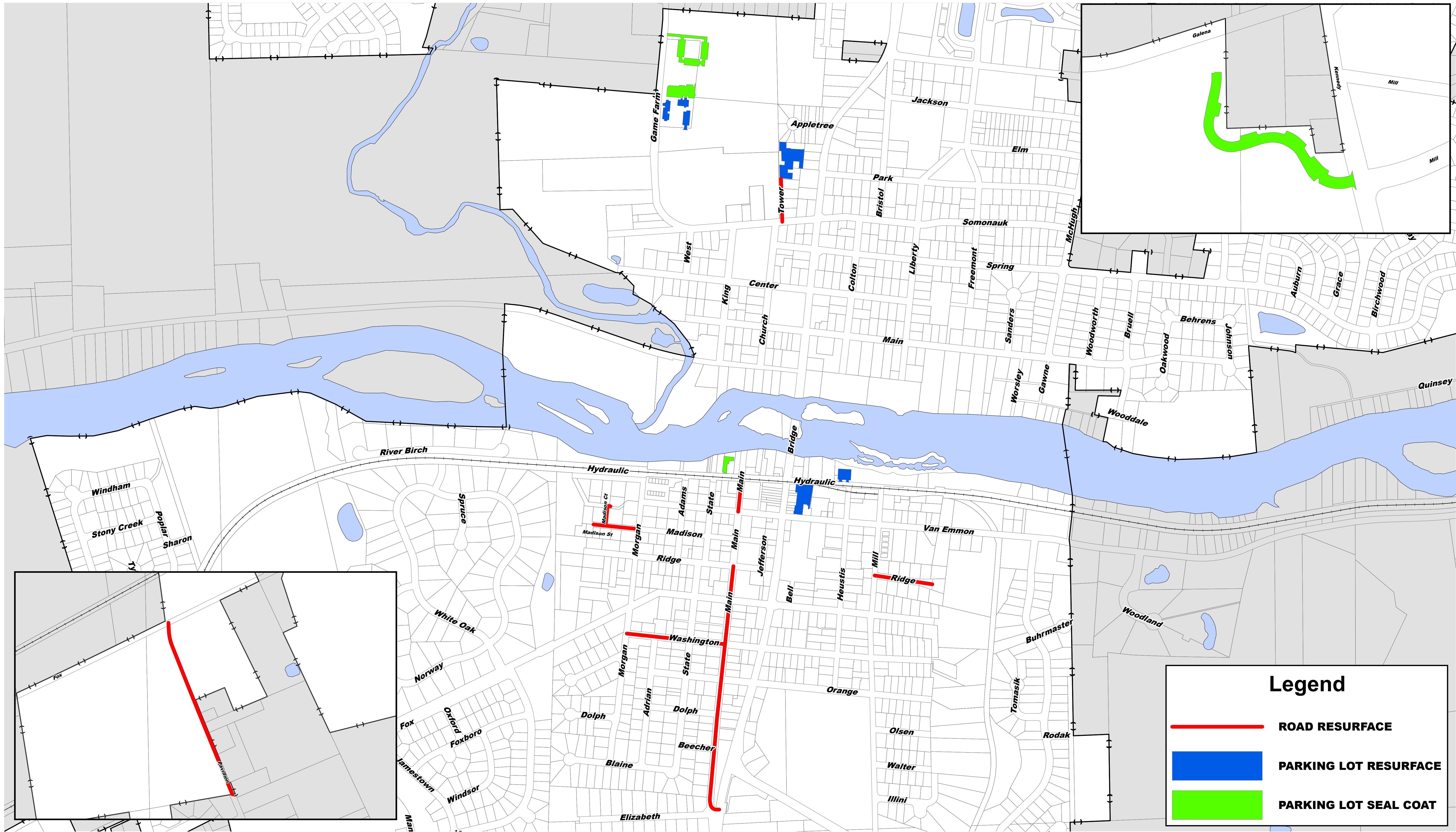
Consideration of approval for additional RTBR work.

<u>RTBR</u>		
FY18 RTBR Budget	\$	700,000.00
FY 18 Construction Engineering and Testing	\$	50,000.00
FY 19 RTBR Design Engineering	\$	35,000.00
<b>FY 18 Construction Budget</b>	<b>\$</b>	<b>615,000.00</b>
Current Estimate based on Bid w/o TIF Projects	\$	547,835.88
	<b>\$</b>	<b>67,164.12 AMOUNT UNDER BUDGET</b>
Total Bid - Entire Project	\$	607,981.72
Total Bid - TIF Areas Only	\$	60,145.84
<u>Center/Countryside Resurfacing</u>		
FY18 Center/Countryside Budget	\$	522,000.00
FY 18 Construction Engineering and Testing	\$	40,000.00
<b>FY18 Center/Countryside Construction Budget</b>	<b>\$</b>	<b>482,000.00</b>
Current Estimate based on Bid	\$	239,317.00
	<b>\$</b>	<b>242,683.00 AMOUNT UNDER BUDGET</b>
<u>Kennedy Resurfacing</u>		
FY18 Kennedy Budget (Net)	\$	601,500.00
FY 18 Construction Engineering and Testing	\$	40,300.00
<b>FY18 Kennedy Construction Budget</b>	<b>\$</b>	<b>561,200.00</b>
Current Estimate based on Bid	\$	388,437.00
	<b>\$</b>	<b>172,763.00 AMOUNT UNDER BUDGET</b>
	<b>\$</b>	<b>482,610.12 TOTAL AMOUNT UNDER BUDGET</b>

<u>Potential Projects</u>		
High School Parking Lot Portion	\$	45,000.00 Full Mill & Overlay
Wing Road	\$	54,000.00 Overlay
Walsh Drive	\$	20,000.00 3" Patch
Fox Road / White Oak	\$	50,000.00 3" Patch
Town Square Parking	\$	4,000.00 Overlay
Elizabeth Street (West End to Main)	\$	55,000.00 Full Mill & Overlay - Alternative 2017 Project
State Street (Hydraulic to Ridge)	\$	44,000.00 Full Mill & Overlay - Alternative 2017 Project
Spring Street (Quinsey to McHugh +/-)	\$	140,000.00 Full Mill & Overlay
Pavillion Road Streambank Stabilization	\$	50,000.00 Design / Construction (\$50k - FY18 and \$75k FY19)
	<b>\$</b>	<b>462,000.00 Sub-total</b>

**TIF Project Summary**

East Alley Parking Lot	\$	35,000.00	Full Mill & Overlay (Included in RTBR Contract)
Riverfront Park Parking Lot	\$	25,000.00	Full Mill & Overlay (Included in RTBR Contract)
Main Street Parking	\$	5,000.00	Overlay
Old Second Bank Parking Lot	\$	56,000.00	Full Mill & Overlay
Parks and Rec Admin Parking Lot	\$	13,000.00	Overlay
Sub-total		\$	134,000.00



**Legend**

ROAD RESURFACE

PARKING LOT RESURFACE

PARKING LOT SEAL COAT



**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)

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

DATE:	MAY 2017
PROJECT NO.:	YO1616
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\YO1616
FILE:	YO1616 PAVING 2017.MXD

**LOCATION MAP**  
 UNITED CITY OF YORKVILLE, ILLINOIS

**2017 RTBR**  
**ROAD / PARKING LOT**  
**RESURFACE AND SEAL COAT - BASE BID**





# Memorandum

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

Date: July 22, 2015  
Subject: Pavillion and Fox Road – Streambank Erosion

The purpose of this memo is to present recommendations for the streambank erosion problems at the intersection of Fox Road and Pavillion Road.

## **Background:**

On the west side of Pavillion Road just south of the intersection with Fox Road there is a stretch of roadway that is being threatened by streambank erosion. The current channel is eroded and is encroaching on the roadway such that the stability of Pavillion Road is threatened as shown in the below photo.



Asphalt, concrete and other debris has been deposited on to the streambank in an attempt to slow the erosion but those measures have limited effectiveness and do not address the long term problems. There are several options that the City could explore to address the streambank erosion issues at Fox and Pavillion. A conceptual discussion of the options follows.

### **Discussion:**

#### Streambank Stabilization – Alternative No. 1:

This option would involve stabilizing the streambank at its current location to prevent further encroachment on the pavement. Where the streambank is currently encroaching on the road shoulder, hard armoring of the streambank would be required, such as riprap protection. Further, up and downstream the stabilization method could transition to toe protection and vegetation. The toe of the slope would be hard armored with riprap or other methods to prevent under cutting and the upper bank would be vegetated with a vegetated geogrid to hold the bank in place until vegetation is completely established. There would be little opportunity to move the bank away from the roadway with this option but it would prevent further encroachment and failure of the roadway.

#### Retaining Wall – Alternative No. 2:

This option would involve construction of a concrete or block retaining wall along the creek where it is closest to the roadway. Then up and downstream of this point streambank stabilization methods would be employed. This option would allow the top of bank to be moved further from the existing roadway since the vertical wall would recapture some of the area eroded from the streambank.

#### Roadway Realignment – Alternative No. 3:

This option would involve realigning the intersection of Fox and Pavillion Road and Pavillion Road heading south to move the roadway further from the creek south of Fox Road at the point where it is closest to the channel. This option would involve right of way acquisition for the realignment. It would also likely include some streambank stabilization, toe protection and vegetated banks, to keep the current creek bank in place and prevent further migration towards the realigned roadway.

### **Recommendation:**

We recommend preliminary engineering analysis of the options that the City would like to consider. This would include preparing preliminary cost estimates for each of the options.



**Engineering Enterprises, Inc.**

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1407
DESIGNED:	TNP
DATE:	July 2015
PROJECT TITLE:	Fox and Pavillion Improvements

Revised:

**Concept Cost Estimate - Streambank Stabilization - Alternative No. 1**

ITEM				UNIT	
NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
1	STREAMBANK STABILIZATION (STONE TOE PROTECTION WITH VEGETATION ON SLOPES)	FT	315	\$ 150.00	\$ 47,250.00
2	STREAMBANK STABILIZATION (STONE TOE PROTECTION WITH RIPRAP ON SLOPES)	FT	65	\$ 250.00	\$ 16,250.00
3	RESTORATION	SY	1000	\$ 7.50	\$ 7,500.00
					\$
					\$
				<b>SUBTOTAL</b>	\$ 71,000.00
				<b>CONTINGENCY (10%)</b>	\$ 7,100.00
				<b>TOTAL</b>	\$ 78,100.00
				<b>ENGINEERING</b>	\$ 12,500.00
				<b>TOTAL PRELIMINARY COST ESTIMATE</b>	\$ 90,600.00



**Engineering Enterprises, Inc.**

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1407
DESIGNED:	TNP
DATE:	July 2015
PROJECT TITLE:	Fox and Pavillion Improvements

Revised:

**Concept Cost Estimate - Retaining Wall - Alternative No. 2**

ITEM				UNIT	
NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
1	RETAINING WALL	FT	65	\$ 750.00	\$ 48,750.00
2	STREAMBANK STABILIZATION (STONE TOE PROTECTION WITH VEGETATION ON SLOPES)	FT	315	\$ 150.00	\$ 47,250.00
3	RESTORATION	SY	1500	\$ 7.50	\$ 11,250.00
					\$ -
					\$ -
				<b>SUBTOTAL</b>	<b>\$ 107,250.00</b>
				<b>CONTINGENCY (10%)</b>	<b>\$ 10,800.00</b>
				<b>TOTAL</b>	<b>\$ 118,100.00</b>
				<b>ENGINEERING</b>	<b>\$ 18,900.00</b>
				<b>TOTAL PRELIMINARY COST ESTIMATE</b>	<b>\$ 137,000.00</b>



**Engineering Enterprises, Inc.**

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1407
DESIGNED:	TNP
DATE:	July 2015
PROJECT TITLE:	Fox and Pavillion Improvements

Revised:

**Concept Cost Estimate - Roadway Realignment - Alternative No. 3**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	STREAMBANK STABILIZATION (STONE TOE PROTECTION WITH VEGETATION ON SLOPES)	FT	380	\$ 150.00	\$ 57,000.00
2	PAVILLION ROAD REALIGNMENT	FT	685	\$ 300.00	\$ 205,500.00
3	PAVILLION AND FOX INTERSECTION RECONSTRUCTION	EA	1	\$ 50,000.00	\$ 50,000.00
4	ROW ACQUISITION (680 FEET, 20 FEET WIDE)	LS	1	\$ 25,000.00	\$ 25,000.00
5	PAVEMENT REMOVAL (EXISTING PAVILLION)	SY	2000	\$ 5.00	\$ 10,000.00
6	RESTORATION	SY	3000	\$ 7.50	\$ 22,500.00
					\$ -
					\$ -
				<b>SUBTOTAL</b>	<b>\$ 370,000.00</b>
				<b>CONTINGENCY (10%)</b>	<b>\$ 37,000.00</b>
				<b>TOTAL</b>	<b>\$ 407,000.00</b>
				<b>ENGINEERING</b>	<b>\$ 65,200.00</b>
				<b>TOTAL PRELIMINARY COST ESTIMATE</b>	<b>\$ 472,200.00</b>



**Legend**

Proposed Streambank Stabilization



**STREAMBANK STABILIZATION  
ALTERNATIVE NO. 1**

**FOX AND PAVILLION  
ROAD CORRIDOR STUDY  
SENIOR COUNTY, ILLINOIS**

DATE	JAN 27, 2016
PROJECT NO.	10-047
PROJECT NAME	FOX AND PAVILLION ROAD CORRIDOR STUDY
PREPARED BY	SENIOR COUNTY, ILLINOIS
FILE	FOX AND PAVILLION 21402

REVISIONS
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NO.	DATE
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**United City of Yorkville**  
City of Yorkville  
Yorkville, IL 60550  
(630) 553-4350  
http://www.yorkville.il.us

**Engineering Enterprises, Inc.**  
Engineering Enterprises, Inc.  
2001 North Yorkville  
Yorkville, IL 60550  
(630) 553-4350 / www.ee-inc.com





**Legend**

- Proposed Retaining Wall
- Proposed Streambank Stabilization



RETAINING WALL  
ALTERNATIVE NO. 2

FOX AND PAVILLION  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

DATE	08/12/2016
PROJECT NO.	160001
FILE NO.	160001/08/12/2016/001
FILE	FOX AND PAVILLION 1.MXD

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

United City of Yorkville  
Yorkville, IL 62599  
(309) 323-4550  
1027 Adams St. Suite 100

Engineering Enterprises, Inc.  
CONSULTING ENGINEERS  
Sugar Grove, Illinois 60554  
(815) 845-0307 www.eeinc.com





**PROPOSED 5 YEAR RTBR PROGRAM**  
**United City of Yorkville**  
**October 2016**

2017 (FY18) STREET REHABILITATION LIST								
STREET	FROM	TO	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
MADISON COURT	W. MADISON STREET	WEST END	MILL & OVERLAY	100	68	65	73	\$7,700
MADISON STREET	WEST END	MORGAN STREET	MILL & OVERLAY	100	70	52	64	\$24,500
MAIN STREET	W. VAN EMMON STEET	W. HYDRAULIC AVENUE	MILL & OVERLAY	100	75	62	75	\$12,400
MAIN STREET	S. BRIDGE STREET	W. RIDGE STREET	MILL & OVERLAY	100	83	60	76	\$123,800
WASHINGTON STREET	W. MORGAN STREET	S. MAIN STREET	MILL & OVERLAY	100	67	57	64	\$40,100
PAVILLION ROAD	FOX ROAD	CITY LIMIT	MILL & OVERLAY	97	67	65	67	\$139,000
E. RIDGE STREET	EAST END	MILL STREET	MILL & OVERLAY	100	83	47	71	\$32,300
TOWER LANE	SOMONAUK STREET	PUBLIC WORKS	MILL & OVERLAY	100	41	62	53	\$17,900
CITY HALL PARKING LOTS			MILL & OVERLAY	N/A	N/A	N/A	N/A	\$62,000
PUBLIC WORKS PARKING LOT			MILL & OVERLAY	N/A	N/A	N/A	N/A	\$121,000
BEECHER CENTER, LIBRARY, PARKS AND RECREATION, BRIDGE PARK PARKING LOT SEAL & STRIPE				N/A	N/A	N/A	N/A	\$78,000
TOTAL:								\$658,700

## TIF ELIGIBLE PROJECTS

RIVERFRONT PARKING LOT			MILL & OVERLAY	N/A	N/A	N/A	N/A	\$29,000
EAST ALLEY PARKING LOT			OVERLAY	N/A	N/A	N/A	N/A	\$42,000

## ALTERNATIVE STREETS VERSUS PARKING LOT PROJECTS

GENERAL STREET WORK ESTIMATES FOR 2017-2018								
ELIZABETH STREET	WEST END	S. MAIN STREET	MILL & OVERLAY	100	69	72	78	\$52,500
RIDGE STREET	JEFFERSON STREET	S. MAIN STREET	MILL & OVERLAY	100	82	55	76	\$15,100
STATE STREET	W. HYDRAULIC STEET	W. RIDGE STREET	MILL & OVERLAY	100	80	54	73	\$44,000
WHEATON AVENUE	N. BRIDGE STREET	SHADOW WOOD DRIVE	MILL & OVERLAY	86	82	71	75	\$124,600
TOTAL:								\$236,200

**PROPOSED 5 YEAR RTBR PROGRAM**  
**United City of Yorkville**  
**October 2016**

2018 (FY19) STREET REHABILITATION LIST								
STREET	FROM	TO	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ELM STREET	MCHUGH ROAD	FREEMONT STREET	MILL & OVERLAY	100	70	61	73	\$59,400
JACKSON STREET	FREEMONT STREET	MARTIN AVENUE	MILL & OVERLAY	100	69	57	69	\$62,700
PARK STREET	MCHUGH ROAD	BRIDGE STREET	MILL & OVERLAY	100	66	64	71	\$125,000
SANDERS COURT	E. MAIN STREET	NORTH END	MILL & OVERLAY	100	46	69	62	\$44,100
SPRING STREET	W. SPRING STREET	QUINSEY ROAD	MILL & OVERLAY	87	74	64	67	\$268,200
WHEATON AVENUE	N. BRIDGE STREET	SHADOW WOOD DRIVE	MILL & OVERLAY	86	82	71	75	\$124,600
TOTAL:								\$684,000

**PROPOSED 5 YEAR RTBR PROGRAM**  
**United City of Yorkville**  
**October 2016**

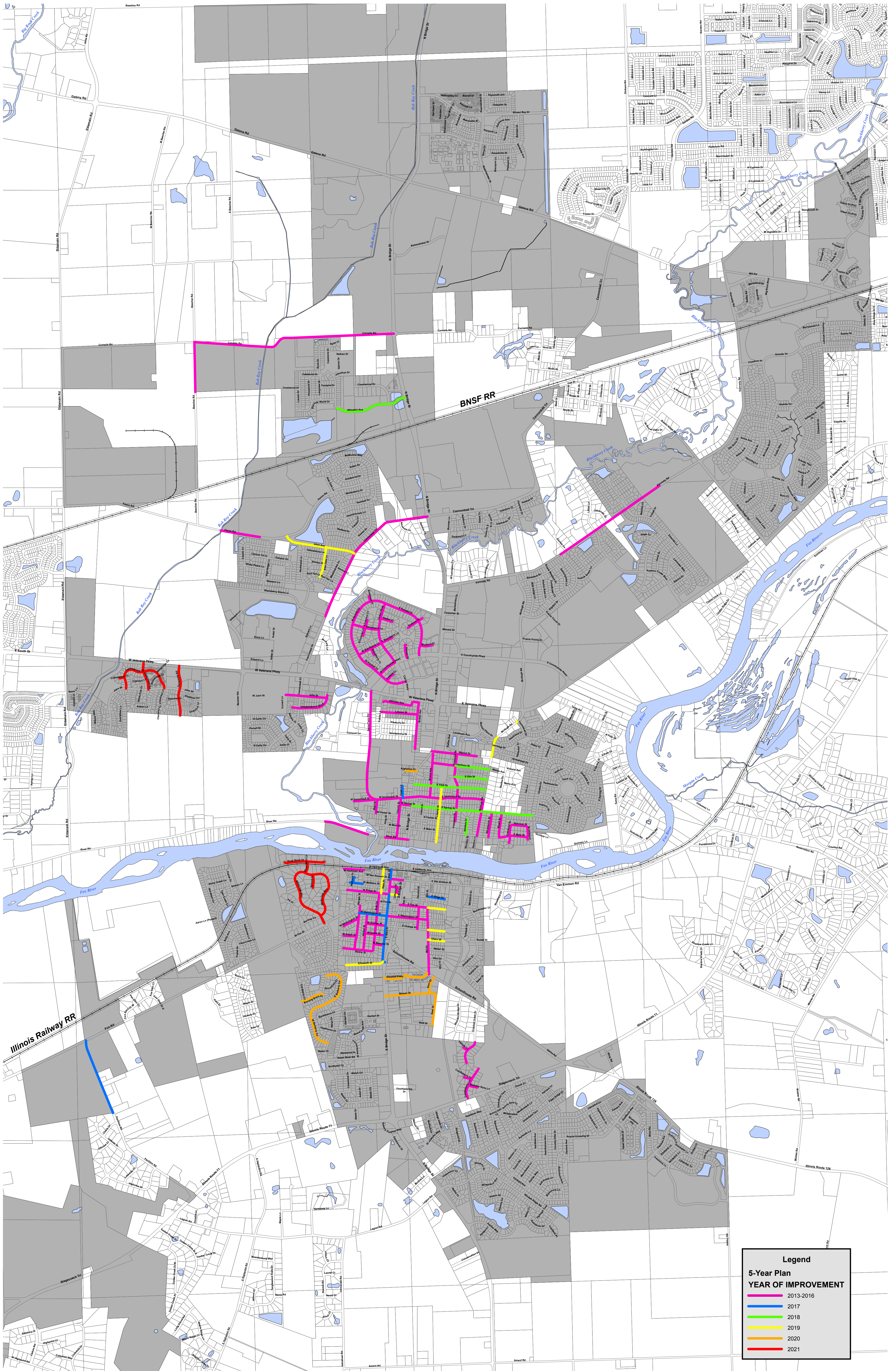
2019 (FY20) STREET REHABILITATION LIST								
STREET	FROM	TO	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ALAN DALE LANE	RED TAIL COURT	ALICE AVE	MILL & OVERLAY	81	66	80	64	\$49,400
ALICE AVENUE	CANNONBALL TRAIL	FAXON ROAD	MILL & OVERLAY	85	78	77	76	\$148,400
ELIZABETH STREET	WEST END	S. MAIN STREET	MILL & OVERLAY	100	69	72	78	\$52,500
FOX STREET	EAST END	MILL STREET	MILL & OVERLAY	87	71	82	78	\$35,200
LIBERTY STREET	SOUTH END	E. PARK STREET	MILL & OVERLAY	87	74	83	76	\$79,400
MCHUGH	FARMSTEAD DRIVE	CITY LIMIT	MILL & OVERLAY	100	78	71	76	\$44,300
OLSEN STREET	MILL STREET	EAST END	MILL & OVERLAY	74	61	75	64	\$40,100
ORANGE STREET	MILL STREET	EAST END	MILL & OVERLAY	86	72	71	75	\$36,100
RIDGE STREET	JEFFERSON STREET	S. MAIN STREET	MILL & OVERLAY	100	82	55	76	\$15,100
STATE STREET	W. HYDRAULIC STEET	W. RIDGE STREET	MILL & OVERLAY	100	80	54	73	\$44,100
TOTAL:								\$544,600

**PROPOSED 5 YEAR RTBR PROGRAM**  
**United City of Yorkville**  
**October 2016**

2020 (FY21) STREET REHABILITATION LIST								
STREET	FROM	TO	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
APPLETREE COURT	N. BRIDGE STREET	WEST END	MILL & OVERLAY	73	57	80	64	\$26,200
BARBERRY CIRCLE - WEST	WALSH DRIVE	WALSH DRIVE	MILL & OVERLAY	79	65	77	67	\$118,600
BARBERRY CIRCLE - EAST	WALSH DRIVE	WALSH DRIVE	MILL & OVERLAY	85	69	77	76	\$99,300
BEAVER STREET	S. BRIDGE STREET	DEER STREET	MILL & OVERLAY	85	79	72	67	\$81,800
BURNING BUSH DRIVE	WALSH DRIVE	WEST END	MILL & OVERLAY	77	63	77	69	\$44,000
COLONIAL PARKWAY	S. BRIDGE STREET	SCHOOLHOUSE ROAD	MILL & OVERLAY	85	73	74	75	\$90,400
DEER STREET	WOLF STREET	SCHOOLHOUSE ROAD	MILL & OVERLAY	84	71	79	69	\$100,300
TOTAL:								\$560,600

**PROPOSED 5 YEAR RTBR PROGRAM**  
**United City of Yorkville**  
**October 2016**

2021 (FY22) STREET REHABILITATION LIST								
STREET	FROM	TO	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
COTTONWOOD TRAIL	JOHN STREET	JOHN STREET	MILL & OVERLAY	87	70	80	73	\$126,700
COTTONWOOD COURT	COTTONWOOD TRAIL	WEST END	MILL & OVERLAY	100	80	75	84	\$9,100
DEIHL FARM ROAD	JOHN STREET	W. VETERANS PRKWY	MILL & OVERLAY	84	67	71	64	\$66,900
RIVER BIRCH DR	EAST END	WEST END	MILL & OVERLAY	89	71	80	79	\$9,100
RIVER BIRCH LN	RIVER BIRCH DR	WHITE OAK WAY	MILL & OVERLAY	99	89	73	85	\$19,700
SPRUCE COURT	WEST END	WHITE OAK WAY	MILL & OVERLAY	100	67	65	71	\$26,500
SYCAMORE ROAD	W. VETERANS PRKWY	CITY LIMIT	MILL & OVERLAY	87	70	76	71	\$88,800
WHITE OAK WAY	W. FOX STREET	NOWAY CIRCLE	MILL & OVERLAY	90	75	74	75	\$263,200
TOTAL:								\$610,000



Legend

5-Year Plan

YEAR OF IMPROVEMENT

2013-2016

2017

2018

2019

2020

2021





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

2017 RTBR PROGRAM  
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	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR I	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$185	\$163	\$141	\$129	\$163	\$141	\$117	\$163	\$129	\$78		
FINAL ENGINEERING														
2.1	Project Management and Administration		6	14									20	\$ 3,392
2.2	Project Meetings		6	8	4								18	\$ 2,978
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4	4	4							8	\$ 1,216
2.4	Analyze/Finalize Roadway Rehabilitation Methods			4	4								8	\$ 1,216
2.5	Site Review, Identification of Required Improvements			4	20							2	26	\$ 3,628
2.6	Prepare Pre-Final Bid Package/Exhibits- 50%		2	4	20						10		36	\$ 5,132
2.7	Prepare Pre-Final Bid Package/Exhibits - 90%			4	28						10		42	\$ 5,890
2.8	Prepare Engineer's Opinion of Probable Construction Cost - 90%			4	8								12	\$ 1,780
2.9	Submit Bid Package for IDOT Review			2	4								6	\$ 890
2.10	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			4	18						10		32	\$ 4,480
2.11	Bidding and Contracting			4	8							4	16	\$ 2,092
Final Engineering Subtotal:			14	56	118	-	-	-	-	-	30	6	224	\$ 32,694
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		4	16		16							36	\$ 5,412
3.2	Construction Layout			6		48							54	\$ 7,170
3.3	Observation and Documentation		8	16		200							224	\$ 29,888
Construction Engineering Subtotal:			12	38	-	264	-	-	-	-	-	-	314	\$ 42,470
PROJECT TOTAL:			26	94	118	264	-	-	-	-	30	6	538	\$ 75,164

DIRECT EXPENSES	
Printing =	-
Supplies & Misc. =	\$ -
Geotechnical (Rubino) =	\$ 2,500
Material Testing (Rubino) =	\$ 7,500
<b>DIRECT EXPENSES =</b>	<b>\$ 10,000</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 70,826
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 3,870
Administrative Expenses =	\$ 468
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 75,164</b>
<b>TOTAL EXPENSES =</b>	<b>\$ 85,164</b>

\\Mikkyway\EEL\Storage\Public\Yorkville\2016\YO1616-C 2017 Road Program\PSA\Attachment B - Fee Estimate.xlsx\Fee Summary



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

Agenda Item Number

New Business #4

Tracking Number

PW 2017-39

### Agenda Item Summary Memo

**Title:** Sanitary Sewer Flow Monitoring

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Recommendation of Services

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** Consideration of Proposal Award

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

#### Agenda Item Notes:

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# Memorandum

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

Date: May 9, 2017  
Subject: Sanitary Sewer Flow Monitoring

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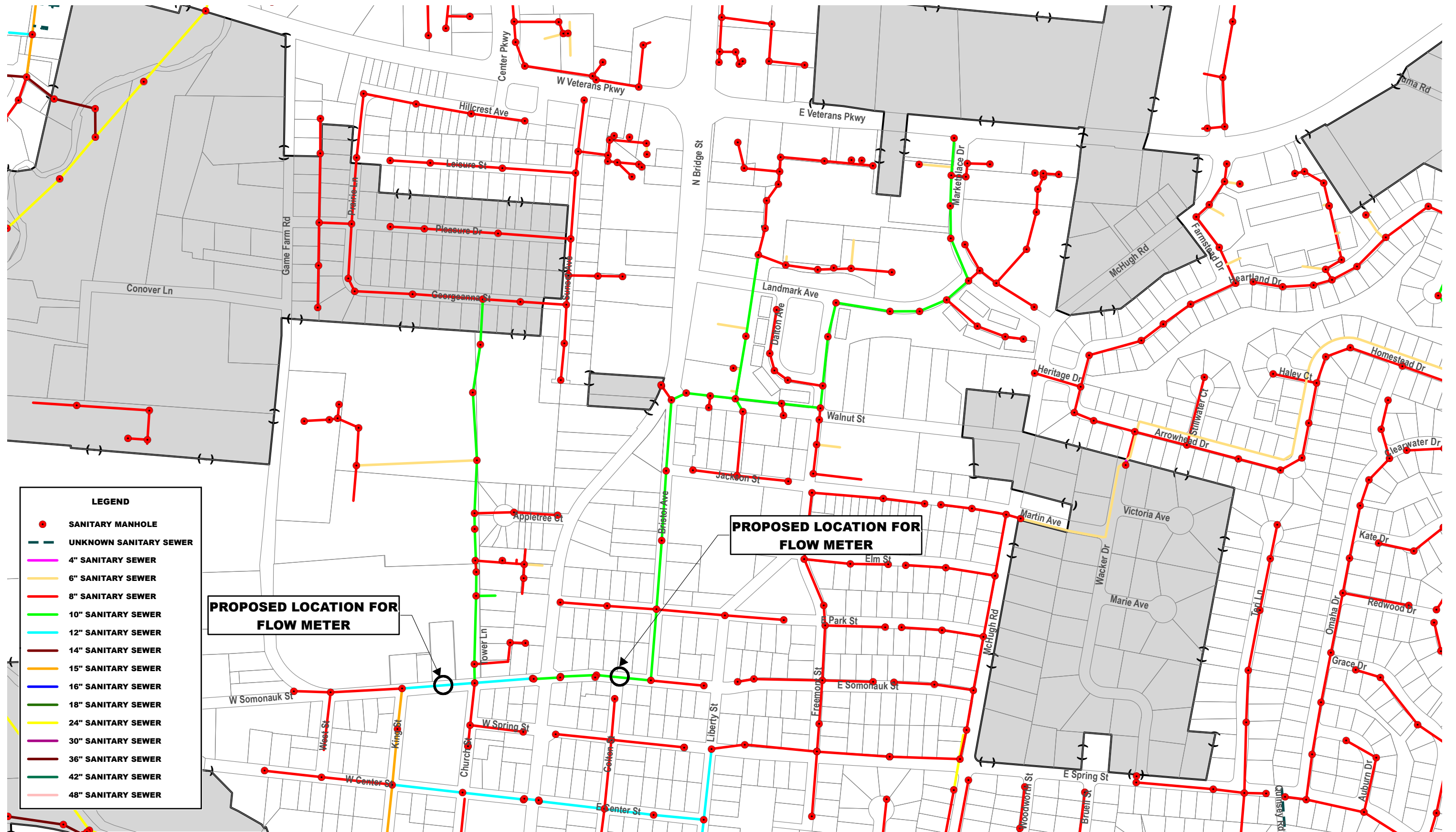
Attached, please find a proposal to perform flow monitoring of the sanitary sewer for two separate locations within the City. The total proposed cost for the monitoring is \$17,900.

The monitoring is recommended for the following reasons:

- Somonauk Street Area – Public Works is concerned that the sanitary sewer is near capacity. Further development within the tributary area may require sanitary sewer improvements if the design capacity of the sewer is exceeded. Monitoring of the sewers in this area would confirm the current base sewer flows.
- Raintree Village Lift Station – Public Works has noted an inflow and infiltration issue within the lift station tributary area. To date, they have not been able to identify the source of the problem. Monitoring of the flows would assist in narrowing down the problem area.

We are recommending that this be paid for out of the Sanitary Sewer Lining Program funds. We are currently projecting that we will be under budget by more than \$40,000 with the lining projects.

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

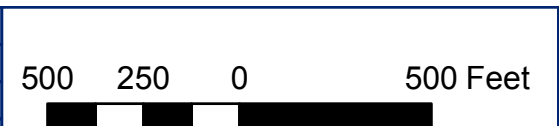


**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



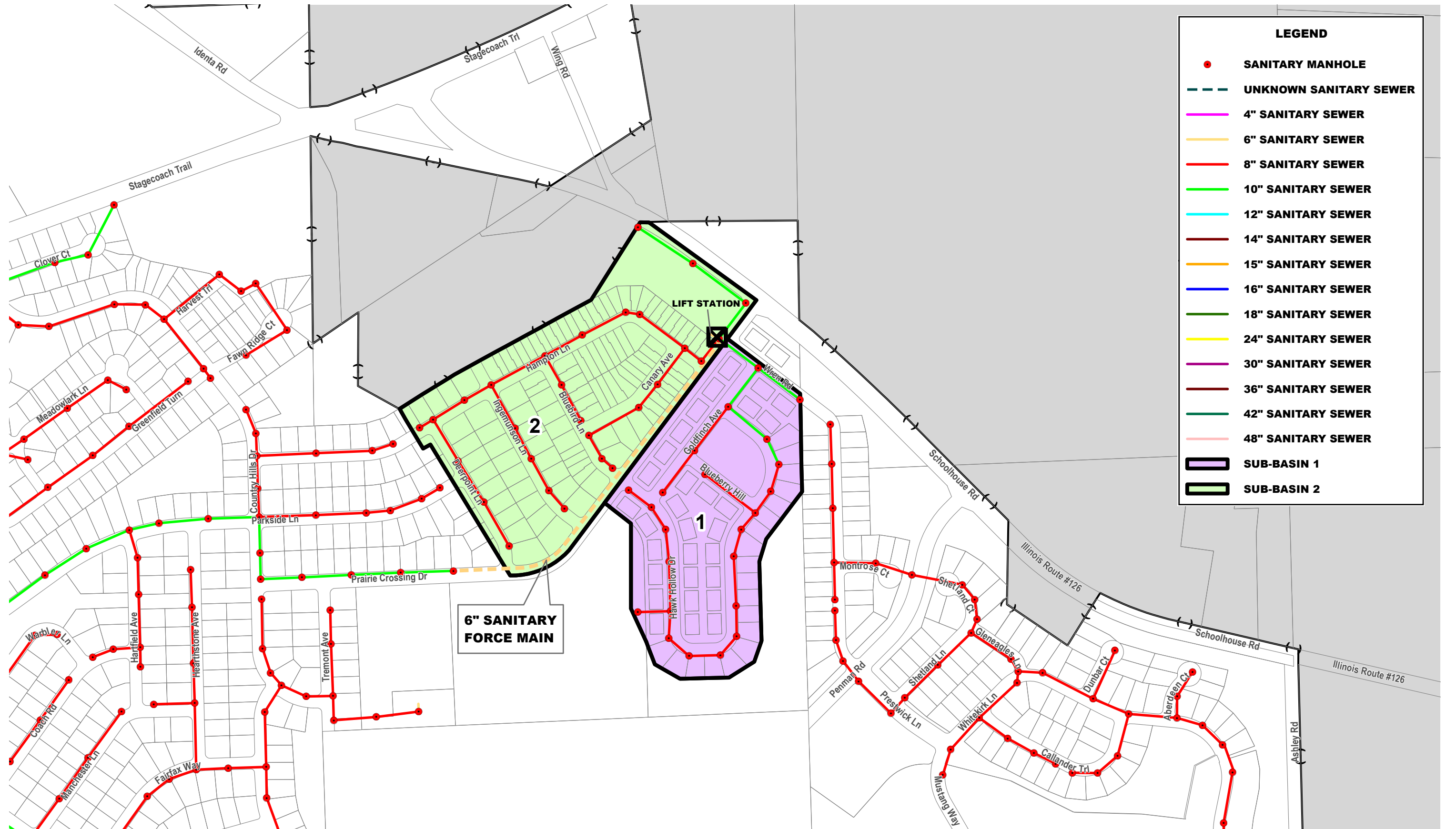
**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60560  
 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

			DATE:	March 2017
			PROJECT NO.:	YO1342
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2013\
NO.	DATE	REVISIONS	FILE:	YO1700- Sanitary Flow.MXD



**PROPOSED  
FLOW MONITORING**





**LEGEND**

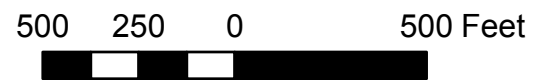
- **SANITARY MANHOLE**
- **UNKNOWN SANITARY SEWER**
- **4" SANITARY SEWER**
- **6" SANITARY SEWER**
- **8" SANITARY SEWER**
- **10" SANITARY SEWER**
- **12" SANITARY SEWER**
- **14" SANITARY SEWER**
- **15" SANITARY SEWER**
- **16" SANITARY SEWER**
- **18" SANITARY SEWER**
- **24" SANITARY SEWER**
- **30" SANITARY SEWER**
- **36" SANITARY SEWER**
- **42" SANITARY SEWER**
- **48" SANITARY SEWER**
- SUB-BASIN 1**
- SUB-BASIN 2**

**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)

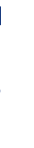


**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560  
630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

DATE:		April 2017
PROJECT NO.:		YO1342
BY:		KKP
PATH:		H:\GIS\PUBLIC\YORKVILLE\2013\
FILE:		YO1342_40.MXD
NO.	DATE	REVISIONS



**2017 SANITARY  
FLOW MONITORING**





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April 13<sup>th</sup>, 2017

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

Subject: **Temporary Flow Monitoring Services – Yorkville, IL**

ADS Environmental Services (ADS) is pleased to submit this proposal for your review to provide temporary flow monitoring services for Yorkville, IL.

By selecting ADS you are choosing an experienced and reputable company with over 40 years of experience in manufacturing flow monitoring hardware and providing turnkey field services for this equipment. ADS has all the necessary equipment and staff to complete this demonstration project as requested.

We have outlined in the proposal, our scope of work, and base cost for the 4 monitoring locations and 1 rain gauge. Based off our understanding of this project, the monitoring period is expect to start in May, and will last for 2 months (60 days). Any of the details of this proposal can be discussed in more detail, if needed.

We stand committed to provide a high level of service and professionalism on your project. If you have any questions or comments, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Skehan".

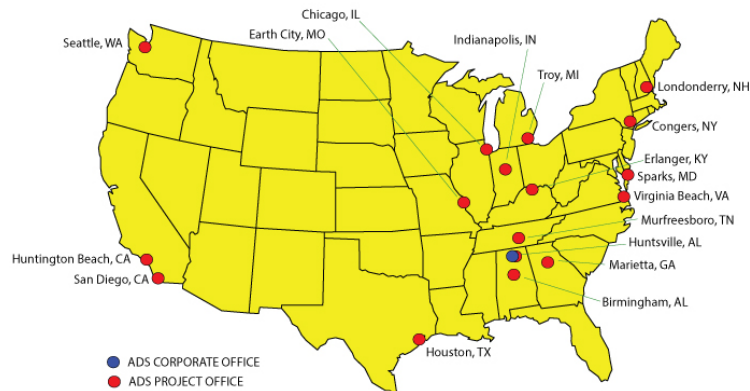
Christopher Skehan, M.S.  
Business Development Manager  
**ADS Environmental Services**  
(708) 341-9701  
cskehan@idexcorp.com



## *Experience and Summary*

ADS Environmental Services (ADS) Local office is in Chicago, IL. We have expert support staff also located in Detroit, St. Louis, Erlanger (KY) and Indianapolis who perform flow monitoring on a daily basis. Our capabilities and experience are described in this document. Key elements of the team are as follows:

- We have the resources and experience needed for a successful project
- We have long histories of completing successful projects, both large and small
- We have assembled a team of personnel that we believe will be the most economical solution, capable of fulfilling all project needs, with quality results, at the lowest possible cost



ADS, established in 1975, is headquartered in Huntsville, AL and operates 17 additional branch offices throughout the Country and as indicated on the map above. ADS' Midwest Region headquarters near St. Louis, MO, where we have operated since 1981. The ADS St. Louis office is currently the largest field office in the country with more than thirty full-time, experienced sewer professionals. Office addresses for the Regional and Local offices is as follows:

<p><b>Regional Office:</b> 13266 Lakefront Drive Earth City, MO 63045 Robert Miller, Reg. Mgr. (314)209-7774</p>	<p><b>Illinois Office:</b> 935 W. Chestnut Street Suite 415 Chicago, IL 60642 (708)341-9701</p>
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Questions concerning this document should be directed to Mr. Chris Skehan, ADS Business Development Manager, via phone or email:

Christopher Skehan  
Business Development Manager (ADS)  
708-341-9701 (cell)  
[cskehan@idexcorp.com](mailto:cskehan@idexcorp.com)



***The philosophy/mission statement of ADS is expressed as follows:***

*As the foundation of our operating model, our core values unite our teams around the world by setting the standards for behavior. Our core values apply to everything we do:*



**Our CUSTOMER is our priority.  
We GROW our enterprise and people.  
Our INTEGRITY is paramount.  
We strive for EXCELLENCE.  
We are passionate about SUCCESS.**

With more than 40 years of experience in wastewater collection system evaluation, ADS, LLC is pleased to provide this overview of our services. Our vast experience includes comprehensive sewer system services (flow monitoring to identify and prioritize affected basins, SSES field activities to obtain sewer inventory, condition and performance knowledge, point source identification of inflow/infiltration, project management, rehabilitation recommendation), pipeline services (water audits, hydraulic modeling, master planning, water quality modeling, master meter tests, meter accuracy tests, consumption analysis, loss of head tests), and rehabilitation services (line tapping, line stopping).

ADS's management philosophy of earning customer loyalty demonstrates that we are not only committed to providing our clients with the industry's very best equipment and services, but we are also committed to grow and innovate to meet our clients evolving needs.

We have been a partner on some of the largest and most successful water and wastewater programs ever documented and have an experienced and mobile staff to assure the success of your project.

ADS LLC, with its operating divisions, ADS Environmental Services, Accusonic Technologies and Hydra-Stop, is owned by IDEX Corporation. IDEX is an applied solutions company specializing in fluid and metering technologies, health and science technologies, dispensing equipment, and fire, safety and other diversified precuts built to its customers' exacting specifications.

### ***ADS Environmental Services***

ADS Environmental Services is headquartered in Huntsville, Alabama. Founded in 1975, with the invention of the first of its kind self-contained, microprocessor based, battery powered area-velocity flow monitor, ADS continues to invest in research and development. This investment in equipment, software and web-based system development ensures our clients that they are working with the best in the business when they select ADS.

ADS is one of the largest water and wastewater service firms in the United States, a U.S.-based business formed to bring together several proven, established companies in their respective markets. It has evolved into a solutions-driven provider of environmental products and services that will create value for its customers and employees through technology, world-class service and environmental leadership.



ADS Environmental Services is the leader in flow monitoring technology and information services and presents outstanding credentials to ensure successful completion of all projects it undertakes. Thousands of miles of sewer have been analyzed by ADS.

ADS offers expert water distribution and sewer collection system analysis, specialty pipeline and structure rehabilitation and line stopping. We specialize in the collection and analysis of accurate information about the efficiency of existing water and sewer systems. Our clients are both small and large municipalities, but we also perform similar work for industrial clients. Our engineers and field technicians work closely with client representatives to help them solve flow, pressure and leakage problems in their systems.

ADS features recognizable product lines in the U.S. and around the world. We strive to deliver high-performance solutions and world-class service to customers worldwide.

We bring to our clients the stability and strength of a global corporation while embodying the commitment and attention to detail of a small, local company through its network of regional offices. We have the philosophy, experienced personnel and equipment that are unequaled in the industry. This is evidenced by the fact that ADS has performed more than 8,000 pipeline services projects in 32 countries. Our reputation for quality work is supported by the high degree of repeat clients that we have had over the years.

#### ***What makes ADS unique in performing Temporary Flow Monitoring?***



ADS Environmental Services, over the past 40 years, has developed an organization unrivaled in the sewer investigation industry. The organization is built on a foundation of highly experienced field and office staff that have worked in the industry for many years. ADS Professional Engineers and Project Managers aren't afraid to enter manholes, and in fact do so regularly. ADS is a full-service field service firm, with Professional Engineers in most all major offices. ADS

encourages movement through the ranks from Field Representative to Data Analyst to Project Manager.

ADS' size is also distinctive as an international firm participating in a niche service industry that is made up primarily of local and regional small businesses. Our size provides economies of scale along with the capability to perform large projects that most competitors are too small to staff. This distinction as a large international firm is also tempered by our personal dedication to each of our clients, large and small.





### ***Proposed Scope of Work for Yorkville, IL***

ADS Environmental Services ("ADS") will provide all the necessary components required to conduct a temporary flow monitoring study in Yorkville, IL for a period of 2 months (60 days) in coordination with Engineering Enterprises, Inc ("Client"). An extension cost can also be provided, should the Owner need to extend the monitoring period. The work will be performed as set forth below:

#### ***Phase I – Mobilization***

- 1) Kick-off Meeting. Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule. Throughout the project ADS staff will communicate with the Owner/Firm prior to visiting the site for any maintenance activities.
- 2) Site Location/ Investigation. ADS will work with the Client to confirm the location of the monitor installation. ADS representatives will perform a site investigation at each location to ensure the site hydraulics are suitable for monitoring.
- 3) Site Installation. ADS will utilize a standard 2-person field crew for fieldwork and comply with US Federal standards for confined-space entry. All traffic control used in the project will include an ADS traffic control plan prior to any field work. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. Flow monitors will be installed and programed if the investigations are successful.
- 4) Site Reports. Site reports will be generated upon completion of the site investigations & installation work. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) Equipment. ADS will utilize professional area/velocity flow monitors or highly accurate level-only meters during the course of this project for the sanitary sewer locations identified. A typical monitor installation in a sanitary sewer pipe will a pressure depth sensor mounted at the invert (to detect surcharge and provide redundant depth information); a Doppler velocity sensor also mounted at or near the invert, and depending on the pipe size, a down-looking ultrasonic sensor mounted at the crown.
- 6) Monitor Activation. Once installed, the flow monitor will be activated and set to take readings at 15-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

### ***Phase II – Flow Monitoring***

- 1) Flow Monitoring. Once the monitor is installed and verified to be in working order, ADS will monitor the flow for a period of 30 days (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) Data Collection and Equipment Maintenance. The ADS data analyst will review the data weekly throughout the monitoring period. ADS will use wireless equipment whenever possible, however field crews may need to return to the location as determined by routine data review to collect the data and perform site maintenance and site confirmations as necessary. This maintenance includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. ADS has internal quality procedures for all fieldwork used in the project.
- 3) Demobilization. Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the equipment and provide any final data to the data analyst.

### ***Phase III – Data Analysis and Reporting***

- 1) Data Analysis: Upon completion of the flow monitoring period, a trained ADS Data Analyst will analyze and finalize the data. The data analyst will calculate flow using the continuity equation from the recorded depth and average velocity data. The analyst will utilize scatter plots (depths vs. velocity readings) to verify the data accuracy and repeatability.
- 2) Final Data and FlowView.com Access: ADS currently uses an online hosted system called FlowView.com for all data and reporting objectives of a temporary flow monitoring study. Users have access to all the raw and final data, can print hydrographs, scattergraphs, and tabular report, and export to common files such as .CSV or .XLS if needed. This powerful software system allows users to create “Dynamic Reports” based off the needs of the project, and our users find the system easy to use and robust with many of the features they would expect when analyzing and reporting sewer flow monitoring data.

### ***Client Responsibilities***

ADS is asking that the Owner/Client perform the following functions in connection with this Project:

1. Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to, exposing manholes, clearing easements and/or constructing roads or ramps suitable for truck/van, if necessary.
2. Assist in obtaining and complying with any special permits.
3. Provide any mapping information to be used on monitoring installations, data analysis and reporting
4. Any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits that may affect flow monitoring data.

### **Fee Proposal for Work**

Yorkville, IL - Temporary Flow Monitoring Study

2 Flow Meters for 30 days

<b>Task 1</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Flow Meter Site Investigations / Installation	2	\$1,300	\$2,600
Flow Monitoring Services (per meter/day)	60	\$65	\$3,900

2 Flow Meters for 60 days, 1 Rain Gauge

<b>Task 2</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
Flow Meter Site Investigations / Installation	2	\$1,300	\$2,600
Flow Monitoring Services (per meter/day)	120	\$65	\$7,800

FlowView.com // Final Report	1	\$1000	\$1000
<b>TOTAL</b>			<b>\$17,900</b>

**\*\*Monthly Extension Fee's = \$1,950/meter/month (30 days)**

**Notes and Assumptions:**

- (1) No Prevailing Wages or Living Wages will apply to the field work.
- (2) Costs and Labor hours above are estimated using all information ADS has to date. Extensive traffic control or sites that contain unsafe atmospheric conditions may alter the prices.
- (3) Assumed municipality is Tax Exempt or project contract is a pass-through for tax exemption – otherwise local taxes will be added to the final invoice.
- (4) ADS Terms and Conditions Apply

## PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

### ADS LLC:

1300 Meridian Street, Suite 3000, Huntsville, Alabama 35801

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT: \_\_\_\_\_

Address: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

### ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

#### **1.01 ADS**

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated \_\_\_\_\_ attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

#### **1.02 CLIENT**

A. Client shall have the responsibilities set forth herein and in Exhibit A.

### ARTICLE 2 - PAYMENTS TO ADS

#### **2.01 Compensation**

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

#### **2.02 Invoices**

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit C. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-

half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.

### ARTICLE 3 – TERMINATION

#### **3.01 Termination**

##### *A. For Cause*

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

##### *B. For Convenience*

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

## **ARTICLE 4 - GENERAL CONSIDERATIONS**

### **4.01 Warranty**

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improved products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

### **4.02 Use of Documents**

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

### **4.03 Changes, Modifications and/or Amendments**

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

### **4.04 Insurance**

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate*

*Automobile Liability \$1,000,000 CSL and annual aggregate*

*Workers Compensation as required by statute*

ADS will provide Evidence of Insurance upon request.

### **4.05 Controlling Law, Venue and Dispute Resolution**

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

### **4.06 Successors, Assigns, and Beneficiaries**

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

### **4.07 Limitation of Liability**

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON,

FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

#### **4.08 Force Majeure**

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

#### **4.09 Confidentiality and Non-disclosure**

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

#### **4.10 EEO Statement**

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment

practices to qualified applicants and employees without regard to disability.

#### **4.11 Notices**

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **4.12 Survival**

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

#### **4.13 Severability**

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **4.14 Waiver**

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### **4.15 Headings**

A. The headings used in this Agreement are for general reference only and do not have special significance.

#### **4.16 Entire Agreement**

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.

## **Exhibit A**

### **PROPOSAL**

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ADS proposal dated \_\_\_\_\_ containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ADS LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above <b>d/b/a ADS Environmental Services, Accusonic and/or Hydra-Stop</b>	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>340 The Bridge Street, Suite 204</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>Huntsville, AL 35806</b>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
			-				-	
<b>or</b>								
<b>Employer identification number</b>								
8	0		-	0	3	5	5	8 0 5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ Joseph J Goustin Tres  
Joseph J Goustin Tres (Apr 27, 2016)

Date ▶ **Apr 27, 2016**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

Agenda Item Number

New Business #5

Tracking Number

PW 2017-40

### Agenda Item Summary Memo

**Title:** ADA Transition Plan – Engineering Agreement

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** See attached.

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Bart Olson, City Administrator  
CC:  
Date: May 11, 2017  
Subject: ADA Transition Plan – Engineering Agreement

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## **Summary**

Consideration of an engineering agreement with EEI for completion of an ADA transition plan.

## **Background**

This item was last discussed by the City Council as part of the FY 18 budget proposal. This engineering agreement and plan is budgeted in FY 18. The Department of Justice had been pressing municipalities to complete this plan for several years, and began last year to enforce deadlines for this type of plan.

This transition plan involves surveying sidewalk conditions throughout town and looking at transitions between sidewalks and roadways to make sure those facilities are ADA compliant, and if they are not compliant, documenting it and making a long-term commitment to fixing the issue. We do not have the capabilities to do this in-house in a timely manner.

The proposed contract with EEI is on an hourly basis, with an estimated cost of \$34,910. The exact scope of the project is detailed in Exhibit A of the engineering agreement and contains the following:

- 1) Preparation of GIS exhibits
- 2) Field surveying all transitions in the community for a qualitative rating
- 3) Preparing a report summarizing all findings, complete with recommendations of areas to repair and a timeline

The engineering contract does not include any public outreach, which is a required component of the plan. The City will be required to notify the public of the survey and receive written comments during the analysis phase of the report. The engineering contract also does not contemplate a public presentation of the final report. We would expect to take the report to a future Public Works Committee when completed, but the discussion would be led by staff.

## **Recommendation**

Staff recommends approval of the engineering contract with EEI for completion of the ADA transition plan.

**Self-Evaluation and Transition Plan  
United City of Yorkville, Kendall County, IL  
Professional Services Agreement – Preliminary Engineering**

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

**A. Services:**

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. 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, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Preliminary Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$34,910.00. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

~~For outside services provided by other firms or subconsultants, the City shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 0%.~~

**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:

*Self-Evaluation and Transition Plan  
United City of Yorkville  
Professional Services Agreement  
Preliminary Engineering*

**Attachment A:** Scope of Services  
**Attachment B:** Estimated Level of Effort and Associated Cost  
**Attachment C:** Anticipated Project Schedule  
**Attachment D:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

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Gary Golinski  
Mayor

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Brad Sanderson, P.E.  
Vice President

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Beth Warren  
City Clerk

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Angie Smith  
Executive Assistant

**Self-Evaluation and Transition Plan  
United City of Yorkville  
Kendall County, IL  
Professional Services Agreement – Preliminary Engineering**

**Attachment A – Scope of Services**

To perform on behalf the United City of Yorkville a Self-Evaluation and prepare a Transition Plan as required by Title II of the Americans with Disabilities Act. At this time, the Self-Evaluation and Transition Plan will only focus on sidewalk curb ramps under the jurisdiction of the City. Sidewalk segments and City facilities will not be included under this agreement.

**Preliminary Engineering:**

- Preparation of GIS Exhibits \*
  - Map all existing curb ramps under the jurisdiction of the United City of Yorkville from existing GIS data and/or aerial / Google Earth photos.
  - Preparation of Location Maps
- Data Collection and Field Evaluation \*\*
  - From GIS data, determine locations where ADA ramps may be Compliant for Field Evaluation
  - Measure curb and gutter, curb ramp and turning square slopes, cross slopes, lengths, widths and crosswalk slopes as applicable for the type of curb ramps present (perpendicular, diagonal, parallel, mid-block or depressed corner).
  - Record the presence and condition of detectable warning tiles at curb ramps. Curb Ramps which do not have current detectable warning tiles are non-compliant and will not be evaluated in detail.
- Field Data Processing and Prioritization of Repairs
  - Evaluate field measurements for compliance with current Illinois Department of Transportation Standard Details for sidewalk curb ramps.
  - Develop criteria to prioritize the repair of non-compliant curb ramps
  - Prepare a Location Map and/or graphics to show the location of “compliant”, “marginally compliant” or “non-compliant” curb ramps.
- Draft Report Preparation
  - Draft text of the Transition Plan
  - Prepare Maps and Exhibits detailing the findings of the Self-Evaluation
  - Identify a Grievance Process.
  - Adopt future Design Standards
  - Identify a plan to Remove non-complaint elements
- Revisions and Final Report
  - Make revisions to the Draft Report based on City and Public Comments received. Time spent on revisions has been assumed to be 8 hours.

**Exclusions**

- Public Involvement
  - The City shall be responsible for advertising to residents and advocacy groups that a Self-Evaluation is being performed and a Transition Plan is being prepared. Written comments will be received by the City.
  - EEI will not conduct a Meetings or provide any Public Presentation in regard to the Self-Evaluation or Transition Plan.

*Self-Evaluation and Transition Plan  
United City of Yorkville  
Professional Services Agreement  
Preliminary Engineering  
Attachment A - Scope of Services*

- Future Updates to the Transition Plan
  - A Transition Plan is by design a living document. This agreement provides services only for the initial Self-Evaluation and Transition Plan which at this time will be developed specifically for curb-ramps.
  - No evaluation of City facilities will be provided.

**Information Required from the City**

- Identify an ADA Coordinator
- Provide written public comments received from residents and advocacy groups
- Provide review comments to the Draft Report
- Publish the Final Report

\* Assume the United City of Yorkville has 3,200 existing sidewalk curb ramps.

\*\* Assume the United City of Yorkville has 2,400 existing sidewalk curb ramps which are non-compliant and can be determined from aerial photography due to the lack of a detectable warning tile leaving 800 existing sidewalk curb ramps to be evaluated on-site.



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

Self-Evaluation and Transition Plan  
 United City of Yorkville, Kendall County, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING					DRAFTING			ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	ENGINEER INTERN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	GIS TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$191	\$185	\$145	\$133	\$82	\$168	\$133	\$67	\$80		
Preliminary Engineering													
1.1	GIS EXHIBITS						8		56		64	\$ 5,096	
1.2	DATA COLLECTION AND FIELD EVALUATION			24		112			24		160	\$ 14,272	
1.3	DATA PROCESSING AND REPAIR PRIORITIZATION			24			8		16		48	\$ 5,896	
1.4	DRAFT REPORT PREPARATION	2	6	36			6			8	58	\$ 8,360	
1.5	REPORT REVISIONS		2	4			2				8	\$ 1,286	
Preliminary Engineering Subtotal:			2	8	88	-	112	24		96	8	338	\$ 34,910
PROJECT TOTAL:			2	8	88	-	112	24		96	8	338	34,910

LABOR SUMMARY	
Engineering Expenses =	\$ 23,806
Drafting Expenses =	\$ 10,464
Administrative Expenses =	\$ 640
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 34,910</b>
<b>TOTAL EXPENSES =</b>	<b>\$ 34,910</b>

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**ATTACHMENT C:  
ANTICIPATED PROJECT SCHEDULE**  
Self-Evaluation and Transition Plan  
United City of Yorkville, Kendall County, IL



WORK ITEM NO.	WORK ITEM	Year:		2017																																															
		Month:		April				May				June				July				August				September				October				November				December															
		Week Starting:		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
PRELIMINARY ENGINEERING																																																			
1.1	GIS EXHIBITS																																																		
1.2	DATA COLLECTION AND FIELD EVALUATION																																																		
1.3	DATA PROCESSING AND REPAIR PRIORITIZATION																																																		
1.4	REPORT PREPARATION																																																		
1.5	REPORT REVISIONS																																																		

G:\Public\Yorkville\2016\YO1625-C ADA Transition Plan\PSA\Attachment C - Schedule.xls\Schedule

Legend	
	Project Management & QC/QA
	Meeting(s)
	Bidding and Contracting
	Preliminary
	Design Work Item
	Construction



## *Standard Schedule of Charges*

*January 1, 2017*

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

### **CREW RATES, VEHICLES AND REPROGRAPHICS**

1 Man Field Crew with Standard Survey Equipment	\$158.00
2 Man Field Crew with Standard Survey Equipment	\$247.00
1 Man Field Crew with RTS or GPS *	\$196.00
2 Man Field Crew with RTS or GPS *	\$284.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

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



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

Agenda Item Number

New Business #6

Tracking Number

PW 2017-41

### Agenda Item Summary Memo

**Title:** Cedarhurst Living – Proposed Dormant SSA

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Ordinance for a dormant Special Service Area for the Cedarhurst Living  
development.

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

Community Development

Name

Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Brad Sanderson, EEI, City Engineer  
Date: March 13, 2017  
Subject: 1690 Cannonball Trail – Cedarhurst of Yorkville  
Proposing Ordinance - Proposed Dormant SSA

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## **Project Summary**

Cedarhurst of Yorkville Real Estate, LLC plans to construct a new approximately 73-unit 65,000 square foot assisted living and memory care facility located on nearly 6.7 acres of undeveloped land immediately east of Cannonball Trails and just north of US 34 (Veterans Parkway) in the City of Yorkville, as illustrated on the attached aerial map. In addition to the new building, the site plans include a future ancillary office building, access drives, parking area and a storm water detention basin.

Per Article 6. Long Term Maintenance, of the recently approved Stormwater Ordinance a condition of approval for any new storm water management facility is the establishment of a long term funding source in the form of a dormant (back-up) Special Service Area should the entity having primary responsibility of the property fails to adequately maintain the facility. In this regard, the property owner is required to grant a separate Plat of Easement for perpetual access to the storm water basin should future maintenance by the City be required.

## **Proposed Dormant Special Service Area**

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance, repair and reconstruction of the storm water basin in the event the property owner fails to do so. The proposed Special Service Area will consist only of the subject property and shall cover costs related to (1) the cleaning and dredging of the storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the City in connection with the above in the event the Owners or their association, if any, fail to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

Should the property owner fail to maintain the basin, the subject property will be levied a tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property to be collected via real estate taxes. While the property will most likely be exempt from the real estate tax roll due to its religious status, the ordinance proposed for adoption does not exclude tax exempt property from the Special Service Area but there may be a procedural issue with its collection of creating a tax bill for exempt property. According to the City Attorney, this may require Kendall County creating a separate bill to the property owner just for the payment of the SSA tax.

### **Staff Comments/Recommendation**

The next step in the process is for the City Council to consider the attached ordinance proposing the Special Service Area (SSA). This is tentatively scheduled for the May 23, 2017 City Council meeting. A public hearing notice will then be published in the **May 25, 2017** edition of the Beacon Newspaper, and a public hearing will be conducted by the City Council on June 13, 2017. After the required 60 day waiting period at the close of the public hearing, the City Council will make a final determination on the proposed SSA at the August 15, 2017 meeting.

The property owner has been notified of the proposed process and public hearing before the City Council for the consideration of the establishment of the dormant Special Service Area. Staff is recommending approval of the proposed backup funding mechanism as it is a requirement of the recently adopted Storm water ordinance. We will be available to answer any questions at Tuesday night's meeting.

**Ordinance No. 2017-\_\_\_\_\_**

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF  
SPECIAL SERVICE AREA NUMBER 2017-1  
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH  
(Cedarhurst Living)**

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

**Section 1: Authority.** The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Tax Law”), to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City.

**Section 2: Yorkville City Code.** That Section 606 of Article 6 of the City’s Stormwater Control Ordinance requires for the approval of a Stormwater Management Permit the establishment of a special service area as a backup means of providing for the long term maintenance of stormwater facilities in the event that the entity responsible for the maintenance fails to perform its maintenance responsibilities; and,

**Section 3: Findings.** The Mayor and City Council of the City finds as follows:

- A. That the owners of record (the “Owners”) of the real property legally described in Exhibit A, attached hereto and made a part hereof (the “Subject Property”), have presented plans for the development of the Subject Property for a assisted living and memory care facility and pursuant to Section 2 above must provide storm water management and there must be a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water system located within and serving the Subject Property, all as hereinafter described; and,
- B. That it is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for the Subject Property; and,
- C. That the proposed special service area is compact and contiguous; and,
- D. The municipal services to be provided in the event the special service area is established are in addition to the municipal service provided to the City as a whole and the proposed special service area will benefit from the special municipal services to be provided.

**Section 4: Proposal.** The City agrees to proceed to consider the establishment of a special service area for the Subject Property as Special Service Area 2017-1 for the purpose of payment of the costs of the management of storm water which directly affects the Subject Property, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care,

including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the City in connection with the above in the event the Owners or their association, if any, fail to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

*Section 5: Public Hearing.* A public hearing shall be held on June 13, 2017 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of the United City of Yorkville Special Service Area Number 2017-1 in the Subject Territory.

At the hearing, the following method of payment of the special City services to be provided within the proposed special service area will be considered: the levy of a tax by the City on each parcel of property in the proposed special service area, sufficient to produce revenues to provide special municipal services to the proposed special service area; the proposed rate of taxes for the initial year shall not exceed \$1.10 for every \$100.00 of equalized assessed value and the maximum rate of such taxes to be extended in any year within the proposed special service area shall not exceed \$ 1.10 for every \$100.00 of equalized assessed value.

*Section 6: Notice of Public Hearing.* Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice shall be given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice shall be in substantially the form set forth in *Exhibit B* attached hereto and made a part of this Ordinance.

*Section 7: Effective Date.* This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	ALEX HERNANDEZ	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County,  
Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

**EXHIBIT A**  
**LEGAL DESCRIPTION AND PROPERTY INDEX NUMBERS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.68 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID CENTER LINE 219.07 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO 907978; THENCE SOUTH 68 DEGREES 10 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 35.0 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 56 MINUTES 6 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES, 10 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Number: 02-29-100-004 and 02-29-100-005

Common Address: 1690 Cannonball Trail Yorkville, Illinois 60560

The approximate location is east of Cannonball Trails and north of US 34 (Veterans Parkway) in Yorkville, Illinois.

## **EXHIBIT B**

### **Notice of Hearing**

#### **United City of Yorkville, Illinois Special Service Area Number 2017-1**

**Notice is Hereby Given** that on June 13, 2017, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called Special Service Area 2017-1 consisting of the following described real property legally described as:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.68 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID CENTER LINE 219.07 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO 907978; THENCE SOUTH 68 DEGREES 10 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 35.0 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 56 MINUTES 6 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES, 10 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Number: 02-29-100-004 and 02-29-100-005

Common Address: 1690 Cannonball Trail Yorkville, Illinois 60560

The approximate location is east of Cannonball Trails and north of US 34 (Veterans Parkway) in Yorkville, Illinois.

The general purpose of the formation of the Special Service Area 2017-1 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches;
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches;
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures;
- (4) the care, maintenance and restoration of wetland areas; and
- (5) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2017-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Beth Warren  
City Clerk



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

Agenda Item Number

New Business #7

Tracking Number

PW 2017-42

### Agenda Item Summary Memo

**Title:** Riverfront Park Playground Update

**Meeting and Date:** Public Works Committee – May 16, 2017

**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:

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# Memorandum

To: Public Works Committee  
From: Bart Olson, City Administrator  
CC:  
Date: May 11, 2017  
Subject: Riverfront Park contamination report and plan

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## **Summary**

Review of soil testing reports in Riverfront Park showing contamination and review of plan to remediate.

## **Background**

The City received an OSLAD grant for the redevelopment of Riverfront park in 2013. As part of this grant, several new features are planned for the park including a playground, as shown in the attached park development plan. During initial construction of the playground, City staff noticed an odd odor during excavation for the footings, ceased installation of the equipment, and engaged an environmental firm to conduct soil testing.

The first round of testing found a number of soil contaminants above levels considered acceptable for a playground to be installed in the immediate area. A second round of testing outside the boundaries of the playground area was subsequently conducted. As a result, we have an understanding that the contamination generally occurs within the playground site and east of the playground site. With that information confirmed, we spoke with our environmental engineer about options for self remediation of the playground area.

In general, the three options are outlined in an email from Tim Evans to me (attached). They include:

- 1) Excavation of 3-foot depth of contaminated soil within the area around the playground, installation of a concrete barrier, and replacement with clean fill at an estimated cost of ~\$360,000
- 2) Leaving the contaminated soil in place, encapsulating the area with concrete/asphalt for use as a parking lot, and moving the playground to another area within the park for a total cost of less than \$100,000
- 3) Do nothing and accept all future risks based on the established pathways discussed below

Tim Evans and my recommendation is that Option 1 is preferable to provide both a clean site for the playground and minimize future risks within the excavated area. This is a TIF-eligible expense, and while there are no funds available within the downtown TIF for the foreseeable future, another fund could lend the downtown TIF funds to cover the cost of this issue. Alternatively, a few funds may be able to actually offset the cost of improvements through better than expected budget performance in FY 17, including Parks and Recreation operations fund (79) or the Land Cash fund (72).

## **Risks**

The two soil testing reports from Terracon discuss a variety of chemicals that exceed construction and use standards. In general, these contaminants pose a risk to patrons and workers within the park through four exposure pathways; construction worker inhalation, residential inhalation, residential ingestion, and potential impact to groundwater.

Construction worker inhalation is a risk for anyone on site and digging into the contaminated soil. Breathing in the contaminants during construction may cause issues for any individual not using proper precautions. Residential inhalation is a risk (at a different standard and level than construction workers) for anyone using the playground as long as the soil is not properly contained or encapsulated. Residential ingestion describes the risk to anyone who digs up the contaminated soil and eats the dirt. Potential for groundwater impact is a risk if the City or any private entity has a drinking water well within the contaminated area and/or if someone digs a hole, hits groundwater, and decides to ingest the groundwater. Groundwater ingestion may also be a risk for the City if the contaminants have moved into the Fox River over time. While this could be a significant issue for the City in the future, it is not relevant to the decision in front of us to site the playground within the park and/or to remediate the contaminated soil for the playground purposes only. Additionally, the state conducted extensive testing within the riverbed of the dam bypass during construction and the City is not aware of any lingering issues post-construction of that facility.

The first option for remediation, which involves excavation, clean fill, and concrete barrier, and would eliminate a 3-foot depth of contaminated soil within the boundaries proposed and would eliminate the contaminant exposure pathways of construction worker inhalation, residential inhalation, and residential ingestion. There is risk that groundwater contamination could move offsite.

The second option for remediation, which involves encapsulating the contaminated soil and moving the playground, would eliminate the exposure pathways similarly to the first option. The physical barrier of asphalt or concrete would prevent construction workers and patrons of the park from reaching the contaminated soil and it would prevent vapors from escaping. The risk of this option is that construction in the future would have to be aware of the contamination and would need to take precautions when working in the area. Further, there would be risk that groundwater contamination could move offsite.

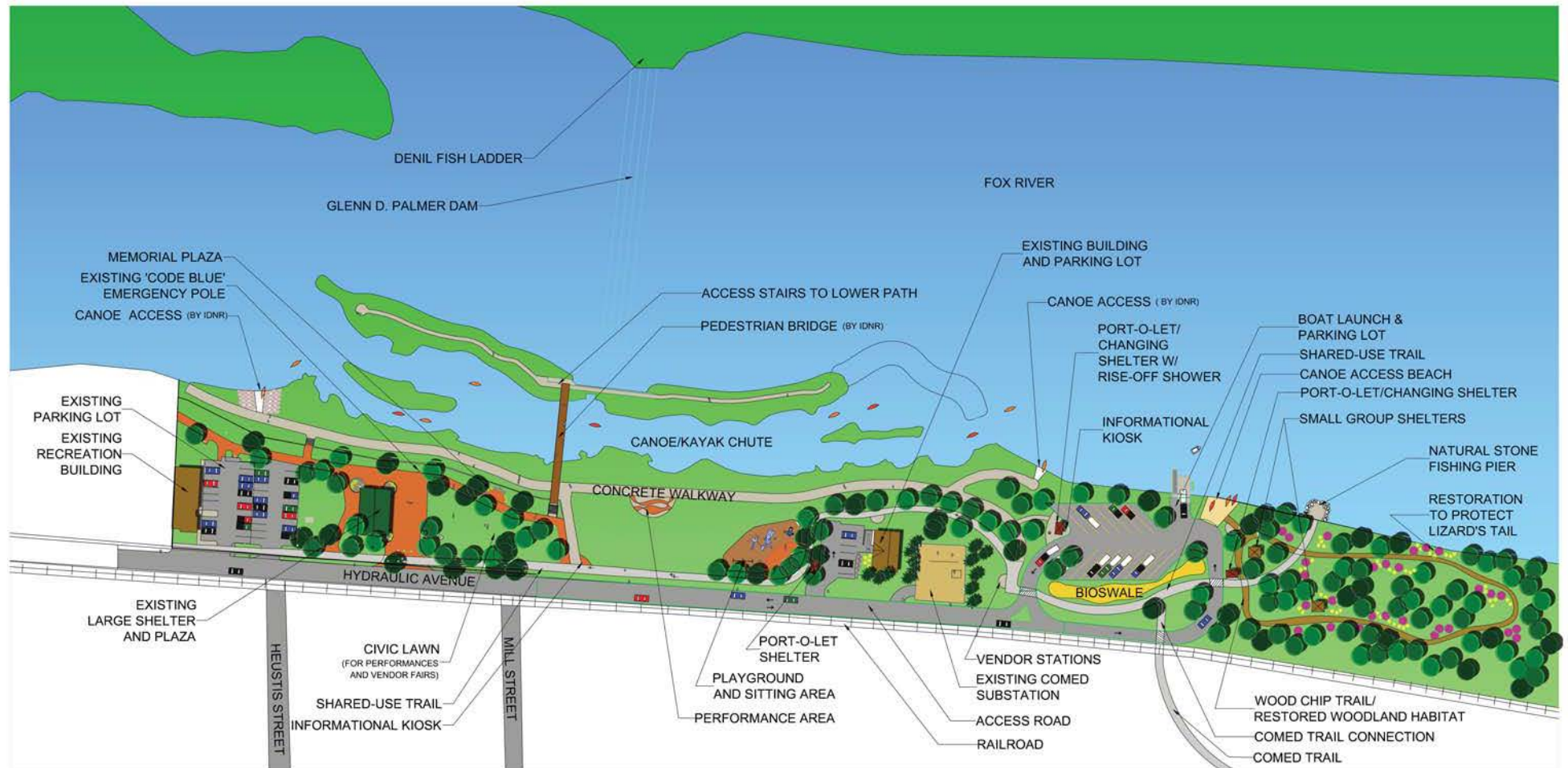
The third option of doing nothing is not a viable option if the City wants the playground area to be accessible to the public in the future. If the City did not want to develop Riverfront Park, the area could be cordoned off and the City's risk would be somewhat mitigated. Given that the City has grand plans for Riverfront Park and downtown development in the future, we do not recommend this.

## **Recommendation**

Tim Evan's recommendation and my recommendation is that Option 1 should be pursued. We have not discussed in depth whether we would accept the single quote from Terracon and move forward immediately, or whether we would bid the project out (potentially delaying the development of the park by a few more months). If the City Council and Park Board agrees with the recommendation that Option 1 should be pursued, we would subsequently have that conversation. Funding for the project could be through a variety of methods, including extra funds from Parks and Recreation and Land Cash, deficit spending within the downtown TIF fund, and/or a short term loan from another fund.

# BICENTENNIAL RIVERFRONT PARK

## CONCEPTUAL SITE DESIGN



**United City of Yorkville**  
800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
Fax: 630-553-3436



**Yorkville Parks & Recreation Dept.**  
202 E. Countryside Parkway  
Yorkville, Illinois 60560  
Telephone: 630-553-2582  
Fax: 630-553-2644

CONCEPTUAL PLAN

SCALE 1"=60'-0"

MARCH 3, 2011

DRAWN BY: LAURA SCHRAW



NORTH

S' To Tracks ↑

22' Roadway

ComEd Pole → ●

ComEd Pole → ●

18'

8' Paved Trail

Landscape Buffer

5' ↓

← 102' →

Brick Sitting Area w/ Benches

47' ↓

Playground

Brick Sitting Area w/ 20 Tables

10' 12' 12'

Paved Drive

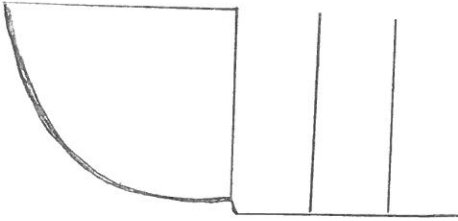
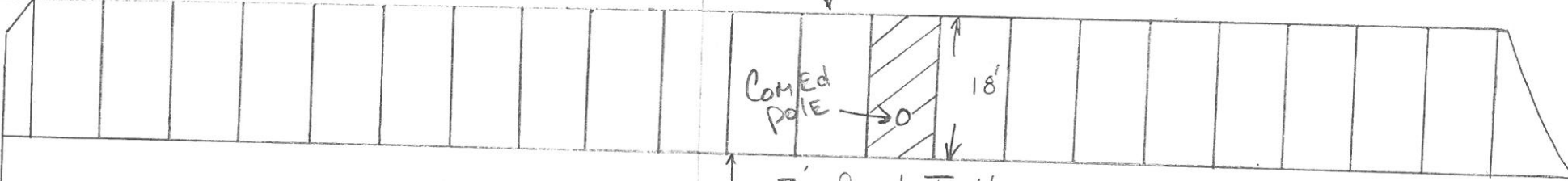
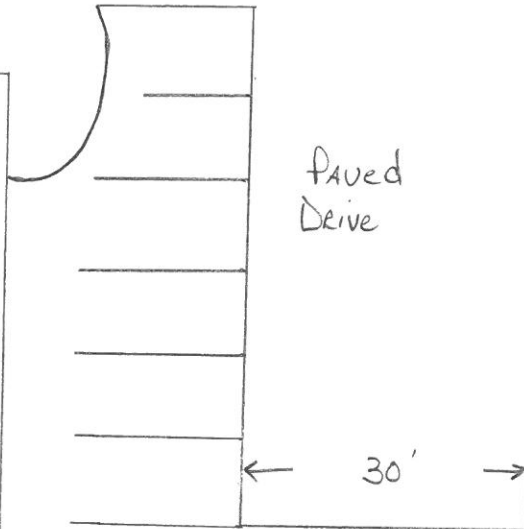
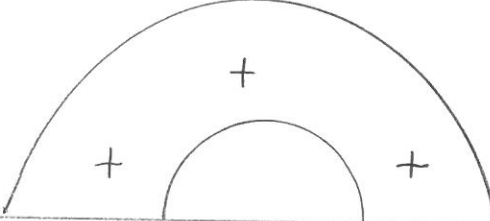
30' →

12' Concrete Walk

River

1" = 20'

YAC Shack





2

2

2

2

1

1

2

1

1

2

E Hydraulic St

© 2016 Google

Google earth



1998

Imagery Date: 9/20/2015 41°38'32.08" N 88°26'35.18" W elev 581 ft eye alt 1405 ft



## LEGEND

- - - - - APPROXIMATE RIVERFRONT  
PARK BOUNDARY  

+
APPROXIMATE BORING  
LOCATION

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr:	MDW	Project No.	11167327
Drawn By:	JSL	Scale:	AS SHOWN
Checked By:	MRF/MDW	File No.	ESE11167327-1
Approved By:	MDW	Date:	OCT. 2016

**Terracon**  
Consulting Engineers and Scientists

135 Ambassador Drive Naperville, Illinois 60540  
(630) 717-4263 (630) 357-9489

SITE DIAGRAM	EXHIBIT
ENVIRONMENTAL SOIL EVALUATION PROPOSED RIVERFRONT PARK 131 EAST HYDRAULIC AVENUE YORKVILLE, ILLINOIS	1

October 20, 2016



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

Attn: Mr. Tim Evans

Re: **Environmental Soil Evaluation Services Report**  
Riverfront Park  
131 East Hydraulic Ave  
Yorkville, Illinois  
Terracon Project No.: 11167327

Dear Mr. Evans:

Terracon Consultants, Inc. (Terracon) is pleased to submit this Environmental Soil Evaluation Report for the above referenced site. This evaluation was performed in general accordance with Terracon proposal No. P11167327, dated September 23, 2016, and your authorization to proceed on September 26, 2016.

The purpose of the evaluation was characterize previously excavated soil from park construction for proper disposal and to conduct a limited evaluation of impact within the eastern portion of the park. The evaluation included collection of soil samples for field screening and laboratory analysis and comparison of the analytical results to IEPA Tier 1 soil remediation objectives outlined in 35 IAC Part 742 (TACO).

## 1.0 PROJECT INFORMATION

The project site consists of a proposed playground in Riverfront Park generally located at 131 East Hydraulic Ave in Yorkville, Illinois (site). Terracon understands that construction of the proposed playground includes installation of equipment post foundations and surficial grading. Terracon understands that up to approximately 1,000 cubic yards of soil will be generated during site work. Personnel from the City reported that during excavation for post foundations a petroleum odor was noted in the eastern portion of the proposed playground. The City has stockpiled the impacted soils encountered temporarily on-site.

Terracon conducted a limited evaluation of site soils at sample locations directed by the City. The results are provided in this report. Personnel from the United City of Yorkville's park district utilized

Terracon Consultants, Inc. 135 Ambassador Drive Naperville, IL 60540  
P (630) 717-4263 F (630) 357-9489 [www.terracon.com](http://www.terracon.com)

Environmental



Facilities



Geotechnical



Materials

a solid stem auger mounted on a skid steer to advance four borings to 3 feet. The site soil generally consisted of brown sand and gravel fill, trace clayey sand, black stained sands and petroleum-like odors to approximately 3 feet below existing grade, the maximum depth of exploration.

## **1.1 Standard of Care**

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal.

## **1.2 Additional Scope Limitations**

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, non-detectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this evaluation. If these conditions arise during the course of this project, you should halt excavation activities and the suspect soil/fill should be re-evaluated to determine the appropriate soil/fill disposal options. Subsurface conditions may vary from those encountered at specific borings or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

## **1.3 Reliance**

This report has been prepared for the exclusive use of the United City of Yorkville and any authorization for use or reliance by any other party is prohibited without the express written authorization of the United City of Yorkville and Terracon. Reliance by authorized parties will be subject to the terms, conditions and limitations stated in the proposal, report, and Terracon's agreement for services. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to the United City of Yorkville and all relying parties unless otherwise agreed in writing.

## **2.0 SAMPLE COLLECTION**

On September 27, 2016, a Terracon field representative mobilized to the site to collect soil samples from the project area.

Soil samples were observed for visual indications of contamination and screened with a photoionization detector (PID) to aid in identification of the relative presence/absence of volatile organic vapors (VOVs). Field PID and screening indicated readings above ambient background in each of the four borings at each 1 foot interval. PID readings in A-1 to A-4 ranged from approximately 2.1 ppm to 1,312 ppm. Discrete soil samples were selected from the auger locations (WC-1, A-1, A-2, A-3 and A-4) in the eastern portion of the proposed playground for laboratory analysis as representative of excavated materials generated from construction activities.

The four soil samples were submitted to First Environmental Laboratories of Naperville, Illinois (a National Environmental Laboratory Accreditation Program-accredited laboratory) under standard chain-of-custody protocols, in laboratory provided glassware. The samples were analyzed for the volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), Resource Conservation and Recovery Act (RCRA) metals and pH.

One additional “composite” sample of soil from the noted location was also collected and submitted for waste characterization sampling. This sample was submitted to the laboratory and run for pH, Flashpoint, Paint Filter, toxicity characteristic leaching procedure (TCLP) Metals (8), TCLP VOCs, TCLP semi-volatile organic compounds (SVOCs), and polychlorinated biphenyls (PCBs) noted by the City’s selected disposal company.

## **3.0 LABORATORY AND ANALYTICAL RESULTS**

Laboratory analytical results were compared to the Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives (SROs). Analytical results are tabulated in comparison to the SROs in Tables 1 through 4 attached to this report. The laboratory analytical report is also provided as an attachment to this report.

As outlined in Tables 1 through 4, analytical results indicated exceedances of the Tier 1 ROs for the Class I Soil Component of the Groundwater Ingestion Route RO, construction worker inhalation, residential ingestion, and residential inhalation exposure pathways. A summary of the constituents that exceeded at least one RO is provided below:

- Volatile Organic Compounds – Benzene, bromomethane, carbon tetrachloride, chloromethane, dibromochloromethane, 1,2-dichloroethane, 1,1-dichloroethene, 1,2-dichloropropane, 1,3-dichloropropene (cis+trans), 2-hexanone, methylene chloride, tetrachloroethene, trichloroethene, 1,1,2-trichloroethane and vinyl chloride exceeded

their Tier 1 ROs in samples A-1 and A-4. Ethylbenzene and total xylenes also exceeded their Tier 1 ROs in sample A-4.


- Polynuclear Aromatic Hydrocarbons – Naphthalene exceeded their Tier 1 ROs in samples A-1 and A-4.
- RCRA Metals – Mercury exceeded a Tier 1 RO in sample A-3. Chromium exceeded a Tier 1 RO in sample A-4.


## **4.0 CONCLUSIONS**


Terracon conducted an environmental evaluation of soil proposed to be removed from the project area. Based on the analytical results, exceedances of the Tier 1 ROs for the soil component of the groundwater ingestion (Class I), construction worker inhalation, residential ingestion, and residential inhalation exposure pathways were identified.

Terracon appreciates the opportunity to be of continued service to the United City of Yorkville. If you have any questions or comments pertaining to the material presented herein, please contact the undersigned at (630) 717 4263.

Sincerely,  
**Terracon Consultants, Inc.**

  
for Emily C. Ross  
Field Geologist

  
Linda Yang, P.G.  
Senior Principal/Vice President

  
Matt Weiss, P.G.  
Project Manager

**Table 1 - Terracon Soil Analytical Results - VOCs**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives					Sample Identification	A-1 (2-3)	A-2 (2-3)	A-3 (2-3)	A-4 (2-3)
		Residential Properties		Construction Workers		Soil Component of the Groundwater Ingestion Route	Sample Depth (feet)	2-3'	2-3'	2-3'	2-3'
							Date Collected	9/27/2016	9/27/2016	9/27/2016	9/27/2016
		Ingestion	Inhalation	Ingestion	Inhalation	Class I					
Volatile Organic Analytical Parameters											
Benzene	mg/kg	12	0.8	2,300	2.2	0.03		5.42	<0.005	0.0052	7.32
Toluene	mg/kg	16,000	650	410,000	42	12		0.563	<0.005	<0.005	1.18
Ethylbenzene	mg/kg	7,800	400	20,000	58	13		5.87	<0.005	<0.005	32.6
Xylenes (total)	mg/kg	16,000	320	41,000	5.6	150		4.23	<0.005	<0.005	90.2
Methyl Tertiary-Butyl Ether	mg/kg	780	8,800	2,000	140	0.32		<0.32	<0.005	<0.005	<0.32
Acetone	mg/kg	70,000	100,000	---	100,000	25		<20	<0.2	<0.2	<20
Bromodichloromethane	mg/kg	10	3,000	2,000	3,000	0.6		<0.5	<0.005	<0.005	<0.5
Bromoform	mg/kg	81	53	16,000	140	0.8		<0.5	<0.005	<0.005	<0.5
Bromomethane	mg/kg	110	10	1,000	3.9	0.2		<1	<0.01	<0.01	<1
2-Butanone	mg/kg	47,000	25,000	120,000	730	17		<10	<0.1	<0.1	<10
Carbon Disulfide	mg/kg	7,800	720	20,000	9.0	32		<0.5	<0.005	<0.005	<0.5
Carbon Tetrachloride	mg/kg	5.0	0.3	410	0.9	0.07		<0.5	<0.005	<0.005	<0.5
Chlorobenzene	mg/kg	1,600	130	4,100	1.3	1.0		<0.5	<0.005	<0.005	<0.5
Chloroethane	mg/kg	31,000	1,500	82,000	94	15		<1	<0.01	<0.01	<1
Chloroform	mg/kg	100	0.3	2,000	0.76	0.6		<0.5	<0.005	<0.005	<0.5
Chloromethane	mg/kg	310	110	820	1.1	0.14		<1	<0.01	<0.01	<1
cis-1,2-Dichloroethene	mg/kg	780	1,200	20,000	1,200	0.4		<0.4	<0.005	<0.005	<0.4
Dibromochloromethane	mg/kg	1,600	1,300	41,000	1,300	0.4		<0.5	<0.005	<0.005	<0.5
1,1-Dichloroethane	mg/kg	7,800	1,300	200,000	130	23		<0.5	<0.005	<0.005	<0.5
1,2-Dichloroethane	mg/kg	7.0	0.4	1,400	0.99	0.02		<0.5	<0.005	<0.005	<0.5
1,1-Dichloroethene	mg/kg	3,900	290	10,000	3.0	0.06		<0.5	<0.005	<0.005	<0.5
1,2-Dichloropropane	mg/kg	9.0	15	1,800	0.5	0.03		<0.5	<0.005	<0.005	<0.5
1,3-Dichloropropene (cis + trans)	mg/kg	6.4	1.1	1,200	0.39	0.005		<0.4	<0.004	<0.004	<0.4
2-Hexanone	mg/kg	3,100	70	8,200	0.72	1.3		<1	<0.01	<0.01	<1
4-Methyl-2-pentanone	mg/kg	---	3,100	---	340	2.5		<1	<0.01	<0.01	<1
Methylene Chloride	mg/kg	85	13	12,000	34	0.02		<2	<0.02	<0.02	<2
Styrene	mg/kg	16,000	1,500	41,000	430	4.0		<0.5	<0.005	<0.005	<0.5
1,1,2,2-Tetrachloroethane	mg/kg	4,700	2,000	12,000	2,000	3.3		<0.5	<0.005	<0.005	<0.5
Tetrachloroethene	mg/kg	12	11	2,400	28	0.06		<0.5	<0.005	<0.005	<0.5
trans-1,2-Dichloroethene	mg/kg	1,600	3,100	41,000	3,100	0.7		<0.5	<0.005	<0.005	<0.5
Trichloroethene	mg/kg	58	5.0	1,200	12	0.06		<0.5	<0.005	<0.005	<0.5
1,1,1-Trichloroethane	mg/kg	---	1,200	---	1,200	2.0		<0.5	<0.005	<0.005	<0.5
1,1,2-Trichloroethane	mg/kg	310	1,800	8,200	1,800	0.02		<0.5	<0.005	<0.005	<0.5
Vinyl Chloride	mg/kg	0.46	0.28	170	1.1	0.01		<1	<0.01	<0.01	<1

**Table 2 - Terracon Soil Analytical Results - PNAs**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives						Background	Sample Identification	A-1 (2-3)	A-2 (2-3)	A-3 (2-3)	A-4 (2-3)
		Residential Properties		Construction Workers		Soil Component of the Groundwater Ingestion Route	ADL		Sample Depth (feet)	2-3'	2-3'	2-3'	2-3'
									Date Collected	9/27/2016	9/27/2016	9/27/2016	9/27/2016
		Ingestion	Inhalation	Ingestion	Inhalation	Class I	MSAs						
Polynuclear Aromatic Hydrocarbons													
Acenaphthene	mg/kg	4,700	---	120,000	---	570	*	0.13		4.61	<0.05	<0.05	3.16
Acenaphthylene	mg/kg	2,300	---	61,000	---	85	---	0.07		<0.5	<0.05	<0.05	<0.5
Anthracene	mg/kg	23,000	---	610,000	---	12,000	*	0.4		1.32	<0.05	<0.05	1.08
Benzo(a)anthracene	mg/kg	0.9	---	170	---	2.0	*	1.8		<0.087	0.0205	0.0142	<0.087
Benzo(a)pyrene	mg/kg	0.09	---	17	---	8.0	*	2.1		<0.15	0.018	<0.015	<0.15
Benzo(b)fluoranthene	mg/kg	0.9	---	170	---	5.0	*	2.1		<0.11	0.014	<0.011	<0.11
Benzo(g,h,i)perylene	mg/kg	2,300	---	61,000	---	27,000	---	1.7		<0.5	<0.05	<0.05	<0.5
Benzo(k)fluoranthene	mg/kg	9.0	---	1,700	---	49	*	1.7		<0.11	0.014	<0.011	<0.11
Chrysene	mg/kg	88	---	17,000	---	160	*	2.7		<0.5	<0.05	<0.05	<0.5
Dibenzo(a,h)anthracene	mg/kg	0.09	---	17	---	2.0	*	0.42		<0.2	<0.02	<0.02	<0.2
Fluoranthene	mg/kg	3,100	---	82,000	---	4,300	*	4.1		0.288	<0.05	<0.05	0.183
Fluorene	mg/kg	3,100	---	82,000	---	560	*	0.18		9.23	<0.05	<0.05	5.49
Indeno(1,2,3-c,d)pyrene	mg/kg	0.9	---	170	---	14	*	1.6		<0.29	<0.029	<0.029	<0.29
Naphthalene	mg/kg	1,600	170	4,100	1.8	12	*	0.2		2.14	0.026	<0.025	31.4
Phenanthrene	mg/kg	2,300	---	61,000	---	200	---	2.5		14.4	<0.05	<0.05	8.65
Pyrene	mg/kg	2,300	---	61,000	---	4,200	*	3.0		<0.5	<0.05	<0.05	0.283

**Table 3 - Terracon Soil Analytical Results - RCRA Metals**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives				Background	Sample Identification	A-1 (2-3)	A-2 (2-3)	A-3 (2-3)	A-4 (2-3)
		Residential Properties		Construction Workers			Sample Depth (feet)	2-3'	2-3'	2-3'	2-3'
							Date Collected	9/27/2016	9/27/2016	9/27/2016	9/27/2016
		Ingestion	Inhalation	Ingestion	Inhalation		MSAs				
RCRA Metals											
Arsenic	mg/kg	13	750	61	25,000	13		4.5	6.3	8.1	8.5
Barium	mg/kg	5,500	690,000	14,000	870,000	110		129	140	125	130
Cadmium	mg/kg	78	1,800	200	59,000	0.6		<0.5	<0.5	<0.5	<0.5
Chromium, total	mg/kg	230	270	4,100	690	16.2		13.5	13.5	15.2	21.7
Lead	mg/kg	400	---	700	---	36		26.7	12.6	28.3	16.4
Mercury	mg/kg	23	10	61	0.1	0.06		<0.05	0.09	0.21	0.07
Selenium	mg/kg	390	---	1,000	---	0.48		<1.0	<1.0	<1.0	<1.0
Silver	mg/kg	390	---	1,000	---	0.55		0.3	0.3	0.4	0.4

**Table 4 - Terracon Soil Analytical Results - pH Specific Compounds**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	Background	pH-Specific Tier 1 SROs Soil Component to Groundwater			Sample Identification	A-1 (2-3)	A-2 (2-3)	A-3 (2-3)	A-4 (2-3)
			Class 1							
			6.9	7.25	8.75					
		MSAs	7.24	7.74	9	Date Collected	9/27/2016	9/27/2016	9/27/2016	9/27/2016
pH-Specific Compounds						pH	7.08	7.24	7.62	8.86
Arsenic	mg/kg	13	29	30	33		4.5	6.3	8.1	8.5
Barium	mg/kg	110	1,700	1,800	---		129	140	125	130
Cadmium	mg/kg	0.6	11	59	---		<0.5	<0.5	<0.5	<0.5
Chromium, total *	mg/kg	16.2	36	32	21		13.5	13.5	15.2	21.7
Lead	mg/kg	36	107	107	282		26.7	12.6	28.3	16.4
Mercury	mg/kg	0.06	3.3	6.4	---		<0.05	0.09	0.21	0.07
Selenium	mg/kg	0.48	4.5	3.3	1.3		<1.0	<1.0	<1.0	<1.0
Silver	mg/kg	0.55	13	39	---		0.3	0.3	0.4	0.4

## Table Notes

Remediation Objectives from 35 Illinois Administrative Code Chapter 742: *Tiered Approach to Corrective Action Objectives* (TACO).

Remediation Objectives for Non-TACO compounds from Illinois Environmental Protection Agency's (IEPA's) web site (<http://www.epa.state.il.us/land/taco/chemicals-not-in-taco-tier-1-tables.html>).

mg/kg = milligrams per kilogram, generally equivalent to ppm

-- = Sample not analyzed for this constituent


--- = No IEPA Remediation Objective for this exposure route.

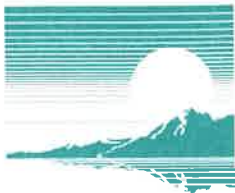
**Bold** = Laboratory reporting limits above TACO RO.

*Italicized* Tier 1 ROs were changed to laboratory Accepted Detection Limits (ADL) per 35 IAC 742.510 a) 8.

\* In pH-specific table, hexavalent chromium used as RO for total chromium to allow for a conservative comparison.

\*\* In pH-specific table, samples with no laboratory pH were analysed using the average from other samples from the same subsurface level

 = Highlighted cell indicates exceedance of Tier 1 Remediation Objective value.  
Background considered SRO value for many PNA constituents.



**First  
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Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

October 04, 2016

Mr. Matt Weiss

**TERRACON CONSULTANTS, INC.**

135 Ambassador Drive

Naperville, IL 60540

Project ID: 11167327

First Environmental File ID: 16-5474

Date Received: September 27, 2016

Dear Mr. Matt Weiss:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003811: effective 02/17/2016 through 02/28/2017.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,



Stan Zaworski  
Project Manager



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**Case Narrative**

**TERRACON CONSULTANTS, INC.**

Lab File ID: **16-5474**

Project ID: **11167327**

Date Received: **September 27, 2016**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
16-5474-001	A-1 (2-3)	9/27/2016 8:45
16-5474-002	A-2 (2-3)	9/27/2016 9:15
16-5474-003	A-3 (2-3)	9/27/2016 9:30
16-5474-004	A-4 (2-3)	9/27/2016 10:00

**Sample Batch Comments:**

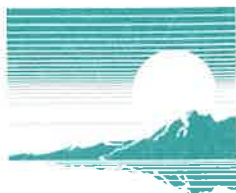
Sample acceptance criteria were met.

**Method Comments**

Lab Number	Sample ID	Comments:
16-5474-001	A-1 (2-3)	<i>Polynuclear Aromatic Hydrocarbons</i> The reporting limits are elevated due to matrix interference.
16-5474-001	A-1 (2-3)	<i>Volatile Organic Compounds</i> The reporting limits are elevated due to matrix interference.
16-5474-004	A-4 (2-3)	<i>Polynuclear Aromatic Hydrocarbons</i> The reporting limits are elevated due to matrix interference.
16-5474-004	A-4 (2-3)	<i>Volatile Organic Compounds</i> The reporting limits are elevated due to matrix interference.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
<	Analyte not detected at or above the reporting limit.	L	LCS recovery outside control limits.
C	Sample received in an improper container for this test.	M	MS recovery outside control limits; LCS acceptable.
D	Surrogates diluted out; recovery not available.	P	Chemical preservation pH adjusted in lab.
E	Estimated result; concentration exceeds calibration range.	Q	Result was determined by a GC/MS database search.
G	Surrogate recovery outside control limits.	S	Analysis was subcontracted to another laboratory.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-1 (2-3)

**Sample No:** 16-5474-001

**Date Collected:** 09/27/16

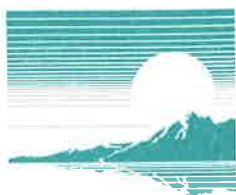
**Time Collected:** 8:45

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 09/28/16				
Total Solids	80.11		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Acetone	< 20,000	200	ug/kg	
Benzene	5,420	5.0	ug/kg	
Bromodichloromethane	< 500	5.0	ug/kg	
Bromoform	< 500	5.0	ug/kg	
Bromomethane	< 1,000	10.0	ug/kg	
2-Butanone (MEK)	< 10,000	100	ug/kg	
Carbon disulfide	< 500	5.0	ug/kg	
Carbon tetrachloride	< 500	5.0	ug/kg	
Chlorobenzene	< 500	5.0	ug/kg	
Chlorodibromomethane	< 500	5.0	ug/kg	
Chloroethane	< 1,000	10.0	ug/kg	
Chloroform	< 500	5.0	ug/kg	
Chloromethane	< 1,000	10.0	ug/kg	
1,1-Dichloroethane	< 500	5.0	ug/kg	
1,2-Dichloroethane	< 500	5.0	ug/kg	
1,1-Dichloroethene	< 500	5.0	ug/kg	
cis-1,2-Dichloroethene	< 400	5.0	ug/kg	
trans-1,2-Dichloroethene	< 500	5.0	ug/kg	
1,2-Dichloropropane	< 500	5.0	ug/kg	
cis-1,3-Dichloropropene	< 400	4.0	ug/kg	
trans-1,3-Dichloropropene	< 400	4.0	ug/kg	
Ethylbenzene	5,870	5.0	ug/kg	
2-Hexanone	< 1,000	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 320	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 1,000	10.0	ug/kg	
Methylene chloride	< 2,000	20.0	ug/kg	
Styrene	< 500	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 500	5.0	ug/kg	
Tetrachloroethene	< 500	5.0	ug/kg	
Toluene	563	5.0	ug/kg	
1,1,1-Trichloroethane	< 500	5.0	ug/kg	
1,1,2-Trichloroethane	< 500	5.0	ug/kg	
Trichloroethene	< 500	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-1 (2-3)

**Sample No:** 16-5474-001

**Date Collected:** 09/27/16

**Time Collected:** 8:45

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Vinyl acetate	< 1,000	10.0	ug/kg	
Vinyl chloride	< 1,000	10.0	ug/kg	
Xylene, Total	4,230	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 10/03/16				
<b>Preparation Method 3546</b>				
Preparation Date: 09/29/16				
Acenaphthene	4,610	50	ug/kg	
Accnaphthylene	< 500	50	ug/kg	
Anthracene	1,320	50	ug/kg	
Benzo(a)anthracene	< 87.0	8.7	ug/kg	
Benzo(a)pyrene	< 150	15	ug/kg	
Benzo(b)fluoranthene	< 110	11	ug/kg	
Benzo(k)fluoranthene	< 110	11	ug/kg	
Benzo(ghi)perylene	< 500	50	ug/kg	
Chrysene	< 500	50	ug/kg	
Dibenzo(a,h)anthracene	< 200	20	ug/kg	
Fluoranthene	288	50	ug/kg	
Fluorene	9,230	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 290	29	ug/kg	
Naphthalene	2,140	25	ug/kg	
Phenanthrene	14,400	50	ug/kg	
Pyrene	< 500	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3050B</b>				
Preparation Date: 09/30/16				
Arsenic	4.5	1.0	mg/kg	
Barium	129	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	13.5	0.5	mg/kg	
Lead	26.7	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	0.3	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 09/30/16				
Mercury	< 0.05	0.05	mg/kg	M



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1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-1 (2-3)

**Sample No:** 16-5474-001

**Date Collected:** 09/27/16

**Time Collected:** 8:45

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D 2004				
Analysis Date: 10/04/16 13:00				
pH @ 25°C, 1:2	7.08		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-2 (2-3)

**Sample No:** 16-5474-002

**Date Collected:** 09/27/16

**Time Collected:** 9:15

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 09/28/16				
Total Solids	81.66		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-2 (2-3)

**Sample No:** 16-5474-002

**Date Collected:** 09/27/16

**Time Collected:** 9:15

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3546</b>				
Preparation Date: 09/29/16				
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	20.5	8.7	ug/kg	
Benzo(a)pyrene	18	15	ug/kg	
Benzo(b)fluoranthene	14	11	ug/kg	
Benzo(k)fluoranthene	14	11	ug/kg	
Benzo(ghi)perylene	< 50	50	ug/kg	
Chrysene	< 50	50	ug/kg	
Dibenzo(a,h)anthracene	< 20	20	ug/kg	
Fluoranthene	< 50	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 29	29	ug/kg	
Naphthalene	26	25	ug/kg	
Phenanthrene	< 50	50	ug/kg	
Pyrene	< 50	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3050B</b>				
Preparation Date: 09/30/16				
Arsenic	6.3	1.0	mg/kg	
Barium	140	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	13.5	0.5	mg/kg	
Lead	12.6	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	0.3	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 09/30/16				
Mercury	0.09	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-2 (2-3)

**Sample No:** 16-5474-002

**Date Collected:** 09/27/16

**Time Collected:** 9:15

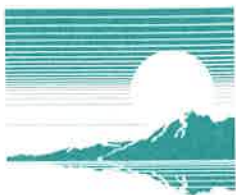
**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/04/16 13:00				
pH @ 25°C, 1:2	7.24		Units	

**Method: 9045D 2004**



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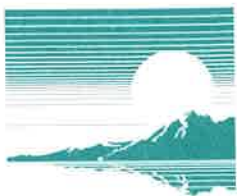
**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.  
**Project ID:** 11167327  
**Sample ID:** A-3 (2-3)  
**Sample No:** 16-5474-003

**Date Collected:** 09/27/16  
**Time Collected:** 9:30  
**Date Received:** 09/27/16  
**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 09/28/16				
Total Solids	81.69		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Acetone	< 200	200	ug/kg	
Benzene	5.2	5.0	ug/kg	
Dromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-3 (2-3)

**Sample No:** 16-5474-003

**Date Collected:** 09/27/16

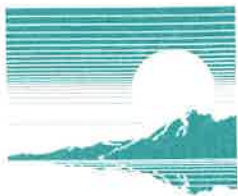
**Time Collected:** 9:30

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3546</b>				
Preparation Date: 09/29/16				
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	14.2	8.7	ug/kg	
Benzo(a)pyrene	< 15	15	ug/kg	
Benzo(b)fluoranthene	< 11	11	ug/kg	
Benzo(k)fluoranthene	< 11	11	ug/kg	
Benzo(ghi)perylene	< 50	50	ug/kg	
Chrysene	< 50	50	ug/kg	
Dibenzo(a,h)anthracene	< 20	20	ug/kg	
Fluoranthene	< 50	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 29	29	ug/kg	
Naphthalene	< 25	25	ug/kg	
Phenanthrene	< 50	50	ug/kg	
Pyrene	< 50	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3050B</b>				
Preparation Date: 09/30/16				
Arsenic	8.1	1.0	mg/kg	
Barium	125	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	15.2	0.5	mg/kg	
Lead	28.3	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	0.4	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 09/30/16				
Mercury	0.21	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-3 (2-3)

**Sample No:** 16-5474-003

**Date Collected:** 09/27/16

**Time Collected:** 9:30

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b>				
<b>Method: 9045D 2004</b>				
Analysis Date: 10/04/16 13:00				
pH @ 25°C, 1:2	7.62		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-4 (2-3)

**Sample No:** 16-5474-004

**Date Collected:** 09/27/16

**Time Collected:** 10:00

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

<b>Analyte</b>	<b>Result</b>	<b>R.L.</b>	<b>Units</b>	<b>Flags</b>
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 09/28/16				
Total Solids	79.52		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Acetone	< 20,000	200	ug/kg	
Benzene	7,320	5.0	ug/kg	
Bromodichloromethane	< 500	5.0	ug/kg	
Bromoform	< 500	5.0	ug/kg	
Bromomethane	< 1,000	10.0	ug/kg	
2-Butanone (MEK)	< 10,000	100	ug/kg	
Carbon disulfide	< 500	5.0	ug/kg	
Carbon tetrachloride	< 500	5.0	ug/kg	
Chlorobenzene	< 500	5.0	ug/kg	
Chlorodibromomethane	< 500	5.0	ug/kg	
Chloroethane	< 1,000	10.0	ug/kg	
Chloroform	< 500	5.0	ug/kg	
Chloromethane	< 1,000	10.0	ug/kg	
1,1-Dichloroethane	< 500	5.0	ug/kg	
1,2-Dichloroethane	< 500	5.0	ug/kg	
1,1-Dichloroethene	< 500	5.0	ug/kg	
cis-1,2-Dichloroethene	< 400	5.0	ug/kg	
trans-1,2-Dichloroethene	< 500	5.0	ug/kg	
1,2-Dichloropropane	< 500	5.0	ug/kg	
cis-1,3-Dichloropropene	< 400	4.0	ug/kg	
trans-1,3-Dichloropropene	< 400	4.0	ug/kg	
Ethylbenzene	32,600	5.0	ug/kg	
2-Hexanone	< 1,000	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 320	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 1,000	10.0	ug/kg	
Methylene chloride	< 2,000	20.0	ug/kg	
Styrene	< 500	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 500	5.0	ug/kg	
Tetrachloroethene	< 500	5.0	ug/kg	
Toluene	1,180	5.0	ug/kg	
1,1,1-Trichloroethane	< 500	5.0	ug/kg	
1,1,2-Trichloroethane	< 500	5.0	ug/kg	
Trichloroethene	< 500	5.0	ug/kg	



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IL ELAP / NELAC Accreditation # 100292

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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-4 (2-3)

**Sample No:** 16-5474-004

**Date Collected:** 09/27/16

**Time Collected:** 10:00

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 09/30/16				
Vinyl acetate	< 1,000	10.0	ug/kg	
Vinyl chloride	< 1,000	10.0	ug/kg	
Xylene, Total	90,200	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 10/03/16				
<b>Preparation Method 3546</b>				
Preparation Date: 09/29/16				
Acenaphthene	3,160	50	ug/kg	
Acenaphthylene	< 500	50	ug/kg	
Anthracene	1,080	50	ug/kg	
Benzo(a)anthracene	< 87.0	8.7	ug/kg	
Benzo(a)pyrene	< 150	15	ug/kg	
Benzo(b)fluoranthene	< 110	11	ug/kg	
Benzo(k)fluoranthene	< 110	11	ug/kg	
Benzo(ghi)perylene	< 500	50	ug/kg	
Chrysene	< 500	50	ug/kg	
Dibenzo(a,h)anthracene	< 200	20	ug/kg	
Fluoranthene	183	50	ug/kg	
Fluorene	5,490	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 290	29	ug/kg	
Naphthalene	31,400	25	ug/kg	
Phenanthrene	8,650	50	ug/kg	
Pyrene	283	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 09/30/16				
<b>Preparation Method 3050B</b>				
Preparation Date: 09/30/16				
Arsenic	8.5	1.0	mg/kg	
Barium	130	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	
Chromium	21.7	0.5	mg/kg	
Lead	16.4	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	0.4	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 09/30/16				
Mercury	0.07	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-4 (2-3)

**Sample No:** 16-5474-004

**Date Collected:** 09/27/16

**Time Collected:** 10:00

**Date Received:** 09/27/16

**Date Reported:** 10/04/16

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D 2004				
Analysis Date: 10/04/16 13:00				
pH @ 25°C, 1:2	8.86		Units	



**First  
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Laboratories, Inc.**

**First Environmental Laboratories**

1600 Shore Road, Suite D  
Naperville, Illinois 60563  
Phone: (630) 778-1200 • Fax: (630) 778-1233  
E-mail: firstinfo@firstenv.com  
IEPA Certification #100292

**CHAIN OF CUSTODY RECORD**

Page 1 of 1 pgs

Company Name: Terracon  
Street Address: 135 Ambassador Drive  
City: Naperville State: IL Zip: 60540  
Phone: 630-445-0160 e-mail: matt.weiss@terracon.com  
Send Report To: Matt Weiss  
Sampled By: Ryan J Peterson

**Analyses**

Matrix Codes: S = Soil W = Water O = Other			Analyses								Comments	Lab I.D.
Date/Time Taken	Sample Description	Matrix	VOLs	SVOCs/PNAs	RCRA 8 Metals	PH						
7/27 845	A-1 (2-3)	S	X	X	X	X						110-5474-001
- 915	A-2 (2-3)	S	X	X	X	X						002
- 930	A-3 (2-3)	S	X	X	X	X						003
- 1000	A-4 (2-3)	S	X	X	X	X						004

**FOR LAB USE ONLY:**

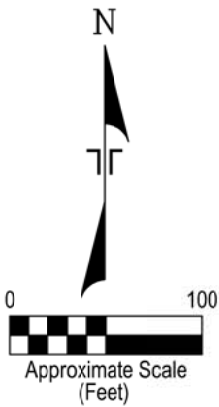
Cooler Temperature: 0.1-6°C Yes No 9 °C  
Received within 6 hrs. of collection:    
Ice Present: Yes No

Sample Refrigerated: Yes No  
Refrigerator Temperature:   °C  
5035 Vials Frozen: Yes No  
Freezer Temperature:   °C

Program: ☐ TACO ☐ CCDD ☐ NPDES ☐ LUST

Notes and Special Instructions:  

Relinquished By: [Signature] Date/Time 9/27/1330 Received By: [Signature] Date/Time 9/27/16 1330  
Relinquished By:   Date/Time   Received By:   Date/Time



**LEGEND**

--- APPROXIMATE PROPOSED PLAYGROUND AREA

⊕ APPROXIMATE BORING LOCATION

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr: MDW	Project No. 11167327	<div> Consulting Engineers and Scientists</div> <div>135 Ambassador Drive (630) 717-4263</div> <div>Naperville, Illinois 60540 (630) 357-9488</div>	SITE DIAGRAM		EXHIBIT     1
Drawn By: SEG	Scale: AS SHOWN		ENVIRONMENTAL SOIL EVALUATION		
Checked By: MRF/MDW	File No. LSH11167327-1		RIVERFRONT PARK		
Approved By:	Date: JANUARY 2017		131 EAST HYDRAULIC AVENUE		
MDW			YORKVILLE, ILLINOIS		

February 1, 2017



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

Attn: Mr. Tim Evans

Re: **Environmental Soil Evaluation Services Report**  
Riverfront Park  
131 East Hydraulic Avenue  
Yorkville, Illinois  
Terracon Project No.: 11167327

Dear Mr. Evans:

Terracon Consultants, Inc. (Terracon) is pleased to submit this Environmental Soil Evaluation Report for the above referenced site. This evaluation was performed in general accordance with Terracon proposal No. P11167415, dated December 2, 2016, and your authorization to proceed on January 12, 2016.

The purpose of the evaluation was to further characterize soil in three areas surrounding the Riverfront Park at locations determined by the United City of Yorkville (City). The evaluation included collection of soil samples for field screening and laboratory analysis and comparison of the analytical results to IEPA Tier 1 soil remediation objectives outlined in 35 IAC Part 742 (TACO).

## 1.0 PROJECT INFORMATION

The project site consists of three testing areas along the Riverfront Park, generally located at 131 East Hydraulic Ave in Yorkville, Illinois (site). Terracon previously conducted an Environmental Soil Evaluation in a proposed playground area of the park and presented results in a Soil Evaluation Report dated October 20, 2016 (Terracon No. 11167327). The Soil Evaluation Report indicated exceedances of the Illinois Environmental Protection Agency (IEPA) established Tier 1 remediation objectives (ROs) in two samples (A-1 and A-4) collected on the east end of the proposed playground.

Terracon Consultants, Inc. 135 Ambassador Drive Naperville, IL 60540  
P (630) 717-4263 F (630) 357-9489 [www.terracon.com](http://www.terracon.com)

Environmental



Facilities



Geotechnical



Materials

## **1.1 Standard of Care**

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal.

## **1.2 Additional Scope Limitations**

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, non-detectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this evaluation. If these conditions arise during the course of this project, you should halt excavation activities and the suspect soil/fill should be re-evaluated to determine the appropriate soil/fill disposal options. Subsurface conditions may vary from those encountered at specific borings or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

## **1.3 Reliance**

This report has been prepared for the exclusive use of the United City of Yorkville and any authorization for use or reliance by any other party is prohibited without the express written authorization of the United City of Yorkville and Terracon. Reliance by authorized parties will be subject to the terms, conditions and limitations stated in the proposal, report, and Terracon's agreement for services. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to the United City of Yorkville and all relying parties unless otherwise agreed in writing.

## **2.0 SAMPLE COLLECTION**

On January 18, 2017, a Terracon field representative mobilized to the site to collect soil samples from the project area. Personnel from the United City of Yorkville (City) utilized a solid stem auger mounted on a skid steer to advance six borings to 3 feet. Boring locations were determined by City personnel. Site soil generally consisted of brown sand and gravel fill underlain by silty clay

fill to approximately 3 feet below existing grade, the maximum depth of exploration. Soil boring locations are shown on Exhibit 1 attached to this report.

At the direction of the City, soil samples were collected from three separate testing areas within the proposed park. Testing Area 1 included was approximately 400 feet west of the park (A-5 and A-6); Testing Area 2 was approximately 100 feet northeast of the proposed playground area (A-9 and A-10); and Testing Area 3 was approximately 100 feet east of the proposed playground area (A-7 and A-8). A seventh samples was anticipated for Testing Area 1, but the City requested two samples for this Area during field sampling.

Soil samples were observed for visual indications of contamination and screened with a photoionization detector (PID) from the surface to 3 feet below ground surface (bgs) to aid in identification of the relative presence/absence of volatile organic vapors (VOVs). A faint petroleum odor was identified in soil from boring A-8. Elevated PID readings in boring A-8 were detected from approximately 8 ppm to 12 ppm.

The six soil samples were submitted to First Environmental Laboratories of Naperville, Illinois (a National Environmental Laboratory Accreditation Program-accredited laboratory) under standard chain-of-custody protocols, in laboratory provided glassware. The samples were analyzed for the volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), Resource Conservation and Recovery Act (RCRA) metals, and pH.

### **3.0 LABORATORY AND ANALYTICAL RESULTS**

Laboratory analytical results were compared to the Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives (SROs). Analytical results are tabulated in comparison to the SROs in Tables 1 through 4 attached to this report. The laboratory analytical report is also provided as an attachment to this report.

As outlined in Tables 1 through 4, analytical results indicated exceedances of the Tier 1 SROs for the Soil Component of the Class I Groundwater Ingestion, construction worker inhalation, and residential ingestion exposure pathways. A summary of the constituents that exceeded at least one SRO is provided below:

- Volatile Organic Compounds – were not identified above laboratory reporting limits.
- Polynuclear Aromatic Hydrocarbons – Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-c,d)pyrene exceeded the respective Tier 1 SROs for residential ingestion in sample A-8. The benzoenzo(a)anthracene concentration also exceeded the soil component to groundwater SRO for Class I groundwater in sample A-8.

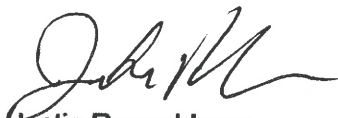
- RCRA Metals – Arsenic exceeded the Tier 1 SRO for residential ingestion in sample A-8; Mercury exceeded the Tier 1 SRO for construction worker inhalation in samples A-5, A-6, A-7, and A-9. Arsenic and Lead exceeded their pH-specific SROs for soil component to Class I groundwater in sample A-9. Cadmium, mercury and selenium had samples exceeding background concentrations with no pH-specific SRO available for comparison based on pH. This applied to samples A-6 and A8 for cadmium, A-6 for mercury, and sample A-8 for selenium.

## 4.0 CONCLUSIONS

Terracon conducted an environmental evaluation of soil proposed to be removed from the project area in six sample locations provided by the City. Based on the analytical results, exceedances of the Tier 1 SROs for the soil component of the groundwater ingestion (Class I), construction worker inhalation, and residential ingestion pathways were identified.

Terracon appreciates the opportunity to be of continued service to the United City of Yorkville. If you have any questions or comments pertaining to the material presented herein, please contact the undersigned at (630) 717-4263.

Sincerely,  
**Terracon Consultants, Inc.**



Justin Rosenblume  
Field Scientist



Linda Yang, P.G.  
Senior Principal/Vice President



Matt Weiss, P.G.  
Project Manager

**Table 1 - Terracon Soil Analytical Results - VOCs**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives					Sample Identification	A-5	A-6	A-7	A-8	A-9	A-10
		Residential Properties		Construction Workers		Soil Component of the Groundwater Ingestion Route	Sample Depth (feet)	2-3'	2-3'	2-3'	2-2.5'	2-3'	2-3'
							Date Collected	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017
		Ingestion	Inhalation	Ingestion	Inhalation	Class I							
Volatile Organic Analytical Parameters													
Benzene	mg/kg	12	0.8	2,300	2.2	0.03		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Toluene	mg/kg	16,000	650	410,000	42	12		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Ethylbenzene	mg/kg	7,800	400	20,000	58	13		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Xylenes (total)	mg/kg	16,000	320	41,000	5.6	150		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Methyl Tertiary-Butyl Ether	mg/kg	780	8,800	2,000	140	0.32		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Acetone	mg/kg	70,000	100,000	---	100,000	25		<0.2	<0.2	<0.2	<0.2	<0.2	<0.2
Bromodichloromethane	mg/kg	10	3,000	2,000	3,000	0.6		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Bromoform	mg/kg	81	53	16,000	140	0.8		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Bromomethane	mg/kg	110	10	1,000	3.9	0.2		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
2-Butanone	mg/kg	---	---	---	---	---		<0.1	<0.1	<0.1	<0.1	<0.1	<0.1
Carbon Disulfide	mg/kg	7,800	720	20,000	9.0	32		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Carbon Tetrachloride	mg/kg	5.0	0.3	410	0.9	0.07		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Chlorobenzene	mg/kg	1,600	130	4,100	1.3	1.0		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Chloroethane	mg/kg	---	---	---	---	---		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Chloroform	mg/kg	100	0.3	2,000	0.76	0.6		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Chloromethane	mg/kg	---	---	---	---	---		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
cis-1,2-Dichloroethene	mg/kg	780	1,200	20,000	1,200	0.4		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Dibromochloromethane	mg/kg	1,600	1,300	41,000	1,300	0.4		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,1-Dichloroethane	mg/kg	7,800	1,300	200,000	130	23		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,2-Dichloroethane	mg/kg	7.0	0.4	1,400	0.99	0.02		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,1-Dichloroethene	mg/kg	3,900	290	10,000	3.0	0.06		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,2-Dichloropropane	mg/kg	9.0	15	1,800	0.5	0.03		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,3-Dichloropropene (cis + trans)	mg/kg	6.4	1.1	1,200	0.39	0.005		<0.004	<0.004	<0.004	<0.004	<0.004	<0.004
2-Hexanone	mg/kg	---	---	---	---	---		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
4-Methyl-2-pentanone	mg/kg	---	---	---	---	---		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01
Methylene Chloride	mg/kg	85	13	12,000	34	0.02		<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Styrene	mg/kg	16,000	1,500	41,000	430	4.0		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,1,2,2-Tetrachloroethane	mg/kg	---	---	---	---	---		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Tetrachloroethene	mg/kg	12	11	2,400	28	0.06		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
trans-1,2-Dichloroethene	mg/kg	1,600	3,100	41,000	3,100	0.7		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Trichloroethene	mg/kg	58	5.0	1,200	12	0.06		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,1,1-Trichloroethane	mg/kg	---	1,200	---	1,200	2.0		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
1,1,2-Trichloroethane	mg/kg	310	1,800	8,200	1,800	0.02		<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
Vinyl Chloride	mg/kg	0.46	0.28	170	1.1	0.01		<0.01	<0.01	<0.01	<0.01	<0.01	<0.01

**Table 2 - Terracon Soil Analytical Results - PNAs**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives						Background	Sample Identification	A-5	A-6	A-7	A-8	A-9	A-10
		Residential Properties		Construction Workers		Soil Component of the Groundwater Ingestion Route	ADL		Sample Depth (feet)	2-3'	2-3'	2-3'	2-2.5'	2-3'	2-3'
										Date Collected	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017
		Ingestion	Inhalation	Ingestion	Inhalation	Class I	MSAs								
Polynuclear Aromatic Hydrocarbons															
Acenaphthene	mg/kg	4,700	---	120,000	---	570	*	0.13		<0.05	0.205	<0.05	0.408	<0.05	<0.05
Acenaphthylene	mg/kg	---	---	---	---	---	---	0.07		<0.05	0.139	<0.05	<0.05	<0.05	<0.05
Anthracene	mg/kg	23,000	---	610,000	---	12,000	*	0.4		<0.05	0.527	<0.05	1.05	0.111	<0.05
Benzo(a)anthracene	mg/kg	0.9	---	170	---	2.0	*	1.8		0.105	1.08	0.104	2.98	0.53	0.0288
Benzo(a)pyrene	mg/kg	0.09	---	17	---	8.0	*	2.1		0.127	0.904	0.099	2.98	0.487	0.035
Benzo(b)fluoranthene	mg/kg	0.9	---	170	---	5.0	*	2.1		0.102	0.75	0.075	3.08	0.37	0.025
Benzo(g,h,i)perylene	mg/kg	---	---	---	---	---	---	1.7		0.1	0.545	0.098	2.13	0.317	<0.05
Benzo(k)fluoranthene	mg/kg	9.0	---	1,700	---	49	*	1.7		0.105	0.75	0.061	2.29	0.292	0.032
Chrysene	mg/kg	88	---	17,000	---	160	*	2.7		0.109	0.871	0.108	2.91	0.507	<0.05
Dibenzo(a,h)anthracene	mg/kg	0.09	---	17	---	2.0	*	0.42		0.022	0.135	<0.02	0.478	0.071	<0.02
Fluoranthene	mg/kg	3,100	---	82,000	---	4,300	*	4.1		0.177	1.72	0.17	6.28	0.739	0.053
Fluorene	mg/kg	3,100	---	82,000	---	560	*	0.18		<0.05	0.194	<0.05	0.471	<0.05	<0.05
Indeno(1,2,3-c,d)pyrene	mg/kg	0.9	---	170	---	14	*	1.6		0.099	0.505	0.061	2.4	0.289	<0.029
Naphthalene	mg/kg	1,600	170	4,100	1.8	12	*	0.2		<0.025	0.241	0.034	0.126	0.051	<0.025
Phenanthrene	mg/kg	---	---	---	---	---	---	2.5		0.081	1.68	0.28	4.08	0.67	<0.05
Pyrene	mg/kg	2,300	---	61,000	---	4,200	*	3.0		0.179	1.51	0.217	5.6	1.13	0.063

Table 3 - Terracon Soil Analytical Results - RCRA Metals  
Environmental Soil Evaluation-Proposed Riverfront Park  
131 E. Hydraulic Ave  
Yorkville, Illinois  
Terracon Project No. 11167327  
Page 1 of 1

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives				Background	Sample Identification	A-5	A-6	A-7	A-8	A-9	A-10
		Residential Properties		Construction Workers			Sample Depth (feet)	2-3'	2-3'	2-3'	2-2.5'	2-3'	2-3'
							Date Collected	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017
		Ingestion	Inhalation	Ingestion	Inhalation		MSAs						
RCRA Metals													
Arsenic	mg/kg	13	750	61	25,000	13		4	7.3	11.8	11.3	48.4	4.6
Barium	mg/kg	5,500	690,000	14,000	870,000	110		94.9	64.7	81.5	85.6	92.8	98.4
Cadmium	mg/kg	78	1,800	200	59,000	0.6		0.9	0.8	1	0.8	1.4	<0.5
Chromium, total	mg/kg	230	270	4,100	690	16.2		14.3	11.2	15.8	12.7	14.8	13.2
Lead	mg/kg	400	---	700	---	36		42.9	107	95.1	30.9	126	18.9
Mercury	mg/kg	23	10	61	0.1	0.06		0.13	0.37	0.14	0.06	0.18	<0.05
Selenium	mg/kg	390	---	1,000	---	0.48		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Silver	mg/kg	390	---	1,000	---	0.55		<0.2	<0.2	<0.2	<0.2	<0.2	<0.2

**Table 4 - Terracon Soil Analytical Results - pH Specific Compounds**  
**Environmental Soil Evaluation-Proposed Riverfront Park**  
**131 E. Hydraulic Ave**  
**Yorkville, Illinois**  
**Terracon Project No. 11167327**  
**Page 1 of 1**

Analyte	Units	Background	pH-Specific Tier 1 SROs Soil Component to Groundwater Exposure Route				Sample Identification	A-5	A-6	A-7	A-8	A-9	A-10
			Class I										
			7.25	7.75	8.25	8.75	Date Collected	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017	1/18/2017
		MSAs	7.74	8.24	8.74	9							
pH-Specific Compounds						pH	7.9	8.26	7.65	9.72	7.9	7.98	
Arsenic	mg/kg	13	30	31	32	33	4	7.3	11.8	11.3	48.4	4.6	
Barium	mg/kg	110	1,800	2,100	---	---	94.9	64.7	81.5	85.6	92.8	98.4	
Cadmium	mg/kg	0.6	59	430	---	---	0.9	0.8	1	0.8	1.4	<0.5	
Chromium, total *	mg/kg	16.2	32	28	24	21	14.3	11.2	15.8	12.7	14.8	13.2	
Lead	mg/kg	36	107	107	107	282	42.9	107	95.1	30.9	126	18.9	
Mercury	mg/kg	0.06	6.4	8.0	---	---	0.13	0.37	0.14	0.06	0.18	<0.05	
Selenium	mg/kg	0.48	3.3	2.4	1.8	1.3	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	
Silver	mg/kg	0.55	39	110	---	---	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	

## Table Notes

Remediation Objectives from 35 Illinois Administrative Code Chapter 742: *Tiered Approach to Corrective Action Objectives* (TACO).

mg/kg = milligrams per kilogram, generally equivalent to ppm


-- = Sample not analyzed for this constituent

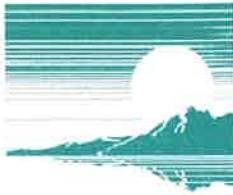
--- = No IEPA Remediation Objective for this exposure route.

**Bold** = Laboratory reporting limits above TACO RO.

*Italicized* Tier 1 ROs were changed to laboratory Accepted Detection Limits (ADL) per 35 IAC 742.510 a) 8.

\* In pH-specific table, hexavalent chromium used as RO for total chromium to allow for a conservative comparison.

 = Highlighted cell indicates exceedance of Tier 1 Remediation Objective value.  
Background considered SRO value for many PNA constituents.



**First  
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IL ELAP / NELAC Accreditation # 100292

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January 24, 2017

Mr. Matt Weiss  
**TERRACON CONSULTANTS, INC.**  
135 Ambassador Drive  
Naperville, IL 60540

Project ID: 11167327  
First Environmental File ID: 17-0255  
Date Received: January 18, 2017

Dear Mr. Matt Weiss:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003811; effective 02/17/2016 through 02/28/2017.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,



Stan Zaworski  
Project Manager



**First  
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**Case Narrative**

**TERRACON CONSULTANTS, INC.**

Lab File ID: **17-0255**

Project ID: **11167327**

Date Received: **January 18, 2017**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected	
17-0255-001	A-5	1/18/2017	9:00
17-0255-002	A-6	1/18/2017	9:20
17-0255-003	A-7	1/18/2017	9:50
17-0255-004	A-8	1/18/2017	10:20
17-0255-005	A-9	1/18/2017	10:55
17-0255-006	A-10	1/18/2017	11:15

**Sample Batch Comments:**

Sample acceptance criteria were met.

---



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**Case Narrative**

**TERRACON CONSULTANTS, INC.**

Lab File ID: **17-0255**

Project ID: **11167327**

Date Received: **January 18, 2017**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-5

**Sample No:** 17-0255-001

**Date Collected:** 01/18/17

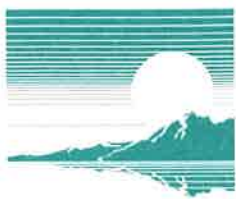
**Time Collected:** 9:00

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>	<b>Method: 2540B</b>			
Analysis Date: 01/18/17				
Total Solids	82.63		%	
<b>Volatile Organic Compounds</b>	<b>Method: 5035A/8260B</b>			
Analysis Date: 01/19/17				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-5

**Sample No:** 17-0255-001

**Date Collected:** 01/18/17

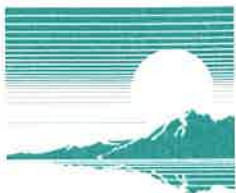
**Time Collected:** 9:00

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3546</b>				
Preparation Date: 01/18/17				
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	105	8.7	ug/kg	
Benzo(a)pyrene	127	15	ug/kg	
Benzo(b)fluoranthene	102	11	ug/kg	
Benzo(k)fluoranthene	105	11	ug/kg	
Benzo(ghi)perylene	100	50	ug/kg	
Chrysene	109	50	ug/kg	
Dibenzo(a,h)anthracene	22	20	ug/kg	
Fluoranthene	177	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	99	29	ug/kg	
Naphthalene	< 25	25	ug/kg	
Phenanthrene	81	50	ug/kg	
Pyrene	179	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3050B</b>				
Preparation Date: 01/19/17				
Arsenic	4.0	1.0	mg/kg	
Barium	94.9	0.5	mg/kg	
Cadmium	0.9	0.5	mg/kg	
Chromium	14.3	0.5	mg/kg	
Lead	42.9	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 01/19/17				
Mercury	0.13	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-5

**Sample No:** 17-0255-001

**Date Collected:** 01/18/17

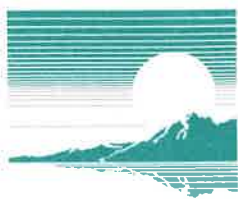
**Time Collected:** 9:00

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D 2004				
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	7.90		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-6

**Sample No:** 17-0255-002

**Date Collected:** 01/18/17

**Time Collected:** 9:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>		<b>Method: 2540B</b>		
Analysis Date: 01/18/17				
Total Solids	90.01		%	
<b>Volatile Organic Compounds</b>		<b>Method: 5035A/8260B</b>		
Analysis Date: 01/19/17				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-6

**Sample No:** 17-0255-002

**Date Collected:** 01/18/17

**Time Collected:** 9:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3546</b>				
Preparation Date: 01/18/17				
Acenaphthene	205	50	ug/kg	
Acenaphthylene	139	50	ug/kg	
Anthracene	527	50	ug/kg	
Benzo(a)anthracene	1,080	8.7	ug/kg	
Benzo(a)pyrene	904	15	ug/kg	
Benzo(b)fluoranthene	750	11	ug/kg	
Benzo(k)fluoranthene	750	11	ug/kg	
Benzo(ghi)perylene	545	50	ug/kg	
Chrysene	871	50	ug/kg	
Dibenzo(a,h)anthracene	135	20	ug/kg	
Fluoranthene	1,720	50	ug/kg	
Fluorene	194	50	ug/kg	
Indeno(1,2,3-cd)pyrene	505	29	ug/kg	
Naphthalene	241	25	ug/kg	
Phenanthrene	1,680	50	ug/kg	
Pyrene	1,510	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3050B</b>				
Preparation Date: 01/19/17				
Arsenic	7.3	1.0	mg/kg	
Barium	64.7	0.5	mg/kg	
Cadmium	0.8	0.5	mg/kg	
Chromium	11.2	0.5	mg/kg	
Lead	107	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 01/19/17				
Mercury	0.37	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-6

**Sample No:** 17-0255-002

**Date Collected:** 01/18/17

**Time Collected:** 9:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2	Method: 9045D 2004			
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	8.26		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-7

**Sample No:** 17-0255-003

**Date Collected:** 01/18/17

**Time Collected:** 9:50

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>	<b>Method: 2540B</b>			
Analysis Date: 01/18/17				
Total Solids	75.15		%	

**Volatile Organic Compounds**

**Method: 5035A/8260B**

Analysis Date: 01/19/17

Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-7

**Sample No:** 17-0255-003

**Date Collected:** 01/18/17

**Time Collected:** 9:50

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds Method: 5035A/8260B</b>				
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
<b>Polynuclear Aromatic Hydrocarbons Method: 8270C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3546</b>				
Preparation Date: 01/18/17				
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	104	8.7	ug/kg	
Benzo(a)pyrene	99	15	ug/kg	
Benzo(b)fluoranthene	75	11	ug/kg	
Benzo(k)fluoranthene	61	11	ug/kg	
Benzo(ghi)perylene	98	50	ug/kg	
Chrysene	108	50	ug/kg	
Dibenzo(a,h)anthracene	< 20	20	ug/kg	
Fluoranthene	170	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	61	29	ug/kg	
Naphthalene	34	25	ug/kg	
Phenanthrene	280	50	ug/kg	
Pyrene	217	50	ug/kg	
<b>Total Metals Method: 6010C</b>				
Analysis Date: 01/19/17				
<b>Preparation Method 3050B</b>				
Preparation Date: 01/19/17				
Arsenic	11.8	1.0	mg/kg	
Barium	81.5	0.5	mg/kg	
Cadmium	1.0	0.5	mg/kg	
Chromium	15.8	0.5	mg/kg	
Lead	95.1	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
<b>Total Mercury Method: 7471B</b>				
Analysis Date: 01/19/17				
Mercury	0.14	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-7

**Sample No:** 17-0255-003

**Date Collected:** 01/18/17

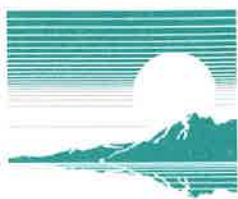
**Time Collected:** 9:50

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b>				
<b>Method: 9045D 2004</b>				
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	7.65		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-8

**Sample No:** 17-0255-004

**Date Collected:** 01/18/17

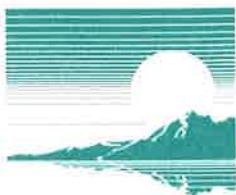
**Time Collected:** 10:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 01/18/17				
Total Solids	89.30		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 01/19/17				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-8

**Sample No:** 17-0255-004

**Date Collected:** 01/18/17

**Time Collected:** 10:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds</b>		<b>Method: 5035A/8260B</b>		
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	

Polynuclear Aromatic Hydrocarbons		Method: 8270C	Preparation Method 3546	
Analysis Date: 01/19/17			Preparation Date: 01/18/17	
Acenaphthene	408	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	1,050	50	ug/kg	
Benzo(a)anthracene	2,980	8.7	ug/kg	
Benzo(a)pyrene	2,980	15	ug/kg	
Benzo(b)fluoranthene	3,080	11	ug/kg	
Benzo(k)fluoranthene	2,290	11	ug/kg	
Benzo(ghi)perylene	2,130	50	ug/kg	
Chrysene	2,910	50	ug/kg	
Dibenzo(a,h)anthracene	478	20	ug/kg	
Fluoranthene	6,280	50	ug/kg	
Fluorene	471	50	ug/kg	
Indeno(1,2,3-cd)pyrene	2,400	29	ug/kg	
Naphthalene	126	25	ug/kg	
Phenanthrene	4,080	50	ug/kg	
Pyrene	5,600	50	ug/kg	

Total Metals		Method: 6010C		Preparation Method 3050B	
Analysis Date: 01/19/17				Preparation Date: 01/19/17	
Arsenic	11.3	1.0	mg/kg		
Barium	85.6	0.5	mg/kg		
Cadmium	0.8	0.5	mg/kg		
Chromium	12.7	0.5	mg/kg		
Lead	30.9	0.5	mg/kg		
Selenium	< 1.0	1.0	mg/kg		
Silver	< 0.2	0.2	mg/kg		

<b>Total Mercury</b>		<b>Method: 7471B</b>		
Analysis Date: 01/19/17				
Mercury	0.06	0.05	mg/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-8

**Sample No:** 17-0255-004

**Date Collected:** 01/18/17

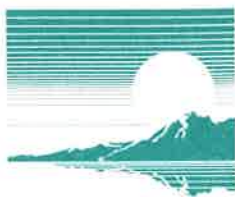
**Time Collected:** 10:20

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b>				
<b>Method: 9045D 2004</b>				
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	9.72		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-9

**Sample No:** 17-0255-005

**Date Collected:** 01/18/17

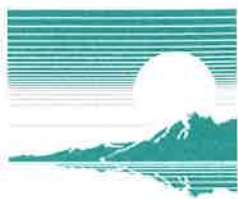
**Time Collected:** 10:55

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>				
<b>Method: 2540B</b>				
Analysis Date: 01/18/17				
Total Solids	82.26		%	
<b>Volatile Organic Compounds</b>				
<b>Method: 5035A/8260B</b>				
Analysis Date: 01/19/17				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-9

**Sample No:** 17-0255-005

**Date Collected:** 01/18/17

**Time Collected:** 10:55

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	

**Polynuclear Aromatic Hydrocarbons**

**Method: 8270C**

**Preparation Method 3546**

Analysis Date: 01/19/17

Preparation Date: 01/18/17

Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	111	50	ug/kg	
Benzo(a)anthracene	530	8.7	ug/kg	
Benzo(a)pyrene	487	15	ug/kg	
Benzo(b)fluoranthene	370	11	ug/kg	
Benzo(k)fluoranthene	292	11	ug/kg	
Benzo(ghi)perylene	317	50	ug/kg	
Chrysene	507	50	ug/kg	
Dibenzo(a,h)anthracene	71	20	ug/kg	
Fluoranthene	739	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	289	29	ug/kg	
Naphthalene	51	25	ug/kg	
Phenanthrene	670	50	ug/kg	
Pyrene	1,130	50	ug/kg	

**Total Metals**

**Method: 6010C**

**Preparation Method 3050B**

Analysis Date: 01/19/17

Preparation Date: 01/19/17

Arsenic	48.4	1.0	mg/kg	
Barium	92.8	0.5	mg/kg	
Cadmium	1.4	0.5	mg/kg	
Chromium	14.8	0.5	mg/kg	
Lead	126	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	

**Total Mercury**

**Method: 7471B**

Analysis Date: 01/19/17

Mercury	0.18	0.05	mg/kg	
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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-9

**Sample No:** 17-0255-005

**Date Collected:** 01/18/17

**Time Collected:** 10:55

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2	Method: 9045D 2004			
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	7.90		Units	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Date Collected:** 01/18/17

**Project ID:** 11167327

**Time Collected:** 11:15

**Sample ID:** A-10

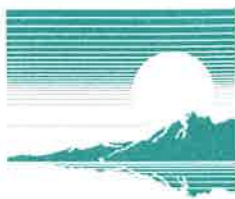
**Date Received:** 01/18/17

**Sample No:** 17-0255-006

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Solids, Total</b>		<b>Method: 2540B</b>		
Analysis Date: 01/18/17				
Total Solids	83.10		%	
<b>Volatile Organic Compounds</b>		<b>Method: 5035A/8260B</b>		
Analysis Date: 01/19/17				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Date Collected:** 01/18/17

**Project ID:** 11167327

**Time Collected:** 11:15

**Sample ID:** A-10

**Date Received:** 01/18/17

**Sample No:** 17-0255-006

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Volatile Organic Compounds</b>		<b>Method: 5035A/8260B</b>		
Analysis Date: 01/19/17				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	

<b>Polynuclear Aromatic Hydrocarbons</b>		<b>Method: 8270C</b>		
Analysis Date: 01/19/17		<b>Preparation Method 3546</b>		
		Preparation Date: 01/18/17		
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	28.8	8.7	ug/kg	
Benzo(a)pyrene	35	15	ug/kg	
Benzo(b)fluoranthene	25	11	ug/kg	
Benzo(k)fluoranthene	32	11	ug/kg	
Benzo(ghi)perylene	< 50	50	ug/kg	
Chrysene	< 50	50	ug/kg	
Dibenzo(a,h)anthracene	< 20	20	ug/kg	
Fluoranthene	53	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 29	29	ug/kg	
Naphthalene	< 25	25	ug/kg	
Phenanthrene	< 50	50	ug/kg	
Pyrene	63	50	ug/kg	

<b>Total Metals</b>		<b>Method: 6010C</b>		<b>Preparation Method 3050B</b>	
Analysis Date: 01/19/17				Preparation Date: 01/19/17	
Arsenic	4.6	1.0	mg/kg		
Barium	98.4	0.5	mg/kg		
Cadmium	< 0.5	0.5	mg/kg		
Chromium	13.2	0.5	mg/kg		
Lead	18.9	0.5	mg/kg		
Selenium	< 1.0	1.0	mg/kg		
Silver	< 0.2	0.2	mg/kg		

<b>Total Mercury</b>		<b>Method: 7471B</b>			
Analysis Date: 01/19/17					
Mercury	< 0.05	0.05	mg/kg		



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**Analytical Report**

**Client:** TERRACON CONSULTANTS, INC.

**Project ID:** 11167327

**Sample ID:** A-10

**Sample No:** 17-0255-006

**Date Collected:** 01/18/17

**Time Collected:** 11:15

**Date Received:** 01/18/17

**Date Reported:** 01/24/17

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b>	<b>Method: 9045D 2004</b>			
Analysis Date: 01/19/17 12:30				
pH @ 25°C, 1:2	7.98		Units	



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Environmental  
Laboratories, Inc.**

**First Environmental Laboratories**

1600 Shore Road, Suite D  
Naperville, Illinois 60563  
Phone: (630) 778-1200 • Fax: (630) 778-1233  
E-mail: firstinfo@firstenv.com  
IEPA Certification #100292

**CHAIN OF CUSTODY RECORD**

Page \_\_\_\_ of \_\_\_\_ pgs

Company Name: TERRACON  
Street Address: 135 AMBASSADOR DR  
City: NAPERVILLE State: IL Zip: 60540  
Phone: 630-445-6160 e-mail: MATT.WEISS@TERRACON.COM  
Send Report To: MATT WEISS  
Sampled By: JUSTIN ROSENBLUM

**Analyses**

Matrix Codes: S = Soil W = Water O = Other			Analyses										Comments	Lab I.D.
Date/Time Taken	Sample Description	Matrix	VOCs	PNAs	RCRA Metals	PH								
1/18/17 9:00	A-5	S	✓	✓	✓	✓								17-0255-001
1/18/17 9:20	A-6	S	✓	✓	✓	✓								002
1/18/17 9:50	A-7	S	✓	✓	✓	✓								003
1/18/17 10:20	A-8	S	✓	✓	✓	✓								004
1/18/17 10:55	A-9	S	✓	✓	✓	✓								005
1/18/17 11:15	A-10	S	✓	✓	✓	✓								006

**FOR LAB USE ONLY:**

Cooler Temperature: 0.1-6°C Yes ☒ No ☐ 1.4 °C  
Received within 6 hrs. of collection: ☒  
Ice Present: Yes ☒ No ☐

Sample Refrigerated: Yes ☐ No ☐  
Refrigerator Temperature: \_\_\_\_\_ °C  
5035 Vials Frozen: Yes ☐ No ☐  
Freezer Temperature: \_\_\_\_\_ °C

Program: ☐ TACO ☐ CCDD ☐ NPDES ☐ LUST

Notes and Special Instructions: \_\_\_\_\_

Relinquished By: [Signature] Date/Time 1/18/17 12:40 Received By: MJ Date/Time 1-18-17 1240  
Relinquished By: \_\_\_\_\_ Date/Time \_\_\_\_\_ Received By: \_\_\_\_\_ Date/Time \_\_\_\_\_

**From:** Tim Evans  
**Sent:** Friday, April 28, 2017 10:31 AM  
**To:** Bart Olson  
**Subject:** Riverfront Park Contaminated Soil Recommendation

Hello Bart,

After careful review, Parks and Rec. staff has determined that there are really only three options to the Riverfront Park contaminated soil issue. They are as follows:

**Option #1:** Proceed with the March 17 Terracon Proposal, attached. This is the most expensive (\$360k) option, however it would be the most appropriate and safest way to resolve the situation as well as the least amount of liability for the City.

**Option #2:** Move the proposed playground to the current parking lot and create a barrier by paving the contaminated area. Cost would be less than \$100K to create the barrier, pave the contaminated soil area, and set-up costs for the new playground installation location. This solution would create medium to low liability to the City due to a proper barrier being provided to contain the contaminated soil and the playground being installed in another location; however, risk is still involved as the soil would remain in the enclosed paving barrier.

**Option #3:** Leave the soil as is and install the playground as proposed. This is the least expensive option coming in under \$20K to place the new soil in the open hole areas and install the playground as originally proposed. This option creates high liability on the City, as the contaminated soil would remain; however, we would be creating a barrier with the playground and paving the proposed parking spots in from of Yak Shack.

While staff knows Option 1 is the most expensive, it's our recommendation to move forward with this option as it is best option to solve the contaminated soil issue at Riverfront Park while limiting the liability to the City.

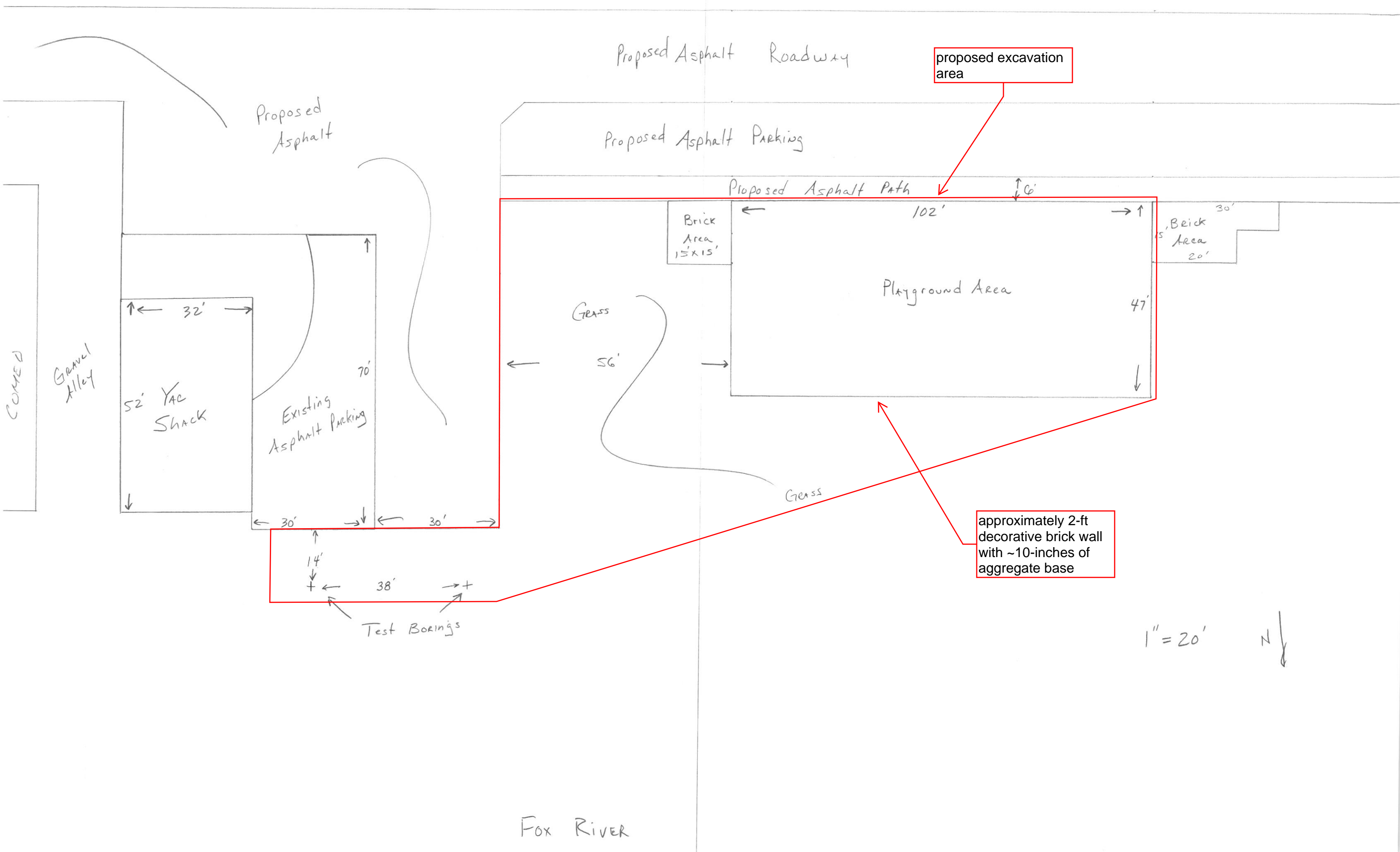
Thank You,

Timothy V. Evans, CPRP  
Director of Parks and Recreation  
United City of Yorkville Parks and Recreation Department  
630-553-4357

[tevans@yorkville.il.us](mailto:tevans@yorkville.il.us)

Like the Parks and Recreation Department at: [Facebook.com/YorkvilleParksandRec](https://www.facebook.com/YorkvilleParksandRec)

Visit and register for classes at: [www.yorkvilleparksandrecreation.com](http://www.yorkvilleparksandrecreation.com)



Proposed Asphalt Roadway

proposed excavation area

Proposed Asphalt Parking

Proposed Asphalt Path

10'

102'

Brick Area  
15' x 15'

Brick Area  
20' x 30'

Playground Area

47'

Grass

56'

Grass

approximately 2-ft decorative brick wall with ~10-inches of aggregate base

1" = 20'



Fox River

Proposed Asphalt

Existing Asphalt Parking

32'

70'

52' YAC Shack

30'

30'

14'

38'

Test Borings

Gravel Alley

COMED



March 17, 2017

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

Attn: Mr. Tim Evans  
Director of Parks and Recreation

Re: Environmental Soil Removal, Backfill and Concrete Installation  
Riverfront Park  
East Hydraulic St  
Yorkville, Illinois  
Terracon Proposal No.: P11177077

Dear Mr. Evans:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the United City of Yorkville (City) to conduct environmental services at the above-referenced site. The proposal was prepared in accordance with our site visit on February 17, 2017 and the layout drawing provided by the City on February 21, 2017. The following sections provide an outline of the project and Terracon's scope of services, compensation, and schedule. If we have misunderstood an aspect of the work, please let us know as soon as possible so we can evaluate our scope and make necessary adjustments.

## **1.0 PROJECT INFORMATION**

The project site consists of the proposed Bicentennial Riverfront Park generally located at Hydraulic Avenue and Mill Street in Yorkville, Illinois (site). Terracon previously conducted a Limited Environmental Soil Evaluation in the proposed playground and at specific areas around the playground as directed by the City. Results of the evaluation were presented in two Environmental Soil Evaluation Reports dated October 20, 2016 and February 1, 2017 (Reports). The Reports indicated exceedances of the Illinois Environmental Protection Agency (IEPA) Tier 1 remediation objectives (ROs) in five soil samples throughout the site.

Based on the identified impact at the site, the City has requested that limited soil removal be conducted and concrete be installed in the proposed park area as directed by the City.

## **2.0 SCOPE OF SERVICES**

### **2.1 Health and Safety Plan**

Terracon Consultants, Inc. 135 Ambassador Drive Naperville, Illinois 60540  
P [630] 717 4263 F [630] 357 9489 [terracon.com](http://terracon.com)



## **Proposal for Environmental Services**

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon will update the existing safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a brief health and safety meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that we encounter petroleum or chemical constituents in soils or groundwater that present an increased risk for personal exposure.

### **2.2 Utility Clearance**

No later than 48 hours prior to intrusive activities, Terracon's excavation subcontractor will contact the local one-call public utility locating service (e.g., JULIE) to arrange for public underground utility locates at the site. Please note that the public utility locator only locates public utilities. The City and/or site representatives shall provide information on the presence and location of private utilities, operational piping, and subgrade features. Terracon is not responsible for damages related to improperly marked utilities or to private utilities for which information is not provided.

### **2.3 Clean Fill Sampling**

Prior to sampling, an environmental database report for the prospective fill site will be obtained and reviewed. If evidence of environmental impact is not identified for the fill source site, Terracon personnel will mobilize to the fill source and obtain two representative samples for laboratory analysis representing up to 2,000 cubic yards of import soil. Samples will be visually classified in the field and screened with a photoionization detector (PID). Samples will be selected for laboratory testing based on elevated PID readings or visual or olfactory evidence of potential contamination. Analytical samples will be submitted to Terracon's subcontract laboratory for analysis of Target Compound List parameters outlined in Title 35 of the Illinois Administrative Code Part 740 (35 IAC 740) Appendix A and total petroleum hydrocarbons (TPHs) on standard 7-business day turnaround.

### **2.4 Limited Soil Removal, Concrete Installation, and Clean Backfill**

Terracon and an excavation subcontractor will mobilize to the site to conduct limited soil removal at the site. A diagram showing the excavation area designated by the City is attached to this proposal. Based on the attached drawing the anticipated excavation is approximately 13,000 square feet in area. Within the designated area soil will be removed to a depth of three (3) feet below grade, directly loaded into trucks, and transported to a permitted subtitle D landfill. The waste profile previously approved by Advanced Disposal's Orchard Hills landfill will be utilized for the project. Further waste profile testing is not included.

Upon reaching the excavation extent per City's instruction, soil at the base of the excavation will be evaluated and compacted, as necessary, to provide stable soil subgrade for the aggregate base.

## Proposal for Environmental Services

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



Approximately 4-inches of crushed stone aggregate base will be placed at the base of the excavation and compacted. Based on the surficial land use as a park (i.e. no vehicle or heavy load traffic), the base aggregate will be compacted to 90% of the material's standard proctor dry density. Within the playground area, the top of the aggregate surface will be sloped at approximately 1-2% to the north to allow for drainage of storm water away from the playground surface. Terracon field staff will conduct a limited survey using general survey equipment to verify slope of the aggregate or concrete surface. Professional survey is not included in this proposal.

Per client's instruction, concrete will be poured over top of the 4-inch aggregate base such that a 4-inch concrete slab is present across the excavation area, except as noted below for the playground decorative wall. During the pour, Terracon will perform slump and air content tests, and cast compressive strength test cylinders. A total of 6 cylinders will be cast for every 50 cubic yards of concrete placed. The concrete will be allowed to cure until 75% of the design strength is met prior to clean soil imported and backfilling operations commence. Subsequent to the concrete curing, clean soil from the approved clean soil source will be imported to the site and placed over the concrete. Soil will be placed in approximate 10 to 12 inch thick loose lifts and compacted to 90% of the material's standard proctor dry density.

At the City's request, efforts will be taken during excavation to maintain the integrity of the decorative wall surrounding the proposed playground area. We understand that the wall is built on top of an approximate 10-inch layer of crushed stone aggregate. The level of compaction applied to the aggregate is not known. During excavation in this area approximately 1-2 feet of soil will be left in place adjacent to the wall, with an approximate 1:1 slope from the wall to the three foot bottom of the excavation. A barrier between the base of the excavation and the wall will be constructed of plastic sheeting or similar flexible material. It should be noted that it may not be possible to preserve the wall due to circumstances beyond Terracon's control. As discussed, caution will be exercised to preserve the wall; however, should the wall be damaged during or post construction, Terracon, or our subcontractors, will not be held responsible for repairs or replacement of the wall. The wall repair cost is not included in this proposal.

## 2.5 Report Preparation

At the completion of the limited soil removal and backfilling a brief report will be prepared documenting site work. An electronic version of the written report will be provided and include the following.

- Documentation of field activities
- Site plan showing pertinent site features and sample locations
- Clean fill analytical laboratory results
- Compaction and concrete testing results
- Disposal records for excavated soil

## Proposal for Environmental Services

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



This scope of services has been directed by the City and is not intended to identify, delineate, or remediate all potential impact at the site. The City does not intend to pursue regulatory closure for the site at this time and work outlined in this proposal is not intended to satisfy regulatory requirements.

### 3.0 COMPENSATION

#### 3.1 Fees

The billing for our services will be based on the work performed and will be charged in accordance with the schedule of services and fees listed below. This cost includes Terracon professional labor costs, travel, direct expenses, subcontractors, and analytical testing required to complete this scope of work using the project assumptions described herein. This work is subject to the attached Supplemental Agreement for Services.

The following table summarizes the cost estimate and assumptions. This proposal is valid for 45 days.

Items	Activities	Cost Estimate	Cost Type	Comments
1	Clean Fill Sampling	<u>\$4,500</u>	Lump Sum	EDR database report purchase. One mobilization and two laboratory samples for Target Compound List parameters and total petroleum hydrocarbons on standard turnaround time and evaluation. Further testing of separate sources, if required, is not included.
2	Limited Soil Removal, Concrete Installation, and Clean Backfill	<u>\$304,900</u> (up to 2,250 tons of soil excavation at \$49/ton, up to 97 truckloads of clean soil import at \$900/truckload, 160 c.y. of poured concrete at \$442/c.y., and 385 tons of CA-6 crushed stone aggregate at \$27/ton  Lump Sum for one (1) Mobilization/fencing/	Unit Rate Quantities (Estimated)	Estimated cost includes non-hazardous soil excavation, transportation, and disposal; placement of 4-inch crushed stone aggregate, 4-inch poured concrete slab; transportation and placement of clean backfill necessary to restore surface grade. Project area of up to 13,000 square feet with 600 linear feet of 6-ft chain link fence. Excavation will be to 3' bgs. Confirmation sampling or excavation dewatering are not included. Restoration of surface (i.e. grass or gravel

**Proposal for Environmental Services**

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



		Demobilization \$10,000  Environmental On-site/PM/ admin time included at \$1,350/day)		cover) is not included. Total of 12 on-site days included for environmental.
3	Construction Materials Testing Services	<u>\$12,175.00</u>	Unit Rate (Estimated)	See Attached Cost Estimate Spreadsheet
4	Report	<u>\$5,000</u>	Lump Sum	Report will summarize soil excavation, barrier installation, and backfill activities. Report not intended for regulatory compliance.
	Estimated Cost	<u>\$326,575</u>		
	Contingency	10% of above, \$32,675		For construction budgetary purposes, a 10% contingency is recommended to manage unforeseen site conditions.
	<b>Total</b>	<b>359,250</b>		

For the outlined scope of services described in this proposal, our total fee is estimated to be **\$359,250.00**. A breakdown of estimated materials services costs is included in the attached Cost Estimates.

Schedule of Construction Materials Services and Fees

Senior Project Engineer, P.E.....	\$155.00/hour
Project Manager .....	\$130.00/hour
Administrative Assistant.....	\$50.00/hour
Union Technician .....	\$105.00/hour
Proctor Tests (standard or modified) .....	\$175.00/each
Concrete Compressive Strength Tests (including cured and held specimens) .....	\$20.00/each
Nuclear Density Gauge/DCP Rental Charge .....	\$25.00/day
Trip (Vehicle) Charge.....	\$105.00/trip

Notes to Construction Materials Services Schedule of Fees:

1. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00am to 3:30pm. Overtime beyond 8-hours per day, outside normal hours and on Saturday will be invoiced at a rate of 1.5 times the normal hourly rate

## Proposal for Environmental Services

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



indicated above. Work on Sundays and Holidays will be invoiced at 2.0 times the hourly rate. The above rates are portal-to-portal from our Naperville, Illinois office.

2. If requested services are cancelled upon arrival to project site, a four (4) hour minimum charge and appropriate trip charge per visit will be applied.
3. Project Manager time will be billed at a minimum of ½-hour per technician per day.

The rough total cost estimate and assumptions are included in the table above and attached spreadsheet.

It should be noted that we have prepared the cost estimate based on our past experience with projects of similar size and requested services. If additional services are requested that are not outlined in scope of services outlined above and in attached cost estimate, we will be glad to provide the requested services at the applicable unit rates.

Terracon's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. The actual cost of our services will depend on the construction schedule, weather, site conditions and contractor performance. Terracon pledges to work carefully with the City to perform the required services as efficiently and economically as possible.

We anticipate that more than one Terracon invoice may be submitted as various tasks are completed; however, not more frequently than on a monthly basis. If additional work is required outside the scope of this proposal, you will be contacted and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of additional work outside the scope of this proposal.

This proposal and cost estimate were prepared based on the following assumptions:

- n The City will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- n The City will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- n Utilities on private land that are not located by public companies will be located by the City. Terracon will not be responsible for underground utilities damages if utilities are not marked correctly. Private utility locate is not included in this proposal.
- n Work can be performed during normal business hours (Monday through Friday, 8:00 am to 5:00 pm).
- n Traffic control services are not required.
- n Level D personal protective equipment will be adequate for site work.
- n Excavated soil will be properly disposed of as non-hazardous and waste characterization sampling is not required.
- n Excavation confirmatory samples will not be collected at the City's request.

## Proposal for Environmental Services

Riverfront Park ■ Yorkville, IL

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- n The client will provide a secured site prior to beginning the remediation.
- n The assumed soil volume and number of days on-site are summarized in the Proposed Budget Table above. The actuals may vary pending on the site condition.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

### 3.2 Schedule

Terracon is prepared to initiate this work upon receipt of written notification to proceed. The field activities will be coordinated with the City. The start date will be dependent on utility clearance and excavation contractor availability. It is anticipated that the field activities will be completed in 12 working days. However, working days may not be consecutive based on weather. The standard environmental analytical turnaround time for clean soil is 5-business days. A draft report will be available two weeks after receipt of all the soil disposal documentation from the landfill.

### 3.3 Additional Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM International standard practice E1903-11.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, non-detectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during the proposed activities. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

## Proposal for Environmental Services

Riverfront Park ■ Yorkville, IL

March 17, 2017 ■ Terracon Proposal No. P11177077



### 4.0 CLOSING

Terracon appreciates the opportunity to continue to work with the United City of Yorkville. If the Scope of Services meets with your approval, the work may be initiated by sending a copy of the signed Supplemental Agreement to Matt Weiss at [Matt.Weiss@terracon.com](mailto:Matt.Weiss@terracon.com). The terms, conditions, and limitations stated in the attached Supplemental Agreement and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

If you should have any questions or comments regarding this request, please contact the undersigned at 630-717-4263.

Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in blue ink, appearing to read "Matt Weiss".

Matt Weiss, P.G.  
Project Manager

A handwritten signature in blue ink, appearing to read "Linda Yang".

Linda Yang, P.G.  
Senior Principal

COST ESTIMATE - MATERIALS TESTING SERVICES  
Riverfront Park Remediation Project  
Yorkville, Illinois  
Terracon Proposal No. P11177077

Task			No. of Visits	Unit Type	No. of Units	Unit Rate	Subtotal	Total
<b>Earthwork</b>								
	Subgrade Observation		2	hours	16	\$ 105.00	\$ 1,680.00	
	Base Course Compaction		2	hours	16	\$ 105.00	\$ 1,680.00	
	Backfill Compaction		4	hours	32	\$ 105.00	\$ 3,360.00	
	Laboratory Proctor Tests			each	2	\$ 175.00	\$ 350.00	
	Nuclear Gauge/DCP			days	8	\$ 25.00	\$ 200.00	
	Trip Charge			trips	8	\$ 35.00	\$ 280.00	
						Earthwork Testing Subtotal =		\$ 7,550.00
<b>Portland Cement Concrete Field Testing</b>								
	Slab On Grade		3	hours	18	\$ 105.00	\$ 1,890.00	
	Cylinder Pickup		1	hours	3	\$ 105.00	\$ 315.00	
	Concrete Compressive Strength Tests			each	36	\$ 20.00	\$ 720.00	
	Trip Charge			trips	4	\$ 35.00	\$ 140.00	
						Concrete Subtotal =		\$ 3,065.00
<b>Project Coordination/Supervision and Report Review/Preparation</b>								
	Reports/Budget Review			hours	12	\$ 130.00	\$ 1,560.00	
						Project Management Subtotal =		\$ 1,560.00
						<b>TOTAL ESTIMATED BUDGET =</b>		<b>\$ 12,175.00</b>

## SUPPLEMENT TO AGREEMENT FOR SERVICES

### CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 09/26/2016, Agreement reference number P11167327) is between The United City of Yorkville ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Please see Terracon Proposal P11177077 dated March 17, 2017

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Please see Terracon Proposal P11177077 dated March 17, 2017

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **3/17/2017**  
Name/Title: **Chen Yang / Regional Manager**  
Address: **135 Ambassador Dr**  
**Naperville, IL 60540-3920**  
Phone: **(630) 717-4263** Fax: **(630) 357-9489**  
Email: **Linda.Yang@terracon.com**

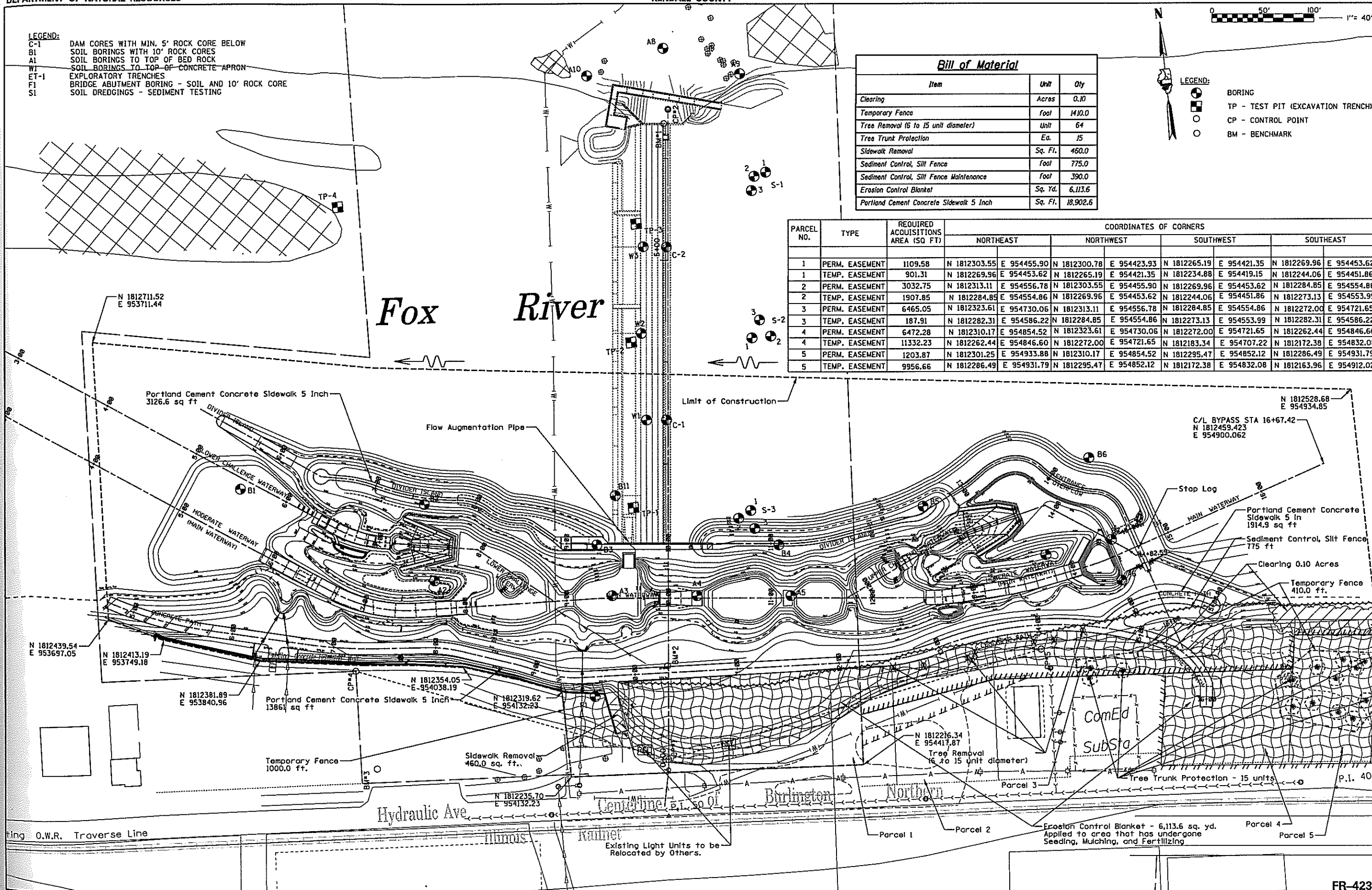
Client: **The United City of Yorkville**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Tim Evans /**  
Address: **800 Game Farm Road**  
**Yorkville, IL 60560**  
Phone: **(630) 553-4350** Fax: \_\_\_\_\_  
Email: **tevans@yorkville.il.us**

**LEGEND:**  
C-1 DAM CORES WITH MIN. 5' ROCK CORE BELOW  
B1 SOIL BORINGS WITH 10' ROCK CORES  
A1 SOIL BORINGS TO TOP OF BED ROCK  
W1 SOIL BORINGS TO TOP OF CONCRETE APRON  
ET-1 EXPLORATORY TRENCHES  
F1 BRIDGE ABUTMENT BORING - SOIL AND 10' ROCK CORE  
S1 SOIL DREDGINGS - SEDIMENT TESTING

Bill of Material		
Item	Unit	Qty
Clearing	Acres	0.10
Temporary Fence	foot	1410.0
Tree Removal (6 to 15 unit diameter)	Unit	64
Tree Trunk Protection	Eq.	15
Sidewalk Removal	Sq. Ft.	460.0
Sediment Control, Silt Fence	foot	775.0
Sediment Control, Silt Fence Maintenance	foot	390.0
Erosion Control Blanket	Sq. Yd.	6,113.6
Portland Cement Concrete Sidewalk 5 Inch	Sq. Ft.	18,902.6

**LEGEND:**  
BORING  
TP - TEST PIT (EXCAVATION TRENCH)  
CP - CONTROL POINT  
BM - BENCHMARK

PARCEL NO.	TYPE	REQUIRED ACQUISITIONS AREA (SQ FT)	COORDINATES OF CORNERS							
			NORTHEAST		NORTHWEST		SOUTHWEST		SOUTHEAST	
1	PERM. EASEMENT	1109.58	N 1812303.55	E 954455.90	N 1812300.78	E 954423.93	N 1812265.19	E 954421.35	N 1812269.96	E 954453.62
1	TEMP. EASEMENT	901.31	N 1812269.96	E 954453.62	N 1812265.19	E 954421.35	N 1812234.88	E 954419.15	N 1812244.06	E 954451.86
2	PERM. EASEMENT	3032.75	N 1812313.11	E 954556.78	N 1812303.55	E 954455.90	N 1812269.96	E 954453.62	N 1812284.85	E 954554.86
2	TEMP. EASEMENT	1907.85	N 1812284.85	E 954554.86	N 1812269.96	E 954453.62	N 1812244.06	E 954451.86	N 1812273.13	E 954553.99
3	PERM. EASEMENT	6465.05	N 1812323.61	E 954730.06	N 1812313.11	E 954556.78	N 1812284.85	E 954554.86	N 1812272.00	E 954721.65
3	TEMP. EASEMENT	187.91	N 1812282.31	E 954586.22	N 1812284.85	E 954554.86	N 1812273.13	E 954553.99	N 1812282.31	E 954586.22
4	PERM. EASEMENT	6472.28	N 1812310.17	E 954854.52	N 1812323.61	E 954730.06	N 1812272.00	E 954721.65	N 1812262.44	E 954846.60
4	TEMP. EASEMENT	11332.23	N 1812262.44	E 954846.60	N 1812272.00	E 954721.65	N 1812183.34	E 954707.22	N 1812172.38	E 954832.08
5	PERM. EASEMENT	1203.87	N 1812301.25	E 954933.88	N 1812310.17	E 954854.52	N 1812295.47	E 954852.12	N 1812286.49	E 954931.79
5	TEMP. EASEMENT	9956.66	N 1812286.49	E 954931.79	N 1812295.47	E 954852.12	N 1812172.38	E 954832.08	N 1812163.96	E 954912.02



Designed by: JPM Checked by: JPM  
Drawn by: JPM Checked by: JPM  
10/09/2007  
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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

New Business #8

Tracking Number

EDC 2017-31

### Agenda Item Summary Memo

**Title:** Modifying Codified Ordinance Chapter 8 and 18 for Small Cell Antenna Revisions

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Consideration of updates to the Codified Chapter 8 Construction of Utility Facilities

In Rights of Way and Chapter 18 Telecommunication and Antenna Regulations

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC:  
Date: April 26, 2017  
Subject: Modifying Codified Ordinance Chapter 8 and 18 for Small Cell Antenna Revisions

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## **Summary**

Consideration of updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way and Chapter 18 Telecommunication and Antenna Regulations.

## **Background**

Municipalities throughout Illinois have seen a proliferation of small cell antenna applications from wireless/phone companies for both an array of improvements to existing utility poles and new poles within the right of way. Driven by the vast increase in data usage on cell phones, companies around the country are trying to find cheaper, easier ways to increase network capacity. Below are links to a sampling of articles regarding the increase of small cell antennas and government regulation on them:

- <http://www.fiercewireless.com/wireless/mobilitie-downplays-small-cell-concerns-says-sprint-really-spending-network-upgrades>
- <http://www.rcrwireless.com/20170322/network-infrastructure/small-cell-siting-update-tag4>

The City received two small cell tower applications from a company over the past few months. The initial request was for an 80' wooden monopole within the right-of-way adjacent to City Hall. This application was denied for a variety of reasons, and the company reapplied for an ~8' antenna to be attached to an existing ComEd power pole on Game Farm Road, southwest of City Hall. This application was reviewed by staff and processed in accordance with the current ordinance, with minimal issue. This application would have been processed in a substantially similar matter under the ordinance referenced below, and staff did not have a legal basis to withhold issuance of the permit for the work. The staff let the applicant know that future work would have to be subject to the new ordinance.

The Illinois Municipal League (IML) published a model Small Cell Antenna/Tower Siting Ordinance, addressing regulations for the expanding use of municipal rights-of-way. Staff took the model and incorporated the recommendations for the Small Cell Antennas into Chapter 8 Construction of Utility Facilities in Rights of Way and Chapter 18 Telecommunication and Antenna Regulations of the City's Codified Ordinances. Both of these Ordinances will also be reviewed by the Public Works Committee on May 16<sup>th</sup>. Chapter 18 will additionally go to the June 14<sup>th</sup> PZC meeting for a Public Hearing for a Text Amendment, because it is a Chapter within the Zoning Code and then back to City Council for a vote on both Ordinances.

In the attached red-lined version of Chapter 8, staff added several definitions per the IML recommended ordinance. An "Alternative Antenna Structure" definition was added. The Alternative Antenna Structure is what was used to place the newest small cell tower within the City, which was allowable under the current version of the Ordinance. A definition was also added for "Monopole" which was what the company that pursued the City originally applied for a permit to construct. Within Chapter 8,

Section 15, Location of Facilities, Free Standing Facilities – Above Ground, staff added nine additional requirements for above ground free standing facilities per the IML. They range from the number of allowable small cell facilities on an alternative antenna structure, to the height of the structures and/or antenna and also the color of the new structure and/or antenna. All of the items that were added limit the small cell companies from installing a number of poles that are unsightly and tall. All other items and processes within the Chapter remain the same. A permit is required for construction and will be reviewed by staff and the variance process also remains the same.

The changes to Chapter 18, which are also red-lined, include an updated definition of “Antenna” to make it more general so that it includes other Antenna’s other than those regulated by the FCC. The definitions were also cleaned up to eliminate items that are no longer relevant. The Ordinance also cross references Chapter 8 if any Antenna being constructed is located within the public right of way.

Staff is currently looking into amending the language in both ordinances to establish a consistent measurement requirement for distances in-between the antennas and/or towers, regardless if it is on private property or public right of way. Staff will update both committees on the recommendation.

### **Recommendation**

Staff recommends approval of the updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way and Chapter 18 Telecommunication and Antenna Regulations as it relates to Small Cell Antennas.

## **Chapter 8**

# **CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS OF WAY**

[7-8-1: PURPOSE AND SCOPE:](#)

[7-8-2: DEFINITIONS:](#)

[7-8-3: ANNUAL REGISTRATION REQUIRED:](#)

[7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:](#)

[7-8-5: ACTION ON PERMIT APPLICATIONS:](#)

[7-8-6: EFFECT OF PERMIT:](#)

[7-8-7: REVISED PERMIT DRAWINGS:](#)

[7-8-8: INSURANCE:](#)

[7-8-9: INDEMNIFICATION:](#)

[7-8-10: SECURITY:](#)

[7-8-11: PERMIT SUSPENSION AND REVOCATION:](#)

[7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:](#)

[7-8-13: GENERAL CONSTRUCTION STANDARDS:](#)

[7-8-14: TRAFFIC CONTROL:](#)

[7-8-15: LOCATION OF FACILITIES:](#)

[7-8-16: CONSTRUCTION METHODS AND MATERIALS:](#)

[7-8-17: VEGETATION CONTROL:](#)

[7-8-18: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:](#)

[7-8-19: CLEANUP AND RESTORATION:](#)

[7-8-20: MAINTENANCE AND EMERGENCY MAINTENANCE:](#)

[7-8-21: VARIANCES:](#)

[7-8-22: PENALTIES:](#)

[7-8-23: ENFORCEMENT:](#)

**7-8-1: PURPOSE AND SCOPE:**  

A. Purpose: The purpose of this chapter is to establish policies and procedures for constructing facilities on rights of way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights of way and the city as a whole.

B. Intent: In enacting this chapter, the city intends to exercise its authority over the rights of way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including, without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
3. Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights of way or public property;
4. Protect against environmental damage, including damage to trees, from the installation of utility facilities;
5. Protect against increased storm water runoff due to structures and materials that increase impermeable surfaces;
6. Preserve the character of the neighborhoods in which facilities are installed;
7. Preserve open space, particularly the tree lined parkways that characterize the city's residential neighborhoods;
8. Prevent visual blight from the proliferation of facilities in the rights of way; and
9. Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

C. Facilities Subject To This Chapter: This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights of way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

D. Franchises, Licenses, Or Similar Agreements: The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the city rights of way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.

E. Effect Of Franchises, Licenses, Or Similar Agreements:

1. Utilities Other Than Telecommunications Providers: In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar

agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

F. Conflicts With Other Chapters: This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

G. Conflicts With State And Federal Laws: In the event that applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

H. Sound Engineering Judgment: The city shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the city so determines. Nothing herein shall be construed to limit the ability of the city to regulate its rights of way for the protection of the public health, safety and welfare. (Ord. 2007-97, 12-18-2007)

## 7-8-2: DEFINITIONS:

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Illinois administrative code section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ALTERNATIVE ANTENNA STRUCTURE: An existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a City-owned infrastructure. Designed to shield, conceal or disguise the presence of antennas or towers and blend with the surrounding setting. Alternative structures may include, but are not limited to, unobtrusive architectural features on new or existing structures, clock towers, flagpoles and church steeples.

ANSI: American National Standards Institute.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

ASTM: American Society for Testing and Materials.

APPLICANT: A person applying for a permit under this chapter.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

**BORE OR BORING:** To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

**CABLE OPERATOR:** That term as defined in 47 USC 522(5).

**CABLE SERVICE:** That term as defined in 47 USC 522(6).

**CABLE SYSTEM:** That term as defined in 47 USC 522(7).

**CARRIER PIPE:** The pipe enclosing the liquid, gas or slurry to be transported.

**CASING:** A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

**CITY:** The united city of Yorkville, Illinois.

**CITY –OWNED INFRASTRUCTURE:** Infrastructure in public right-of-way within the boundaries of the city, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City.

**CLEAR ZONE:** The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear run out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO "Roadside Design Guide".

**COATING:** Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

**CODE:** The municipal code of the united city of Yorkville, Illinois.

**CONDUCTOR:** Wire carrying electrical current.

**CONDUIT:** A casing or encasement for wires or cables.

**CONSTRUCTION OR CONSTRUCT:** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

**COVER:** The depth of earth or backfill over buried utility pipe or conductor.

**CROSSING FACILITY:** A facility that crosses one or more right of way lines of a right of way.

**DIRECTOR OF PUBLIC WORKS:** The city director of public works or his or her designee.

**DISRUPT THE RIGHT OF WAY:** For the purposes of this chapter, any work that obstructs the right of way or causes a material adverse effect on the use of the right of way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

**DISTRIBUTED ANTENNA SYSTEM (DAS):** A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area. Generally serves multiple

| [characters.](#)

**EMERGENCY:** Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right of way or immediate maintenance required for the health and safety of the general public served by the utility.

**ENCASEMENT:** Provision of a protective casing.

**ENGINEER:** The city engineer or his or her designee.

**EQUIPMENT:** Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

**EXCAVATION:** The making of a hole or cavity by removing material, or laying bare by digging.

**EXTRA HEAVY PIPE:** Pipe meeting ASTM standards for this pipe designation.

**FACILITY:** All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights of way under this chapter. For purposes of this chapter, the term "facility" shall not include any facility owned or operated by the city.

**FREESTANDING FACILITY:** A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

**FRONTAGE ROAD:** Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

**HAZARDOUS MATERIALS:** Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the city engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

**HIGHWAY:** A specific type of right of way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

**HIGHWAY CODE:** The Illinois highway code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

**HOLDER:** A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois cable and video competition law, 220 Illinois Compiled Statutes 5/21-401.

**ICC:** Illinois commerce commission.

**IDOT:** Illinois department of transportation.

JULIE: The joint utility locating information for excavators utility notification program.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two (2) or more utilities.

LANDSCAPE SCREENING: The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

MAJOR INTERSECTION: The intersection of two (2) or more major arterial highways.

MONOPOLE: A structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

OCCUPANCY: The presence of facilities on, over or under right of way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the centerline of a right of way.

PARKWAY: Any portion of the right of way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to a facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to sections [7-8-4](#) and [7-8-5](#) of this chapter.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA: An antenna that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT: Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION FACILITY: An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the city. If no time period is specified, the period shall be thirty (30) days.

**PUBLIC ENTITY:** A legal entity that constitutes or is part of the government, whether at local, state or federal level.

**RESTORATION:** The repair of a right of way, highway, roadway, or other area disrupted by the construction of a facility.

**RIGHT OF WAY OR RIGHTS OF WAY:** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of the city. "Right of way" or "rights of way" shall not include any real or personal city property that is not specifically described in the previous two (2) sentences and shall not include city buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right of way.

**ROADWAY:** That part of the highway that includes the pavement and shoulders.

**SALE OF TELECOMMUNICATIONS AT RETAIL:** The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

**SECURITY FUND:** That amount of security required pursuant to section [7-8-10](#) of this chapter.

**SHOULDER:** A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

**[SMALL CELL FACILITIES:](#)** A Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally single-service provide installation.

**SOUND ENGINEERING JUDGMENT:** A decision(s) consistent with generally accepted engineering principles, practices and experience.

**TELECOMMUNICATIONS:** This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated nontraffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end to end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the cable communications act of 1984 (47 USC section 521 and following), as now or hereafter amended, or

cable or other programming services subject to an open video system fee payable to the city through an open video system as defined in the rules of the federal communications commission (47 CFR section 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Any person that installs, owns, operates or controls facilities in the right of way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

[TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.](#)

TRENCH: A relatively narrow open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any "facility" as defined in this chapter.

[UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage, or a similar function.](#)

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE: That term as defined in section 21-201(v) of the Illinois cable and video competition law of 2007, 220 Illinois Compiled Statutes 21-201(v).

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material. (Ord. 2007-97, 12-18-2007)

[WI-FI ANTENNA: An antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.](#)

### **7-8-3: ANNUAL REGISTRATION REQUIRED:**

Every utility that occupies right of way within the city shall register on January 1 of each year with the engineer, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right of way and a twenty four (24) hour telephone number for each such person, and evidence of insurance as required in section [7-8-8](#) of this chapter, in the form of a certificate of insurance. (Ord. 2007-97, 12-18-2007)

### **7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:**

A. Permit Required: No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any city right of way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the right of way (as defined in this chapter), or 4) materially increases the amount of area or space occupied by the facility on, over, above, along,

under, across or within the right of way, without first filing an application with the city engineer and obtaining a permit from the city therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right of way.

B. Permit Application: All applications for permits pursuant to this chapter shall be filed on a form provided by the city and shall be filed in such number of duplicate copies as the city may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

C. Minimum General Application Requirements: The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1. The utility's name and address and telephone and telecopy numbers;
2. The applicant's name and address, if different than the utility, its telephone and telecopy numbers, e-mail address, and its interest in the work;
3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
5. Evidence that the utility has placed on file with the city:
  - a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the "Illinois Manual On Uniform Traffic Control Devices", to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
  - b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the city and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;
6. Drawings, plans and specifications showing the work proposed, including the certification of an Illinois licensed professional engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
7. Evidence of insurance as required in section [7-8-8](#) of this chapter;

8. Evidence of posting of the security fund as required in section [7-8-10](#) of this chapter;
9. Any request for a variance from one or more provisions of this chapter (see section [7-8-21](#) of this chapter); and
10. Such additional information as may be reasonably required by the city.

D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

1. In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;
4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control, the metropolitan water reclamation district, and the Yorkville-Bristol sanitary district have been satisfied; or
5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

E. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within thirty (30) days after the change necessitating the amendment.

F. Application Fees: Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of fifty dollars (\$50.00). No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the electricity infrastructure maintenance fee act. (Ord. 2007-97, 12-18-2007)

#### **7-8-5: ACTION ON PERMIT APPLICATIONS:**

A. City Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the city engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the city engineer shall reject such application in writing, stating the reasons therefor. If the city engineer is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the city engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the city engineer, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

B. Additional City Review Of Applications Of Telecommunications Retailers:

1. Pursuant to section 4 of the telephone company act, 220 Illinois Compiled Statutes 65/4, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the city not less than forty five (45) days prior to the commencement of work requiring no excavation and not less than forty five (45) days prior to the commencement of work requiring excavation. The city engineer shall specify the portion of the right of way upon which the facility may be placed, used and constructed.
2. In the event that the city engineer fails to provide such specification of location to the telecommunications retailer within either: a) forty five (45) days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or b) forty five (45) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.
3. Upon the provision of such specification by the city, where a permit is required for work pursuant to section [7-8-4](#) of this chapter the telecommunications retailer shall submit to the city an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subsection A of this section.

C. Additional City Review Of Applications Of Holders Of State Authorization Under The Cable And Video Competition Law Of 2007: Applications by a utility that is a holder of a state issued authorization under the cable and video competition law of 2007 shall be deemed granted forty five (45) days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes, ordinances, and regulations. (Ord. 2007-97, 12-18-2007)

**7-8-6: EFFECT OF PERMIT:**  

A. Authority Granted; No Property Right Or Other Interest Created: A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights of way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights of way.

B. Duration: No permit issued under this chapter shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

C. Preconstruction Meeting Required: No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a preconstruction meeting. The preconstruction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights of way by the public during construction, and access and egress by adjacent property owners.

D. Compliance With All Laws Required: The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations. (Ord. 2007-97, 12-18-2007)

#### **7-8-7: REVISED PERMIT DRAWINGS:**

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section [7-8-21](#) of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right of way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefore. (Ord. 2007-97, 12-18-2007)

#### **7-8-8: INSURANCE:**

A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right of way or constructing any facility in the right of way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:

- a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
- b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
- c. Five million dollars (\$5,000,000.00) for all other types of liability;
- 4. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
- 3. Workers' compensation with statutory limits; and
- 4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess Or Umbrella Policies: The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. Copies Required: The utility shall provide copies of any of the policies required by this section to the city within ten (10) days following receipt of a written request therefor from the city.

D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

*It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Mayor of such intent to cancel or not to renew.*

Within ten (10) days after receipt by the city of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to

demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.

F. Effect Of Insurance And Self-Insurance On Utility's Liability: The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

G. Insurance Companies: All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the state of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company. (Ord. 2007-97, 12-18-2007)

#### **7-8-9: INDEMNIFICATION:**

By occupying or constructing facilities in the right of way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights of way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives. (Ord. 2007-97, 12-18-2007)

#### **7-8-10: SECURITY:**

A. Purpose: The permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:

1. The faithful performance by the permittee of all the requirements of this chapter;
2. Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and
3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is

required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

B. Form: The permittee shall provide the security fund to the city in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the city, or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without ninety (90) day prior cancellation notice to the city and the permittee;
2. Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
3. Shall provide a location convenient to the city and within the state of Illinois at which it can be drawn.

C. Amount: The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the right of way to at least as good a condition as that existing prior to the construction under the permit, as determined by the city engineer, and may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the city engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.

D. Withdrawals: The city, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the city for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;
2. Fails to pay any liens relating to the facilities that are due and unpaid;
3. Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or
4. Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the security fund.

E. Replenishment: Within fourteen (14) days after receipt of written notice from the city that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection C of this section.

F. Interest: The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the city, upon written request for said withdrawal to the city, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection C of this section.

G. Closing And Return Of Security Fund: Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the security fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

H. Rights Not Limited: The rights reserved to the city with respect to the security fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. 2007-97, 12-18-2007)

#### **7-8-11: PERMIT SUSPENSION AND REVOCATION:**

A. City Right To Revoke Permit: The city may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
2. Noncompliance with this chapter;
3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights of way presents a direct or imminent threat to the public health, safety, or welfare; or
4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

B. Notice Of Revocation Or Suspension: The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

C. Permittee Alternatives Upon Receipt Of Notice Of Revocation Or Suspension: Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

1. Immediately provide the city with evidence that no cause exists for the revocation or suspension;
2. Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five (5) working days after receipt of the written notice of revocation; or
3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights of way and restore the rights of way to the satisfaction of the city providing written proof of such removal to the city within ten (10) days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the city may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

E. Failure Or Refusal Of The Permittee To Comply: If the permittee fails to comply with the provisions of subsection C of this section, the city or its designee may, at the option of the city: 1) correct the deficiencies; 2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or 3) after not less than thirty (30) days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal. (Ord. 2007-97, 12-18-2007)

## **7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL**

### **STATUS:**

A. Notification Of Change: A utility shall notify the city no less than thirty (30) days prior to the transfer of ownership of any facility in the right of way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right of way.

B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right of way.

C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer. (Ord. 2007-97, 12-18-2007)

#### **7-8-13: GENERAL CONSTRUCTION STANDARDS:**

A. Standards And Principles: All construction in the right of way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

1. "Standard Specifications For Road And Bridge Construction";
2. "Supplemental Specifications And Recurring Special Provisions";
3. "Highway Design Manual";
4. "Highway Standards Manual";
5. "Standard Specifications For Traffic Control Items";
6. "Illinois Manual On Uniform Traffic Control Devices" (92 Ill. adm. code section 545);
7. "Flagger's Handbook"; and
8. "Work Site Protection Manual For Daylight Maintenance Operations".

B. Interpretation Of Municipal Standards And Principles: If a discrepancy exists between or among differing principles and standards required by this chapter, the city engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the city engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future. (Ord. 2007-97, 12-18-2007)

#### **7-8-14: TRAFFIC CONTROL:**

A. Minimum Requirements: The city's minimum requirements for traffic protection are contained in IDOT's "Illinois Manual On Uniform Traffic Control Devices" and this code.

B. Warning Signs, Protective Devices, And Flaggers: The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights of way.

C. Interference With Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

D. Notice When Access Is Blocked: At least forty eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section [7-8-20](#) of this chapter, the utility shall provide such notice as is practicable under the circumstances.

E. Compliance: The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city. (Ord. 2007-97, 12-18-2007)

#### **7-8-15: LOCATION OF FACILITIES:**

A. General Requirements: In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

1. No Interference With City Facilities: No utility facilities shall be placed in any location if the city engineer determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.
2. Minimum Interference And Impact: The proposed location shall cause only the minimum possible interference with the use of the right of way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right of way.
3. No Interference With Travel: No utility facility shall be placed in any location that interferes with the usual travel on such right of way.
4. No Limitations On Visibility: No utility facility shall be placed in any location so as to limit visibility of or by users of the right of way.

5. Size Of Utility Facilities: The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

#### B. Parallel Facilities Located Within Highways:

1. Overhead Parallel Facilities: An overhead parallel facility may be located within the right of way lines of a highway only if:
  - a. Lines are located as near as practicable to the right of way line and as nearly parallel to the right of way line as reasonable pole alignment will permit;
  - b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') (0.6 m) behind the face of the curb, where available;
  - c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
  - d. No pole is located in the ditch line of a highway; and
  - e. Any ground mounted appurtenance is located within one foot (1') (0.3 m) of the right of way line or as near as possible to the right of way line.
2. Underground Parallel Facilities: An underground parallel facility may be located within the right of way lines of a highway only if:
  - a. The facility is located as near the right of way line as practicable and not more than eight feet (8') (2.4 m) from and parallel to the right of way line;
  - b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
  - c. In the case of an underground power or communications line, the facility shall be located as near the right of way line as practicable and not more than five feet (5') (1.5 m) from the right of way line and any above grounded appurtenance shall be located within one foot (1') (0.3 m) of the right of way line or as near as practicable.

#### C. Facilities Crossing Highways:

1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a ninety degree (90°) angle to the centerline as practicable.

4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:

a. It has a minimum vertical line clearance as required by ICC's rules entitled, "construction of electric power and communication lines" (83 Ill. adm. code 305);

b. Poles are located within one foot (1') (0.3 m) of the right of way line of the highway and outside of the clear zone; and

c. Overhead crossings at major intersections are avoided.

5. Underground Power Or Communication Facility: An underground power or communication facility may cross a highway only if:

a. The design materials and construction methods will provide maximum maintenance free service life; and

b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6. Markers: The city may require the utility to provide a marker at each right of way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations (49 CFR section 192.707 (1989)).

D. Facilities To Be Located Within Particular Rights Of Way: The city may require that facilities be located within particular rights of way that are not highways, rather than within particular highways.

E. Freestanding Facilities:

1. The city may restrict the location and size of any freestanding facility located within a right of way.

2. The city may require any freestanding facility located within a right of way to be screened from view.

F. Facilities Installed Aboveground: Aboveground facilities may be installed only if:

1. No other existing facilities in the area are located underground;

2. New underground installation is not technically feasible; and

3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged.

4. No more than two (2) personal wireless telecommunications facilities will be permitted on utility poles or Alternative Antenna Structure of ninety (90) feet or less.

5. No more than three (3) personal wireless telecommunications facilities will be permitted on utility poles or Alternative Antenna Structure in excess of ninety (90) feet and less than one-hundred and twenty (120) feet.

6. Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, monopole, or City-owned infrastructure only where such pole, structure or infrastructure is located no closer than a distance equal to one hundred (100) percent of the height of such a facility to any residential building and no closer than three hundred (300) feet from any other personal wireless telecommunication facility.

7. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume.

8. The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet.

9. The operator of a personal wireless telecommunication facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight (8) feet above grade.

10. The top of the highest point of the antenna cannot extend more than seven (7) feet above the highest point of the utility pole, alternative antenna support structure, tower or City-owned infrastructure. If necessary, the new replacement or new utility pole, alternative antenna support structure, or City-owned infrastructure located within the public right of way may be no more than ten (10) feet higher than existing poles adjacent to the replacement or new pole structure, or no more than ninety (90) feet in height overall, whichever is less.

11. A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surrounding pole, structure tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.

12. Extensions to utility poles, alternative support structures, towers and City-owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards (National Electric Safety Code, ANSI, and EIA). The evaluation of the structural integrity must be prepared by a professional structural engineer licensed in the State of Illinois. An extension must be securely

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[bound to the utility pole, alternative antenna structure, tower or City-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.](#)

G. Facility Attachments To Bridges Or Roadway Structures:

1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:
  - a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
  - b. The type, length, value, and relative importance of the highway structure in the transportation system;
  - c. The alternative routings available to the utility and their comparative practicability;
  - d. The proposed method of attachment;
  - e. The ability of the structure to bear the increased load of the proposed facility;
  - f. The degree of interference with bridge maintenance and painting;
  - g. The effect on the visual quality of the structure; and
  - h. The public benefit expected from the utility service as compared to the risk involved.

H. Appearance Standards:

1. The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.
2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right of way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed. (Ord. 2007-97, 12-18-2007)

**7-8-16: CONSTRUCTION METHODS AND MATERIALS:**  

A. Standards And Requirements For Particular Types Of Construction Methods:

1. Boring Or Jacking:

- a. Pits And Shoring: Boring or jacking under rights of way shall be accomplished from pits located at a minimum distance specified by the city director of public works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty eight (48) hours in advance of boring or jacking operations and backfilled within forty eight (48) hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
- b. Wet Boring Or Jetting: Wet boring or jetting shall not be permitted under the roadway.
- c. Borings With Diameters Greater Than Six Inches: Borings over six inches (6") (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1") (25 mm).
- d. Borings With Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
- e. Tree Preservation: Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.

2. Trenching: Trenching for facility installation, repair, or maintenance on rights of way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications For Road And Bridge Construction".

- a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe/line testing. Only one-half ( $\frac{1}{2}$ ) of any intersection may have an open trench at any time unless special permission is obtained from the city engineer.
- b. Open Trench And Excavated Material: Open trench and windrowed excavated material shall be protected as required by [chapter 6](#) of the "Illinois Manual On Uniform Traffic Control Devices". Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right of way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off road location.
- c. Drip Line Of Trees: The utility shall not trench within the drip line of any tree designated by the city to be preserved.

3. Backfilling:

- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications For Road And Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
- b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the

facility. If so ordered by the engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the engineer.

4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection A4 is permitted under section [7-8-21](#) of this chapter, the following requirements shall apply:

- a. Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-7 gradation, as designated by the engineer.
- b. Restoration of pavement, in kind, shall be accomplished as soon as practicable and at twice the amount of the existing pavement depth, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.
- c. All saw cuts shall be full depth.
- d. For all rights of way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

5. Encasement:

- a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one piece fabrication or by welding or jointed installation approved by the city.
- b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right of way line. No aboveground vent pipes shall be located in the area established as clear zone for that particular section of the highway.
- c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.
- d. In the case of gas pipelines of sixty (60) psig or less, encasement may be eliminated.
- e. In the case of gas pipelines or petroleum products pipelines with installations of more than sixty (60) psig, encasement may be eliminated only if: 1) extra heavy pipe is used that precludes future maintenance or repair and 2) cathodic protection of the pipe is provided.
- f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right of way.

6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the Yorkville subdivision control ordinances 2000-2, as amended from time to time.

B. Standards And Requirements For Particular Types Of Facilities:

1. Electric Power Or Communication Lines:

a. Code Compliance: Electric power or communications facilities within city rights of way shall be constructed, operated, and maintained in conformity with the provisions of 83 Illinois administrative code part 305 (formerly general order 160 of the Illinois commerce commission) entitled "rules for construction of electric power and communication lines", and the national electrical safety code.

b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guywires are equipped with guy guards for maximum visibility.

c. Underground Facilities:

(1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

(2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of "moles", "whip augers", or other approved methods which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.

(3) Cable shall be grounded in accordance with the national electrical safety code.

d. Burial Of Drops: All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snow drops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snow drops, within ten (10) business days after placement.

2. Underground Facilities Other Than Electric Power Or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:

a. The use of "moles", "whip augers", or other approved methods which compress the earth to move the opening for the pipe;

b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

d. Tunneling with vented encasement, but only if installation is not possible by other means.

3. Gas Transmission, Distribution And Service: Gas pipelines within rights of way shall be constructed, maintained, and operated in a city approved manner and in conformance with the federal code of the office of pipeline safety operations, department of transportation, part 192 - transportation of natural and other gas by pipeline: minimum federal safety standards (49 CFR section 192), IDOT's "Standard Specifications For Road And Bridge Construction", and all other applicable laws, rules, and regulations.
4. Petroleum Products Pipelines: Petroleum products pipelines within rights of way shall conform to the applicable sections of ANSI standard code for pressure piping (liquid petroleum transportation piping systems ANSI-B 31.4).
5. Water Lines, Sanitary Sewer Lines, Storm Water Sewer Lines Or Drainage Lines: Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights of way shall meet or exceed the recommendations of the current "Standard Specifications For Water And Sewer Main Construction In Illinois" and "Yorkville's Standard Specifications For Improvements".
6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right of way, shall be provided with a vegetation free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the engineer. With the approval of the engineer, shrubbery surrounding the appurtenance may be used in place of vegetation free area. The housing for ground mounted appurtenances shall be painted a neutral color to blend with the surroundings.

#### C. Materials:

1. General Standards: The materials used in constructing facilities within rights of way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standard Specifications For Road And Bridge Construction", the requirements of the Illinois commerce commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. Material Storage On Right Of Way: No material shall be stored on the right of way without the prior written approval of the city engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right of way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right of way and other property. If material is to be stored on right of way, prior approval must be obtained from the city.
3. Hazardous Materials: The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

#### D. Operational Restrictions:

1. Construction operations on rights of way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and

welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.

2. These restrictions may be waived by the engineer when emergency work is required to restore vital utility services.
3. Unless otherwise permitted by the city, the hours of construction are those set forth in section [8-1-2B](#) of this code.

E. Location Of Existing Facilities: Any utility proposing to construct facilities in the city shall contact JULIE and ascertain the presence and location of existing aboveground and underground facilities within the rights of way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by JULIE, a utility shall locate and physically mark its underground facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act<sup>1</sup>. (Ord. 2007-97, 12-18-2007)

#### **7-8-17: VEGETATION CONTROL:**

A. Electric Utilities; Compliance With State Laws And Regulations: An electric utility shall conduct all tree trimming and vegetation control activities in the right of way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

B. Other Utilities; Tree Trimming Permit Required: Tree trimming that is done by any other utility with facilities in the right of way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

1. Application For Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.
2. Damage To Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

C. Specimen Trees Or Trees Of Special Significance: The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

D. Chemical Use:

1. Except as provided in the following subsection, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.
2. Spraying of any type of brush killing chemicals will not be permitted on rights of way unless the utility demonstrates to the satisfaction of the engineer that such spraying is the only practicable method of vegetation control. (Ord. 2007-97, 12-18-2007)

**7-8-18: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY**

**FACILITIES:**  

A. Notice: Within ninety (90) days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights of way.

B. Removal Of Unauthorized Facilities: Within thirty (30) days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights of way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights of way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;
3. If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or
4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C. Emergency Removal Or Relocation Of Facilities: The city retains the right and privilege to cut or move any facilities located within the rights of way of the city, as the city may determine to be

necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

- D. Abandonment Of Facilities: Upon abandonment of a facility within the rights of way of the city, the utility shall notify the city within ninety (90) days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the city engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. (Ord. 2007-97, 12-18-2007)

#### **7-8-19: CLEANUP AND RESTORATION:**

The utility shall submit a landscape restoration plan to the city engineer for approval. The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights of way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city engineer. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the city engineer in the landscape restoration plan. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right of way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the city engineer for good cause shown. (Ord. 2007-97, 12-18-2007)

#### **7-8-20: MAINTENANCE AND EMERGENCY MAINTENANCE:**

- A. General: Facilities on, over, above, along, upon, under, across, or within rights of way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.
- B. Emergency Maintenance Procedures: Emergencies may justify noncompliance with normal procedures for securing a permit:
1. If an emergency creates a hazard on the traveled portion of the right of way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right of way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
  2. In an emergency, the utility shall, as soon as possible, notify the city engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the

nature of the emergency is such as to interfere with the free movement of traffic, the city police shall be notified immediately.

3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

C. Emergency Repairs: The utility must file in writing with the city a description of the repairs undertaken in the right of way within forty eight (48) hours after an emergency repair. (Ord. 2007-97, 12-18-2007)

#### **7-8-21: VARIANCES:**

A. Request For Variance: A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the city engineer as a part of the permit application. The request shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

B. Authority To Grant Variances: The city engineer shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

C. Conditions For Granting Of Variance: The city engineer may authorize a variance only if the utility requesting the variance has demonstrated that:

1. One or more conditions not under the control of the utility (such as terrain features or an irregular right of way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
2. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

D. Additional Conditions For Granting Of A Variance: As a condition for authorizing a variance, the city engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

E. Right To Appeal: Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the city engineer under the provisions of this chapter shall have the right to appeal to the city council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the city clerk within thirty

(30) days after the date of such order, requirement, decision or determination. The city council shall commence its consideration of the appeal at the council's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The city council shall timely decide the appeal. (Ord. 2007-97, 12-18-2007)

#### **7-8-22: PENALTIES:**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it. (Ord. 2007-97, 12-18-2007)

#### **7-8-23: ENFORCEMENT:**

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter. (Ord. 2007-97, 12-18-2007)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 1](#): 220 ILCS 50/1 et seq.

## Chapter 18

# TELECOMMUNICATION TOWER AND ANTENNA REGULATIONS

[10-18-1: DEFINITIONS:](#)

[10-18-2: APPLICABILITY:](#)

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[10-18-7: ANNUAL REPORTING OF INFORMATION:](#)

### 10-18-1: DEFINITIONS:

ALTERNATIVE TOWER STRUCTURE: Manmade trees, clock towers, bell steeples, light poles and similar alternative design mounting structures that camouflage or conceal the presence of antennas and towers.

ANTENNA: ~~Any structure or device used to receive or radiate electromagnetic waves as defined by the FCC or any successor agency.~~ Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

ANTENNA STRUCTURES: Those structures which include the radiating and/or receiving system, its supporting structures (see definition of Tower), and any appurtenance mounted thereon as defined by the FCC or any successor agency.

~~BACKHAUL NETWORK: The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.~~

FAA: The federal aviation administration.

FCC: The federal communications commission.

HEIGHT: When referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and antenna structures.

NO-IMPACT ANTENNA AND TOWERS: A tower or antenna which is either: a) virtually invisible to the casual observer, such as an antenna behind louvers on a building, or inside a steeple or similar structure, or b) camouflaged so as to blend in with its surroundings to such an extent that it is no more obtrusive to the casual observer than the structure on which it is: 1) placed, such as a rooftop, lighting standard, or existing tower, or 2) replacing, such as a school athletic field light standard.

PERSONAL WIRELESS FACILITY: Any facility for the provision of personal wireless services as defined by the FCC or any successor agency.

PERSONAL WIRELESS SERVICES: Commercial mobile services, unlicensed wireless services and

common carrier wireless exchange access services as defined by the FCC or any successor agency.

**PREEXISTING TOWERS OR ANTENNAS:** Any tower or antenna for which a building permit or conditional use permit has been properly issued prior to the effective date hereof, including permitted towers and antennas that have not yet been constructed so long as such approval is current and not expired.

**TOWER:** Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communications purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

~~**TOWER AND ANTENNA ORDINANCE:** Shall refer to this chapter.~~

~~**UNLICENSED WIRELESS SERVICE:** That service which offers telecommunications services using duly authorized devices which do not require individual licenses issued by the FCC, but does not mean the provision of direct to home satellite services as defined by the FCC or any successor agency. (Ord. 2014-73, 11-25-2014)~~

## **10-18-2: APPLICABILITY:**

- A. New Towers And Antennas: All new towers or antennas in Yorkville shall be subject to these regulations, except as provided in subsections B through D of this section inclusive.
- B. Amateur Radio Station Operator/Receive Only Antennas: This chapter shall not govern any tower, or the installation of any antenna, that is under eighty feet (80') in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas. No receive only antenna shall exceed the highest point on the nearest residential rooftop of a dwelling by more than ten feet (10').
- C. Preexisting Towers Or Antennas: Existing towers and existing antennas which predated this chapter, shall not be required to meet the requirements of this chapter other than the requirements of subsections [10-18-3F](#), H and R of this chapter. All preexisting towers and antennas shall be subject to the tower and antenna administrative fee.
- D. AM Array: For purposes of implementing this chapter, AM array, consisting of one or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right. (Ord. 2014-73, 11-25-2014)

E. If the Tower and/or Antenna is situated within the Public Right of Way, such tower and/or antenna must meet the requirements of Chapter 8, Construction of Utility Facilities in Rights of Way

### **10-18-3: GENERAL REQUIREMENTS:**

A. Special Or Accessory Use: Antennas and towers may be considered either special or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

B. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with Yorkville's development regulations, including, but not limited to, setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

C. Inventory Of Existing Sites: Each applicant for approval of an antenna and/or tower shall provide to the zoning officer an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of Yorkville or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The zoning officer may share such information with other applicants applying for administrative approvals or special use permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of Yorkville, provided, however that the zoning officer is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

D. Aesthetics: Towers and antennas shall meet the following requirements:

1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.
2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural settings and surrounding buildings.
3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

- E. Lighting: Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.
- F. State Or Federal Requirements: All towers must meet or exceed current standards or regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a more restrictive compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
- G. Building Codes/Safety Standards: Any owner or operator of an antenna, antenna structure or tower shall maintain the antenna, antenna structure or tower in compliance with the standards contained in the current and applicable state or local building codes and the applicable standards for towers that are published by the national electrical code NFPA 70 and international building code; radio, television sec. 3108, as amended from time to time. If, upon inspection, the city of Yorkville concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring the antenna, antenna structure, or tower into compliance within the thirty (30) day period shall constitute grounds for the removal of the antenna, antenna structure or tower at the owner's expense.
- H. Measurement: For purposes of measurement, tower setbacks and tower separation distances shall be calculated and applied to facilities located in Yorkville irrespective of municipal and county jurisdictional boundaries.
- I. Not Essential Services: Antennas, antenna structures, and towers shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.
- J. Public Notice: For purposes of this chapter, any special use request, variance request, or appeal of an administratively approved use or special use shall require public notice and individual notice by the city of Yorkville to all abutting property owners and all properties that are located within two hundred fifty feet (250') of the zoning lot in question. Streets, alleys and watercourses shall not be considered in the determination of "abutting" nor in calculating the two hundred fifty feet (250').

K. Signs: No signs shall be allowed on an antenna or tower other than those required by the FCC.

L. Buildings And Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of subsection [10-18-5K](#) of this chapter.

M. Multiple Antenna/Tower Plan: The city of Yorkville encourages all plans for towers and antenna sites to be submitted in a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

N. Antenna On Existing Structures: Any antenna which is not attached to a tower may be approved by the city of Yorkville as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight (8) or more dwelling units, provided:

1. The antenna does not extend more than thirty feet (30') above the highest point of the structure;
2. The antenna complies with all applicable FCC and FAA regulations; and
3. The antenna complies with all applicable building codes and safety standards as referenced in subsection G of this section.

O. Antennas On Existing Towers: An antenna which is attached to an existing tower may be approved by the zoning officer and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:

1. Additional Antenna: A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the zoning officer allows reconstruction as a monopole.
2. Height:
  - a. An existing tower may be modified or rebuilt to a taller height, not to exceed thirty feet (30') over the tower's existing height, such height not exceeding one hundred fifty feet (150') in total, to accommodate the collocation of an additional antenna.
  - b. The height change referred to in subsection O2a of this section may only occur one time per communication tower.

c. The additional height referred to in subsection O2a of this section shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separations.

3. On Site Location:

a. A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved on site within fifty feet (50') of its existing location.

b. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.

c. A relocated on site tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers. The relocation of a tower hereunder shall in no way be deemed to cause a violation of this chapter.

d. The on site relocation of a tower which comes within the separation distances to residential units or residentially zoned lands as established in this zoning ordinance shall only be permitted when approved by the zoning officer.

4. New Towers In Nonresidential Zoning Districts: An applicant may locate any new tower in an O, B-1, B-2, B-3, B-4, M-1, M-2, or A-1 zoning district, provided that: a) a licensed professional engineer certifies the tower can structurally accommodate the number of shared users proposed by the applicant; b) the zoning officer concludes the tower is in conformity with the goals set forth in this subsection O and the requirements of this subsection; c) the tower meets the setback and separation requirements in subsection [10-18-5E](#) of this chapter; and d) the tower meets the following height and usage criteria:

a. For a single user, up to and including one hundred twenty feet (120') in height;

b. For two (2) users, up to one hundred fifty feet (150') in height; and

c. For three (3) or more users, up to and including one hundred eighty feet (180') in height.

P. Roadway Access: All sites on which antennas, antenna structures and towers are located must have a passable roadway access of compacted macadam base not less than seven inches (7") thick surfaced with not less than two inches (2") of asphaltic concrete or some comparable dustless material.

Q. Fencing: The structures upon any site upon which an antenna, antenna structure, or tower is located shall be surrounded by an opaque screen which is no less than six feet (6') in height and equipped with an appropriate anticlimbing device. Screening materials shall include either wooden or chainlink fencing. Shrubbery and bushes shall be required, in addition to the wooden or chainlink fence, unless specifically waived by Yorkville in its discretion in appropriate cases.

R. Disguised Structures: The provider of an antenna, antenna structure, or tower may propose to disguise the proposed antenna, antenna structure or tower. Any such disguise must be aesthetically consistent with the character of the surrounding area and environment, and be constructed in such a manner where the health or safety of Yorkville residents shall not be endangered. Yorkville may require the disguise of an antenna, antenna structure or tower as a condition of approval of a building permit or special use permit if the antenna, antenna structure or tower is to be erected on a golf course or other public recreational area.

S. Annual Administrative Fee And Certifications:

1. The annual administration fee payable to the city of Yorkville by any owner and/or operator of an antenna, antenna structure, or tower shall be the sum of thirty five dollars (\$35.00) which shall be due on or before January 10 of each calendar year commencing with calendar year 2001.
2. In the event a tower is inspected and a certification provided by the owner and/or operator of said tower or related facility showing compliance with all regulations, the above fee shall be the only fee charged. In the event the owner and/or operator of an antenna, antenna structure, or tower fails to have the certification as is required annually to be filed with the city under the terms of this subsection, the owner and/or operator shall reimburse the city for the actual cost of the outside consultant the city deems necessary to conduct said inspection which shall be a minimum of three hundred fifty dollars (\$350.00) and any additional cost incurred therein.

The city of Yorkville reserves the right to increase or decrease the amount of the administrative fee as it deems necessary. A separate administrative fee shall be paid by each user or collocater on a tower.

T. Permit Required: Prior to the construction of an antenna, antenna structure or tower the provider of the radio, television, or telecommunications services shall obtain a permit from Yorkville for the erection of such antenna, antenna structure or tower. An applicant for a permit for an antenna, antenna structure, or tower shall pay a fee in accordance with the fee schedule set forth in [title 8, chapter 10](#) of this code, plus any reasonable legal, engineering, or consulting fees at the conclusion of the review.

U. Waiver Of Provisions: An applicant can request a waiver of any provision of this chapter upon the showing of appropriate justification and benefit to the public. Such request shall be treated as a request for a variance and the appropriate procedures thereto shall apply. (Ord. 2014-73, 11-25-2014)

#### 10-18-4: PERMITTED USES:

A. General: The following uses listed in this section are deemed to be permitted uses and shall not require administrative approval or a special use permit.

B. Uses: Antennas, antenna structures and towers are specifically permitted in any zoning classification, except that part of any zoning district which is located in a floodplain, so long as said antennas or towers conform to the following and all other requirements of this title:

Antennas and towers located on property owned, leased, or otherwise controlled by Yorkville, particularly and expressly including Yorkville's water tower sites, and city hall and police station sites, provided that a lease authorizing such antenna, antenna structure, or tower has been approved by Yorkville.

Antennas or towers are permitted to be located on the Burlington Northern Railroad easement running southwest and northeast through Yorkville, subject to subsections [10-18-3A](#) through U of this chapter.

No-impact antennas and towers. (Ord. 2014-73, 11-25-2014)

## **10-18-5: SPECIAL USES AND ACCESSORY USES:**

### **A. General Provisions:**

1. Radio and telecommunications antennas, antenna structures and towers used for personal wireless facilities, personal wireless services, radio transmission, or television transmission shall be subject to the special use provisions contained within section [10-4-9](#) of this title and applications for special use permits shall be subject to the procedures and requirements of this title, except as modified in this chapter.
2. In granting a special use permit, the plan commission may impose conditions to the extent the plan commission concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.
3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.
4. An applicant for a special use permit shall submit the information described in this section and a nonrefundable fee as established by resolution of the city council of Yorkville to reimburse Yorkville for the cost of reviewing the application.
5. Antennas, antenna structures and towers shall be allowed as special uses only consistent with all of the requirements of this chapter in the following zoning districts: R-1, single-family suburban residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; R-2, single-family traditional residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; B-1, local business district; B-2, retail commerce business district; B-3, general business district; B-4, service business district; and A-1, agricultural district.
6. Antennas, antenna structures and towers shall be allowed as a special use in the E-1, estate district if it is consistent with all of the requirements of this chapter and the following criteria:
  - a. The parcel that any antennas, antenna structures and towers are located on must be at least two (2) acres.

- b. The total height of the structure must be less than the distance from the base of the structure to the closest property line of all adjacent parcels.
- 7. Antennas, antenna structures and towers shall be allowed as accessory uses only consistent with all of the requirements of this chapter in the following zoning districts: M-1, limited manufacturing district, and M-2, general manufacturing district.

B. Information Required: In addition to any information required for applications for special use permits referenced above, each petitioner requesting a special use permit under this chapter for an antenna, antenna structures, and tower shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals, showing the location, type and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, proposed means of access, parking, fencing, landscaping, adjacent uses, adjacent roadway, and other information deemed necessary by Yorkville to be necessary to assess compliance for this chapter. In addition, the following information shall be supplied:

1. Legal description of the parent track and leased parcel (if applicable);
2. The setback distance between the proposed structure and the nearest residential unit, platted residentially zoned properties and unplatted residentially zoned property;
3. The separation distance from other structures in the inventory of existing sites submitted pursuant to subsection [10-18-3C](#) of this chapter shall be shown on an updated site plan or map and the applicant shall also identify the type of construction of the existing structure(s) and the owner/operator of the existing structure(s), if known;
4. A landscape plan showing specific landscape materials;
5. The method of fencing and finish color and, if applicable, the method of camouflage and illumination;
6. A description of compliance with subsections [10-18-3C](#), E, F, G, H, I, and M of this chapter and all applicable federal, state or local laws;
7. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users;
8. Identification of the entities providing the backhaul network for the structure(s) described in the application and other cellular sites owned or operated by the applicant in Yorkville;
9. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower; and
10. A description of the feasible location(s) of future towers or antennas within Yorkville based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.

11. An applicant shall be notified within thirty (30) days if the application is incomplete. The city shall make a decision on collocation within ninety (90) days and all other siting applications within one hundred fifty (150) days of the receipt of a completed application.

C. Factors Considered In Granting Special Use Permits: The city of Yorkville shall consider the following factors in determining whether to issue a special use permit above and beyond those factors referenced in section [10-4-9](#) of this title. The city of Yorkville may waive or reduce the burden on the petitioner of one or more of these criteria if Yorkville concludes that the goals of this chapter are better served thereby.

1. Height of the proposed antenna, antenna structure or tower;
2. Proximity of the antenna, antenna structure or tower to residential structures and residential district boundaries;
3. Nature of uses on adjacent and nearby properties;
4. Surrounding topography;
5. Surrounding tree coverage and foliage;
6. Design of the antenna, antenna structure or tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
7. Proposed ingress and egress.

D. Height: No antenna, antenna structure, or tower shall exceed a height of one hundred (100) linear feet in aerial height. Where an arm has been installed to facilitate collocation of an additional antenna on the existing antenna structure or tower, the arm shall not exceed a length of twelve (12) linear feet.

E. Setbacks And Separation:

1. Setbacks: Antennas, antenna structures or towers must be set back a distance equal to the height of the antenna, antenna structure, or tower from any off site, residential structure. Antenna structures, guylines, and equipment shelters must satisfy the minimum setback requirements for E-1, R-1, R-2, R-2D, B-1, B-2, B-3, B-4, M-1, M-2, and A-1 zoning districts.
2. Separation: The following separation requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the plan commission may reduce the standard separation requirements if the goals of this chapter would be better served thereby, or if enforcement of said setback would effectively prohibit said tower:
  - a. Separation From Off Site Uses/Designated Area:

- (1) Tower separation shall be measured from the base of the tower to the lot line of the off site uses and/or designated areas as specified in table 10.18.01 of this section, except as otherwise provided in table 10.18.01 of this section.
- (2) Separation requirements for towers shall comply with the minimum standards established in table 10.18.01 of this section.

TABLE 10.18.01  
SEPARATION REQUIREMENTS

Off Site Use/Designated Area	Separation Distance
Single-family or duplex residential units principal building	500 feet
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	500 feet
Vacant unplatted residentially zoned lands, including unplatted residential use property without a valid preliminary subdivision plan or valid development plan approval and any multi-family residentially zoned land greater than duplex	500 feet
Existing multi-family residential units greater than duplex	100 feet or 100 percent of the tower height, whichever is greater
Nonresidentially zoned lands or nonresidential uses	None
The Fox River or any watercourse	500 feet, as measured from the shore
Major highways (as defined in the Yorkville comprehensive plan)	500 feet from the right of way

b. Separation Distances Between Towers:

- (1) Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in table 10.18.02 of this section.

TABLE 10.18.02  
EXISTING TOWER SEPARATION DISTANCES

Existing Tower Type	Separation Distance			
	Lattice	Guyed	Monopole (Taller Than 75 Feet)	Monopole (Shorter Than 75 Feet)
Lattice	1,000	1,500	500	250
Guyed	1,000	1,750	1,500	1,250
Monopole (taller than 75 feet)	500	1,500	250	250
Monopole (shorter than 75 feet)	250	1,250	250	250

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F. Siting On Wetland Prohibited: No antenna, antenna structure, or tower shall be located in an area which has been designated as a wetland either by the city of Yorkville, Kendall County, the state of Illinois department of natural resources, the United States department of the interior or the United States army corps of engineers, and any and all governmental bodies and agencies having jurisdiction.

G. FCC Signage: To the extent that signage is required by the FCC on an antenna structure, or tower, that signage shall constitute no more than five percent (5%) of the square footage of the antenna, antenna structure, or tower or shall be no larger than is required by the FCC, whichever shall constitute the smallest signage area.

H. Preservation Of Landscape: Existing mature tree growth and natural landforms on the proposed antenna, antenna structure, or tower site shall be preserved to the maximum extent possible.

I. Utilities And Access Required: Radio and telecommunications antennas, antenna structures, and towers, including, but not limited to, those used for personal wireless services, personal wireless facilities and unlicensed wireless services, shall be required to include adequate utilities, access, and/or other facilities necessary for the servicing of the antenna, antenna structure or tower. All such utilities shall be buried.

J. Signal Interference: No signal transmission from any antenna, antenna structure, or tower shall interfere with police, fire, public works or any other governmental radio band signals. In the case of the possibility of such interference based upon the frequencies selected for the proposed antenna, antenna structure, or tower, the petition for special use shall be denied.

K. Equipment Shelter And Equipment Cabinets:

1. Equipment Shelter: A provider of a radio, television, or telecommunications antenna, antenna structure, or tower may provide an equipment shelter on the site of the antenna, antenna structure, or tower. The square footage of the equipment shelter may not exceed more than twenty percent (20%) of the total square footage of the antenna, antenna structure or tower ground site or four hundred fifty (450) square feet, whichever is greater. At any antenna, antenna structure, or tower site in which more than one antenna has been collocated, no more than three (3) equipment shelters shall be allowed. Multiple equipment shelters shall be contained under one roof if at all practicably possible. No equipment shelter shall be approved as part of the site plan unless appropriate electrical power and road ingress and egress facilities are planned for inclusion at the equipment shelter site.
2. Equipment Cabinets:
  - a. In residential districts, the equipment cabinet or structure may be located in a front or side yard provided the cabinet or structure is no greater than four feet (4') in height or twenty four (24) square feet of gross floor area and the cabinet/structure is located a minimum of six feet (6') from all lot lines. The cabinet/structure shall be screened by hedging or shrubbery with an ultimate height of at least forty two (42) to forty eight inches (48") and a planted height of at least thirty six inches (36").
  - b. In a rear yard, provided the cabinet or structure is no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by hedging or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of thirty six inches (36").
  - c. In commercial or industrial districts the equipment cabinet or structure shall be no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by a hedge or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36").
- L. Code Requirements: Any antenna, antenna structure, or tower must meet code requirements established by the national electrical code, NFPA 70 and international building code; radio, television towers codes currently in effect as required by Yorkville and all applicable marking and lighting standards as established by the federal aviation administration.
- M. Removal Of Abandoned Antennas, Antenna Structures, Or Towers: Any antenna, antenna structure, or tower that is not operated for a continuous period of twelve (12) months or for which the annual administrative fee is not paid within a twelve (12) month period shall be considered abandoned, and the owner of such antenna, antenna structure, or tower shall remove same from within ninety (90) days of receipt of written notice from Yorkville notifying the owner of such abandonment. If such antenna, antenna structure, or tower is not removed within said ninety (90)

days Yorkville shall remove such antenna, antenna structure, or tower at the owner's expense and file a lien against the real estate for the cost of removal or such other action as provided by law. If there are two (2) or more users of a single antenna, antenna structure, or tower, then this provision shall not become effective until all users cease using the antenna, antenna structure, or tower.

- N. Collocation: A request for approval of a special use permit for the installation of an antenna, alternative antenna, antenna structure or tower, the zoning board may by express condition require that the applicant shall allow, on a commercially reasonable basis, other providers of personal wireless telecommunications services to collocate additional antennas or antenna structures on a freestanding pole which is part of applicant's proposed personal wireless facility, where collocation is technologically feasible. (Ord. 2014-73, 11-25-2014)

#### **10-18-6: NONCONFORMING USES:**

- A. Prohibited Expansion Of Nonconforming Use: Towers that are constructed and antennas that are installed in accordance with the provisions of this chapter shall not be deemed to constitute the expansion of a nonconforming use or structure.
- B. Preexisting Towers: Preexisting towers shall be allowed to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this chapter.
- C. Rebuilding Damaged Or Destroyed Nonconforming Antennas, Antenna Structures Or Towers: Notwithstanding any provision in this chapter to the contrary, bona fide nonconforming antennas, antenna structures or towers or antennas that are damaged or destroyed may be rebuilt without having first obtained administrative approval or a special use permit and without having to meet the separation requirements specified elsewhere in this chapter. The type, height, and location of the tower on site shall be of the same type and intensity as the original facility approved. Building permits to rebuild a facility shall comply with the then applicable building codes and shall be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained within the time specified or if said permit expires, the tower or antenna shall be deemed abandoned as specified in subsection [10-18-5M](#) of this chapter. (Ord. 2014-73, 11-25-2014)

#### **10-18-7: ANNUAL REPORTING OF INFORMATION:**

Each owner of an antenna, antenna structure, or tower regulated under this chapter, and including those previously existing structures which would have been regulated under this chapter, shall, on an annual basis, furnish Yorkville with such information as is required by Yorkville to aid with the administration of this chapter, such as changes in availability of space on any tower for collocation of additional antennas, plans to abandon a position on a tower, thereby leaving space for the possible collocation of another antenna, plans and/or willingness to modify said tower and antenna structure

so as to provide for the possibility of collocation, or intentions to abandon a tower structure, or other nonproprietary information as may be required by Yorkville. Upon written notice from the city of Yorkville to the owner thereof, the effective date of this chapter, which tower and/or antenna structure would otherwise be regulated by this chapter, shall register with Yorkville, and shall provide such nonproprietary information as is deemed useful by Yorkville for administration of this chapter. This section is specifically deemed to have retroactive effect. (Ord. 2014-73, 11-25-2014)



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2017-32

### Agenda Item Summary Memo

**Title:** Traffic control – Yorkville Intermediate School

**Meeting and Date:** Public Works Committee – May 16, 2017

**Synopsis:** Update will be given at meeting.

### Council Action Previously Taken:

Date of Action: N/ A Action Taken: \_\_\_\_\_

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

**Type of Vote Required:** N/ A

**Council Action Requested:** Discussion

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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