

#### **United City of Yorkville**

800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350

www.yorkville.il.us

## AGENDA CITY COUNCIL MEETING Tuesday, June 27, 2017 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I WARD II WARD III WARD IV

Carlo Colosimo Jackie Milschewski Chris Funkhouser Seaver Tarulis Ken Koch Arden Joe Plocher Joel Frieders Alex Hernandez

**Establishment of Quorum:** 

**Amendments to Agenda:** 

**Presentations:** 

1. Girl Scout Tree Planting Presentation

**Public Hearings:** 

**Citizen Comments on Agenda Items:** 

#### **Consent Agenda:**

- 1. PW 2017-44 Go-For-It Sports Plat of Easement approve Plat of Easement
- 2. PW 2017-45 Raintree Village Units 4, 5 and 6 (Basin Maintenance) accept proposal from Encap, Inc. in an amount not to exceed \$41, 650.00 and authorize the Mayor to execute
- 3. PW 2017-46 Blackberry Woods Completion of Improvements accept proposal from Encap, Inc. with the \$16,519.50 option for the Northeast basin and the \$15,355.60 option for the West basin for a total amount of \$31,875.10 and authorize the Mayor to execute
- 4. ADM 2017-42 Monthly Treasurer's Report for April and May 2017
- 5. ADM 2017-47 Ordinance Declaring the United City of Yorkville's Compliance with Illinois Prevailing Wage Act *authorize the Mayor and City Clerk to execute*
- 6. ADM 2017-48 FY 2018 Travel Authorizations approve travel authorizations for elected officials as presented in packet materials
- 7. ADM 2017-49 Fortigate Firewall Purchase approve purchase of Fortinet Fortigate firewall system with a three-year maintenance and license agreement

#### **Minutes for Approval:**

Bills for Payment (Informational): \$1,370,773.98

#### Mayor's Report:

- 1. CC 2017-34 Bristol Bay Skate Park Bids Award of Contract
- 2. CC 2017-35 Bristol Bay 65 Park Improvements Amended Professional Services Agreement with EEI
- 3. CC 2017-36 First Amendment to the Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") Funding to the United City of Yorkville to Construct a 2.72 Mile Multi-Use Path on Kennedy Road from Route 47 to Mill Road in Yorkville, Illinois (2016 Amended 2017)

#### **Public Works Committee Report:**

- 1. PW 2017-47 Pavilion Road Streambank Stabilization Professional Services Agreement Design and Construction Engineering
- 2. PW 2017-48 Kennedy Road Shared Use Path (ITEP) License Agreement for Bicycle Path/Pedestrian Walkway with BNSF Railway Company
- 3. PW 2017-38 Road to Better Roads Program Additional Work Proposals from D Construction

#### **Economic Development Committee Report:**

**Public Safety Committee Report:** 

**Administration Committee Report:** 

Park Board:

#### **Planning and Zoning Commission:**

- 1. PZC 2017-05 Semper Fi Land, Inc. Special Use Request 1.5 Mile Review
- 2. EDC 2017-31 & PZC 2017-06 Ordinance Regulating Small Cell Wireless Telecommunication Facilities

City Countin Report	City	Council	Report
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**City Clerk's Report:** 

**Community and Liaison Report:** 

**Staff Report:** 

**Additional Business:** 

**Executive Session:** 

**Citizen Comments:** 

**Adjournment:** 

#### COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: July 19, 2017 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman MilschewskiFinanceLibrary

Vice-Chairman: Alderman Plocher Administration

Committee: Alderman Funkhouser Committee: Alderman Hernandez

ECONOMIC DEVELOPMENT: July 5, 2017 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Koch Community Development Planning & Zoning Commission Vice-Chairman: Alderman Colosimo Building Safety & Zoning Kendall Co. Plan Commission

Committee: Alderman Frieders
Committee: Alderman Hernandez

PUBLIC SAFETY: July 6, 2017 – 6:30 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Colosimo Police School District Vice-Chairman: Alderman Tarulis

Committee: Alderman Funkhouser

Alderman Funkhouser

PUBLIC WORKS: July 18, 2017 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FriedersPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Milschewski Parks and Recreation

Committee: Alderman Tarulis

#### UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL

## **Tuesday, June 27, 2017** 7:00 PM

CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:
CITIZEN COMMENTS ON AGENDA ITEMS:
CONSENT AGENDA:
1. PW 2017-44 Go-For-It Sports – Plat of Easement
Approved: YN _
☐ Removed
□ Notes

	☐ Approved: <b>YN</b>	Subject to			
3.		ods – Completion of Improvements			
		Subject to			
	☐ Removed				
4.	ADM 2017-42 Monthly Treasurer's Report for April and May 2017				
		Subject to			
	☐ Removed				
	☐ Notes				

	☐ Approved: <b>Y N</b> □ Subject to
	□ Removed
	□ Notes
6	ADM 2017-48 FY 2018 Travel Authorizations
٠.	Approved: Y N   Subject to
	Removed
	□ Notes
7	ADM 2017-49 Fortigate Firewall Purchase
1.	
	Approved: Y N   Subject to
	Removed
	□ Notes

1.	Bills for Payment (Informational)
	□ Notes
Y	OR'S REPORT:
 1	CC 2017 24 Printal Pay Skata Park Pida
1.	CC 2017-34 Bristol Bay Skate Park Bids
	Approved: Y N   Subject to
	Removed
	□ Notes
2	CC 2017-35 Bristol Bay 65 Park Improvements – Amended Professional Services Agreement w/EEI
<b>-</b> .	
	Approved: Y N □ Subject to
	☐ Removed
	□ Notes

			_ □ Subject to				
BL	LIC WORKS COMMITT	EE REP					
1.		d Stream	nbank Stabilization – Professional Services Agreement – Design and				
			_ Subject to				
	□ Notes						
2.	PW 2017-48 Kennedy Ro Walkway with BNSF R		d Use Path (ITEP) - License Agreement for Bicycle Path/Pedestrian Company				
	Approved: Y N   □ Subject to						

	Approved: Y	N	□ Subject to
	☐ Removed		
AN	INING AND ZONING		
 1			e. – Special Use Request – 1.5 Mile Review
1.	-		-
			□ Subject to
	☐ Removed		
2	FDC 2017-31 & PZC		dinance Regulating Small Cell Wireless Telecommunication Facilities
۷.			
			□ Subject to
	☐ Removed		

ADDITIONAL BUSINESS:			
CITIZEN COMMENTS:	 	 	 



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

Agenda Item Number
Consent Agenda #1
Tracking Number
PW 2017-44

#### **Agenda Item Summary Memo**

Title: Go For It Sports – Gra	nt of Easement					
Meeting and Date: City Co	ouncil – June 27, 2017					
Synopsis: Consideration of I	Easement Acceptance					
		_				
Council Action Previously T	Taken:					
Date of Action: PW 06/20/17	Action Taken: Move	ed forward to CC consent agenda				
Item Number: PW 2017-44						
Type of Vote Required:						
Council Action Requested:	Consideration of Acceptance					
-						
Submitted by:	Brad Sanderson	Engineering				
	Name	Department				
Agenda Item Notes:						



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Kathy Field-Orr, City Attorney Lisa Pickering, Deputy City Clerk

Date: May 22, 2017

Subject: Go for It Sports – Grant of Easement

Attached find one copy of a proposed grant of easement for public utility and drainage purposes at the new Go for It Sports development. The easement is necessary as part of the site development.

We recommend accepting the proposed easement.

DRAWN BY: CN
APPROVED: BJB
JOB DATE: 05/08/2017
JOB NO: 88160100

BAR IS ONE INCH ON
OFFICIAL DRAWINGS

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IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY



Illinois Professional Design Firm # 184-001322 651 Prairie Pointe Drive, Suite 201, Yorkville, Illinois 60560 t. 630.553.7560 f. 630.553.7646 www.hrgreen.com PLAT OF EASEMENT
FOR
PUBLIC UTILITY AND DRAINAGE EASEMENT
GRANTED TO THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS

NO. DATE BY REVISION DESCRIPTION

SHEET 1 OF 1



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

Agenda Item Number
Consent Agenda #2
Tracking Number
PW 2017-45

#### **Agenda Item Summary Memo**

Title: Raintree Village – U	Jnits 4, 5 and 6				
<b>Meeting and Date:</b> City	Council – June 27, 2017				
Synopsis: Consideration of	of Encap proposal				
Council Action Previously	y Taken:				
Date of Action: PW 06/20/	Action Taken: Move	ed forward to CC consent agenda			
Item Number: PW 2017-	45				
Type of Vote Required: _					
Council Action Requested	d: Consideration of Approval.				
Submitted by:	Brad Sanderson Name	Engineering Department			
	Agenda Item Notes	•			



### Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: May 19, 2017

Subject: Raintree Village Units 4, 5 & 6 – Basin Maintenance

A quote from Encap was received to perform on-going maintenance work at the storm water management basins located with Units 4, 5 and 6. Encap performed initial maintenance work in 2014/2015 as part of the completion of improvements. No work was performed in 2016.

Sufficient funds remain in the subdivision completion budget to perform this work.

We did not solicit formal bids for this work for the following reasons:

- Encap is currently working for the homeowner's association in maintaining the basins in Units 1, 2 and 3 of the subdivision.
- Encap has a familiarity with the basins located in Units 4, 5 and 6.
- Encap has performed similar type of work for the City recently.

We recommend acceptance of the proposal from Encap, Inc. in the amount of \$41,650.00. If you have any questions or require additional information, please let us know.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255 www.encapinc.net

#### PROPOSAL NO. 17-0109C Revised 03.09.2017

March 9, 2017

United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 c/o Brad Sanderson Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 P: 630-466-6700 E:bsanderson@eeiweb.com

#### RE: 2017 Management- Rain Tree Village Basins F, G and H, Yorkville, Illinois

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Basin F 2017 Herbicide Applications	EA	3	\$2,300.00	\$6,900.00
2	Basin F 2017 Mowings	EA	2	\$2,225.00	\$4,450.00
			Sub	-Total Basin F	\$11,350.00
3	Basin G 2017 Herbicide Applications	EA	3	\$3,250.00	\$9,750.00
4	Basin G 2017 Mowings	EA	2	\$2,700.00	\$5,400.00
			Sub	-Total Basin G	\$15,150.00
5	Basin H 2017 Herbicide Applications	EA	3	\$3,250.00	\$9,750.00
6	Basin H 2017 Mowings	EA	2	\$2,700.00	\$5,400.00
			Sub	-Total Basin H	\$15,150.00
		_		TOTAL	\$41,650.00

## Costs include Kendall County Prevailing Wage Rates although nature of the work is 'Maintenance' Payment Agreement

The United City of Yorkville, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.		By: United City of Yorkville		
Jonathan Koepke	Date	Authorized Representative	Date	

#### Budget \$ 1,109,463.00

Improvements by City		
Stop Signs	\$ 2,300.00	See list. 23 each at \$100/each (per ED). (Note 2 of signs adjacent but outside limits of Units.)
Other Signs	\$ 1,600.00	See 2/25/14 ED E-mail. 16 each @ \$100/each.
Street Light Installation	\$ 225,000.00	Estimated. 45 each @ \$5000/each.
Street Light Repairs	\$ 7,500.00	Estimated
	\$ 236,400.00	Sub-total - Not completed
Improvements Completed by Contract		
Engineering		
Design	\$ 20,700.00	Final
Construction	\$ 76,686.26	03 L&E as of 12/29/15; PSA = \$82,734.00
Final Construction Cost - Hardin	\$ 656,196.81	Final
Encap - Ponds To Date	\$ 25,100.00	Final
Landscaping (Tree R & R)	\$ 51,190.00	Final
	\$ 829,873.07	Sub-total Sub-total
Balance	\$ 43,189.93	As of 5/4/17



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

Agenda Item Number
Consent Agenda #3
Tracking Number
PW 2017-46

#### **Agenda Item Summary Memo**

Title: Blackberry W	Voods – Completic	on of Improvements	
Meeting and Date:	City Council – J	June 27, 2017	
Synopsis: Consider	ration of Encap pro	oposal	
<b>Council Action Pre</b>	viously Taken:		
Date of Action: PW	06/20/17 A	Action Taken: Moved t	forward to CC consent agenda
Item Number: PW	2017-46		
Type of Vote Requi	ired:		
Council Action Rec	quested: Consider	ration of Approval.	
	D 10 1		
Submitted by:	Brad Sanders Name	son	Engineering Department
		Agenda Item Notes:	



### Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: June 13, 2017

Subject: Blackberry Woods – Completion of Improvements

The purpose of this memo is to recommendations for the completion of the improvements within the Blackberry Woods (Phase A) development.

#### **Background:**

The City acquired funds from the developer to complete the outstanding public improvement work items in Phase A. All work is complete, except for the maintenance items related to the storm water management basins and clean-up of the park site. The planned public improvements in the park site have been completed (sidewalk and tree installation).

The City currently has approximately \$30,000 remaining to complete the work.

#### **Questions** Presented:

Should the City approve the agreement with Encap to perform work on the storm water basins?

#### **Discussion:**

In discussions with the Parks and Rec Department, they have agreed to address the clean-up of the park site. The clean-up basically consists of the removal of dead-wood from the park site. This park is not intended to be an active recreation site for some time.

An assessment by Encap and a quote to address the deficiencies in the basins is attached for your information. Basically, the six-foot wide buffer strip around the basins have not been properly established.

We are recommending the \$16,519.50 option for the Northeast basin and the \$15,355.60 option for the West basin for a total of \$31,875.10. The work also includes a three-year management of the planted areas for establishment of the native plantings.

In order to stay close to the remaining budget, we are not recommending the cattail management at this time.

Once the work is completed, we would then be recommending acceptance of the basins. After acceptance the HOA would be required to maintain moving forward.

We did not solicit formal bids for this work for the following reasons:

- Encap has a familiarity with the basins located in the development.
- Encap has performed similar type of work for the City recently.
- Encap has been the lowest cost provider of this type of work on recent projects.

#### **Action Required:**

Consideration of approval of the Encap Agreement.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255

www.encapinc.net

April 20, 2017

City of Yorkville c/o Brad Sanderson (EEI) 52 Wheeler Road Sugar Grove, Illinois 60554

RE: Blackberry Woods Natural Areas Assessment and Proposal

Dear Mr. Sanderson,

ENCAP, Inc. has evaluated the two naturalized pond areas in the Blackberry Woods community located along Cannonball Trail and Carly Circle, Yorkville. The pond areas have not been managed in recent years and require restoration to perform intended water quality and habitat functions.

The basin slopes within both areas are not established properly, and have been impacted from regular mowing activity. Per the approved plans, an approximate 6 foot wide buffer strip consisting of native grasses and forbs should be established around the perimeter of both basins. This buffer provides critical ecological functions; namely soil stabilization, water filtration and retention. ENCAP proposes that the existing turf is eliminated from these areas using appropriate herbicide, and subsequently planted with a diverse native seed mix as well as stabilized with temporary erosion control blanket. The buffer areas will then require regular maintenance to deter the development of undesirable species until the native plants are allowed to establish. The establishment period typically takes 3 years, after which management efforts are reduced.

The basin shoreline and bottoms currently consist of Cattails (*Typha* spp.) and small instances of Common Reed (*Phragmites australis*). Common Reed is an aggressive invasive plant that should be actively managed during the recommended management program. The original plans for the pond areas call for cattail control within the basins. Cattails are a native, yet aggressive species that form dense colonies. The Cattails located within the Blackberry Woods basins are currently performing water quality functions that are desirable, and also providing wildlife habitat. While efforts can be made towards cattail control, effective management is on-going as the seeds are persistent for these species. It is likely that full cattail control will be cost prohibitive in the long-term. It is recommended, however, that outlet areas within the basins be maintained to be kept clear of cattail growth and debris as part of the recommended management program.

ENCAP, Inc. has provided a proposal corresponding with the recommendations listed herein (16-0321A, Revised 04.20.17). Should you have any questions regarding this information, or information in the proposal, please do not hesitate to contact me at <a href="mailto:sdedina@encapinc.net">sdedina@encapinc.net</a> or (815) 748-4500.

Sincerely,

Samantha DeDina

Natural Areas Maintenance Superintendent/Ecologist

ENCAP, Inc.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255 www.encapinc.net

#### PROPOSAL NO. 16-0321A Revised 4.20.17

April 20, 2017

The United City of Yorkville c/o Brad Sanderson Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554

P: 630-466-6700 E: bsanderson@eeiweb.com

RE: Blackberry Woods Stormwater Management Facility, Yorkville, IL

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST	
North	Northeast Basin					
	Initial Herbicide Application to Buffer					
1	Area (0.25 AC)	LS	1	\$2,750.00	\$2,750.00	
	Native Wet-Mesic Prairie Buffer Seed					
2	Installation (0.25 AC)	LS	1	\$1,200.00	\$1,200.00	
	S-150 ECB Installation within Native					
	Seeded Areas	SY	1210	\$2.95	\$3,569.50	
4	Annual Management of Planted Areas	YEAR	3	\$3,000.00	\$9,000.00	
			Sub-Total No.	rtheast Basin	\$16,519.50	
	onal Cattail Control					
1	Herbicide Application to Cattails- Fall	LS	1	\$2,995.00	\$2,995.00	
	Cut and Burn/Remove Treated Cattail					
2	Material- Winter	LS	1	\$2,665.00	\$2,665.00	
				Sub-Total	\$5,660.00	
West	Basin					
	Initial Herbicide Application to Buffer					
2	Area (0.20 AC)	LS	1	\$2,000.00	\$2,000.00	
	Native Wet-Mesic Prairie Buffer and					
	Wetland Shelf Seed Installation (0.20					
3	AC)	LS	1	\$1,500.00	\$1,500.00	
	S-150 ECB Installation within Native					
4	Seeded Areas	SY	968	\$2.95	\$2,855.60	
5	Annual Management of Planted Areas	YEAR	3	\$3,000.00	\$9,000.00	
				al West Basin	\$15,355.60	
Optional Cattail Control						
	Herbicide Application to Cattails	LS	1	\$4,015.00	\$4,015.00	
2	Prescribed Burn of Pond Bottom	LS	1	\$5,350.00	\$5,350.00	

Sub-Total	\$9,365.00
TOTAL	\$46,900.10

A \$250 charge will be applied for every entity added as "additional insured". Proposal includes prevailing wage rates for Kendall County for all tasks.

Maintenance includes 3 selective herbicide/spot mowing treatments per year within the planted/seeded areas.

#### **Payment Agreement**

The United City of Yorkville, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

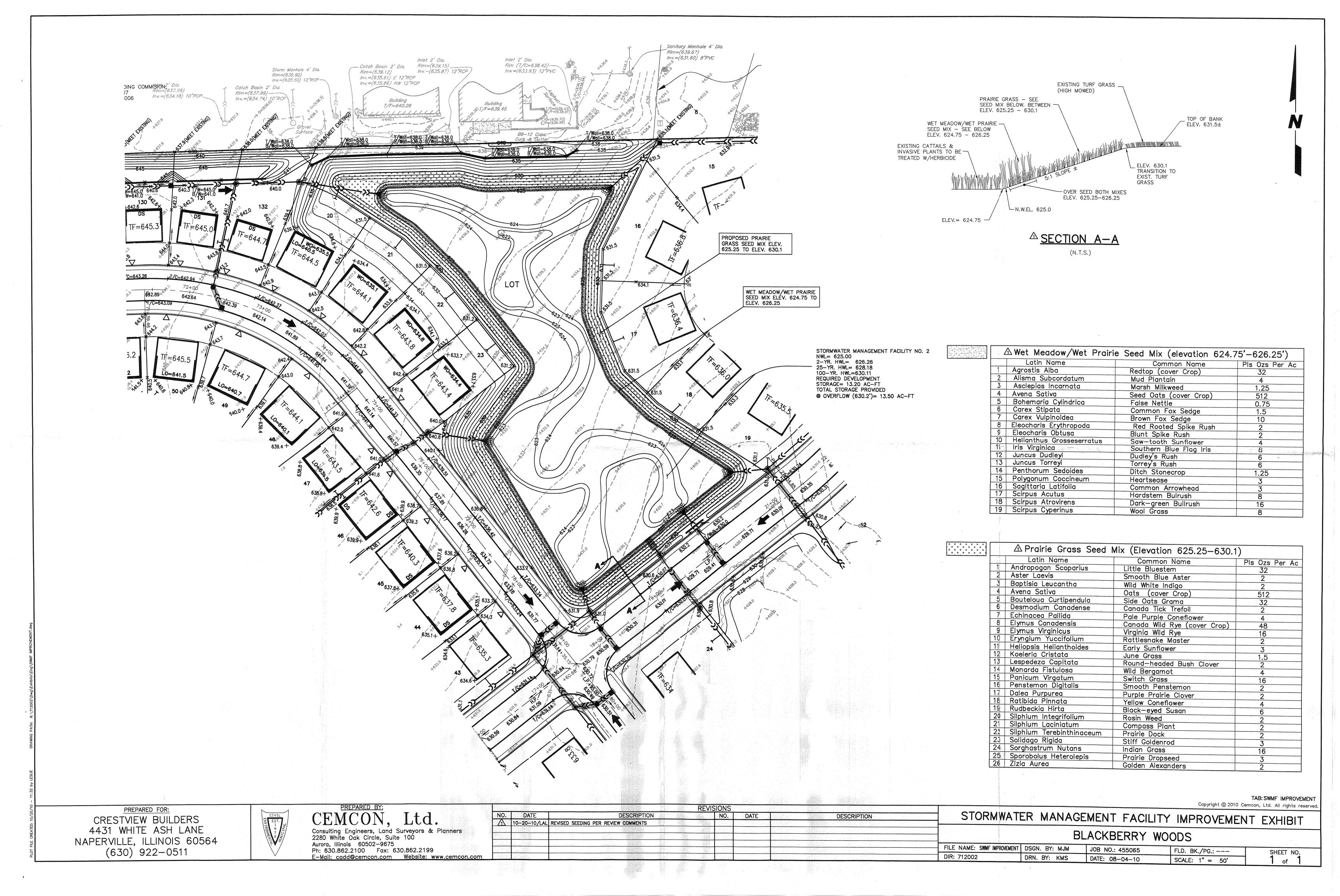
Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.		By: The United City of Yorkville	
Jonathan Koepke	Date	Authorized Representative	Date





DIR: 712002 DRN BY: ND

DATE: 11-15-05



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	

Parks and Recreation

Agenda Item Number
Consent Agenda #4
Tracking Number
ADM 2017-42

#### **Agenda Item Summary Memo**

Title: Monthly	Treasurer's Report f	for April and N	May 2017
Meeting and Da	ate: City Council -	- June 27, 201	7
Synopsis:			_
<b>Council Action</b>	Previously Taken:		
Date of Action:	ADM 06/21/17	Action Taker	n: Moved forward to CC consent agenda
Item Number:	ADM 2017-42		
Type of Vote R	equired: Majority		
<b>Council Action</b>	Requested: Appro	val	
Submitted by:	Rob Fredri		Finance
	Name	e	Department
		Agenda Itei	m Notes:

## EST. 1836

#### UNITED CITY OF YORKVILLE

#### TREASURER'S REPORT - for the month ending April 30, 2017

#### Cash Basis

THE ILLE	Beginning Fund Balance	April Revenues	YTD Revenues	Revenue Budget	% of Budget	April Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	5,691,706	999,895	15,022,087	14,516,822	103%	887,604	13,695,924	14,995,054	91%	7,017,869
Special Revenue Funds										
15 - Motor Fuel Tax	883,223	31,515	513,147	512,577	100%	13,096	589,224	740,580	80%	807,146
79 - Parks and Recreation	500,762	112,040	1,789,237	1,654,988	108%	154,523	1,744,275	1,796,995	97%	545,724
72 - Land Cash	212,318	2,807	112,634	489,000	23%	3,604	83,884	453,855	18%	241,068
87 - Countryside TIF	(549,946)	=	215,360	200,000	108%	=	160,407	162,759	99%	(494,993)
88 - Downtown TIF	253,703	-	68,707	70,050	98%	24,827	217,791	848,530	26%	104,619
11 - Fox Hill SSA	(3,780)	22,000	29,263	7,073	414%	=	10,388	11,333	92%	15,095
12 - Sunflower SSA	(31,175)	-	20,456	20,392	100%	55	4,387	17,534	25%	(15,106)
Debt Service Fund										
42 - Debt Service	-	23,671	322,262	320,675	100%	100	321,063	320,675	100%	1,199
Capital Project Funds										
25 - Vehicle & Equipment	1,841	80,745	655,022	314,883	208%	63,964	362,693	347,617	104%	294,171
23 - City-Wide Capital	3,003,908	132,383	1,405,460	1,823,662	77%	24,791	3,081,855	3,796,671	81%	1,327,514
Enterprise Funds										
* 51 - Water	5,196,289	605,737	10,553,343	3,794,908	278%	134,804	12,668,150	6,631,429	191%	3,081,482
* 52 - Sewer	1,570,874	311,639	2,532,541	2,534,994	100%	41,243	2,716,344	2,965,298	92%	1,387,071
Library Funds										
82 - Library Operations	499,355	4,315	696,822	731,887	95%	51,265	693,264	756,943	92%	502,913
83 - Library Debt Service	-	0	746,549	752,771	99%	-	752,770	752,771	100%	(6,221)
84 - Library Capital	14,807	3,301	53,662	20,010	268%	3,636	44,692	11,895	376%	23,777
Total Funds	17,243,885	2,330,046	34,736,552	27,764,692	125%	1,403,512	37,147,110	34,609,939	107%	14,833,327

<sup>\*</sup> Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer

# EST. 1836

#### UNITED CITY OF YORKVILLE

#### TREASURER'S REPORT - for the month ending May 31, 2017

**Cash Basis** 

THE ILL	May Revenues	YTD Revenues	Revenue Budget	% of Budget	May Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	953,108	953,108	15,137,621	6%	1,035,680	1,035,680	15,645,665	7%
Special Revenue Funds								
15 - Motor Fuel Tax	37,585	37,585	494,116	8%	12,720	12,720	756,137	2%
79 - Parks and Recreation	254,841	254,841	1,899,933	13%	130,105	130,105	1,977,311	7%
72 - Land Cash	4,139	4,139	90,500	5%	-	-	362,355	0%
87 - Countryside TIF	-	-	225,000	0%	55,223	55,223	163,516	34%
88 - Downtown TIF	3,631	3,631	70,000	5%	366,409	366,409	926,079	40%
11 - Fox Hill SSA	630	630	9,365	7%	-	-	23,000	0%
12 - Sunflower SSA	979	979	13,480	7%	-	-	29,735	0%
Debt Service Fund								
42 - Debt Service	26,594	26,594	320,225	8%	75	75	320,225	0%
Capital Project Funds								
25 - Vehicle & Equipment	35,412	35,412	329,845	11%	121,393	121,393	599,925	20%
23 - City-Wide Capital	72,630	72,630	2,705,765	3%	85,023	85,023	3,619,526	2%
Enterprise Funds								
* 51 - Water	30,512	30,512	4,297,767	1%	196,570	196,570	5,158,503	4%
* 52 - Sewer	103,738	103,738	2,604,442	4%	55,675	55,675	3,005,500	2%
Library Funds								
82 - Library Operations	58,254	58,254	719,057	8%	52,766	52,766	803,154	7%
83 - Library Debt Service	62,037	62,037	760,396	8%	- -	- -	760,396	0%
84 - Library Capital	6,151	6,151	35,010	18%	-	-	35,000	0%
Total Funds	1,650,240	1,650,240	29,712,522	6%	2,111,638	2,111,638	34,186,027	6%

<sup>\*</sup> Fund Balance Equivalency

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



Reviewed By:	
Legal Finance Engineer City Administrator	
	_

Human Resources Community Development Police Public Works Parks and Recreation

Agenda Item Number	
Consent Agenda #5	
Tracking Number	•
ADM 2017-47	

#### **Agenda Item Summary Memo**

Title: Prevailin	g Wage Ordinance	
Meeting and Da	ate: City Council – Jun	e 27, 2017
Synopsis: Ordi	nance to be compliant wi	ith the Prevailing Wage Act.
<b>Council Action</b>	Previously Taken:	
Date of Action:	ADM 06/27/17 Act	ion Taken: Moved forward to CC consent agenda
Item Number:	ADM 2017-47	
Type of Vote R	equired: Majority	
<b>Council Action</b>	Requested: Approval	
Submitted by:	Lisa Pickerin Name	g Administration Department
		enda Item Notes:



### Memorandum

To: Administration Committee
From: Lisa Pickering, Deputy Clerk
CC: Bart Olson, City Administrator

Date: June 14, 2017

Subject: Prevailing Wage Ordinance

#### **Summary**

Ordinance to be compliant with the Illinois Prevailing Wage Act.

#### **Background**

During the month of June each year, the city is required by state statute to investigate and ascertain the prevailing rate of wages as defined in 820 ILCS 130 – Prevailing Wage Act. The purpose of the Prevailing Wage Act is to ensure that the general prevailing rate of wages for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of the city are the same as the prevailing rate of wages for construction work in the Kendall County area. The rate of wages is determined by the Illinois Department of Labor.

I have attached a draft ordinance along with the list of Kendall County prevailing wages dated June 5, 2017.

After the approval of the ordinance by City Council, a copy of the ordinance will be publicly posted in the glass case in the lobby, a public notice will be placed in the newspaper, and the ordinance will be filed with the Illinois Department of Labor.

#### Recommendation

Staff recommends approval of the attached ordinance.

<b>Ordinance</b>	No.	2017	-	
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## AN ORDINANCE DECLARING THE UNITED CITY OF YORKVILLE'S COMPLIANCE WITH ILLINOIS PREVAILING WAGE ACT

**WHEREAS,** the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12 Illinois Compiled Statutes; and

**WHEREAS**, the aforesaid Act requires that the United City of Yorkville investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers in the locality of said City employed in performing construction of public works, for said City.

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

- Section 1. As required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" approved June 26, 1941, as amended, the general prevailing rate of wages in the locality for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of this City is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as determined by the Department of Labor and the State of Illinois as of June 5, 2017, a copy of that determination being attached hereto as Exhibit "A" and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.
- **Section 2.** Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of this City to the extent required by the aforesaid Act.
- **Section 3**. The City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of such prevailing rate of wage.
- **Section 4.** The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.
- **Section 5**. The City shall promptly file a copy of this Ordinance with the Department of Labor of the State of Illinois.

**Section 6**. The City Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto as Exhibit "B". Such publication shall constitute notice that this is the determination of the City and is effective.

<b>PASSED</b> by the City C	ouncil of the United	City of Yorkville, Kendall C	County, Illinois,
this day of	, A.D. 2017.		
		City Cle	erk
CARLO COLOSIMO _		KEN KOCH	
JACKIE MILSCHEWSKI _		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER _		JOEL FRIEDERS	
SEAVER TARULIS _		ALEX HERNANDEZ	
<b>APPROVED</b> by me, as	Mayor of the Unite	d City of Yorkville, Kendall	County, Illinois,
this day of	, A.D. 2017.		
		Mayor	

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

KENDALL COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

-,													
				Base	Foreman	M-F							
TradeTitle	Region	Type	Class	Wage	Wage	ОТ	OSA	OSH	H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	All		39.40	39.95	1.5	1.5	2.0	13.42	11.28	0.00	0.50	
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72	
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40	
<b>BRICK MASON</b>	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85	
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63	
<b>CEMENT MASON</b>	All	All		43.95	45.95	2.0	1.5	2.0	10.00	19.66	0.00	0.50	
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65	
COMMUNICATION													
TECH	All	BLD		39.02	41.27	1.5	1.5	2.0	10.90	10.93	0.00	1.37	
ELECTRIC PWR EQMT													
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38	
ELECTRIC PWR EQMT													
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71	
ELECTRIC PWR													
GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29	
ELECTRIC PWR													
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58	
ELECTRIC PWR													
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45	
ELECTRIC PWR													
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85	

ELECTRIC PWR TRK												
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK												
DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	All	BLD		48.63	52.88	1.5	1.5	2.0	11.31	13.62	0.00	1.70
ELEVATOR												
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	13.52	12.28	0.00	0.50
LATHER	All	All		42.52	44.52	1.5	1.5	2.0	13.29	12.76	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRUCK DRIVER	All	All	1	37.91	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	2	38.06	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	3	38.26	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	4	38.46	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

KENDALL COUNTY

The following list is considered as those days for which holiday rates  $% \left\{ 1,2,\ldots ,n\right\}$ 

of wages for work performed apply: New Years Day, Memorial Day,
Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and
Veterans Day in some classifications/counties. Generally, any of
these holidays which fall on a Sunday is celebrated on the following
Monday. This then makes work performed on that Monday payable at the
appropriate overtime rate for holiday pay. Common practice in a given
local may alter certain days of celebration. If in doubt, please
check with IDOL.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any

and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with
Caisson Attachment; Batch Plant; Benoto (requires Two Engineers);
Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant;
Combination Back Hoe Front End-loader Machine; Compressor and Throttle
Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete
Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete
Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom;

Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes. Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete
Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;
Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill

Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;
Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front
Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with
attachments); Compressor and Throttle Valve; Compressor, Common
Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding
Machine; Concrete Mixer or Paver 7S Series to and including 27 cu.
ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,
Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck
Cars (Haglund or Similar Type); Drills, All; Finishing Machine Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging
Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives,
Dinky; Off-Road Hauling Units (including articulating) Non
Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type
Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows;
Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor;
Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and
Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors
pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;

Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic

Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

**OPERATING ENGINEERS - FLOATING** 

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers;

Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and

Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole

Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip

Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck

Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and

Truck Drivers hauling warning lights, barricades, and portable

toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turnatrailers when pulling other than self-loading equipment or

similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards;

Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or

machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer,

operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# Exhibit "B"

### **Public Notice**

Notice of Ordinance No. \_\_\_\_\_ Prevailing Wage Rates

The United City of Yorkville has passed an Ordinance establishing the prevailing rate of wages hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as determined by the Department of Labor and the State of Illinois as of June 5, 2017. Anyone wishing to inspect the ordinance may do so at: City Hall, 800 Game Farm Road, Yorkville, Illinois, Monday through Friday, between the hours of 8:00 A.M. and 4:30 P.M.

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk



# Reviewed By:

Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works Parks and Recreation

Agenda Item Numb	<b>e</b> 1

Consent Agenda #6

Tracking Number

ADM 2017-48

# **Agenda Item Summary Memo**

Title: FY 18 Tra	vel Authorization	S			
Meeting and Dat	te: City Council	– June 27, 2017			
Synopsis: See at	tached memo.				
Council Action I	Previously Taken	:			
Date of Action: A	ADM 06/21/17	Action Taken:	Moved forward to CC consent agenda		
Item Number: A	ADM 2017-48				
Type of Vote Rec	quired: Majority				
Council Action I	Requested: Appr	oval			
Submitted by: _	Bart Ol	lson	Administration		
	Nan	ne	Department		
		Agenda Item	Notes:		
			_		



# Memorandum

To: Administration Committee From: Bart Olson, City Administrator

CC:

Date: June 8, 2017

Subject: Travel Expense Authorization – Elected Officials

#### **Summary**

Approval of travel expenses related to the MetroWest Council of Government Legislative Drivedown, IML Conference, and ICSC Recon show.

#### **Background**

The City Council approved an amendment to the employee manual related to travel, meal, and lodging authorization that addresses the requirements of the State's Travel Expense Control Act, which was approved in 2016. The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively, it is my intent to have the entire year's worth of elected official travel and lodging approved each year during the budget process. That approval did not occur as part of the FY 18 budget process, so I am bringing it forward now.

The MetroWest Legislative Drivedown is an event hosted by the MetroWest Council of Government. Every spring for the past several years, dozens of mayors, managers, and aldermen from municipalities in Kane, Kendall, and DeKalb counties have made the trek to Springfield to discuss municipal issues with state representatives, senators, and department directors. Those elected officials and staff members who have made the effort to attend have found the meetings and experience useful to advancing municipal interests. The travel costs associated with this event are typically limited to one night of hotel stay per individual, and parking fees.

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

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. This year's conference will likely occur in late May. The Recon show is nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and I have attended this conference each year for the past two years and we have found value in the conference. The travel costs

for this event are typically limited to airfare. The City's economic development consultant has donated lodging accommodations to the City in years past. Even though this event will likely occur in FY 19, I am seeking approval in FY 18 because the conference registration typically opens several months prior to the actual conference.

#### **Recommendation**

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



# **United City of Yorkville Travel Expense Authorization**

Full Name and Title: Mayor Gary Golinski, Alderman Carlo Colosimo, Alderman

Ken Koch, Alderwoman Jackie Milschewski, Alderman Joe Plocher,

Alderman Chris Funkhouser, Alderman Joel Frieders, Alderman Seaver

Tarulis, Alderman Alejandro Hernandez

Date of Request: May 1, 2017

Date of Travel: September 21 - 23, 2017

Nature of Travel: IML Annual Conference

**<u>Lodging Expenses</u>** Length of Stay: September 21, 22, 23

Estimate: \$250 per room per night per person, plus tax

Total estimate: \$20,250 plus tax

Meal Expenses

None anticipated at this time.

**Toll Expenses** 

None anticipated at this time.

**2017 Mileage Expenses** 

None anticipated at this time.

**Parking Expenses** 

Estimate: \$60 per car per night

Total Estimate: \$480

#### Other Expenses (Airfare, Taxi, etc.)

None anticipated at this time.

#### **Total Reimbursement/Estimate**

#### \$20,730 plus tax (estimated)

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

Employee Signature	Department Head/Designee Signature

# **United City of Yorkville Travel Expense Authorization**



Full Name and Title: Mayor Golinski, Alderman Colosimo, Alderman Koch,

Alderwoman Milschewski, Alderman Plocher, Alderman Funkhouser,

Alderman Frieders, Alderman Tarulis, Alderman Hernandez

Date of Request: May 1, 2017

Date of Travel: TBD, tentatively March 2018

Nature of Travel: MetroWest Legislative Drivedown

**Lodging Expenses** Length of Stay: 1 night, date TBD

Estimate: \$120 per room per night per person, plus tax

Total estimate: \$1,080 plus tax

**Meal Expenses** 

None anticipated at this time.

**Toll Expenses** 

None anticipated at this time.

**2017 Mileage Expenses** 

None anticipated at this time.

**Parking Expenses** 

Estimate: \$10 per car, per night

Total Estimate: \$20

Other Expenses (Airfare, Taxi, etc.)

None anticipated at this time.

#### **Total Reimbursement/Estimate**

#### \$1,100 plus tax (estimated)

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

Employee Signature	Department Head/Designee Signature

# **United City of Yorkville Travel Expense Authorization**



Full Name and Title: Mayor Gary Golinski

Date of Request: May 1, 2017

Date of Travel: TBD, estimated May 2018

Nature of Travel: ICSC Recon Conference

**Lodging Expenses** 

None anticipated at this time.

Meal Expenses

None anticipated at this time.

**Toll Expenses** 

None anticipated at this time.

2017 Mileage Expenses

None anticipated at this time.

**Parking Expenses** 

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: \$350 (estimate)

#### **Total Reimbursement/Estimate**

#### \$350 plus tax (estimated)

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

Employee Signature	Department Head/Designee Signature



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

Agenda Item Number
Consent Agenda #7
Tracking Number
ADM 2017-49

# **Agenda Item Summary Memo**

Title: Fortigate firew	all purchase				
Meeting and Date:	City Council -	– June 27, 2017			
Synopsis: See attache	ed memo.				
Council Action Previ	ously Taken:				
Date of Action: ADM	06/21/17	Action Taken: Moved forward to CC consent agenda			
Item Number: ADM	2017-49				
Type of Vote Require	ed: Majority				
Council Action Requ	ested: Appro	oval			
Submitted by:	Bart Ols				
	Nam	ne Department			
Agenda Item Notes:					



# Memorandum

To: Administration Committee From: Bart Olson, City Administrator

CC:

Date: June 8, 2017

Subject: Fortigate firewall purchase

#### **Summary**

Approval of purchase of a Fortinet Fortigate firewall system, with a three-year maintenance and license agreement.

#### **Background**

The City joined the GovIT consortium in February 2017. One of the requirements of the consortium is to establish the same level of firewall protection as the other consortium communities. The City has received a quote for Fortinet Fortigate firewall hardware and software through the consortium's vendor, Interdev. This would replace the City's existing firewall system which was purchased a few years ago and is at the end of its lifespan. The Fortinet Fortigate system is also a step up in security and functionality from the existing system (Watchguard) that will ensure that the cities key IT assets stay secure in an ever-changing environment.

The attached 3-year quote is for \$23,492. Even though the purchase is spread out over three years, the authorization and payment will be done all at once and requires City Council approval. The invoice covers the hardware, support in the case of device malfunction, new firmware updates, security patches, and the ability to upgrade to new hardware at the end of the term (pending approval of another agreement). This invoice will cover the City Hall / Police Station, Public Works at Tower Lane, Parks building on Wolf Street, and the ARC Building. The City has also received a one-year subscription quote for more than \$18,000 but we felt the value was much better for a three year term.

#### **Recommendation**

Staff recommends approval of the Fortinet Fortigate firewall system, with a three-year maintenance and license agreement.



# FortiGate® 200E Series

FortiGate 200E and 201E



The Fortinet Enterprise Firewall Solution delivers end-to-end network security with one platform, one network security operating system and unified policy management with a single pane of glass — for **the industry's best protection against the most advanced security threats and targeted attacks**.



# **Security Fabric Integration**

FortiGate appliances, interconnected with the Fortinet Security Fabric, form the backbone of the Fortinet Enterprise Solution.





**2 Million**Concurrent







**1.2 Gbps**Threat Protection



Multiple GE SPF DMZ | Multiple GE RJ45



#### **Deployment Modes**

Distributed Enterprise Firewall

Next Generation Firewall



# Hardware Acceleration

SPU CP9 and NP6Lite







#### **Third-Party Certifications**





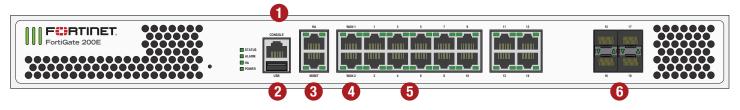


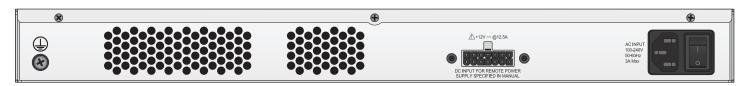




#### **HARDWARE**

#### FortiGate 200E/201E







#### Interfaces

- 1. Console Port
- 2. USB Port
- 3. 2x GE RJ45 Management/HA Ports

- 4. 2x GE RJ45 WAN Ports
- 5. 14x GE RJ45 Ports
- 6. 4x GE SFP Slots

# Powered by SPU

 Combines a RISC-based CPU with Fortinet's proprietary Security Processing Unit (SPU) content and network processors for unmatched performance



- Simplifies appliance design and enables breakthrough performance for smaller networks
- Supports firewall acceleration across all packet sizes for maximum throughput
- Delivers accelerated UTM content processing for superior performance and protection
- Accelerates VPN performance for high speed, secure remote access

#### **Content Processor**

Fortinet's new, breakthrough SPU CP9 content processor works outside of the direct flow of traffic and accelerates the inspection of computationally intensive security features:

- Enhanced IPS performance with unique capability of full signature matching at ASIC
- SSL Inspection capabilities based on the latest industry mandated cipher suites
- Encryption and decryption offloading

#### **Network Processor**

The SPU NP6Lite network processor works inline with firewall and VPN functions delivering:

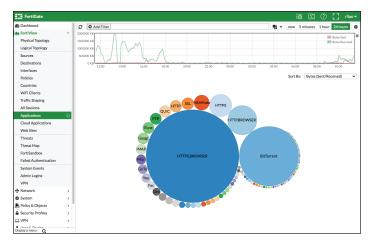
- Wire-speed firewall performance for any size packets
- VPN acceleration
- Anomaly-based intrusion prevention, checksum offload and packet defragmentation
- Traffic shaping and priority queuing

2 www.fortinet.com

#### SOFTWARE

#### **FortiOS**

Control all the security and networking capabilities across the entire FortiGate platform with one intuitive operating system. Reduce operating expenses and save time with a truly consolidated next generation security platform.



- A truly consolidated platform with one OS for all security and networking services for all FortiGate platforms.
- Industry-leading protection: NSS Labs Recommended, VB100,
   AV Comparatives and ICSA validated security and performance.
- Control thousands of applications, block the latest exploits, and filter web traffic based on millions of real-time URL ratings.
- Detect, contain and block advanced attacks automatically in minutes with integrated advanced threat protection framework.
- Solve your networking needs with extensive routing, switching, WiFi, LAN and WAN capabilities.
- Activate all the SPU-boosted capabilities you need on the fastest firewall platform available.



For more information, please refer to the FortiOS data sheet available at www.fortinet.com

#### **SERVICES**

#### FortiGuard<sup>™</sup> Security Services

FortiGuard Labs offers real-time intelligence on the threat landscape, delivering comprehensive security updates across the full range of Fortinet's solutions. Comprised of security threat researchers, engineers, and forensic specialists, the team collaborates with the world's leading threat monitoring organizations, other network and security vendors, as well as law enforcement agencies:

- Real-time Updates 24x7x365 Global Operations research security intelligence, distributed via Fortinet Distributed Network to all Fortinet platforms.
- Security Research FortiGuard Labs have discovered over 170 unique zero-day vulnerabilities to date, totaling millions of automated signature updates monthly.
- Validated Security Intelligence Based on FortiGuard intelligence, Fortinet's network security platform is tested and validated by the world's leading third-party testing labs and customers globally.

#### FortiCare<sup>™</sup> Support Services

Our FortiCare customer support team provides global technical support for all Fortinet products. With support staff in the Americas, Europe, Middle East and Asia, FortiCare offers services to meet the needs of enterprises of all sizes:

- Enhanced Support For customers who need support during local business hours only.
- Comprehensive Support For customers who need aroundthe-clock mission critical support, including advanced exchange hardware replacement.
- Advanced Services For global or regional customers who need an assigned Technical Account Manager, enhanced service level agreements, extended software support, priority escalation, on-site visits and more.
- Professional Services For customers with more complex security implementations that require architecture and design services, implementation and deployment services, operational services and more.



#### **Enterprise Bundle**

FortiGuard Labs delivers a number of security intelligence services to augment the FortiGate firewall platform. You can easily optimize the protection capabilities of your FortiGate with the FortiGuard Enterprise Bundle. This bundle contains the full set of FortiGuard security services plus FortiCare service and support offering the most flexibility and broadest range of protection all in one package.

#### **SPECIFICATIONS**

	FORTIGATE 200E	FORTIGATE 201E		
Hardware Specifications				
GE RJ45 WAN Interfaces	2			
SE RJ45 Management/HA Ports	2			
GE RJ45 Ports	14			
GE SFP Slots	4			
JSB (Client / Server)	1/1			
Console (RJ45)	1			
Local Storage	_	480 GB		
ncluded Transceivers	0			
System Performance				
Firewall Throughput (1518 / 512 / 64 byte UDP packets)	20/20/9	Gbps		
Firewall Latency (64 byte UDP packets)	3 µs			
irewall Throughput (Packets Per Second)	13.5 Mp	DS		
Concurrent Sessions (TCP)	2 Million			
Jew Sessions/Second (TCP)	135,00			
irewall Policies	10,000			
Psec VPN Throughput (512 byte packets)	9 Gbps			
Sateway-to-Gateway IPsec VPN Tunnels	2,000			
Client-to-Gateway IPsec VPN Tunnels	5,000			
SSL-VPN Throughput	900 Mb)	 DS		
Concurrent SSL-VPN Users (Recommended Maximum)	300	·		
PS Throughput (HTTP / Enterprise Mix) <sup>1</sup>	6 Gbps / 2.2	Ghps		
SSL Inspection Throughput <sup>2</sup>	1 Gbps			
Application Control Throughput <sup>3</sup>	3.5 Gbp			
NGFW Throughput <sup>4</sup>	1.8 Gbp			
Threat Protection Throughput <sup>5</sup>	1.2 Gbp			
CAPWAP Throughput <sup>6</sup>	1.5 Gbps			
/irtual Domains (Default / Maximum)	10 / 10			
Maximum Number of FortiAPs (Total / Tunnel Mode)	128 / 6			
Maximum Number of FortiTokens	1,000	<u> </u>		
Maximum Number of Registered FortiClients	600			
ligh Availability Configurations	Active / Active, Active / F	assive. Clustering		
Dimensions  Leight v Width v Length (inches)	1.7 x 17.0 x	11.0		
Height x Width x Length (inches)				
leight x Width x Length (mm)	11.0 lbc /5.4 kg)	12.12 lbs (5.5 kg)		
Veight Form Factor	11.9 lbs (5.4 kg) Rack Mount,			
	ndck Muuili,	I NU		
Environment				
Power	100-240V AC, \$			
Maximum Current	110 V / 3 A, 220 V / 1.5 A	110 V / 7 A, 220 V / 3.5 A		
Power Consumption (Average / Maximum)	70.98 / 109			
leat Dissipation	374.9 BT			
Operating Temperature	32-104°F (0	***************************************		
torage Temperature	-31–158°F (-3			
lumidity	10–90% non-co	ndensing		
Operating Altitude	Up to 7,400 ft (	2,250 m)		
Compliance				
	FCC Part 15B, Class A, CE, RCM	, VCCI, UL/cUL, CB, BSMI		
artifications				
Certifications	100A L-L-, F	Anthrina CCL VDNL ID. C		
	ICSA Labs: Firewall, IPsec, IPS,	411UVII US, 55L-VPIN; IPV6		

Note: All performance values are "up to" and vary depending on system configuration. IPsec VPN performance is based on 512 byte UDP packets using AES-256+SHA1. 1. IPS performance is measured using 1 Mbyte HTTP and Enterprise Traffic Mix. 2. SSL Inspection is measured with IPS enabled and HTTP traffic, using TLS v1.2 with AES256-SHA. 3. Application Control performance is measured with 64 Kbytes HTTP traffic. 4. NGFW performance is measured with IPS and Application Control enabled, based on Enterprise Traffic Mix. 5. Threat Protection performance is measured with IPS and Application Control and Malware protection enabled, based on Enterprise Traffic Mix. 6. CAPWAP performance is based on 1444 byte UDP packets.

4 www.fortinet.com

For complete, up-to-date and detailed feature set, please refer to the Administration Handbook and FortiOS Datasheet.

#### ORDER INFORMATION

Product	SKU	Description
FortiGate 200E	FG-200E	18x GE RJ45 (including 2x WAN ports, 1x Mgmt port, 1x HA port, 14x switch ports), 4x GE SFP slots. SPU NP6Lite and CP9 hardware accelerated.
FortiGate 201E	FG-201E	18x GE RJ45 (including 2x WAN ports, 1x Mgmt port, 1x HA port, 14x switch ports), 4x GE SFP slots, SPU NP6Lite and CP9 hardware accelerated, 480 GB onboard SSD storage.
Optional Accessories		
External redundant AC power supply	FRPS-100	External redundant AC power supply for up to 4 units: FG-100/101E, FG-300C, FG-310B, FS-348B and FS-448B. Up to 2 units: FG-200B, FG-200D, FG-200/201E, FG-240D and FG-300D, FG-400D, FG-500D, FG-600D, FHV-500D, FDD-200B, FDD-400B, FDD-600B and FDD-800B.
1 GE SFP LX transceiver module	FG-TRAN-LX	1 GE SFP LX transceiver module for all systems with SFP and SFP/SFP+ slots.
1 GE SFP RJ45 transceiver module	FG-TRAN-GC	1 GE SFP RJ45 transceiver module for all systems with SFP and SFP/SFP+slots.
1 GE SFP SX transceiver module	FG-TRAN-SX	1 GE SFP SX transceiver module for all systems with SFP and SFP/SFP+ slots.



GLOBAL HEADQUARTERS Fortinet Inc. 899 KIFER ROAD Sunnyvale, CA 94086 United States Tel: +1.408.235.7700 www.fortinet.com/sales

EMEA SALES OFFICE 905 rue Albert Einstein 06560 Valbonne France Tel: +33.4.8987.0500

APAC SALES OFFICE 300 Beach Road 20-01 The Concourse Singapore 199555 Tel: +65.6395.2788

LATIN AMERICA SALES OFFICE Sawgrass Lakes Center 13450 W. Sunrise Blvd., Suite 430 Sunrise, FL 33323 United States Tel: +1.954.368.9990

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# **Quote** 34286

ATLANTA 2650 Holcomb Bridge Road Suite 310, Alpharetta, GA 30022 Phone: (770) 643-4400 CHICAGO 2700 Patriot Boulevard Suite 250 Glenview, IL 60026 Phone: (847) 503-0660

5/11/2017

City of Yorkville, IL 800 Game Farm Rd Yorkville, IL 60560-1133

					·
	P.O. No.		Terms	Rep	Project
			Net 15	MO	
Description				Qty	Total
Fortigate 200E Thr	ee Year Quote				
FG-200E-BDL-900-36 FortiGate-200E Hardward FortiGuard UTM Bundle	e plus 8x5 FortiCare a	and		2	11,943.68T
FG-200E-BDL-950-36 FortiGate-200E Hardward FortiGuard UTM Bundle	e plus 24x7 FortiCare	and		1	6,775.36T
FMG-VM-BASE FortiManager - VM License				1	1,264.80T
FAZ-VM-GB5 FortiAnalyzer-VM Upgrade license Logs and 3 TB storage capacity				1	1,339.20T
FC2-10-LV0VM-248-02-36 FortiAnalyzer-VM Su Contract (for 1-11 GB/Day of Logs)				1	1,078.80T
FC1-10-M3004-248-02-36 FortiManager - VM S Contract (1 - 10 devices) Shipping and handling (Ground 3 - 5 day)	upport 24x7 FortiCare	9		3	996.03T 94.50T
				Subtotal	\$23,492.37
				Sales Tax	<b>(7.75%)</b> \$1,820.66
Accepted				Total	\$25,313.03



# **Quote** 34285

ATLANTA 2650 Holcomb Bridge Road Suite 310, Alpharetta, GA 30022 Phone: (770) 643-4400 CHICAGO 2700 Patriot Boulevard Suite 250 Glenview, IL 60026 Phone: (847) 503-0660

5/10/2017

City of Yorkville, IL 800 Game Farm Rd Yorkville, IL 60560-1133

	P.O. No.	Terms	Rep	Project
		Net 15	МО	
Description			Qty	Total
Fortigate 200E On	e Year Quote			
FG-200E-BDL H/W PLUS 1YR 8X5 UTM BDL FG-200E-BDL-950-12 H/W PLUS 1YR 24X7 UTFMG-VM-BASE FortiManager - VM License FAZ-VM-GB5 FortiAnalyzer-VM Upgrade licens Logs and 3 TB storage capacity. FC2-10-LV0VM-248-02-12 FortiAnalyzer-VM St. Contract (for 1-11 GB/Day of Logs) FC1-10-M3004-248-02-12 FortiManager - VM St. Contract (1 - 10 devices) Shipping and handling (Ground 3 - 5 day)	se for adding 5 GB/Da		2 1 1 1 1 3	4,419.36T 1,264.80T 1,339.20T 1,078.80T 379.44T
			Subtotal	\$16,881.77
			Sales Tax	<b>(7.75%)</b> \$1,308.34
Accepted			Total	\$18,190.11



## Reviewed By:

# Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works Parks and Recreation

# Agenda Item Number

Bills for Payment

Tracking Number

# **Agenda Item Summary Memo**

itle: Bills for Payr	nent (Informational): \$1,370,773	3.98
eeting and Date:	City Council – June 27, 2017	
nopsis:		
ouncil Action Prev	iously Taken:	
ate of Action:	Action Taken:	
em Number:		
ype of Vote Requi	red: None – Informational	
ouncil Action Rea	uested:	
ubmitted by:	Amy Simmons	Finance
	Name	Department
	Agenda Item N	Notes:

DATE: 06/19/17 TIME: 12:51:48 ID: AP225000.CBL

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900045	FNBO 1	FIRST	NATIONAL BANK	ОМАНА		06/25/17			
	062514A-R.HARMON		05/31/17		SCHOOL SPECIALTY-BAI TACTILE SET, FIDGET		79-795-56-00-5606 ** COMMENT **	289.98	
					WALGREENS-PHOTO DEVI		79-795-56-00-5606	9.95	
				0 4	BALLOONS ALOFT-BALLO	OONS	79-795-56-00-5606	27.00	
				05	AMAZON-GLUE, WALL DE	ECALS	79-795-56-00-5606	36.78	
							INVOICE TOTAL:	363.71 *	
	062517-CC RI	EBATE	05/31/17	01	2017 CC REBATE	CIN	01-000-48-00-4850	-12,080.22	
			, . ,		2017 CC REBATE	917,	23-000-46-00-4690	-59.57	
					2017 CC REBATE	1.1	25-000-48-00-4852	-435.01	
				0 4	2017 CC REBATE	101	51-000-48-00-4850	-369.95	
					2017 CC REBATE		52-000-48-00-4850	-99.38	
				06	2017 CC REBATE	diam's	79-000-48-00-4850	-445.24	
				07	2017 CC REBATE		79-000-48-00-4850	-631.52	
				0.8	2017 CC REBATE	111	82-000-48-00-4850	-143.35	
				09	2017 CC REBATE	1836	84-000-48-00-4850	-130.12	
				10	2017 CC REBATE		87-000-48-00-4850	-0.11	
				11	2017 CC REBATE		88-000-48-00-4850	-55.53	
					13/6	0	INVOICE TOTAL:	-14,450.00 *	
	062517-UCOY		05/31/17	01	ADVANCED DSPL-MAR 20	017 REFUSE	01-540-54-00-5442	105,590.18	
					ADVANCED DSPL-MAR 20		01-540-54-00-5441	2,768.15	
				03	REFUSE	Southly S	** COMMENT **		
				0 4	ADVANCED DSPL-MAR 20	017 SENIOR	01-540-54-00-5441	153.92	
				05	CIRCUIT BREAKER	1///	** COMMENT **		
				06	ADVANCED DSPL-APR 20	017 REFUSE	01-540-54-00-5442	105,590.18	
				07	ADVANCED DSPL-APR 20	017 SENIOR	01-540-54-00-5441	2,768.15	
				0.8	REFUSE		** COMMENT **		
					ADVANCED DSPL-APR 20	017 SENIOR	01-540-54-00-5441	153.92	
					CIRUIT BREAKER		** COMMENT **		
				11	ALPHA-APR 2017 OFFIC	CE CLEANING	01-110-54-00-5488	3,500.00	
							INVOICE TOTAL:	220,524.50 *	
	062517A-A.S	TMMONS	05/31/17	0.1	QUILL-DESK CALENDAR,	STAPLES	01-120-56-00-5610	27.47	
					ARAMARK#1590908804-U		01-410-56-00-5600	53.98	
					ARAMARK#1590908804-U		51-510-56-00-5600	53.98	
				0 4	ARAMARK#1590908804-U	UNIFORMS	52-520-56-00-5600	27.00	
					ARAMARK#1590917567-U		01-410-56-00-5600	83.66	
				06	ARAMARK#1590917567-0	UNIFORMS	51-510-56-00-5600	83.66	
				07	ARAMARK#1590917567-0	UNIFORMS	52-520-56-00-5600	41.83	
				08	ARAMARK#1590926190-0	UNIFORMS	01-410-56-00-5600	53.98	
				09	ARAMARK#1590926190-0	UNIFORMS	51-510-56-00-5600	53.98	
				10	ARAMARK#1590926190-0	UNIFORMS	52-520-56-00-5600	27.00	
				11	CINTAS#OF94008396-A	PR 2017	51-510-54-00-5445	70.33	
				12	MONITORING		** COMMENT **		

TIME: 12:51:48
ID: AP225000.CBL

DATE: 06/19/17

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900045	FNBO	FIRST NATI	IONAL BANK	ОМАНА		06/25/17		
	062517A-A	.SIMMONS	05/31/17	20 21 22 23 24 25 26 27 28	ALPHA-APR 2017 OF KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 KONICA-4/10-5/09 VERIZON-4/1-5/1 I	COPIER CHARGE	01-110-54-00-5488 01-110-54-00-5430 01-120-54-00-5430 01-220-54-00-5430 01-210-54-00-5430 01-410-54-00-5462 51-510-54-00-5430 79-790-54-00-5462 79-795-54-00-5462 01-210-54-00-5440	265.91 88.64 75.40 322.00 1.71 1.71 1.72 30.62 30.62 532.18
	062517A-B	.OLSEM	05/31/17	02 03 04 05	THINGS REMEBERED- DEPARTURE GIFT KEND PRINT-SIGNAT ALDERMAN BUSINESS METRO WEST-4/27 B QUILL-2 FILING CA	URE STAMP, 1836 CARDS OARD MEETING	INVOICE TOTAL:  01-110-56-00-5610     ** COMMENT **  01-110-56-00-5610     ** COMMENT **  01-110-54-00-5415  01-110-56-00-5610  INVOICE TOTAL:	
	062517A-B	REISINGER	05/31/17	02 03 04 05 06 07 08 09	AMAZON-SIGN HOLDE SOURCE ONE-SHEET PAPER CLIPS, NOTE MARKERS, PAGE MAR CARD STOCK, ENVEL SCISSORS, HAND SA ADDING TAPE, STOR GOLD MEDAL-BRIDGE CONCESSIONS SUPPL ULINE-OFFICE FLOO ARAMARK#001590926	R, BINDERS PROTECTORS, PADS, PENS, KERS, TAPE, OPES, NITIZER, AGE BOXES PARK IES R MATS	79-795-56-00-5610 79-795-56-00-5610 ** COMMENT ** 79-795-56-00-5607 ** COMMENT ** 79-795-56-00-5610 79-790-56-00-5600 INVOICE TOTAL:	
	062517A-E	.DHUSE	05/31/17	01	NAPA#167002-WIPER	BLADE	51-510-56-00-5628 INVOICE TOTAL:	16.80 16.80 *
	062517A-J	.DYON	05/31/17	01	SAMS-PAPER TOWEL		01-110-56-00-5610 INVOICE TOTAL:	16.76 16.76 *
	062517A-K	.BARKSDALE	05/31/17	01	KONE-04/13/17 ELE	VATOR REPAIR	23-216-54-00-5446 INVOICE TOTAL:	1,167.25 1,167.25 *
	062517A-L	.HILT	05/31/17	01	DAVE AUTO#25246-S	QUAD REPAIR	01-210-54-00-5495 INVOICE TOTAL:	115.00 115.00 *

DATE: 06/19/17 TIME: 12:51:48 ID: AP225000.CBL

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900045	FNBO	FIRST NATI	ONAL BANK	ОМАНА		06/25/17			
	0.605173	OT OWED THO	05/01/17	0.1	DEALED GUDEDDING 4/01/	/17	01 110 54 00 5460	154 00	
	062517A-L.	PICKERING	03/31/17		BEAVER SHREDDING-4/21/ DOCUMENT DESTRUCTION	1 /	01-110-54-00-5462 ** COMMENT **	154.00	
							INVOICE TOTAL:	154.00 *	
	062517A-M.I	PFISTER	05/31/17	01	AMAZON-WALL DECAL		82-820-56-00-5610	30.90	
			, , ,				INVOICE TOTAL:	30.90 *	
	062517A-N.I	DECKER	05/31/17	01	MINER ELEC#262957-CAME	ERA	01-210-54-00-5495	332.50	
				02	REPAIR	17.	** COMMENT **		
				03	ACCURINT-APR 2017 SEAF		01-210-54-00-5462	115.00	
				0 4	KEND PRINT-3 SETS OF E	BUSINESS	01-210-54-00-5430	174.00	
				05	CARDS	-121	** COMMENT **		
				06	SHREDIT IT-APR 2017 ON	I SITE	01-210-54-00-5462	142.29	
				07	SHREDDIG		** COMMENT **		
						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	INVOICE TOTAL:	763.79 *	
					ESI, Ne	1836			
	062517A-P.H	RATOS	05/31/17	01	2015 INTERNATIONAL COL	DE BOOK	01-220-56-00-5645	135.00	
						-11	INVOICE TOTAL:	135.00 *	
	062517A-R.N	AIKOI V SEK	06/13/17	0.1	LAPG-TACTICAL POLO	101	01-210-56-00-5600	40.39	
	002317A K.1	TINOLASER	00/13/17	01	10 (= 1	731	INVOICE TOTAL:	40.39 *	
					County Sea	1.0/	11110101 1011111.	10.03	
	062517A-R.V	VRIGHT	05/31/17	01	RUSH#16600-EMPLOYEE DR	RUG TESTS	01-410-54-00-5462	40.00	
				02	RUSH#16600-EMPLOYEE DF	RUG TESTS	51-510-54-00-5462	40.00	
				03	RUSH#16600-EMPLOYEE DF	RUG TESTS	79-790-54-00-5462	80.00	
				0 4	RUSH#16600-EMPLOYEE DF	RUG TESTS	79-795-54-00-5462	240.00	
				05	RUSH#16600-EMPLOYEE DE	RUG TESTS	82-820-54-00-5462	40.00	
							INVOICE TOTAL:	440.00 *	
	062517A-S.	REDMON	05/31/17	01	KATOM-POPCORN SCOOP		79-795-56-00-5607	30.37	
			, , ,		DISPLAY2GO-CONCESSION		79-795-56-00-5607	171.96	
					LANDMARK FORD-DELIVERY		79-795-54-00-5462	275.00	
				0.4	TRANSIT VAN		** COMMENT **		
				<del>-</del> -	•		INVOICE TOTAL:	477.33 *	
	062517A-T.1	JEI SON	05/31/17	0.1	KWIK GOALS-SOCCER GOAL	C C METC	79-795-56-00-5606	6,017.00	
	00201/A-1.1	ATTOOM	00/01/1/	UΤ	WIN GOVID BOCCEV GOVI	IN W INDIA	INVOICE TOTAL:	6,017.00 *	
							CHECK TOTAL:		222,853.54
							TOTAL AMOUNT PAID:		222,853.54

TIME: 12:10:15 ID: AP225000.CBL

DATE: 06/19/17

CHECK #	VENDOR # INVOICE #		INVOICE DATE			CHECK DATE	ACCOUNT #	ITEM AMT
900046	FNBO	FIRST 1	NATIONAL BANK	ОМАНА	0	6/25/17		
	0.60517 7 0	TMMONG	05/21/17	0.1	TEO CARA EVAN RECTORDAD	TON PPP	01 100 54 00 5410	200 04
	062517-A.S	IMMONS	05/31/17		IFO-CAPA EXAM REGISTRAT CINTAS-MAY-JUN 2017 MON		01-120-54-00-5412 51-510-54-00-5445	
					ARAMARK#1590943347-UNIF		01-410-56-00-5600	
					ARAMARK#1590943347-UNIF		51-510-56-00-5600	
					ARAMARK#1590943347-UNIF		52-520-56-00-5600	
					ARAMARK#1590934851-UNIF		01-410-56-00-5600	
					ARAMARK#1590934851-UNIF		51-510-56-00-5600	
					ARAMARK#1590934851-UNIF		52-520-56-00-5600	
							INVOICE TOTAL:	717.31 *
	062517-B B	EHRENS	05/31/17	0.1	AUTO ZONE-GLASS LIFT SU	PPORT	51-510-56-00-5628	47.98
	002017 1.1	LIII(LIVO	00/01/1/	0 1			INVOICE TOTAL:	47.98 *
					1 0 Gartes	71		
	062517-B.O	LSEM	05/31/17	0.1	WAREHOUSE DIRECT-PAPER,	TAPE	01-110-56-00-5610	201.37
			, . ,	0.2	TEWEL-TABLE COVER POP	2 ft F	01-110-56-00-5610	30 96
				03	KEND PRINT-NAME PLATE,	INK 535	01-110-56-00-5610	46.30
					STAMPS		** COMMENT **	
				0.5	IML REGISTRATION-HERNAN	IDEZ	01-110-54-00-5412	75.00
					13/	101	INVOICE TOTAL:	353.63 *
	062517-B.O	LSON	05/31/17		RECON CONFERENCE TRANSP	ORT	01-110-54-00-5415	24.00
				02	ANNUAL ICMA DUES	/3/	01-110-54-00-5460	1,357.00
				03	ILCMA ANNUAL DUES		01-110-54-00-5460	387.50
					VLF I	\\/	INVOICE TOTAL:	1,768.50 *
	062517-B.R	EISINGE	R 05/31/17	01	AT&T UVERSE-4/24-5/23 T	OWN	79-795-54-00-5440	55.00
				02	SQUARE SIGN		** COMMENT **	
					ARE REST SOLUTIONS-MAY	2017	79-795-56-00-5620	1,832.59
					PORT-O-LETS		** COMMENT **	
					RECORD NEWSPAPER SUBSCR			
					GOLF BALLS FOR OUTING		79-795-56-00-5606	
					AMAZON-LAPTOP SCREEN		79-795-56-00-5635	35.74
					REPLACEMENT		** COMMENT **	227 02
					TOTES FOR GOLF OUTING ARAMARK#1590943349-UNIF		79-795-56-00-5606	
					ARAMARK#1590943349-UNIF		79-790-56-00-5600	
					IAPD FOIA /OPEN MEETING		79-790-50-00-5000	
					GOLD MEDAL-BRDG PK CONC		79-795-56-00-5607	
					SUPPLIES		** COMMENT **	000.02
					IAPD 2017 MEMBERSHIP DU	IES	79-795-54-00-5460	663.56
					COMCAST 04/29-05/28 INT		01-110-54-00-5440	
					COMCAST 04/29-05/28 INT		01-220-54-00-5440	
				19	COMCAST 04/29-05/28 INT	ERNET	01-120-54-00-5440	5.33
				20	COMCAST 04/29-05/28 INT	'ERNET	79-790-54-00-5440	7.32
				21	COMCAST 04/29-05/28 INT	ERNET	01-210-54-00-5440	34.62

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900046	FNBO FIRST NAT	IONAL BANK	OMAHA	06/25/1	7	
	062517-B.REISINGER	05/31/17	22	COMCAST 04/29-05/28 INTERNET	79-795-54-00-5440	7.32
			23	COMCAST 04/29-05/28 INTERNET	52-520-54-00-5440	4.00
				COMCAST 04/29-05/28 INTERNET	01-410-54-00-5440	5.33
				COMCAST 04/29-05/28 INTERNET	51-510-54-00-5440	6.65
				COMCAST 04/29-05/28 PHONE	79-790-54-00-5440	77.72
				AND CABLE	** COMMENT **	0.0.00
			28	AMAZON PRIME MEMBERSHIP	79-795-54-00-5460 INVOICE TOTAL:	99.00 4,355.50 *
				COD CIT	INVOICE TOTAL:	4,353.30 ^
	062517-D.DEBORD	05/31/17	01	MENARDS-PLANTS, SOIL	82-820-56-00-5620	36.73
				HOME DEPO-PLANTS	82-820-56-00-5620	30.04
				15/	INVOICE TOTAL:	66.77 *
	062517-E.DHUSE	05/31/17	0.1	NAPA#167286-LAMPS	51-510-56-00-5628	7.49
	002317-E.DHOSE	03/31/1/		NAPA#167266-LAMP	51-510-56-00-5628	10.88
					51-510-56-00-5628	42.93
				NAPA#169156-TAIL LAMP, BULB	01-410-56-00-5628	5.39
			0 1	20,100	INVOICE TOTAL:	66.69 *
				1213	· !	
	062517-E.WILLRETT	05/31/17	01	ICMA MEBERSHIP DUES	01-110-54-00-5460	760.00
				County Seat	INVOICE TOTAL:	760.00 *
	062517-J.ENGBERG	05/31/17	01	IPA CONFERENCE LODGING	01-220-54-00-5415	1,349.72
		, . ,		TIDE-UNIFORM CLEANING	01-220-56-00-5620	20.59
				\\/ E \\\/	INVOICE TOTAL:	1,370.31 *
	062517-J.SLEEZER	05/31/17		I BUY STORES-WALK BEHIND SAW	01-410-56-00-5640	238.36
			02	PARTS	** COMMENT **	020 26 4
					INVOICE TOTAL:	238.36 *
	062517-K.BARKSDALE	05/31/17	01	IPA CONFERENCE TRANSPORTATION	01-220-54-00-5415	37.74
			02	IPA CONFERENCE MEALS	01-220-54-00-5415	38.84
			03	IPA CONFERENCE MEALS	01-220-54-00-5415	32.31
			0 4	IPA CONFERENCE LODGING	01-220-54-00-5415	1,349.72
				KONE-MAY 2017 ELEVATOR	23-216-54-00-5446	150.15
				MAINTENANCE	** COMMENT **	
			07	ADOBE MONTHLY CREATIVE CLOUD	01-220-56-00-5635	49.99
					INVOICE TOTAL:	1,658.75 *
	062517-L.HILT	05/31/17	01	DAVE AUTO#25254-MOUNT &	01-210-54-00-5495	230.00
			02	BALANCE TIRES, REPLACE SENSOR	** COMMENT **	
			03	DAVE AUTO#25266-OIL CHANGE	01-210-54-00-5495	80.00
			0 4	DAVE AUTO#25270-REPAIR TIRE	01-210-54-00-5495	20.00
				DAVE AUTO#25271-OIL CHANGE	01-210-54-00-5495	77.00
			06	DAVE AUTO#25273-OIL CHANGE	01-210-54-00-5495	90.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE A	.CCOUNT #	ITEM AMT
900046	FNBO FIRS	T NATIONAL BANK	OMAHA	(	06/25/17		
	062517-L.HILT	05/31/17	07	DAVE AUTO#25286-TOP OF	F AC 0	1-210-54-00-5495	55.00
			0.8	WATCH GUARD-OUTFIT NEW	VEHICLE 2	5-205-60-00-6060	15,344.94
				DAVE AUTO#25292-OIL CHA		1-210-54-00-5495	77.00
			10	DAVE AUTO#25300-REPLACE	E VALVE 0	1-210-54-00-5495	40.00
				STEM		** COMMENT **	
			12	DAVE AUTO#25312-BRAKE I	REPAIR 0	1-210-54-00-5495	290.00
					I	NVOICE TOTAL:	16,303.94 *
				000			
	062517-M.EBERHA	RDT 05/31/17	01	SCHOLASTIC-BOOKS	8	4-840-56-00-5686	323.06
			02	DOLLAR TREE-STORYTIME S	SUPPLIES 8	2-820-56-00-5671	12.00
			03	WALMART-STORYTIME SUPP	LIES 8	2-820-56-00-5671	142.95
			0 4	CC PROCESSING FEE	1 3 1 0	1-120-54-00-5462	39.00
				/ 0 Garate	// I	NVOICE TOTAL:	517.01 *
	062517-M.PFISTE	R 05/31/17	01	AMAZON-TAPE, MARKERS, 1		2-820-56-00-5610	138.05
			02	NOTES, SHARPIES	1836	** COMMENT **	
				AMAZON-PRINTER, PRINTER		2-000-24-00-2480	436.17
				FILAMENTS	- 1	** COMMENT **	
				AMAZON PRIME MEMBERSHI	1 1 1 1 1 1 1	2-820-56-00-5610	10.99
				POSTAGE	Total State of	2-820-54-00-5452	294.00
			07	DELL-8 COMPUTER MONITOR	7 1 1 7	4-840-56-00-5635	861.82
				Kendall County		NVOICE TOTAL:	1,741.03 *
	062517-N.DECKER	05/21/17	0.1	TEDCA CODING CEMINAD I	ODCING 0	1 210 54 00 5415	127 60
	06231/-N.DECKER	05/31/17		IFPCA SPRING SEMINAR LO		1-210-54-00-5415	127.68 55.39
				IFPCA SPRING SEMINAR		1-210-54-00-5411	375.00
				COMCAST-5/8-6/7 CABLE		1-210-54-00-5411	4.23
				AT&T-4/25-5/24 SERVICE		1-210-54-00-5440	123.95
				MINER ELECT#13755-PROTA		1-210-56-00-5620	9,670.00
				UNITS	IDDD OIII O	** COMMENT **	3,070.00
				AMAZON-TACTICAL PANTS	0	1-210-56-00-5600	49.99
				QUILL-PAPER		1-210-56-00-5610	119.95
				~ -		NVOICE TOTAL:	10,526.19 *
	062517-P.RATOS	05/31/17		AMAZON-STAPLES		1-220-56-00-5620	12.43
				AMAZON-STAPLE GUN		1-220-56-00-5620	82.72
				VISTAPRINT-EDDIE BAUER		1-220-56-00-5620	71.43
				VISTAPRINT-CREDIT FOR		1-220-56-00-5620	-4.20
				AMAZON-MENS TACTICAL PA		1-220-56-00-5620	284.94
			06	FIRST PLACE RENTAL-STAR		1-220-56-00-5620	42.50
					I	NVOICE TOTAL:	489.82 *
	062517-R FREDRI	CKSON 06/13/17	0.1	IGFOA CHARACTER BASED	0	1-120-54-00-5412	15.00
	OOZOII N.FREDRI	O11001 00/10/1/		MANAGEMENT SEMINAR -	0	** COMMENT **	10.00
				FREDRICKSON		** COMMENT **	
			0.5	11.201.101.001		0011111111	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION DA	CCK CE ACCOUNT #	ITEM AMT
900046	FNBO FIRST NATI	ONAL BANK	OMAHA	06/2	25/17	
	062517-R.FREDRICKSON	06/13/17		IGFOA UTILITY BILLING SER WEBCAST - DYON	1INAR 01-120-54-00-541 ** COMMENT **	
			06	ANNUAL CPA SOCIETY MEMBERS	SHIP 01-120-54-00-546	0 220.00
			07	NEWTEK-5/11-6/11 WEB UPKE	CP 01-640-54-00-545	0 15.95
			0.8	COMCAST-4/24-5/23 INTERNET	01-110-54-00-544	0 47.29
			09	COMCAST-4/24-5/23 INTERNET	01-220-54-00-544	0 35.47
			10	COMCAST-4/24-5/23 INTERNET	01-120-54-00-544	0 47.29
			11	COMCAST-4/24-5/23 INTERNET	79-790-54-00-544	0 65.03
			12	COMCAST-4/24-5/23 INTERNET	01-210-54-00-544	0 307.41
				COMCAST-4/24-5/23 INTERNET		
				COMCAST-4/24-5/23 INTERNET		
			15	COMCAST-4/24-5/23 INTERNET	01-410-54-00-544	0 47.29
			16	COMCAST-4/24-5/23 INTERNE		
					INVOICE TOTAL:	1,160.20 *
	0.60517 B W. D. W.	05/01/17	0.1		79-795-56-00-560	10.00
	062517-R.HARMON	05/31/17		AMAZON-CLAY POTS		
				ACE-UTILITY SHED ACE-UTILITY SHED TAX CRED	79-795-56-00-560 79-795-56-00-560	
				CUSTOM LINK-SAFETY TOWN SI		
				AMAZON-SURFBOARD ACCENTS	79-795-56-00-560	
				AMAZON-SURFBOARD ACCENTS  AMAZON-DINOSAUR GAME	79-795-56-00-560	
				JEWEL-PRESCHOOL GRADUATION		
				REFRESHMENTS	** COMMENT **	
				DOLLAR TREE-FRIDAY FUN	79-795-56-00-560	
				SUPPLIES	** COMMENT **	
				AMAZON-COOKIE PANS	79-795-56-00-560	
					INVOICE TOTAL:	
	062517-R.HORNER	05/31/17		DICKS SPORTING-BASKETBALL		
				MOST DEPENDABLE FOUNTAINS		
				PARTS FOR DRINKING FOUNTA		
			0 4	REPAIR	** COMMENT **	
					INVOICE TOTAL:	262.96 *
	062517-R.MIKOLESEK	05/31/17	0.1	TACTICAL GEAR-3-IN1 PARKA	01-210-56-00-560	0 257.94
	002317-K.MIKOLESEK	03/31/1/		DICKS SPORTING-CO2 MACHINI		
				FOR TRAINING	** COMMENT **	
				NW CONFERENCE LODGING -		
				RASMUSSON	** COMMENT **	
				NW CONFERENCE LODGING -		
				MIKOLASEK	** COMMENT **	·
				GASOLINE	01-210-56-00-569	
				SIRCHIE-EVIDENCE BAGS & TA		
				PENSION BOARD CONFERENCE	01-000-15-00-158	
				LODGING	** COMMENT **	
					INVOICE TOTAL:	3,142.85 *

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900046	FNBO	FIRST NAT	IONAL BANK	AHAMC		06/25/17		
	062517-R.W	VRIGHT	05/31/17		AURORA UNIVERSITY-GOI SUMMER TUITION	DSMITH	01-210-54-00-5410 ** COMMENT ** INVOICE TOTAL:	2,010.00 2,010.00 *
	062517-S.F	AUGUSTINE	05/31/17	01	TARGET-TARGUS CASES		82-000-24-00-2480 INVOICE TOTAL:	99.98 99.98 *
	062517-s.I	IWANSKI	05/31/17	01	WAREHOUSE DIRECT-PAPE	IR.	82-820-56-00-5610 INVOICE TOTAL:	153.07 153.07 *
	062517-S.F	REDMON	05/31/17	02 03 04 05 06 07 08 09	POSTAGE JEWEL-BUNS WALMART-BUNS, CUPS, CIL FOOD HANDLERS CARE WALMART-SAFETY PINS WALMART-BUNS, CREAMER WALMART-BUNS JEWEL-BUNS WALMART - BUNS DUNKIN-COFFEE WITH TH JEWEL-BUNS	TRAINING  HE MAYOR	79-795-54-00-5452 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5606 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5607 79-795-56-00-5607 INVOICE TOTAL:	11.90 7.74 59.54 20.00 8.31 17.59 19.32 12.00 16.06 51.97 13.64 238.07 *
	062517-S.F	REMUS	05/31/17		TARGET-CANVAS RETURN HOLE-IN-ONE-GOLF OUTI		79-795-56-00-5606 79-795-56-00-5606 INVOICE TOTAL:	-24.99 220.00 195.01 *
	062517-s.s	SLEEZER	05/31/17	02 03 04 05 06	RURAL KING-ROUND UP WEED CUTTING ATTACHEM FOR SKID STEER GRND EFFECTS#361107-E GRND EFFECTS#362412-E GRND EFFECTS#362032-M GRND EFFECTS#362454-E RETURN CREDIT	MENT PLAYMAT PLAYMAT MULCH	79-790-56-00-5640 79-790-56-00-5640 ** COMMENT ** 79-790-56-00-5640 79-790-56-00-5640 79-790-56-00-5640 ** COMMENT ** INVOICE TOTAL:	369.91 3,949.00 1,436.00 1,436.00 141.25 -120.00
	062517-т.ғ	HOULE	05/31/17	02 03	RAIN BIRD-SOLENOID RE FOAM BASEBALL PLUGS RURAL KING-STRAW MULC FARM&FL EET-BOOTS		79-790-56-00-5640 79-790-56-00-5620 79-790-56-00-5620 79-790-56-00-5600 INVOICE TOTAL:	129.72 259.36 49.95 179.99 619.02 *
	062517-T.F	KLINGEL	05/31/17	01	ICOG ANNUAL SUBSCRIPT	CION	01-210-56-00-5620 INVOICE TOTAL:	125.00 125.00 *

ID: AP225000.CBL

CHECK # VENDOR # INVOICE ITEM CHECK INVOICE # DATE # DESCRIPTION DATE ACCOUNT # ITEM AMT 900046 FNBO 06/25/17 FIRST NATIONAL BANK OMAHA 062517-T.KONEN 05/31/17 01 3 GAS RADON DECTORS 51-510-56-00-5638 389.85 02 AMAZON-RETURNED BATTERY CREDIT 51-510-56-00-5640 -43.68 03 HOME DEPO-RATCHET 51-510-56-00-5630 29.97 04 POSTAGE 51-510-54-00-5452 3.75 05 AMAZON-BATTERY 51-510-56-00-5664 45.47 06 AMAZON-BATTERY 51-510-56-00-5664 43.68 INVOICE TOTAL: 469.04 \* 062517-T.NELSON 05/31/17 01 UPS-1 PKG SHIPPED 79-795-54-00-5452 40.36 INVOICE TOTAL: 40.36 \* 062517-j.bauer 05/31/17 01 HOME DEPO-BOLTS, WASHERS, NUTS 51-510-56-00-5665 31.23 31.23 \* INVOICE TOTAL: CHECK TOTAL: 57,622.86 TOTAL AMOUNT PAID:

FY 18

TIME: 08:29:33 PRG ID: AP215000.WOW

DATE: 06/20/17

CHECK DATE: 06/27/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE		DESCRIPTION	ACCOUNT #	ITEM AMT	
525037	FIRST	FIRST PLA	CE RENTAL					
	282281-1		04/28/17	02	GENERATORS GENERATORS GENERATORS	51-510-56-00-5630 52-520-56-00-5630 01-410-56-00-5630 INVOICE TOTAL:	1,823.90 911.95 911.95 3,647.80 *	
						CHECK TOTAL:		3,647.80
525038	KENDCPA	KENDALL C	COUNTY CHIEF	S OF				
	319		04/30/17	01	APR 2017 MEETING FEE FOR 8	01-210-54-00-5412 INVOICE TOTAL:	128.00 128.00 *	
						CHECK TOTAL:		128.00
525039	OSWEGO	VILLAGE C	F OSWEGO					
	20170123A		06/08/17	02	SALARY REIMBURSEMENT FOR SHARED SERVICES 04/17 - 5/1 - ANNIE CALLAHAN	** COMMENT **  ** COMMENT **	,	
						INVOICE TOTAL:	1,827.55 *	
						CHECK TOTAL:		1,827.55
525040	VITOSH	CHRISTINE	M. VITOSH					
	CMV 1849-18	352	06/01/17	01	APR 2017 ADMIN HEARINGS	01-210-54-00-5467 INVOICE TOTAL:	400.00 *	
						CHECK TOTAL:		400.00
525041	WERDERW	WALLY WEF	RDERICH					
	061316-APR		06/13/16	01	APR 2017 ADMIN HEARINGS	01-210-54-00-5467 INVOICE TOTAL:	450.00 450.00 *	
						CHECK TOTAL:		450.00
						TOTAL AMOUNT PAID:		6,453.35

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

TIME: 09:47:41 ID: AP211001.W0W

DATE: 06/20/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
525042	215HILLC	215 HILLCREST LLC						
	JUL 2017	06/12/17		JULY 2017 SPECIAL CENSUS RENTAL SPACE	01-640-54-00-5478 ** COMMENT **	}	600.00	
					INVOI	CE TOTAL:	600.00	*
					CHECK TOTAL:		6	00.00
525043	ACTION	ACTION GRAPHIX LTD						
	2568	05/26/17	01	CITY GOLF OUTING SIGN		CCE TOTAL:	25.00 25.00	*
	2572	05/31/17	01	GOLF OUTING SIGNS		CCE TOTAL:	245.00 245.00	*
	2578	06/02/17	01	SPECIAL EVENT BANNERS		CCE TOTAL:	180.00 180.00	*
					CHECK TOTAL:		4	50.00
525044	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0701936-IN	05/24/17	01	STREET LIGHT BULBS	15-155-56-00-5642 INVOI	CCE TOTAL:	14.94 14.94	*
					CHECK TOTAL:			14.94
525045	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0703065-IN	05/31/17	01	EXIT LIGHT BATTERY	23-216-56-00-5656 INVOI	CCE TOTAL:	47.70 47.70	*
					CHECK TOTAL:			47.70
525046	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				

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

TIME: 09:47:41
ID: AP211001.W0W

DATE: 06/20/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT
525046	AMPERAGE	AMPERAGE ELECTRICA	L SUPP	LY INC			
	0704440-IN	06/07/1		PHOTOCELL, RUBBER INSULATING	15-155-56-00-5642 ** COMMENT **	2	65.02
			02	5001		ICE TOTAL:	65.02 *
					CHECK TOTAL:		65.02
525047	ARNESON	ARNESON OIL COMPAN	Z				
	190732	05/26/1	02	DIESEL FUEL DIESEL FUEL DIESEL FUEL	01-410-56-00-5699 51-510-56-00-5699 52-520-56-00-5699 INVO	5	235.96 235.96 235.95 707.87 *
					CHECK TOTAL:		707.87
525048	ATLAS	ATLAS BOBCAT					
	674457	05/30/1		REPLACE CAB BLOWER AND ADD FREON TO SYSTEM	01-410-54-00-5490 ** COMMENT **	)	1,138.73
			02	FREON TO SISTEM	* * * * * * * * * * * * * * * * * * * *	ICE TOTAL:	1,138.73 *
					CHECK TOTAL:		1,138.73
525049	ATT	AT&T					
	6305536805-	-0517 05/25/1	7 01	05/25-06/24 SERVICE	51-510-54-00-5480 INVO	) [CE TOTAL:	209.35 209.35 *
					CHECK TOTAL:		209.35
525050	BCBS	BLUE CROSS BLUE SH	IELD				
	060717	06/07/1		JULY 2017 HEALTH INS JULY 2017 HEALTH INS	01-110-52-00-5216 01-120-52-00-5216		6,061.56 4,056.62

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

TIME: 09:47:41 ID: AP211001.W0W

DATE: 06/20/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #		
525050	BCBS	BLUE CROSS BLUE SHIE	LD				
	060717	06/07/17	04 05 06 07 08 09	JULY 2017 HEALTH INS	01-220-52-00-5216 01-410-52-00-5216 01-640-52-00-5240 79-790-52-00-5216 51-510-52-00-5216 52-520-52-00-5216 82-820-52-00-5216		7,247.15 12,082.44 7,804.02 11,129.29 4,032.08 3,320.74
525051	BENJAMIM	MATT BENJAMIN			enden ferne.		121,330.21
	053017	05/30/17	01	REFEREE	79-795-54-00-5462 INVOI		54.00 54.00 *
	060117	06/01/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	81.00 81.00 *
	060617	06/06/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	54.00 54.00 *
					CHECK TOTAL:		189.00
525052	BENNETTG	BENNETT, GARY L.					
	060817	06/08/17	01	JUN-DEC 2017 BRUSH DISPOSAL		CE TOTAL:	600.00 600.00 *
					CHECK TOTAL:		600.00
525053	BEYERD	DWAYNE F BEYER					

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

TIME: 09:47:41
ID: AP211001.W0W

DATE: 06/20/17

CHECK #	VENDOR # INVOICE #		INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
525053	BEYERD	DWAYNE F	BEYER						
	052517		05/25/17	01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:	81.00 81.00	
	053017		05/30/17	01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:	54.00 54.00	
	060617		06/06/17	01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:		
						CHECK TOTAL:			189.00
525054	BSNSPORT	BSN/PASSO	N'S/GSC/CON	LIN S	PORTS				
	900045538		05/22/17		SUMMER BASKETBALL COACHES SHIRTS	79-795-56-00-5606 ** COMMENT **		321.91	
						INVOIC	CE TOTAL:	321.91	*
						CHECK TOTAL:			321.91
525055	CALLONE	UNITED CO	MMUNICATION	SYST	EMS				
	1010-7980-0	000-0617	06/15/17	02 03 04 05 06 07 08 09 10	MAY 2017 ADMIN LINES MAY 2017 CITY HALL NORTEL MAY 2017 CITY HALL NORTEL MAY 2017 CITY HALL NORTEL MAY 2017 POLICE LINES MAY 2017 CITY HALL FIRE MAY 2017 CITY HALL FIRE MAY 2017 CITY HALL FIRE MAY 2017 PUBLIC WORKS LINES MAY 2017 TRAFFIC SIGNAL MAINTENANCE MAY 2017 PARKS LINES MAY 2017 RECREATION LINES	01-110-54-00-5440 01-210-54-00-5440 51-510-54-00-5440 01-210-54-00-5440 01-210-54-00-5440 01-110-54-00-5440 51-510-54-00-5440 01-410-54-00-5440 01-410-54-00-5440 079-795-54-00-5440		378.72 145.50 145.50 145.50 904.29 165.08 165.08 1,738.57 48.68 53.21 184.08 4,074.21	*
						CHECK TOTAL:		4,	074.21

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

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525056	CAMBRIA	CAMBRIA SALES COMPAN	Y INC					
	38787	05/17/17	01	GARBAGE BAGS	01-110-56-00-5610 INVOIO	CE TOTAL:	74.82 74.82 *	
	38821	06/12/17		PAPER TOWEL, TOILET TISSUE, GARBAGE BAGS, AIR FRESHNER	** COMMENT **	CE TOTAL:	170.87 170.87 *	
					CHECK TOTAL:		245.	69
525057	CAPERS	CAPERS LLC						
	INV-0327	06/01/17	01	ANNUAL MAINTENANCE RENEWAL		CE TOTAL:		
					CHECK TOTAL:		5,000.	.00
525058	CENTRALL	CENTRAL LIMESTONE CO	MPANY	, INC				
	9771	05/30/17			51-510-56-00-5640 01-410-56-00-5640 INVOIO	CE TOTAL:	274.56 274.55 549.11 *	
					CHECK TOTAL:		549.	.11
525059	CHITRIB	CHICAGO TRIBUNE						
	003288376	06/16/17	02 03 04	BID ADVERTISEMENT FOR BRISTOL	01-110-54-00-5426 ** COMMENT ** 72-720-60-00-6043 ** COMMENT ** 90-101-00-00-0011		329.50 347.05 173.52 372.88 1,222.95 *	
	003294400	06/04/17	01	TELECOMMUNICATION TOWER	01-110-54-00-5426		134.96	

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

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525059	CHITRIB	CHICAGO T	RIBUNE					
	003294400		06/04/17	02	PUBLIC HEARING	** COMMENT ** INVOI	CE TOTAL:	134.96 *
						CHECK TOTAL:		1,357.91
525060	COMED	COMMONWEA	LTH EDISON					
	0185079109	-0517	06/01/17	01	05/01-06/01 420 FAIRHAVEN	52-520-54-00-5480 INVOI	CE TOTAL:	165.00 165.00 *
						CHECK TOTAL:		165.00
525061	COMED	COMMONWEA	LTH EDISON					
	0435113116	-0517	06/06/17	01	05/02-06/05 BEECHER & RT25	15-155-54-00-5482 INVOI	CE TOTAL:	56.74 56.74 *
						CHECK TOTAL:		56.74
525062	COMED	COMMONWEA	LTH EDISON					
	0663112230	-0517	05/26/17	01	04/27-05/26 103 1/2 BEAVER ST		CE TOTAL:	42.01 42.01 *
						CHECK TOTAL:		42.01
525063	COMED	COMMONWEA	LTH EDISON					
	0903040077	-0517	05/30/17	01	04/28-05/30 MISC STREET LIGHTS		CE TOTAL:	2,664.15 2,664.15 *
						CHECK TOTAL:		2,664.15
525064	COMED	COMMONWEA	LTH EDISON					

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

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525064	COMED	COMMONWEALTH EDISON					
	0908014004-	0517 06/01/17	01	05/01-06/01 6780 RT 47		0 ICE TOTAL:	73.04 73.04 *
					CHECK TOTAL:		73.04
525065	COMED	COMMONWEALTH EDISON					
	0966038077-	05/30/17	01 02	04/27-05/30 KENNEDY RD 04/27-05/30 KENNEDY RD	01-410-54-00-548	2	129.36 6.66 136.02 *
					CHECK TOTAL:		136.02
525066	COMED	COMMONWEALTH EDISON					
	1407125045-	0517 06/05/17	01	05/03-06/05 FOXHILL 7 LIFT		0 ICE TOTAL:	94.68 94.68 *
	2019099044-	0517 06/06/17	01	4/17-5/16 BRIDGE WELL		0 ICE TOTAL:	43.23 43.23 *
					CHECK TOTAL:		137.91
525067	COMED	COMMONWEALTH EDISON					
	2947052031-	0517 06/01/17	01	04/28-06/01 RIVER & RT47		2 ICE TOTAL:	341.23 341.23 *
					CHECK TOTAL:		341.23
525068	COMED	COMMONWEALTH EDISON					
	2961017043-	0517 05/26/17	01	04/27-05/26 PRESTWICK LIFT		0 ICE TOTAL:	99.04 99.04 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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525068	COMED	COMMONWEAL	TH EDISON						
	3119142025	-0517	05/26/17	01	04/27-05/26 VAN EMMON PKNG LOT		CE TOTAL:	15.30 15.30	*
	4085080033	-0517	05/26/17	01	04/27-05/26 1991 CANNONBALL TR		CE TOTAL:	172.98 172.98	*
	4449087016	-0517	06/06/17	01	04/28-05/30 MISC WELLS		CE TOTAL:	1,014.75 1,014.75	*
	4475093053	-0517	06/01/17	01	04/28-05/31 610 TOWER		CE TOTAL:	241.56 241.56	*
	6819027011	-0517	06/05/17	01	04/28-05/31 PR BUILDINGS		CE TOTAL:	361.45 361.45	*
						CHECK TOTAL:		1,9	05.08
525069	COMED	COMMONWEAI	TH EDISON						
	6963019021	-0517	05/23/17	01	04/17-05/16 ROSENWINKLE & RT47		CE TOTAL:	25.90 25.90	
						CHECK TOTAL:			25.90
525070	COMED	COMMONWEAI	TH EDISON						
	7110074020	-0517	05/31/17	01	05/10-05/31 104 E VAN EMMON		CE TOTAL:	151.78 151.78	
						CHECK TOTAL:		1	51.78
525071	CONSTELL	CONSTELLAT	TION NEW EN	ERGY					
	0039656135		05/24/17	01	04/18-05/18 3299 LEHMAN CROSS			3,926.72 3,926.72	
						CHECK TOTAL:		3,9	26.72

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

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525072	COXLAND	COX LANDSCAPING LLC						
	807	06/01/17	01	LANDSCAPING	11-111-54-00-54 INV	95 OICE TOTAL:	245.00 245.00	*
	826	06/12/17	01	MAY 2017 GROUNDS CARE	12-112-54-00-54 INV	95 OICE TOTAL:	360.00 360.00	*
	827	06/12/17	01	MAY 2017 GROUNDS CARE	11-111-54-00-54 INV	95 OICE TOTAL:	377.88 377.88	*
					CHECK TOTAL:			982.88
525073	DEARNATI	DEARBORN NATIONAL LI	FE					
	060917	06/09/17	03 04 05 06 07 08 09	JULY 2017 LIFE INS	$01-120-52-00-52 \\ 01-210-52-00-52 \\ 01-220-52-00-52 \\ 01-410-52-00-52 \\ 79-790-52-00-52 \\ 79-795-52-00-52 \\ 51-510-52-00-52 \\ 52-520-52-00-52$	22 22 22 22 22 22 22	27.84 579.00 48.30 135.90 78.17 74.12 79.29 74.13	
	060917-V	06/09/17	02 03	JULY 2017 VISION INS	01-120-52-00-52 01-210-52-00-52 01-220-52-00-52 01-410-52-00-52 01-640-52-00-52	24 24 24 24 42 24	58.95 551.66 78.04 95.75 70.13	

SUNFLOWER SSA 42-420	DEBT SERVICE 8	83-830 LIBRARY DEBT SERVICE
MOTOR FUEL TAX (MFT) 51-510	WATER OPERATIONS	84-840 LIBRARY CAPITAL
MUNICIPAL BUILDING 52-520	SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
CITY-WIDE CAPITAL 72-720	LAND CASH	88-880 DOWNTOWN TIF
POLICE CAPITAL 79-790	PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
PUBLIC WORKS CAPITAL 79-795	RECREATION DEPT	95-XXX ESCROW DEPOSIT
PARKS & RECREATION CAPITAL 82-820	LIBRARY OPERATIONS	
	MOTOR FUEL TAX (MFT)       51-510         MUNICIPAL BUILDING       52-520         ITY-WIDE CAPITAL       72-720         OLICE CAPITAL       79-790         UBLIC WORKS CAPITAL       79-795	MOTOR FUEL TAX (MFT) 51-510 WATER OPERATIONS MUNICIPAL BUILDING 52-520 SEWER OPERATIONS ITY-WIDE CAPITAL 72-720 LAND CASH OLICE CAPITAL 79-790 PARKS DEPARTMENT UBLIC WORKS CAPITAL 79-795 RECREATION DEPT

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525073	DEARNATI	DEARBORN NATIONAL	LIFE					
	060917-V	06/09/1	10	JULY 2017 VISION INS JULY 2017 VISION INS JULY 2017 VISION INS	52-520-52-00-522 82-820-52-00-522	4	101.48 49.48 33.02 1,313.18	*
					CHECK TOTAL:		2,5	21.61
525074	DRHCAMBR	DRH CAMBRIDGE HOME	S					
	060817	06/08/1	02	SURETY DEPOSIT REFUNDS FOR 2983 ELLSWORTH & 2987 GRANDE TRAIL	01-000-24-00-241 ** COMMENT ** ** COMMENT **	5	10,000.00	
						ICE TOTAL:	10,000.00	*
	2483 ELLSWC	ORTH 06/02/1		SURETY DEPSIT REFUND FOR 2483 ELLSWORTH	01-000-24-00-241 ** COMMENT **	5	5,000.00	
					INVO	ICE TOTAL:	5,000.00	*
	3971 ELLSWC	RTH 06/05/1		SURETY DEPOSIT REFUND FOR 2971 ELLSWORTH DR	01-000-24-00-241 ** COMMENT **	5	5,000.00	
					INVO	ICE TOTAL:	5,000.00	*
					CHECK TOTAL:		20,0	00.00
525075	DYNEGY	DYNEGY ENERGY SERV	ICES					
	10238941706	1 06/05/1		4/28-5/29 1 COUNTRYSIDE PKWY 4/28-5/29 1 COUNTRYSIDE PKWY	01-410-54-00-548		110.24 11.75 121.99	*
					CHECK TOTAL:		1	21.99
525076	DYONJ	DYON, JUDY						
	060617	06/08/1	7 01	UB SEMINAR MILEAGE	51-510-54-00-541	5	23.97	

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

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525076	DYONJ	DYON, JUDY					
	060617	06/08/17	02	REIMBURSEMENT	** COMMENT **	DICE TOTAL:	23.97 *
					CHECK TOTAL:		23.97
525077	EEI	ENGINEERING ENTERPR	ISES,	INC.			
	61751	04/18/17	01	KBL COMMUNITY CENTER		1 DICE TOTAL:	3,501.25 3,501.25 *
					CHECK TOTAL:		3,501.25
525078	EJEQUIP	EJ EQUIPMENT					
	P06414	06/02/17	01	6" SKID	52-520-56-00-562 INVC	0 DICE TOTAL:	290.00 290.00 *
					CHECK TOTAL:		290.00
525079	ELEVATOR	ELEVATOR INSPECTION	SERV	ICE			
	68994	05/31/17	01	ELEVATOR REINSPECTION		6 DICE TOTAL:	75.00 75.00 *
					CHECK TOTAL:		75.00
525080	FARREN	FARREN HEATING & CO	OLING				
	10218	05/23/17	01	PD AC UNIT REPAIR	23-216-54-00-544 INVC	6 DICE TOTAL:	1,810.48 1,810.48 *
					CHECK TOTAL:		1,810.48
525081	FIRST	FIRST PLACE RENTAL					

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

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525081	FIRST	FIRST PLACE RENTAL						
	282497-1	05/04/17	01	PARELLEL CABLES	51-510-56-00-5630 INVOI	CE TOTAL:	45.90 45.90	
					CHECK TOTAL:			45.90
525082	FLEMINGR	ROOSEVELT K. FLEMIN	īG					
	052517	05/25/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00	
					CHECK TOTAL:			72.00
525083	FULTON	FULTON TECHNOLOGIES						
	83417	06/08/17		ANNUAL WARNING SIREN PREVENATIVE MAINTENANCE	25-205-54-00-5495 ** COMMENT **		7,695.42	
					INVOI	CE TOTAL:	7,695.42	*
					CHECK TOTAL:		7,6	95.42
525084	FUNXPRES	FUN EXPRESS						
	683986720-	05/31/17	01	CAMP SUPPLIES	79-795-56-00-5606 INVOI	CE TOTAL:	202.51 202.51	
					CHECK TOTAL:		2	02.51
525085	GLATFELT	GLATFELTER UNDERWRI	TING S	ERVS.				
	213473112	05/11/17		ADDITION OF 2 SQUADS TO			1,298.00	
			02	INSURANCE	** COMMENT ** INVOI	CE TOTAL:	1,298.00	*
	2449113	06/13/17	01	POLICY PREMIUM FOR ADDED 2017	01-640-52-00-5231		200.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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525085	GLATFELT	GLATFELTER UNDERWR	ITING S	ERVS.			
	2449113	06/13/1	7 02	CARGO VAN	** COMMENT ** INVOIC	CE TOTAL:	200.00 *
	245843112	06/01/1	7 01	ADDITION OF SQUAD TO INSURANCE		CE TOTAL:	633.00 633.00 *
					CHECK TOTAL:		2,131.00
525086	HARRIS	HARRIS COMPUTER SY	STEMS				
	XT00006057	05/26/1	7 01 02 03	MAY 2017 MY GOVHUB FEES MAY 2017 MY GOVHUB FEES MAY 2017 MY GOVHUB FEES	51-510-54-00-5462 52-520-54-00-5462		145.70 186.55 94.15 426.40 *
					CHECK TOTAL:		426.40
525087	HIRSTR	ROBERT HIRST					
	060117	06/01/1	7 01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:	72.00 72.00 *
					CHECK TOTAL:		72.00
525088	ILPSAN	ILLINOIS PUBLIC SA	FETY AG	SENCY			
	00041500	06/01/1	7 01	07/01-12/17 ALERTS BILLING		CE TOTAL:	3,330.00 3,330.00 *
					CHECK TOTAL:		3,330.00
525089	IMPERINV	IMPERIAL INVESTMENT	rs				
	APR 2017-RE	CBATE 06/08/1	7 01	APR 2017 BUSINESS DISTRICT TAX	01-000-24-00-2488		7,919.19

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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525089	IMPERINV	IMPERIAL I	NVESTMENTS					
	APR 2017-R	EBATE	06/08/17	02	REBATE	** COMMENT **	DICE TOTAL:	7,919.19 *
						CHECK TOTAL:		7,919.19
525090	INGEMUNS	INGEMUNSON	LAW OFFIC	ES LT	D			
	4309		06/01/17	01	05/01/17 ADMIN HEARING	01-210-54-00-54 INV	67 DICE TOTAL:	150.00 150.00 *
						CHECK TOTAL:		150.00
525091	INTERDEV	INTERDEV,	LLC					
	MSP-101168	3	05/31/17	01	MAY 2017 IT MONTHLY SERVICES	01-640-54-00-54 INV	50 DICE TOTAL:	2,691.00 2,691.00 *
						CHECK TOTAL:		2,691.00
525092	IRWA	ILLINOIS R	URAL WATER	-				
	21201		05/22/17	01	MEMBERSHIP RENEWAL	51-510-54-00-54 INV	60 DICE TOTAL:	451.00 451.00 *
						CHECK TOTAL:		451.00
525093	IWORQ	IWORQ SYST	EMS INC					
	9051		06/01/17		COMMUNITY DEVELOPMENT PORTAL INTERNET SOFTWARE SUPPORT	01-220-54-00-54 ** COMMENT **	62	4,750.00
						INV	DICE TOTAL:	4,750.00 *
						CHECK TOTAL:		4,750.00
525094	JUSTSAFE	JUST SAFET	Y, LTD					

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

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CHECK #	VENDOR # INVOICE #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
525094	JUSTSAFE	JUST SAFE	TY, LTD						
	28527		05/25/17	01	FIRST AID SUPPLIES	52-520-56-00-5620 INVO	O ICE TOTAL:	43.90 43.90	*
						CHECK TOTAL:			43.90
525095	KENDCPA	KENDALL C	OUNTY CHIEF	S OF					
	327		05/31/17	01	MONTHLY MEETING FEE FOR 4		2 ICE TOTAL:	64.00 64.00	
						CHECK TOTAL:			64.00
525096	KENDCROS	KENDALL C	ROSSING, LL	С					
	AMU REBATE	05/17	06/14/17		NCG MAY 2017 AMUSEMENT TAX REBATE	** COMMENT **		•	
						INVO	ICE TOTAL:	4,086.47	*
	BD REBATE	04/17	06/09/17	01	APR 2017 BUSINESS DIST REBATE			1,323.49 1,323.49	
						CHECK TOTAL:		5,	409.96
525097	KONICA	KONICA MI	NOLTA						
	30392319		06/11/17	03 04 05 06 07 08	06/01-07/01 COPIER LEASE 06/01-07/01 COPIER LEASE	01-220-54-00-548 01-210-54-00-548 01-410-54-00-548 51-510-54-00-548 52-520-54-00-548 79-790-54-00-548 79-795-54-00-548	5 5 5 5 5		

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

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CHECK #		INVOICE DATE	#	DESCRIPTION		PROJECT CODE		
525098	MEADOWBR	MEADOWBROOK BUILDERS	LLC					
	060917	06/09/17	02	SURETY DEPOSIT REFUNDS FOR 892 CARLY, 936 CARLY & 926 CARLY CIRCLE	** COMMENT ** ** COMMENT **			+
						DICE TOTAL:	,	
					CHECK TOTAL:		15,0	00.00
525099	MENLAND	MENARDS - YORKVILLE						
	80336	05/22/17	01	SHACKLE		20 DICE TOTAL:		*
	80446	05/23/17	01	MOUNTING BRACKET		64 DICE TOTAL:	3.11 3.11	
	80634	05/25/17	01	CONCRETE SUPPLIES		20 DICE TOTAL:	16.44 16.44	*
	80655	05/25/17	01	HYDRANT PAINT		40 DICE TOTAL:		*
	80758	05/26/17	01	CUTTING WHEEL, MASON LINE		20 DICE TOTAL:	4.98 4.98	*
					CHECK TOTAL:		1	101.63
525100	MENLAND	MENARDS - YORKVILLE						
	81141	05/30/17		SCOUR PADS, WIRE BRUSH, GOOGONE	79-795-56-00-560 ** COMMENT **	07	20.73	
					INVO	DICE TOTAL:	20.73	*
					CHECK TOTAL:			20.73
525101	MENLAND	MENARDS - YORKVILLE						

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

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525101	MENLAND	MENARDS - YORKVILLE						
	81336	06/01/17	01	PLYWOOD	52-520-56-00-5640 INVOI	CE TOTAL:	19.98 19.98	*
	81451	06/02/17	01	CAR WASH	52-520-56-00-5620 INVOI	CE TOTAL:	19.98 19.98	
	81682	06/04/17	01	OIL	01-210-56-00-5620 INVOI	CE TOTAL:	24.95 24.95	
	81847	06/06/17	01	STAPLER	01-210-56-00-5620 INVOI	CE TOTAL:	14.98 14.98	*
					CHECK TOTAL:			79.89
525102	MESIROW	MESIROW INSURANCE SE	RVICE	S INC				
	635769	06/07/17		7/14/17-7/14/18 LIQUOR LIABILITY	** COMMENT **	CE TOTAL:	1,050.00	
					CHECK TOTAL:	CE TOTAL.	•	050.00
525103	MIDWSALT	MIDWEST SALT			Circle Torris.		±,ν	330.00
	P437011	05/05/17	01	BULK ROCK SALT		CE TOTAL:		
	P437136	06/08/17	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	CE TOTAL:	2,448.35 2,448.35	
					CHECK TOTAL:		4,8	840.35
525104	MIDWSTEN	MIDWEST ENVIONMENTAL						
	17-427	05/09/17	01	PHASE 1 ENVIONMENTAL AUDIT	88-880-60-00-6011		1,800.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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525104	MIDWSTEN	MIDWEST ENVIONMENTA	ΔL				
	17-427	05/09/17	03	CONDUCTED FOR THE FORMER PROPERTY LOCATED AT 102 E VAN EMMON	** COMMENT **  ** COMMENT **	ICE TOTAL:	1,800.00 *
					CHECK TOTAL:		1,800.00
525105	NARVICK	NARVICK BROS. LUMBE	ER CO,	INC			
	54690	05/25/17	01	4000 PSI	51-510-56-00-5640 INVO	) ICE TOTAL:	829.00 829.00 *
					CHECK TOTAL:		829.00
525106	NEENAH	NEENAH FOUNDRY CO.					
	221220	06/06/17	01	STORM GRATES	01-410-56-00-5640 INVO	) ICE TOTAL:	280.00 280.00 *
					CHECK TOTAL:		280.00
525107	NICOR	NICOR GAS					
	15-41-50-1	000 6-0517 06/05/17	01	03/31-06/02 804 GAME FARM RD		) ICE TOTAL:	28.53 28.53 *
	15-64-61-3	532 5-0517 06/05/17	01	05/04-06/02 1991 CANNONBALL TR		) ICE TOTAL:	36.76 36.76 *
	23-45-91-4	862 5-0517 06/05/17	01	05/04-06/05 101 BRUELL ST		) ICE TOTAL:	90.03 90.03 *
	40-52-64-8	356 1-0517 06/06/17	01	05/10-06/05 102 E VAN EMMON		) ICE TOTAL:	80.16 80.16 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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525107	NICOR NICOR G	AS						
	46-69-47-6727 1-517	06/08/17	01	05/09-06/08 1975 BRIDGE STREET		CE TOTAL:	86.08 86.08	*
	62-37-86-4779 6-051	7 06/08/17	01	05/09-06/08 185 WOLF ST		E TOTAL:	15.66 15.66	*
	66-70-44-6742 9-051	7 06/08/17	01	04/07-06/08 1908 RAINTREE		E TOTAL:	88.96 88.96	*
	80-56-05-1157 0-051	7 06/08/17	01	04/07-06/07 2512 ROSEMONT	01-110-54-00-5480 INVOIC		57.72 57.72	*
	83-80-00-1000 7-051	7 06/06/17	01	05/04-06/02 610 TOWER UNIT B		CE TOTAL:	35.46 35.46	*
	91-85-68-4012 8-051	7 06/05/17	01	05/03-06/02 902 GAME FARM RD		CE TOTAL:	477.45 477.45	*
					CHECK TOTAL:		9	96.81
525108	O'REILLY O'REILL	Y AUTO PARTS						
	5613-114423	06/01/17	01	VAN PAINT	79-795-56-00-5640 INVOIC		8.99 8.99	*
					CHECK TOTAL:			8.99
525109	OLEARYC CYNTHIA	O'LEARY						
	SPRING SOCCER 2017	05/31/17		SPRING SOCCER ASSIGNING FEE FOR OFFICIALS	79-795-54-00-5462 ** COMMENT **		80.00	
			UΖ	CLALOLINO NOI		E TOTAL:	80.00	*
					CHECK TOTAL:			80.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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525110	OMALLEY	O'MALLEY WELDING & F	'ABRIC	CATING				
	17616	06/01/17		ATTACHMENT REPAIR WELDING AT SHOP	** COMMENT **	CE TOTAL:	69.30 69.30 *	k
					CHECK TOTAL:		69	9.30
D000528	ORRK	KATHLEEN FIELD ORR &	ASSO	DC.				
	15288	06/06/17	02 03 04 05 06	FOREST PRESERVE MATTERS MISC CITY LEGAL MATTERS COUNTRYSIDE TIF MATTERS DOWNTOWN TIF MATTERS MEETINGS PARKS LEGAL MATTERS RAINTREE MATTERS	01-640-54-00-5456 87-870-54-00-5462 88-880-54-00-5466 01-640-54-00-5456 01-640-54-00-5466 01-640-54-00-5456	CE TOTAL:	161.25 8,772.00 483.75 2,623.00 430.00 258.00 215.00 12,943.00 *	
525111	OSWEGO	VILLAGE OF OSWEGO						
	20170123В	06/08/17	02	SALARY REIMBURSEMENT FOR SHARED SERVICES 5/1 - 5/28 - ANNIE CALLAHAN	** COMMENT **  ** COMMENT **	CE TOTAL:	4,067.79 4,067.79 *	k
					CHECK TOTAL:		4,067	7.79
525112	POOLJ	JARYL POOL						
	052517	05/25/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00 *	ŧ
					CHECK TOTAL:		72	2.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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525113	R0001869	ROBERT STONE					
	060117	06/01/17		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT #0103550900-00			191.87
			02	BIBE FOR MOOF WOLDSCOOD OF		ICE TOTAL:	191.87 *
					CHECK TOTAL:		191.87
525114	R0001873	CLASSIC FENCE					
	20170341-R	FND 06/12/17	01	PERMIT CANCELLATION REFUND		) ICE TOTAL:	50.00 50.00 *
					CHECK TOTAL:		50.00
525115	R0001874	ERNEST RHODES					
	061317	06/13/17		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0107409940-00			236.93
			02	BIBE FOR ACCITOTO / 405540 00		ICE TOTAL:	236.93 *
					CHECK TOTAL:		236.93
525116	R0001875	DEBBIE REYNA					
	061417	06/14/17		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0300504260-01			100.00
			02	BIBE TON Meet #0500504200 Of		ICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
525117	R0001876	AMANDA SCARLATI					
	061417	06/14/17		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0300405380-01			345.94
			UΖ	DILL FOR ACCI#USUU4USS8U-UI		ICE TOTAL:	345.94 *
					CHECK TOTAL:		345.94

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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525118	R0001877	JENNIFER BAUER						
	061417	06/14/17		REFUND OVERPAYMENT FOR FINAL BILL FOR ACCT#030070567-01			229.71	
						CE TOTAL:	229.71	*
					CHECK TOTAL:		;	229.71
525119	RATOSP	PETE RATOS						
	060217	06/02/17	02	INSPECTION & FIELDWORK MILEAGE REIMBURSEMENT FOR 05/29, 05/30, 05/31, 06/01 & 06/02	** COMMENT **		96.63	
			04	00702	* *	CE TOTAL:	96.63	*
					CHECK TOTAL:			96.63
525120	RIETZR	ROBERT L. RIETZ JR.						
	052517	05/25/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00	
	060117	06/01/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	108.00	
					CHECK TOTAL:			180.00
525121	ROGERD	DALE ROGER						
	052517	05/25/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00	
	060117	06/01/17	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00	
					CHECK TOTAL:			144.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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11-111 FOX HILL SSA

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### INVOICES DUE ON/BEFORE 06/27/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITE1 #	M DESCRIPTION		ACCOUNT #	PROJECT CODE	ITEM AMT	
525122	RONWEST	RON WESTPHAL CHEVR	OLET						
	436721	05/31/1	7 01	REPLACED OIL PRESSU	RE SENSOR (	01-210-54-00-54 INV	95 OICE TOTAL:	229.85 229.85	*
					(	CHECK TOTAL:		2	229.85
525123	SPEEDWAY	SPEEDWAY							
	1001542438	8-0617 06/01/1	02 03 04 05 06	MAY 2017 GASOLINE		79-790-56-00-56 79-795-56-00-56 01-210-56-00-56 51-510-56-00-56 52-520-56-00-56 01-410-56-00-56 01-220-56-00-56	95 95 95 95 95 95	1,771.91 124.38 3,760.30 670.61 670.60 670.60 169.80 7,838.20	*
					(	CHECK TOTAL:		7,8	338.20
525124	SUPERIOR	SUPERIOR ASPHALT M	ATERIA	LS LLC					
	20170482	05/26/1	7 01	COLD PATCH	1	15-155-56-00-56 INV	33 OICE TOTAL:	1,638.18 1,638.18	*
					(	CHECK TOTAL:		1,6	538.18
525125	TKBASSOC	TKB ASSOCIATES, IN	c.						
	12538	05/17/1	7 01	ANNUAL LASERFICHE F	EES (	01-640-54-00-54 INV	50 OICE TOTAL:	2,719.00 2,719.00	*
					(	CHECK TOTAL:		2,7	719.00
525126	TRCONTPR	TRAFFIC CONTROL &	PROTEC:	TION					
	89762	05/18/1	7 01	SIGN BANDING	:	15-155-56-00-56 INV	19 OICE TOTAL:	380.00 380.00	*
					(	CHECK TOTAL:		3	380.00
	01-120 01-210 01-220 01-410 01-640	ADMINISTRATION ) FINANCE ) POLICE ) COMMUNITY DEVELOPMENT ) STREET OPERATIONS ) ADMINISTRATIVE SERVICES	15-155 23-216 23-230 25-205 25-215	2: SUNFLOWER SSA 5: MOTOR FUEL TAX (MFT) 6: MUNICIPAL BUILDING 1: CITY-WIDE CAPITAL 6: POLICE CAPITAL 6: PUBLIC WORKS CAPITAL	42-420 DEBT SERV 51-510 WATER OP 52-520 SEWER OP 72-720 LAND CASH 79-790 PARKS DEF 79-795 RECREATIC	PERATIONS PERATIONS H PARTMENT DN DEPT	83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT		

25-225 PARKS & RECREATION CAPITAL 82-820 LIBRARY OPERATIONS

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	VENDOR # INVOICE #			#	DESCRIPTION	ACCOUNT #			
525127	UNDERGR	UNDERGROUN	ND PIPE & V	ALVE	со				
	022226		06/12/17	01	WATER METER CHECK VALVE		CE TOTAL:		
						CHECK TOTAL:		1,5	925.00
525128	VITOSH	CHRISTINE	M. VITOSH						
	CMV 1853-18	358	06/01/17	01	MAY ADMIN HEARINGS	01-210-54-00-5467 INVOIO		500.00 500.00	
						CHECK TOTAL:		į	500.00
525129	WAREHOUS	WAREHOUSE	DIRECT						
	3500785-0		06/01/17	01	POST-IT NOTES		CE TOTAL:	3.35 3.35	
						CHECK TOTAL:			3.35
525130	WEINERTA	ANDREA WE	INERT						
	060117-COE		06/01/17		05/03, 05/18 & 06/01 COE CLASS MILEAGE REIMBURSEMENT			43.35	
				02	MILEAGE REIMBURSEMENT		CE TOTAL:	43.35	*
						CHECK TOTAL:			43.35
525131	WELDSTAR	WELDSTAR							
	01593162		05/24/17	01	MONTHLY CYLINDER LEASE		CE TOTAL:	7.50 7.50	
						CHECK TOTAL:			7.50
525132	WERDERW	WALLY WERI	DERICH						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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525132	WERDERW	WALLY WERD	ERICH						
	061317		06/13/17	01	5/8, 5/22 & 5/31 ADMIN HEARING		E TOTAL:	450.00 450.00	
						CHECK TOTAL:		4	150.00
525133	WIREWIZ	WIRE WIZAR	D OF ILLING	DIS,	INC				
	27061		06/01/17	01	JUL-SEPT ALARM MONITORING		E TOTAL:	138.00 138.00	
						CHECK TOTAL:		1	138.00
525134	YBSD	YORKVILLE	BRISTOL						
	0551-013512	931	06/07/17	01	MAY 2017 WASTE DISPOSAL	51-510-54-00-5445 INVOIC	E TOTAL:	9,761.13 9,761.13	*
	517SF		06/14/17	01	MAY 2017 SANITARY FEES		E TOTAL:	234,997.93 234,997.93	
						CHECK TOTAL:		244,7	759.06
525135	YORKACE	YORKVILLE	ACE & RADIO	SHA	CK				
	163076		06/09/17	01	FUSE	52-520-56-00-5613 INVOIC	E TOTAL:	3.99 3.99	
						CHECK TOTAL:			3.99
525136	YOUNGM	MARLYS J.	YOUNG						
	050817-B		05/30/17		05/08/17 LIBRARY BOARD MEETING			54.00	
				UZ	MINUTES	** COMMENT ** INVOIC	E TOTAL:	54.00	*

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

FY 18

#### UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 09:47:41 ID: AP211001.W0W

DATE: 06/20/17

#### INVOICES DUE ON/BEFORE 06/27/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
525136	YOUNGM	MARLYS J. YOUNG					
	051017	06/04/17		05/10/17 PLANNING & ZONING MEETING MINUTES	01-110-54-00-5462 ** COMMENT ** INVOIC	E TOTAL:	40.50
	051617	06/12/17	01	05/16/17 PW MEETING MINUTES	01-110-54-00-5462 INVOIC	E TOTAL:	81.25 81.25 *
					CHECK TOTAL:		175.75

TOTAL DIRECT DEPOSITS PAID: 12,943.00

TOTAL AMOUNT PAID: 520,433.49

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

95-XXX ESCROW DEPOSIT

90-XXX DEVELOPER ESCROW

01-110 ADMINISTRATION 12-112 SUNFLOWER SSA 42-420 DEBT SERVICE 01-120 FINANCE 15-155 MOTOR FUEL TAX (MFT) 51-510 WATER OPERATIONS 01-210 POLICE 23-216 MUNICIPAL BUILDING 52-520 SEWER OPERATIONS 01-220 COMMUNITY DEVELOPMENT 23-230 CITY-WIDE CAPITAL 72-720 LAND CASH 01-410 STREET OPERATIONS 25-205 POLICE CAPITAL 79-790 PARKS DEPARTMENT 01-640 ADMINSTRATIVE SERVICES 25-215 PUBLIC WORKS CAPITAL 79-795 RECREATION DEPT 11-111 FOX HILL SSA 25-225 PARKS & RECREATION CAPITAL 82-820 LIBRARY OPERATIONS DATE: 06/12/17 TIME: 15:33:33 UNITED CITY OF YORKVILLE CHECK REGISTER

PRG ID: AP215000.WOW CHECK DATE: 06/12/17

CHECK # VENDOR # INVOICE INVOICE ITEM NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT 523185 R0001870 DAVID & DENISE BARDOU 20160886-BUILD 06/08/17 01 343 TYLER CREEK BUILD PROGRAM 51-000-24-00-2445 6,000.00 4,000.00 02 343 TYLER CREEK BUILD PROGRAM 52-000-24-00-2445 INVOICE TOTAL: 10,000.00 \* 10,000.00 CHECK TOTAL:

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-640 ADMINSTRATIVE SERVICES
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA
15-155 MOTOR FUEL TAX (MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL
25-225 PARKS & RECREATION CAPITAL

42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPT 82-820 LIBRARY OPERATIONS

TOTAL AMOUNT PAID:

83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT FY 18

10,000.00

DATE: 06/15/17

PRG ID: AP215000.WOW

TIME: 10:17:50 CHECK REGISTER

UNITED CITY OF YORKVILLE FY 18

CHECK DATE: 06/15/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	 ACCOUNT #	ITEM AMT	
523188	IDOT	ILLINOIS	DEPARTMENT	OF				
	12592		06/01/17	01	RT34 EXPANSION @ RT47	23-230-60-00-6059 INVOICE TOTAL:	38,950.56 38,950.56 *	
						CHECK TOTAL:		38,950.56
						TOTAL AMOUNT PAID:		38,950.56

DATE: 06/13/17 UNITED CITY OF YORKVILLE TIME: 10:06:13 CHECK REGISTER

PRG ID: AP215000.WOW CHECK DATE: 06/23/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523186	R0001871	JESSICA M	ENEZ					
	20170056-B	UILD	06/07/17	01 02 03 04 05	2606 FAIRFAX BUILD PROGRAM 2606 FAIRFAX BUILD PROGRAM 2606 FAIRFAX BUILD PROGRAM 2606 FAIRFAX BUILD PROGRAM 2606 FAIRFAX BUILD PROGRAM	23-000-24-00-2445 25-000-24-20-2445 25-000-24-21-2445 42-000-24-00-2445 51-000-24-00-2445 INVOICE TOTAL:	3,151.60 300.00 900.00 50.00 2,470.00 6,871.60 *	
						CHECK TOTAL:		6,871.60

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	



# UNITED CITY OF YORKVILLE PAYROLL SUMMARY June 16, 2017

	REGULAR	С	VERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 808.34	\$	-	\$ 808.34	\$ -	\$ 61.84	\$ 870.18
CLERK	583.34		-	583.34	8.98	6.36	598.68
TREASURER	83.34		-	83.34	8.98	44.61	136.93
ALDERMAN	4,100.00		-	4,100.00	-	302.35	4,402.35
ADMINISTRATION	15,188.83		-	15,188.83	1,637.36	1,115.52	17,941.71
FINANCE	9,270.01		-	9,270.01	999.31	683.41	10,952.73
POLICE	105,199.88		10,217.78	115,417.66	580.83	8,555.35	124,553.84
COMMUNITY DEV.	16,526.07		-	16,526.07	1,627.25	1,222.22	19,375.54
STREETS	14,120.82		-	14,120.82	1,407.52	1,043.06	16,571.40
WATER	14,606.40		250.27	14,856.67	1,560.59	1,079.64	17,496.90
SEWER	8,171.35		-	8,171.35	880.87	607.68	9,659.90
PARKS	20,376.86		175.70	20,552.56	1,897.78	1,514.69	23,965.03
RECREATION	13,684.30		-	13,684.30	1,223.16	1,009.20	15,916.66
LIBRARY	27,995.05		-	27,995.05	2,234.98	2,115.45	32,345.48
TOTALS	\$ 250,714.59	\$	10,643.75	\$ 261,358.34	\$ 14,067.61	\$ 19,361.38	\$ 294,787.33

**TOTAL PAYROLL** 

\$ 294,787.33



### UNITED CITY OF YORKVILLE

### **BILL LIST SUMMARY**

**Tuesday, June 27, 2017** 

ACCOUNTS PAYABLE	<b>DATE</b>	
City MasterCard Bill Register - FY17 (Pages 1 - 3)	06/25/2017	222,853.54
City MasterCard Bill Register - FY18 ( <i>Pages 4 - 9</i> )	06/25/2017	57,622.86
City Check Register - FY17 (Page 10)	06/27/2017	6,453.35
City Check Register - FY18(Pages 11 - 36)	06/27/2017	520,433.49
SUB-TOTAL:	<del>_</del>	\$807,363.24
OTHER PAYABLES		
FY18		
Maual Check #523185- Bardou BUILD Check (Page 37)	06/12/2017	10,000.00
Maual Check #523188- IDOT ( <i>Page 38</i> )	06/15/2017	38,950.56
Maual Check #523186 - Menez BUILD Check (Page 39)	06/23/2017	6,871.60
SUB-TOTAL:	_	\$55,822.16
WIRE PAYMENTS		
* BNY Mellon - 2003 Debt Certificates - Interest PMT	06/09/2017	8,650.00
* Amalgamated Bank of Chicago - 2015A Bond - Interest PMT	05/24/2017	109,500.00
* Amalgamated Bank of Chicago - 2014A Bond - Interest PMT	05/24/2017	69,293.75
* BNY Mellon - 2014 Bond - Interest PMT	05/24/2017	25,357.50
TOTAL PAYMENTS:		\$212,801.25
<u>PAYROLL</u>		
Bi - Weekly (Page 40)	06/16/2017	294,787.33
SUB-TOTAL:	_	\$294,787.33
TOTAL DISBURSEMENTS:		\$1,370,773.98

<sup>\*</sup> Payments Made Via Wire Transfer



Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	

Reviewed By:

Agenda Item Number
Mayor's Report #1
Tracking Number
CC 2017-34

### **Agenda Item Summary Memo**

Public Works Parks and Recreation

Title: Bristol Bay Sk	cate Park Bids	
Meeting and Date:	City Council – June 27, 2017	7
Synopsis:		
Council Action Previ	ously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Require	ed:	
Council Action Requ	ested:	
Submitted by:	Tim Evans	Parks and Recreation
	Name	Department
	Agenda Item	Notes:

### Memorandum



To: Yorkville City Council

From: Tim Evans, Director of Parks and Recreation

CC: Bart Olson, City Administrator

Date: June 19, 2017

Subject: Review of the Bristol Bay Regional Park Skate Park Request

for Proposals Bid Submittals

#### **Summary**

Review of the Bristol Bay Regional Park Skate Park Request for Proposals Bid Submittals.

#### **Background**

At its May 23, 2013 meeting, the Park Board recommended to City Council the submission of an OSLAD (Open Space Lands Acquisition and Development) grant application for Bristol Bay Regional Park, for which the City was approved by the State on April 5, 2014. As part of the grant, one of the amenities that will be installed is a skate park. At its March 2017 meeting, the Park Board approved the attached skate park design.

Since staff is not able to install the skate park, request for proposals were accepted until 2:00 pm on Friday May 30, 2017. Bids consisted of earth excavation, drainage improvements, and the construction of a skate park at Bristol Bay Regional Park.

#### Recommendation

Additional analysis will be presented at the meeting. Staff seeks City Council approval of the staff recommendation to move forward with S&K Excavating to perform earth excavation, drainage improvements, and the construction of a skate park at Bristol Bay Regional Park.



#### ADVERTISEMENT FOR BIDS

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

Separate sealed BIDS for the construction of <u>Bristol Bay 65 Park Improvements</u>; <u>which consists of earth excavation, drainage improvements, and the construction of a skate park will be received by <u>United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560</u> until <u>2:00 p.m., local time, May 30, 2017</u>, and then at said <u>office</u> publicly opened and read aloud.</u>

The CONTRACT DOCUMENTS may be examined at the following location:

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

A certified check or bank draft, payable to the order of <u>The United City of Yorkville</u> negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The United City of Yorkville reserves the right to reject all Bids or to waive any informalities in the bidding.

ADVERTISEMENT FOR BIDS

Page 2

Bids may be held by The United City of Yorkville for a period not to exceed 60 days

from the date of the opening of Bids for the purpose of reviewing the Bids and

investigating the qualifications of Bidders, prior to awarding of the Contract.

The United City of Yorkville is an equal opportunity employer.

Copies of the CONTRACT DOCUMENTS may be obtained at the office of

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

Telephone 630/466-6700

upon payment of \$10.00 for a digital copy or \$50.00 for a hard copy, which is not

refundable.

May 15, 2017

By Order of the United City of Yorkville

Beth Warren, City Clerk



#### BID TABULATION BRISTOL BAY 65 PARK IMPROVEMENTS UNITED CITY OF YORKVILLE

		BID TABI BIDS RECD	ULATION 5/30/2017		S&K EXC 7225 Cato Yorkville,	n F	arm Rd	1551 West	ERFORMANCE CONST & ENG 1551 West Norris Drive Ottawa, IL 61350 Sugar Grove, IL		er Road		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY		UNIT PRICE		AMOUNT	UNIT PRICE		AMOUNT	UNIT PRICE	AMOUNT	
	BASE BID												
1	PERIMETER EROSION BARRIER	FOOT	3000	\$	3.25	\$	9,750.00	\$ 2.00	\$	6,000.00	\$ 2.50	\$	7,500.00
2	INLET FILTERS	EACH	8	\$	175.00	\$	1,400.00	\$ 200.00	\$	1,600.00	\$ 150.00	\$	1,200.00
3	TREE ROOT PRUNING	EACH	20	\$	100.00	\$	2,000.00	\$ 20.00	\$	400.00	\$ 150.00	\$	3,000.00
4	EARTH EXCAVATION	CU YD	600	\$	11.00	\$	6,600.00	\$ 12.00	\$	7,200.00	\$ 15.00	\$	9,000.00
5	TOPSOIL EXCAVATION AND STOCKPILE	CU YD	5,365	\$	9.50	\$	50,967.50	\$ 7.00	\$	37,555.00	\$ 10.00	\$	53,650.00
6	TOPSOIL PLACEMENT, SKATE PARK	CU YD	150	\$	32.00	\$	4,800.00	\$ 10.00	\$	1,500.00	\$ 15.00	\$	2,250.00
7	FOUNDATION MATERIAL	CU YD	20	\$	40.00	\$	800.00	\$ 30.00	\$	600.00	\$ 35.00	\$	700.00
8	UNSUITABLE MATERIAL, REMOVAL AND REPLACEMENT	CU YD	430	\$	35.00	\$	15,050.00	\$ 20.00	\$	8,600.00	\$ 45.00	\$	19,350.00
9	STORM SEWER, 12" RCP	FOOT	171	\$	33.00	\$	5,643.00	\$ 75.00	\$	12,825.00	\$ 50.00	\$	8,550.00
10	PRECAST REINFORCED CONCRETE FES W/ GRATE, 12"	EACH	8	\$	1,100.00	\$	8,800.00	\$ 950.00	\$	7,600.00	\$ 1,000.00	\$	8,000.00
11	STONE RIPRAP, RR3	SQ YD	36	\$	60.00	\$	2,160.00	\$ 75.00	\$	2,700.00	\$ 55.00	\$	1,980.00
12	SKATE PARK	L SUM	1	\$	188,000.00	\$	188,000.00	\$ 218,420.00	\$	218,420.00	\$ 240,000.00	\$	240,000.00
13	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10,000	\$	1.00	\$	10,000.00	\$ 1.00	\$	10,000.00	\$ 1.00	\$	10,000.00
	TOTAL BASE BID (Items 1 - 13)						305,970.50			315,000.00			365,180.00
	BID ALTERNATE A												
Α	RESTORATION	SQ YD	5000	\$	3.60	\$	18,000.00	\$ 8.00	\$	40,000.00	\$ 7.50	\$	37,500.00
	BID ALTERNATE B												
В	SLED HILL RESTORATION	SQ YD	2,700	\$	3.60	\$	9,720.00	\$ 8.00	\$	21,600.00	\$ 7.50	\$	20,250.00

## BID SUMMARY BRISTOL BAY 65 PARK IMPROVEMENTS UNITED CITY OF YORKVILLE

	O Of Tarketine							
BID TABULATION BIDS RECEIVED 2:00 P.M. 05/30/17	ENGINEERS ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	GEORGE'S LANDSCAPING 1410 Nels Road Joliet, IL 60433	PERFORMANCE CONST & ENG 1551 West Norris Drive Ottawa, IL 61350	D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416				
TOTAL BID	\$365,180.00		\$315,000.00					
BID BOND	X		х					
SIGNED BID	Х		Х					
BID TABULATION BIDS RECEIVED 2:00 P.M. 05/30/17	<b>S&amp;K EXCAVATING</b> 7225 Caton Farm Rd Yorkville, IL 60560	CONTINENTAL CONSTRUCTION 1919 Greenwood Evanston, IL 60201	H. LINDEN & SON SEWER & WATER 722 E. South Street, Unit D Plano, IL 60545					
TOTAL BID	\$305,970.50							
BID BOND	X							
SIGNED BID	Х							

## IMPROVEMENT PLANS

# BRISTOL BAY 65 PARK IMPROVEMENTS

### UNITED CITY OF YORKVILLE

**KENDALL COUNTY, ILLINOIS** 

### **BID ISSUE: MAY 2017 CONSTRUCTION ISSUE:**

### **UNITED CITY OF YORKVILLE OFFICIALS**

GARY J. GOLINSKI

MAYOR

BETH WARREN

CITY CLERK

BART OLSON

CITY ADMINISTRATOR

ERIC DHUSE

DIRECTOR OF PUBLIC WORKS

KEN KOCH

ALDERMAN

CARLO COLOSIMO

ALDERMAN

JOE PLOCHER

ALDERMAN

JACQUELYN MILSCHEWSKI

ALDERWOMAN

JOEL FRIEDERS

SEAVER TARULIS

ALDERMAN

CHRIS FUNKHOUSER

ALDERMAN

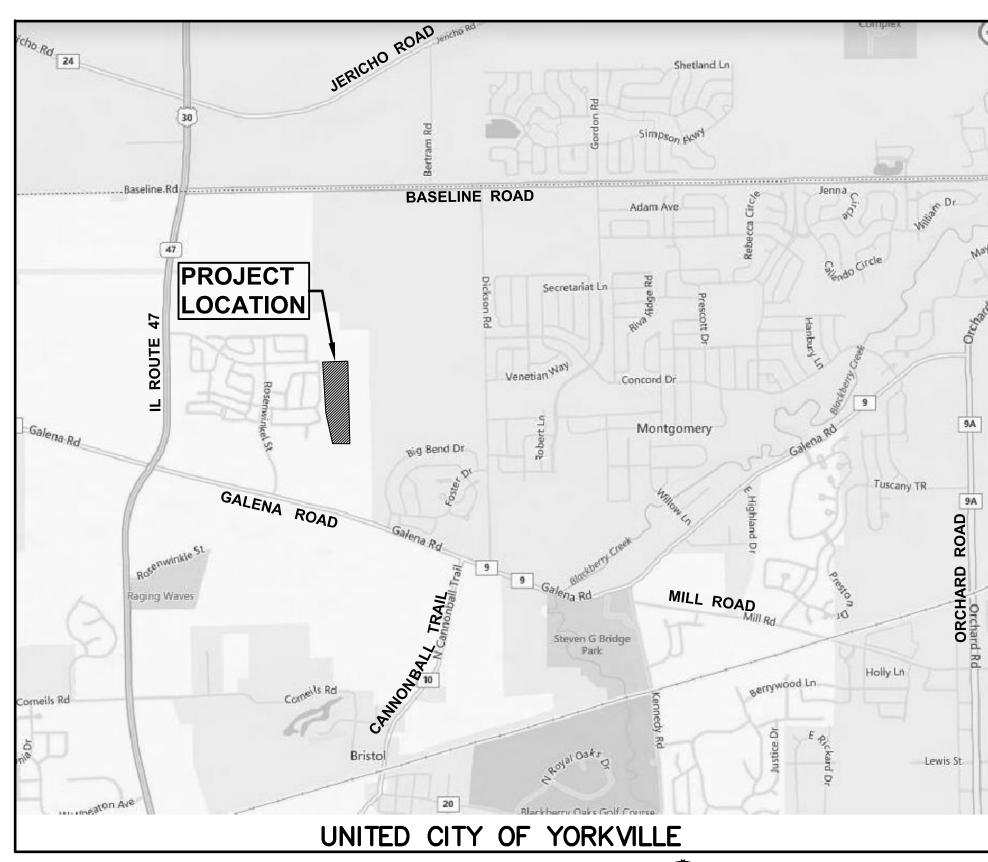
ALEJANDRO HERNANDEZ

ALDERMAN

KATHLEEN FIELD ORR

CITY ATTORNEY

ALDERMAN



## LOCATION MAP





### SITE REFERENCE MARK 1

**BENCHMARK** 

CITY OF YORKVILLE SURVEY CONTROL MONUMENT # 1

TAG BOLT WITH ARROW POINTING TOWARDS ON FIRE HYDRANT LOCATED AT THE NE CORNER OF BRISTOL BAY DRIVE AND THE EAST ENTRANCE TO BRISTOL BAY ELEMENTARY SCHOOL

ELEVATION = 674.94

ELEVATION = 661.57

## **Engineering Enterprises, Inc.**

**Consulting Engineers 52 Wheeler Road Sugar Grove, Illinois 60554** 630.466.6700 / www.eeiweb.com

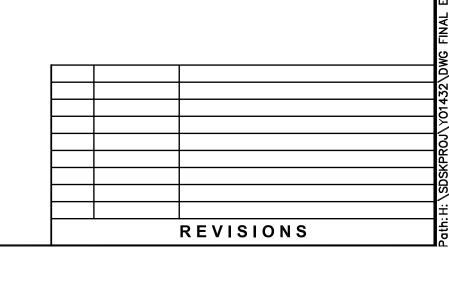
### **ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS,

THIS \_\_\_\_\_\_, 2017.

JULIE A. MORRISON, P.E. ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-058372 EXPIRATION DATE: 11/30/17



**INDEX OF SHEETS** 

OVERALL SITE PLAN

CONSTRUCTION SPECIFICATIONS, LEGEND

STORMWATER POLLUTION PREVENTION

AND SUMMARY OF QUANTITIES

COVER SHEET

5.-13. SKATE PARK PLANS

SITE DETAILS

14.-20. GRADING PLANS

PLAN

22.



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#### **GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS**

- 1. THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JAN. 1, 2016, THE MOST RECENT EDITION OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", AND REVISIONS THERETO, THESE IMPROVEMENT PLANS AND DETAILS, SPECIAL PROVISIONS AND CODES AND ORDINANCES OF THE CITY OF YORKVILLE, ILLINOIS SHALL GOVERN APPLICABLE PORTIONS OF THIS PROJECT.
- 2. THE CONTRACTOR SHALL OBTAIN, ERECT, MAINTAIN AND REMOVE ALL SIGNS, BARRICADES, FLAGMEN AND OTHER CONTROL DEVICES AS MAY BE NECESSARY FOR THE PURPOSE OF REGULATING, WARNING OR GUIDING TRAFFIC. PLACEMENT AND MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE PARTS OF ARTICLE 107.14 OF THE STANDARD SPECIFICATIONS, THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS"
- 3. LOCATION OF UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY, AND ARE NOT NECESSARILY COMPLETE. CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AS TO LOCATION OF ALL EXISTING UNDERGROUND STRUCTURES, CABLES, UTILITIES AND
- 4. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY SO THAT THE CONFLICT MAY BE RESOLVED.
- 5. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. (1-800-892-0123) AT LEAST TEN DAYS PRIOR TO CONSTRUCTION SO REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION THAT EACH UTILITY COMPANY CAN STAKE OUT ANY UNDERGROUND IMPROVEMENTS THAT THEY MAY HAVE WHICH MIGHT INTERFERE WITH THE
- 6. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER AND CITY AT HIS OWN EXPENSE.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER AND CITY BY THE CONTRACTOR AT HIS OWN EXPENSE.
- 8. THE CONTRACTOR SHALL EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE SITE OF THE WORK AND INFORM HIMSELF/HERSELF FULLY WITH THE WORK INVOLVED, GENERAL AND LOCAL CONDITIONS, ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND ALL OTHER PERTINENT ITEMS WHICH MAY AFFECT THE COST AND TIME OF COMPLETION OF THIS PROJECT BEFORE SUBMITTING A BID.
- 9. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CODE REQUIREMENTS.
- 10. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE ENGINEER TO ANY MATERIAL OR EQUIPMENT HE DEEMS INADEQUATE AND TO ANY ITEM OF WORK OMITTED.
- 11. THE PAY ITEMS SHALL BE AS NOTED IN THE SUMMARY OF QUANTITIES. ANY ITEM OF WORK THAT IS SHOWN ON THE PLANS TO BE PERFORMED BY THE CONTRACTOR, FOR WHICH THERE IS NO PAY ITEM, SHALL BE CONSIDERED INCIDENTAL TO THE COST OF
- 12. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, INLETS, MANHOLES, HYDRANTS, BUFFALO BOXES, VALVES, ETC. NO ADDITIONAL COMPENSATION SHALL BE PAID AND SAID ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS OF CONSTRUCTION.
- 13. THE CONTRACTOR SHALL RESTORE ANY AREA DISTURBED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL USE. THIS SHALL INCLUDE FINISH GRADING, ESTABLISHMENT OF A VEGETATIVE COVER (SEEDING OR SOD), GENERAL CLEANUP AND
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- 15. THE ENGINEER WILL BE GIVEN FORTY-EIGHT (48) HOURS NOTICE FOR ANY STAKING THAT IS TO BE DONE. EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAKED ONCE. ADDITIONAL STAKING REQUIRED DUE TO THE NEGLIGENCE OF THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR AT THE CURRENT HOURLY RATE.
- 16. THE CONTRACTOR SHALL INFORM THE CITY ENGINEER BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION, I.E. WATER MAIN AND SANITARY SEWER. A TWENTY-FOUR (24) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION SUCH AS WATER MAINS OR SANITARY SEWERS.
- 17. ALL LOT IRONS DAMAGED OR REMOVED DURING CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED BY THE ENGINEER AND SAID COST OF REPLACEMENT SHALL BE PAID BY THE CONTRACTOR.
- 18. BEFORE ACCEPTANCE BY THE CITY AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE CITY ENGINEER. FINAL PAYMENT SHALL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
- 19. THE CONTRACTOR WILL HAVE IN HIS POSSESSION ON THE JOB SITE A COPY OF THE PLANS AND SPECIFICATIONS DURING CONSTRUCTION.
- 20. IF ANY APPROVED EQUAL ITEMS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR APPROVAL
- 21. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED BY THE CONTRACTOR DURING THE INSTALLATION OF THE IMPROVEMENTS SHALL BE RETURNED TO ORIGINAL CONDITION. THE ENGINEER SHALL BE NOTIFIED OF THE FIELD TILE TO WITNESS THE REPAIR AND DOCUMENT ITS LOCATION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT
- 22. ALL ROAD SIGNS, STREET SIGNS AND TRAFFIC SIGNS WHICH NEED TO BE RELOCATED OR MOVED DUE TO CONSTRUCTION SHALL BE TAKEN DOWN AND STORED BY THE CONTRACTOR AT HIS OWN EXPENSE, EXCEPT THOSE WHICH ARE NECESSARY FOR PROPER TRAFFIC CONTROL WHICH SHALL BE TEMPORARILY RESET UNTIL COMPLETION OF CONSTRUCTION OPERATIONS. AFTER COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESET, AT HIS EXPENSE, ALL SAID SIGNS.
- 23. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATION, UNSUITABLE AND UNUSABLE MATERIALS OFFSITE AND AT AN APPROVED LOCATION IN A MANNER THAT PUBLIC OR PRIVATE PROPERTY WILL NOT BE DAMAGED OR ENDANGERED. THIS WORK IS CONSIDERED AS INCIDENTAL TO THE COST OF THE PROJECT.
- 24. NO EXCAVATIONS WILL BE PERMITTED TO REMAIN OPEN OVER ANY WEEKEND.
- 25. "BAND-SEAL" OR SIMILAR COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS.
- 26. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY REQUIRED INSPECTIONS WITH THE CITY OF YORKVILLE.
- 27. SPECIAL ATTENTION IS DRAWN TO THE FACT THAT ARTICLE 105.06 OF THE STANDARD SPECIFICATIONS REQUIRES THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES, IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS. SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT, SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK AS PROVIDED IN ARTICLE 108.07.
- 28. THE ENGINEER AND CITY ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND
- 29. IF GROUNDWATER IS ENCOUNTERED, THE DEWATERING SHALL BE CONSIDERED INCIDENTAL WHEN NECESSARY. PRIOR TO COMMENCING ANY DEWATERING, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL A DEWATERING PLAN INDICATING WELL POINT LOCATIONS, PUMP SIZES AND CAPACITIES AND ALL DISCHARGE POINTS.
- 30. THE MAXIMUM CROSS SLOPE OF THE BIKE PATH SHALL BE 2%.
- 31. THE STOCKPILE LIMITS ARE APPROXIMATE AND WILL NEED TO BE VERIFIED IN THE FIELD.

### LEGEND

EXISTING	DESCRIPTION	PROPOSED
>	SANITARY SEWER	<b></b>
	SANITARY SEWER FORCEMAIN	<del></del>
	STORM SEWER	<del></del>
——— W ———	WATER MAIN	w
-0	WATER SERVICE & B-BOX	<del></del>
	SEWER SERVICE	200
— — — 896 — — — — — x — — —	CONTOUR FENCE	896
т	TELEPHONE CABLE	т_
OU	OVERHEAD UTILITY	ou
тт	UNDERGROUND TELEPHONE	т
'	SILT FENCE	SF
<b></b>	MANHOLE	<u> </u>
0	CATCH BASIN	
	INLET	
$\triangleright$	FLARED END SECTION	_
	STORM SEWER CLEANOUT	
		<b>●</b> co
<b>(W)</b>	WELL	<b>(</b>
Q	FIRE HYDRANT	
	VALVE VAULT	$\bigcirc$
$\otimes$	VALVE BOX	$\Theta$
- <b>¢</b> -	LIGHT POLE	+
M	MAILBOX	
TEL	TELEPHONE PEDESTAL	
<u></u>	LIGHT POLE	
	SOIL BORING	
•	SUIL BURING	,DMr.
X"ø	DECIDUOUS TREE	
<del>,                                    </del>	CONIFEROUS TREE	**
<b>©</b>	BUSH	
uuuu	TREE LINE	
+ XXX.X	SPOT GRADE	_ xxx.x_
	TRENCH BACKFILL	
<del></del>	SIGNS	
IPo	FOUND IRON PIPE	
(	GUY ANCHOR	
Φ	UTILITY POLE	
Ψ □	UTILITY PEDESTAL	
	BITUMINOUS PAVEMENT	
[ <u>#1]</u>	CONCRETE	
	GRAVEL	
	ITEM DESIGNATED FOR REMOVAL	X
	TREE PROTECTION REQUIRED	( <u>)</u>
	HYDRANT NUMBER	$\stackrel{\swarrow}{\sim}$
	VALVE NUMBER	$\langle x \rangle$

### **SUMMARY OF QUANTITIES**

#### BASE BID

ITEM NO.	ITEM	UNIT	QUANTITY
1	PERIMETER EROSION BARRIER	LF	3,000
2	INLET FILTERS	EACH	8
3	TREE ROOT PRUNING	EACH	20
4	EARTH EXCAVATION	CY	600
5	TOPSOIL EXCAVATION AND STOCKPILE	CY	5,365
6	TOPSOIL PLACEMENT, SKATE PARK	CY	150
7	FOUNDATION MATERIAL	CY	20
8	UNSUITABLE MATERIAL, REMOVAL AND REPLACEMENT	CY	430
9	STORM SEWER, 12" RCP	LF	171
10	PRECAST REINFORCED CONCRETE FES W/ GRATE, 12"	EACH	8
11	STONE RIPRAP, RR3	SY	36
12	SKATE PARK	LS	1
13	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10,000
	ALTERNATES		

ı	ALTERNATES					
	Α	RESTORATION	SY	5,000		
	В	SLED HILL RESTORATION	SY	2,700		

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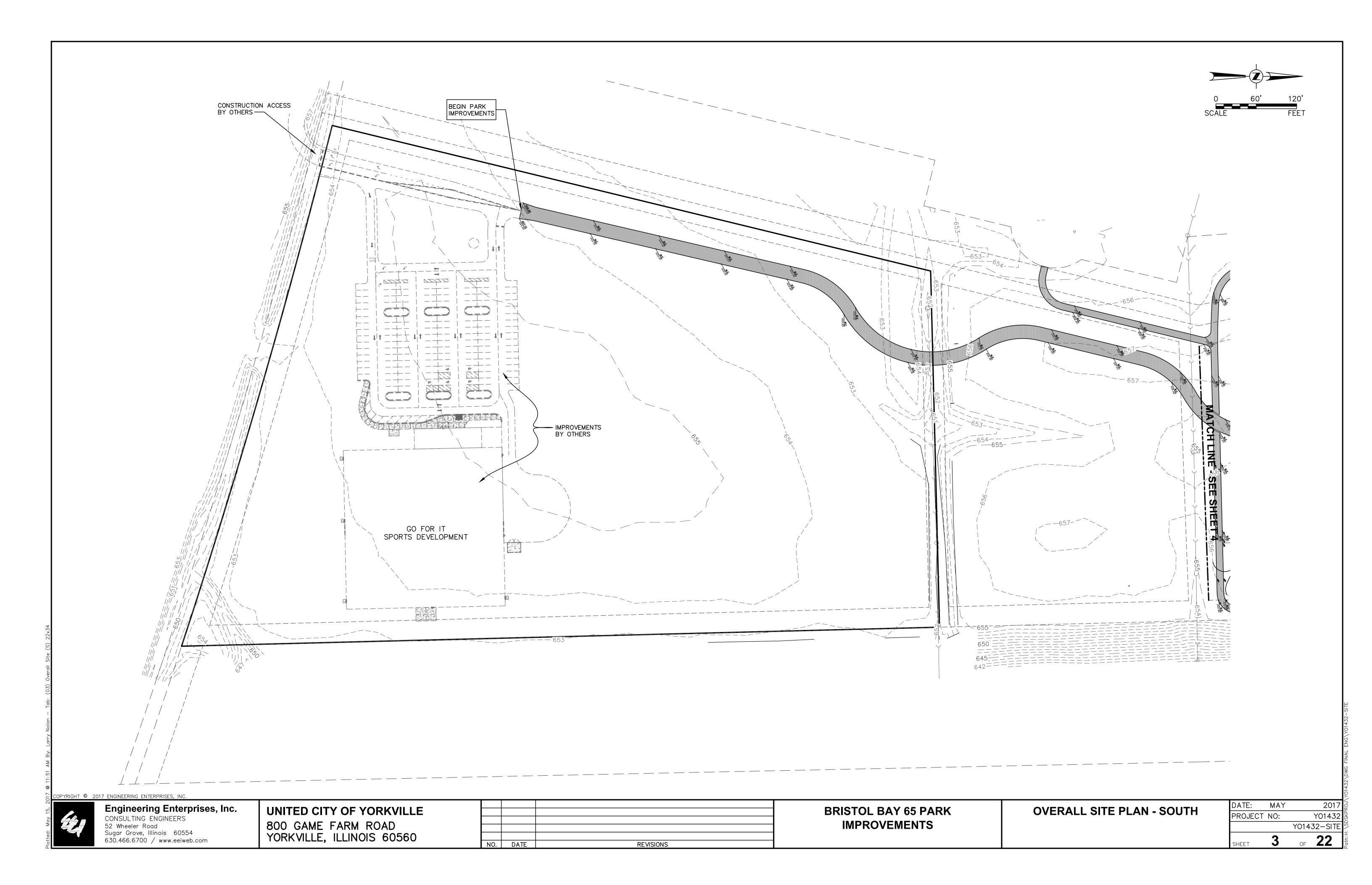
UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

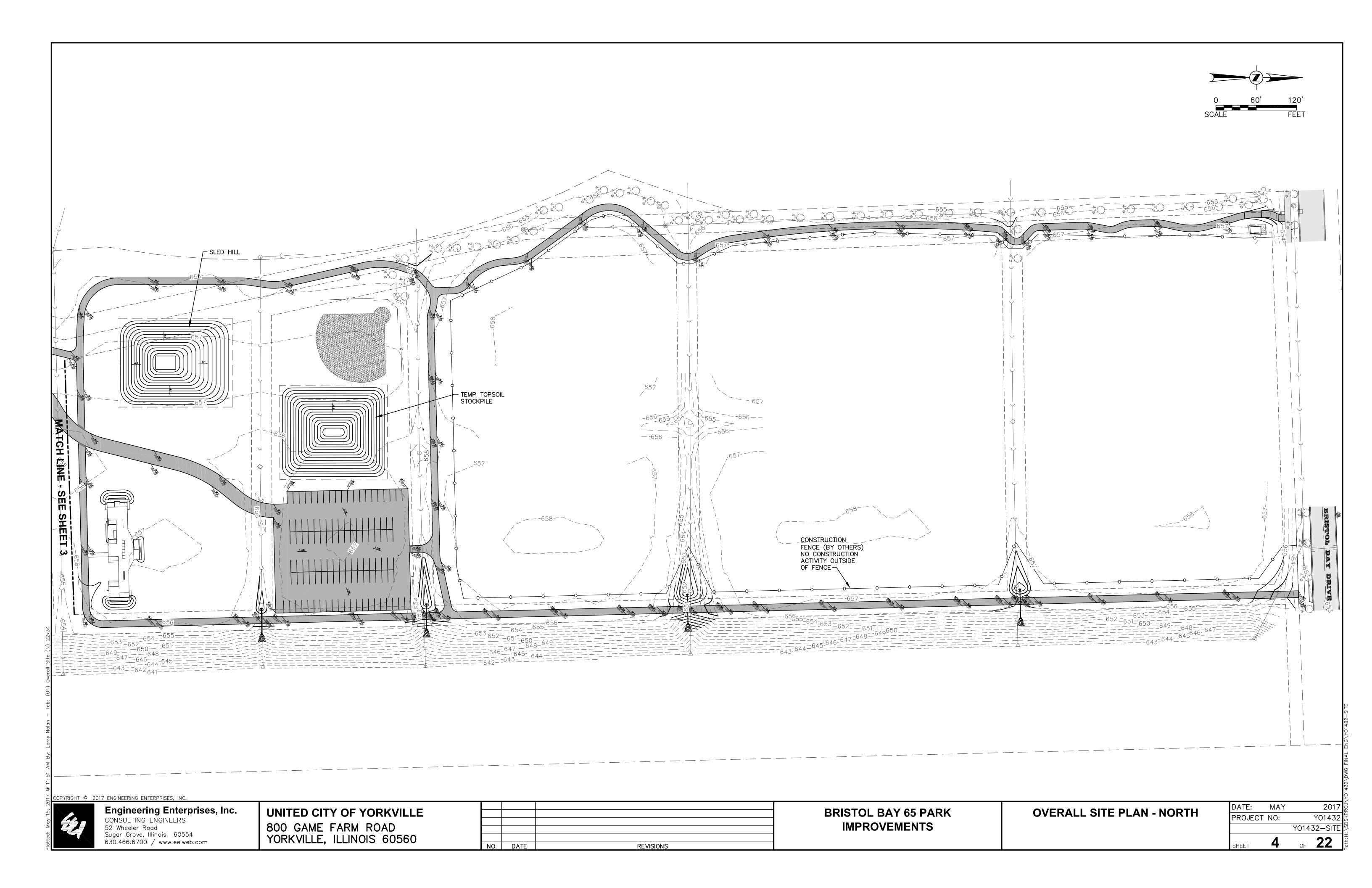
NO.	DATE	REVISIONS

**BRISTOL BAY 65 PARK IMPROVEMENTS** 

CONSTRUCTION SPECIFICATIONS, LEGEND, AND SUMMARY **OF QUANTITIES** 

				17
DATE:	MA`	Y	20	17/
PROJECT	NO:		Y0143	32
		Y01432	-COVE	₽Ř
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#### **DESIGN CRITERIA**

- 1. THESE GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON CONSTRUCTION DRAWINGS.
- 2. COMPLY WITH CURRENT LOCAL BUILDING CODE EXCEPT AS NOTED HEREIN.
- 3. TESTING SERVICES: OWNER TO BEAR ALL ASSOCIATED COSTS FOR TESTING SERVICES. COORDINATE THE FOLLOWING TESTING WITH THE OWNER SELECTED TESTING AGENCY (IF REQUIRED BY THE PROJECT SPECIFICATIONS):
- A. MATERIAL EVALUATIONS TESTS FOR CONCRETE MIX, AGGREGATE BASE, SUBGRADE, AND STRUCTURAL FILL.
- B. INSPECTION OF STRUCTURAL FILL PLACEMENT AND COMPACTION.
- C. INSPECTION OF FINAL SUBGRADE.
- D. BASE MATERIAL COMPACTION TEST FOR EVERY 2500 S.F. OF CONCRETE FLATWORK IN SKATEPARK AREA TO ENSURE 95% COMPACTION IN ACCORDANCE WITH CIVIL ENGINEERING SPECIFICATIONS AND TESTING AGENCY RECOMMENDATIONS.

#### SHOP DRAWINGS

- 1. THE SHOP DRAWING REVIEW IS INTENDED TO HELP THE SKATEPARK DESIGNER VERIFY THEIR DESIGN CONCEPT. THIS REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH DESIGN DRAWINGS & SPECIFICATIONS, WHICH HAVE A PRIORITY OVER SHOP DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMED & CORRELATED DIMENSIONS, FABRICATION PROCESSES, MEANS, METHODS, TECHNIQUES, SAFETY, AND COORDINATION OF THE WORK WITH OTHER TRADES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE ACCURACY OF HIS OWN SHOP DRAWINGS AND THOSE OF HIS SUBCONTRACTORS, PRIOR TO SUBMITTAL.
- 2. THE SHOP DRAWINGS WILL BE RETURNED FOR RESUBMITTAL IF A CURSORY REVIEW SHOWS MAJOR ERRORS WHICH SHOULD HAVE BEEN FOUND BY THE CONTRACTOR'S CHECKING. ALL SHOP DRAWINGS SHALL INCLUDE PLAN LAYOUTS SHOWING LOCATIONS OF ITEMS DETAILED ON THE SHOP DRAWINGS. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE CLOUDED ON SHOP DRAWINGS. ANY OF THE CHANGES WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED REVIEWED AFTER SKATEPARK DESIGNER'S REVIEW UNLESS NOTED ACCORDINGLY.
- ANY RESUBMITTAL OF A DETAIL SHEET WITH CHANGED INFORMATION SHALL BE ACCOMPANIED BY LOCATION PLAN IDENTIFYING THE MEMBERS INVOLVED, AND CLOUDING AROUND CHANGED INFORMATION.
- 4. ANY ENGINEERING SUBMITTED FOR REVIEW SHALL BE APPROPRIATELY SEALED. FULL RESPONSIBILITY OF SUCH ENGINEERING RESTS WITH THE PERSON SEALING THE

### **EARTHWORK**

- 1. ESTABLISH AND MAINTAIN REQUIRED LINES AND GRADE ELEVATIONS.
- 2. REMOVE UPPER FOUR TO SIX INCHES OR MORE OF TOPSOILS CONTAINING SURFICIAL VEGETATION, GRASS, ROOTS, AND ORGANIC MATERIAL FROM WITHIN AND TO A POINT AT LEAST FIVE FEET BEYOND THE BUILDING LINES/SKATEPARK LIMITS. THESE SOILS ARE GENERALLY NOT CONSIDERED SUITABLE FOR RE-USE AS STRUCTURAL FILL AND SHOULD BE STOCKPILED IN DESIGNATED AREAS BEYOND THE CONSTRUCTION LIMITS, OR REMOVED FROM THE SITE. COORDINATE STOCKPILE LOCATION WITH OWNER. IF REMOVED FROM SITE, DISPOSE OF IN A LEGAL MANNER.
- PROOF-ROLL EXPOSED SUBGRADES WITH CONSTRUCTION EQUIPMENT TO ASSIST IN THE EVALUATION OF THE SUBGRADES ACROSS THE SITE. IF UNSTABLE AREAS ARE DETECTED, AN INITIAL ATTEMPT SHOULD BE MADE TO AERATE (12 INCHES MIN.) AND DENSIFY THE SUBGRADE BY RECOMPACTION WHERE NATURAL MOISTURE CONTENTS ARE AT APPROPRIATE LEVELS. IF THIS PROCEEDURE IS INEFFECTIVE, THE DISTURBED SOILS SHOULD BE UNDERCUT AND REPLACED WITH CLEAN FILL AND/OR STABILIZING MATERIALS. COMPACT TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD. FILL AND CONSOLIDATE DEPRESSED AREAS. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO PROCEEDING WITH FILL PLACEMENT.
- SOIL COMPACTION SHALL BE ACHIEVED BY MEANS OF PNEUMATIC TIRE ROLLERS, HOE PACKS, RIDE-ON DRUM ROLLER OR OTHER MECHANICAL TAMPERS (PLATE, RAMMER, OR WALK BEHIND ROLLER).

- 5. PROVIDE STRUCTURAL FILL AS REQUIRED TO MEET PROPOSED SUBGRADE ELEVATIONS IN ACCORDANCE WITH GRADING PLAN. CIVIL ENGINEERING SPECIFICATIONS AND TESTING AGENCY RECOMMENDATIONS.
- 6. BRING UP FILL USING STOCKPILED MATERIAL AND/OR APPROVED MATERIAL WITH LOW PLASTICITY. THE FILL SHOULD BE PLACED IN LIFTS THIN ENOUGH TO ATTAIN THE SPECIFIED COMPACTION LEVEL THROUGHOUT THE ENTIRE LIFT THICKNESS. PRIOR TO COMPACTION, MOISTURE CONDITION AS NEEDED. COMPACT EACH LIFT TO AT LEAST 95 PERCENT OF ASTM D698.
- 7. THE EARTHWORK SHALL BE DONE UNDER SUPERVISION OF A SOILS ENGINEER RETAINED BY THE OWNER (IF REQUIRED BY THE PROJECT), WHO SHALL VERIFY ABOVE SPECIFICATIONS FOR THE SUPPORT OF SLAB ON GRADE AND FOR THE CONTROL OF SOIL SWELLING. FIELD DENSITY TESTS TO DETERMINE THE LEVEL OF COMPACTION BEING ACHIEVED IN THE FILL SHALL BE PERFORMED ON EACH LIFT AT THE BEGINNING OF FILL PLACEMENT AND AT A FREQUENCY MUTUALLY AGREED UPON BY THE PROJECT TEAM FOR THE REMAINDER OF THE PROJECT.
- 8. THE EXCAVATION CONTRACTOR SHALL REMOVE ALL SWELLABLE SOIL AS DIRECTED BY THE SOILS ENGINEER.
- 9. EXCAVATION AND COMPACTION OF FILL SHALL EXTEND TO 5 FEET BEYOND SKATE PARK FOOTPRINT.
- 10. ANY PORTION OF THE BACKFILL OPERATION THAT DOES NOT MEET THE MINIMUM COMPACTION REQUIREMENTS OF THIS SECTION SHALL BE REMOVED, RECOMPACTED, AND RE-TESTED AT THE COST OF THE CONTRACTOR UNTIL PASSING TESTS ARE OBTAINED.
- 11. PROCEED WITH SUB-BASE IF REQUIRED ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED AND SUBGRADE HAS BEEN INSPECTED. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO BASE COURSE PLACEMENT.
- 12. PROVIDE THE SPECIFIED DEPTH OF COMPACTED AGGREGATE BASE MATERIAL IF REQUIRED. COMPACT AGGREGATE BASE TO 95% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD IF REQUIRED.
- 13. PROCEED WITH CONCRETE ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED, SUBGRADE HAS BEEN INSPECTED, AND FORMWORK AND FIELD MOCK-UPS HAVE BEEN REVIEWED.
- 14. A SOILS REPORT MAY NOT EXIST FOR THIS PROJECT. OWNER SHALL RETAIN A SOILS ENGINEER IF SO REQUIRED BY THE PROJECT, TO VERIFY EXCAVATIONS FOR ASSUMED ALLOWABLE SOIL BEARING, LOW SETTLEMENT AND SWELL POTENTIAL, AND TO MAKE ANY ADDITIONAL RECOMMENDATIONS.

### **FORMS**

- 1. FORM MATERIALS: PLYWOOD, METAL, METAL-FRAMED PLYWOOD, OR OTHER APPROVED PANEL-TYPE MATERIALS FREE FROM DEFECTS AND DISTORTION, AND TO PROVIDE FULL-DEPTH, CONTINUOUS, STRAIGHT, SMOOTH EXPOSED SURFACES.
- 2. USE FLEXIBLE OR CURVED FORMS AS REQUIRED TO PROVIDE VERTICAL AND HORIZONTAL RADII AS INDICATED IN THE DRAWINGS.
- 3. PROVIDE 2" NOMINAL THICKNESS, SURFACED PLANK WOOD FORMS FOR STRAIGHT SECTIONS. USE FLEXIBLE METAL. 1" LUMBER. OR PLYWOOD FORMS FOR RADIUS BENDS. DO NOT OVERLAP FORMS, CREATING AN OFFSET FINISHED EDGE.
- 4. FORM-RELEASE AGENT: COMMERCIALLY FORMULATED FORM-RELEASE AGENT THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES AND WILL NOT IMPAIR SUBSEQUENT TREATMENTS OF CONCRETE SURFACES.
- 5. EDGE FORMS AND SCREED CONSTRUCTION
- A. SET, BRACE, AND SECURE EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED GUIDES FOR PAVEMENT TO REQUIRED LINES, GRADES, AND ELEVATIONS. INSTALL FORMS TO ALLOW CONTINUOUS PROGRESS OF WORK.
- CLEAN FORMS AFTER EACH USE AND COAT WITH FORM RELEASE AGENT TO ENSURE SEPARATION FROM CONCRETE WITHOUT DAMAGE.

### REINFORCING

- 1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60. FOR REINFORCING THAT IS TO BE WELDED, CONFORM TO ASTM A706 GRADE 60. USE ASTM A-108 GRADE 60 FOR ALL WELDED ANCHORS.
- 2. JOINT DOWEL BARS: PLAIN STEEL DOWELS, ASTM A 615/A 615M, GRADE 60. CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.
- 3. SLIP DOWEL SLEEVES ARE ACCEPTABLE, SUCH AS SPEED

DOWELS BY GREENSTREAK, INC., OR APPROVED EQUAL.

- 4. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCEMENTS BARS, AND DOWELS IN PLACE. MANUFACTURE BAR SUPPORTS ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" FROM STEEL WIRE. PLASTIC, OR PRECAST CONCRETE OR FIBER-REINFORCED CONCRETE OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE.
- 5. ALL REINFORCING BARS TO BE DEFORMED. CLEAR CONCRETE COVERAGES TO ANY REINFORCING INCLUDING TIES ARE AS FOLLOWS:
- A. 2" FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.
- B. 1" SLABS AND JOISTS NOT EXPOSED TO WEATHER.
- C. 1-1/2" ALL OTHER.
- 6. SMALLER CLEARANCES PERMISSIBLE FOR PRECAST OR
- 7. TENSION LAP SPLICES IN CONCRETE: UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING:
- A. #3, 22"; #4, 29"; #5, 36". MULTIPLY BY 1.3 FOR TOP BARS.
- 8. MINIMUM CLEAR COVER FOR SPLICED REINFORCING IS GREATER THAN ONE BAR DIAMETER, AND MINIMUM CLEAR SPACING IS GREATER THAN TWO BAR DIAMETERS. SPLICE BOTTOM BAR OVER SUPPORTS AND TOP BAR AT MIDSPAN ONLY. WHERE BARS ARE SHOWN SPLICED, THEY MAY RUN CONTINUOUS AT CONTRACTOR'S OPTION.

#### CONCRETE

- 1. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:
- A. MINIMUM 28-DAY STRENGTH: 4000 PSI
- B. TYPE I/II CEMENT
- C. SMALL TO MEDIUM AGGREGATE (1" MAX.)
- D. WATER/CEMENT RATIO OF .45 OR LESS
- E. MIX DESIGNS CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.
- F. AIR ENTRAINMENT NOT TO EXCEED 3%.
- 2. DO NOT INSTALL CONCRETE WORK OVER SATURATED. MUDDY, OR FROZEN SUBGRADE.
- PROTECT ADJACENT WORK AND PROVIDE TEMPORARY BARRICADES AS REQUIRED FOR PROTECTION OF PROJECT WORK AND PUBLIC SAFETY.
- MECHANICALLY VIBRATE ALL CONCRETE FLATWORK WHEN PLACED. EXCEPT THAT SLABS ON GRADE AND SLABS ON DECK NEED TO BE VIBRATED ONLY AROUND EMBEDDED
- 5. CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED PER THE ACI CODE, WHEN REQUIRED BY THE PROJECT. FREQUENCY= 1 SET OF CYLINDERS PER 50 CY'S PLACED. OWNER TO BEAR ALL COSTS.
- 6. ALL REINFORCING, INCLUDING DOWELS AND ANCHOR BOLTS, SHALL BE SECURELY TIED IN LOCATION BEFORE PLACING CONCRETE OR GROUT. DOWELS WILL NOT BE ALLOWED TO BE "STABBED" IN.
- 7. IN AN EFFORT TO CONTROL SHRINKAGE AND QUALITY, FLATWORK/FLOORS SHOULD BE PLACED IN SECTIONS OF 25 CY'S OR LESS.
- 8. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 6.3.

### **CONCRETE PLACEMENT**

- CONSOLIDATE CONCRETE BY MECHANICAL VIBRATING EQUIPMENT SUPPLEMENTED BY HAND-SPADING, RODDING OR TAMPING. USE EQUIPMENT AND PROCEDURES TO CONSOLIDATE CONCRETE ACCORDING TO RECOMMENDATIONS IN ACI 309R.
- A. CONSOLIDATE CONCRETE ALONG FACE OF FORMS AND

ADJACENT TO TRANSVERSE JOINTS WITH AN INTERNAL VIBRATOR. KEEP VIBRATOR AWAY FROM JOINT ASSEMBLIES, REINFORCEMENT, OR SIDE FORMS. USE ONLY SQUARE-FACED SHOVELS FOR HAND-SPREADING AND CONSOLIDATION. CONSOLIDATE WITH CARE TO PREVENT DISLOCATING REINFORCEMENT, DOWELS, AND JOINT DEVICES.

- 2. COLD WEATHER PLACEMENT: COMPLY WITH ACI 306.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.
- A. WHEN AIR TEMPERATURE HAS FALLEN TO OR IS EXPECTED TO FALL BELOW 40 DEG F, UNIFORMLY HEAT WATER AND AGGREGATES BEFORE MIXING TO OBTAIN A CONCRETE MIXTURE TEMPERATURE OF NOT LESS THAN 50 DEG F AT POINT OF PLACEMENT.
- B. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW.
- C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS, UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIX DESIGNS.
- 3. HOT-WEATHER PLACEMENT: PLACE CONCRETE ACCORDING TO RECOMMENDATION IN ACI 305R AND AS FOLLOWS WHEN HOT-WEATHER CONDITIONS EXIST:
- A. COOL INGREDIENTS BEFORE MIXING TO MAINTAIN CONCRETE TEMPERATURE AT TIME OF PLACEMENT BELOW 100 DEG FAHRENHEIT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE. PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER. USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTORS OPTION.
- B. FOG-SPRAY FORMS, REINFORCEMENT STEEL, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE MOISTURE UNIFORM WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.
- 4. FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE POURS ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE. a. ALL EDGE TOOLING SHOULD BE 1/8 INCH RADIUS UNLESS
- OTHERWISE SPECIFIED. 5. COLOR: ALL CONCRETE SURFACES ARE TO BE NATURAL
- GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE. WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

### **CONCRETE PROTECTION AND CURING**

- GENERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FOR HOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.
- 2. EVAPORATION RETARDANT: WATERBORNE MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURING FINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.
- 3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.
- 4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:
- A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A

UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

- B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE **FOLLOWING MATERIALS:** 
  - WATER.
  - CONTINUOUS WATER-FOG SPRAY. ABSORPTIVE COVER, WATER SATURATED, AND
  - KEPT CONTINUOUSLY WET, COVER CONCRETE SURFACES AND EDGES. OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.
- C. MOISTURE-RETAINING-COVER CURING: COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE, PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

#### **CURING MATERIALS**

- ABSORPTIVE COVER: AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 90Z./SQ. YD. DRY.
- MOISTURE-RETAINING COVER: ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).
- 3. WATER: POTABLE.
- 4. CURING COMPOUND: ASTM C-309, CLEAR, ODORLESS, WATER-BASED, NO VOLATILE ORGANIC COMPOUND EMITTING, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: ATLAS QUANTUM-CURE, OR APPROVED EQUAL.

#### JOINT MATERIALS

- 1 EXPANSION AND ISOLATION JOINT FILLER STRIPS: EXPANSION JOINT MATERIALS SHALL BE FLEXIBLE POLYETHYLENE CLOSED CELL FOAM OR SIMILAR AND SUPPLIED BY CONCRETE CONTRACTOR. DECK-O-FOAM OR EQUIVALENT.
- 2 EXPANSION JOINT SEALANT: SIKAFLEX 1A NS TG POLYURETHANE ELASTOMERIC SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE).
- 3 SAW CUT JOINT SEALANT: SIKAFLEX-1C SL HIGH PERFORMANCE, SELF-LEVELING, 1-PART POLYURETHANE SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE)

### JOINTS

- 1. GENERAL: CONSTRUCT CONSTRUCTION, ISOLATION, AND CONTRACTION JOINTS AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.
- 2. EXPANSION JOINTS: FORM EXPANSION JOINTS OF SPECIFIED JOINT-FILLER STRIPS WHERE INDICATED
- DRAWINGS. B. EXTEND JOINT FILLERS FULL WIDTH AND DEPTH OF

A. LOCATE EXPANSION JOINTS AS INDICATED ON

- 3. INSTALL DOWEL BARS AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT-COAT ONE-HALF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.
- 4. CONTROL JOINTS: FORM WEAKENED-PLANE JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCT CONTROL JOINTS FOR A DEPTH AS INDICATED IN THE DRAWINGS (GENERALLY 1/3 OF THE PAVEMENT THICKNESS), AS FOLLOWS:
  - A. SAWED JOINTS: FORM CONTROL JOINTS WITH POWER SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND-RIMMED BLADES. CUT 1/8 INCH WIDE JOINTS

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INTO CONCRETE WHEN CUTTING ACTION WILL NOT TEAR, ABRADE, OR OTHERWISE DAMAGE SURFACE AN BEFORE DEVELOPING RANDOM CONTRACTION CRACKS. EARLY SAW CUTS ARE APPROXIMATELY 1 INCH DEEP, REGARDLESS OF PAVEMENT THICKNESS. REFER TO CONTROL JOINT GUIDE DRAWING OF PLAN SET IF APPLICABLE.

- B. IF SKATEPARK PROJECT DESIGN UTILIZES POURED STEPS, CONTROL JOINTS MUST BE CUT 3 - 4 FEET FROM THE EDGE OF THE TOP STEP.
- 5. POST CURE DETAIL WORK (AS NEEDED): GRIND SMOOTH ANY INCONSISTENCIES IN THE FINISH OR HIGH SPOTS BETWEEN POURS.

#### **METALS**

- 1. FURNISH MATERIALS AND PERFORM LABOR REQUIRED TO EXECUTE THIS WORK AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS NECESSARY TO COMPLETE THE CONTRACT, INCLUDING, BUT NOT LIMITED TO BOWL STEEL COPING, LEDGE STEEL EDGING, HANDRAILS, AND GRIND
- USING SKILLED WORKERS, FORM AND FABRICATE ITEMS OF WORK AS INDICATED AND AS REQUIRED TO MEET INSTALLATION CONDITIONS. MAKE PROVISIONS TO CONNECT WITH OR RECEIVE THE WORK OF OTHER TRADES.
- 3. USE MATERIALS OF SIZE AND THICKNESS SHOWN OR, IF NOT SHOWN, OF REQUIRED SIZE AND THICKNESS TO PRODUCE STRENGTH AND DURABILITY IN THE FINISHED PRODUCT.
- 4. UNLESS OTHERWISE INDICATED, WELD OR BOLT CONNECTIONS BETWEEN MEMBERS. WHERE POSSIBLE CONCEAL CONNECTIONS ON THE FINISHED WORK. FIT OR MITER EXPOSED JOINTS TO HAIRLINE TOLERANCE OR USE WELDED JOINTS. ON FINISHED SURFACES, GRIND ALL WELDS SMOOTH AND FLUSH WITH BASE METAL.
- 5. WELD CONNECTIONS WHICH ARE NOT TO BE LEFT AS EXPOSED JOINTS, BUT CANNOT BE SHOP WELDED BECAUSE OF SHIPPING SIZE LIMITATIONS.
- 6. CAP ALL EXPOSED TUBE OR PIPE ENDS. USE SIZE AND THICKNESS OF MATERIAL SHOWN. PROPERLY FIT AND WELD CAP AT JOINT, GRIND WELD SMOOTH AND FLUSH WITH BASE
- 7. BEND PIPE OR TUBING WITHOUT COLLAPSING OR DEFORMING THE WALLS, SO AS TO PRODUCE A SMOOTH UNIFORM CURVED SECTION AND MAINTAIN UNIFORM SECTIONAL SHAPE.
- 8. WHERE ITEMS ARE TO BE IMBEDDED IN CONCRETE OR MASONRY, PROVIDE WELDED-ON ANCHORS OR LUGS AS INDICATED OR REQUIRED.
- 9. PROVIDE TEMPORARY BRACING OR ANCHORS IN FORMWORK FOR ITEMS WHICH ARE TO BE BUILT INTO CONCRETE OR SIMILAR CONSTRUCTION.
- 10. FASTENING TO IN-PLACE CONSTRUCTION: PROVIDE ANCHORING DEVICES AND FASTENERS WHERE NECESSARY FOR SECURING MISCELLANEOUS METAL FABRICATIONS TO IN-PLACE CONSTRUCTION INCLUDING THREADED FASTENERS FOR CONCRETE INSERTS, OR OTHER CONNECTORS AS REQUIRED.
- 11. GALVANIZING REPAIR--USE A HIGH ZINC DUST CONTENT PAINT FOR RE-GALVANIZING WELDS IN GALVANIZED STEEL. HOT GALVANIZED SOLDER IS ALSO ACCEPTABLE. USE RUST-OLEUM COLD GALVANIZING COMPOUND SPRAY, OR SIMILAR.
- 12. ALL WELDING SHALL CONFORM TO REQUIREMENTS OF AWS STANDARDS. ALL WELDING SHALL BE SHIELDED METAL ARC WELDING. WELDS IN FINISH WORK SHALL BE FILLED OUT FLUSH, GROUND AND DISTRESSED.
- 13. ASTM A-36 FOR C, MC, ANGLES, AND PLATES.
- 14. ASTM A-53 GRADE B OR A-500 GRADE B OR A-501 GRADE B FOR STEEL PIPES.
- 15. ASTM A-123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS
- 16. ASTM A-780 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.



SPOHNRANCH SKATEPARKS

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NO. DATE REVISIONS

**BRISTOL BAY 65 PARK IMPROVEMENTS** 

**SKATE PARK SPECIFICATIONS** 

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- 15. ASTM A-123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS
- 16. ASTM A-780 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.

#### **SUPPLEMENTARY NOTES**

- 1. THESE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE IMPROVEMENTS, WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, MEANS AND METHODS, BRACING, SHORING, FORMS, SCAFFOLDING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING CONSTRUCTION. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.
- 2. OPTIONS AND SUBSTITUTIONS (APPROVED BY OWNER/SKATEPARK DESIGNER/ARCHITECT) ARE FOR CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CHANGES AND ADDITIONAL COSTS NECESSARY AND SHALL COORDINATE ALL DETAILS WITH SKATEPARK DESIGNER THROUGH PRIME CONTRACTOR.
- 3. ANY ENGINEERING DESIGN PROVIDED BY CONTRACTOR OR OTHERS AND SUBMITTED FOR REVIEW SHALL BE WET SIGNED AND STAMPED BY AN INSURED REGISTERED STRUCTURAL OR CIVIL ENGINEER LICENSED IN THE STATE OF WHICH THE PROJECT IS LOCATED, IF REQUIRED BY CITY OR COUNTY.
- 4. UNLESS NOTED OTHERWISE, DETAILS ON CONSTRUCTION DRAWINGS ARE TYPICAL AS INDICATED BY CUTS, REFERENCES, OR TITLES. ALL DETAILS SHOWN SHALL BE IMPORTED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY INDICATED OR NOT. TYPICAL DETAILS MAY OR MAY NOT BE REFERENCED ON THE DOCUMENTS, BUT SHALL APPLY AT ALL LOCATIONS, UNLESS NOTED OTHERWISE. WHERE NO DETAIL CUTS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK SHOWN ELSEWHERE ON THE PROJECT. FOR BIDDING PURPOSES, WHERE ANY SHOWN MEMBER OR STRUCTURAL ELEMENT IS NOT SIZED ON THE DOCUMENTS, THE LARGEST SIMILAR MEMBER USED IN THE PROJECT SHALL BE UTILIZED.
- 5. ALL DIMENSIONS AND ELEVATIONS SHOWN ON CONSTRUCTION DRAWINGS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS (IF REQUIRED BY THE PROJECT). RESOLVE ALL DISCREPANCIES WITH SKATEPARK DESIGNER AND PRIME CONTRACTOR PRIOR TO START OF CONSTRUCTION. DO NOT SCALE DRAWINGS.
- 6. CONTRACTOR SHALL ESTABLISH AND VERIFY IN FIELD ALL EXISTING CONDITIONS AFFECTING NEW CONSTRUCTION. CONTACT SKATEPARK DESIGNER AND PRIME CONTRACTOR IMMEDIATELY IF EXISTING CONDITIONS ARE NOT AS DEPICTED IN DRAWINGS.

### **PAVEMENT TOLERANCES**

1. CONTRACTOR MUST ACHIEVE POSITIVE DRAINAGE FOR ALL SURFACES WITHIN THE SKATEPARK AREA WHENEVER POSSIBLE.

### REPAIRS AND PROTECTION

- 1. REMOVE AND REPLACE CONCRETE PAVEMENT THAT IS BROKEN, DAMAGED, OR DEFECTIVE, OR DOES NOT MEET REQUIREMENTS IN THIS SECTION. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/32" UP TO THE PROJECT COMPLETION.
- 2. PROTECT CONCRETE FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT, WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS AS THEY OCCUR.
- 3. MAINTAIN CONCRETE PAVEMENT OF FREE STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL.

### PRE-CAST CONCRETE SKATEPARK COMPONENTS

PRE-CAST ELEMENTS TO BE SPOHNCRETE. PROVIDED BY SPOHN RANCH SKATEPARKS, INC. 6824 SOUTH CENTINELA AVENUE, LOS ANGELES, CALIFORNIA 90230. CONTACT: 626-330-5803

### SPECIALTY SKATE PARK CONSTRUCTION

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ALL WORK CONTAINED IN THIS SECTION IS SPECIALTY SKATE PARK CONSTRUCTION. MANUFACTURERS AND INSTALLERS MUST MEET THE MINIMUM EXPERIENCE REQUIREMENTS CONTAINED IN THE QUALITY ASSURANCE SECTION.

#### GENERAL CONDITIONS

REQUIREMENTS OF THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE GENERAL, SPECIAL, AND TECHNICAL PROVISIONS, APPLY TO WORK IN THIS SECTION AS IF RESTATED COMPLETELY HEREIN.

#### SCOPE OF WORK

FURNISH MATERIALS, LABOR, TRANSPORTATION, SERVICES, AND EQUIPMENT NECESSARY TO INSTALL ALL PRE-CAST CONCRETE SKATE ELEMENTS RELATED TO THE SKATE PARK AS INDICATED ON THE DRAWINGS COMPLETE AS SHOWN AND AS SPECIFIED HEREIN.

COMPLY WITH THE APPLICABLE REFERENCE SPECIFICATIONS AS SPECIFIED IN THE GENERAL PROVISIONS AND IN ACCORDANCE WITH APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY OWNER. COMPLY WITH THE CURRENT PROVISIONS OF THE FOLLOWING CODES AND STANDARDS:

ANNUAL BOOK OF ASTM STANDARDS, ASTM C 33 - STANDARD SPECIFICATION FOR CONCRETE AGGREGATES, VOL. 04.02, AMERICAN SOCIETY FOR TESTING AND MATERIALS, CONSHOHOCKEN, PENNSYLVANIA

#### QUALITY ASSURANCE

- 1. REGULATORY REQUIREMENTS: COMPLY WITH APPLICABLE LAWS, CODES, AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER WORK.
- 2. OWNER EXPECTATION: THE SUPPLY AND INSTALL OF PRE-CAST CONCRETE SKATE ELEMENTS IS SPECIALIZED AND REQUIRES HIGHLY QUALIFIED FIRMS WITH SPECIFIC EXPERIENCE AND KNOW-HOW IN THE MANUFACTURING AND INSTALLATION OF PRE-CAST CONCRETE SKATE ELEMENTS.
- 3. PRE CAST EXPERIENCE: CONTRACTOR SHALL SUBMIT WITH THEIR BID PROOF OF PRIOR SUCCESSFUL EXPERIENCE (COMPLETED PRIME CONTRACTOR AND SUB-CONTRACTOR QUALIFICATION FORM) FOR EITHER THEMSELVES OR A SUBCONTRACTOR IN MANUFACTURING AND INSTALLING MONOLITHIC PRE-CAST CONCRETE SKATE ELEMENTS FOR SIMILAR SKATE PARKS AS SPECIFIED AS FOLLOWS:
- 4. REQUIRED INSTALLER EXPERIENCE: a. THE PRECAST CONCRETE INSTALLER TO PERFORM THE INSTALLATION WORK SHALL BE FACTORY TRAINED / CERTIFIED AND HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE
- INSTALLING PRECAST CONCRETE SKATEPARK EQUIPMENT AS SPECIFIED FOR THIS PROJECT. PRECAST CONCRETE INSTALLER MUST HAVE COMPLETED FIFTEEN (15) PUBLIC PRE-CAST CONCRETE SKATE PARK FACILITIES WITH A MINIMUM SIZE OF 7,500 SQUARE FEET (CONCRETE SURFACE ONLY) WITHIN THE PRIOR 5 YEARS FROM THE BID DUE-DATE. QUALIFYING PARKS MUST CURRENTLY BE IN GOOD OPERATING CONDITION AS DETERMINED BY THE OWNER. QUALIFYING PARKS MUST HAVE AT LEAST 90% OF THE PRECAST SKATE ELEMENTS BE MONOLITHIC, NON-APPROACH PLATE, PRE-CAST CONCRETE SKATE ELEMENTS THAT DO NOT REQUIRE SITE INSTALLED
- ENCLOSURES, METAL SUPPORT LEGS, OR HARDWARE. b. ANY INSTALLER WHO DOES NOT MEET THE MINIMUM EXPERIENCE CRITERIA AS SET FORTH ABOVE AND REFLECTED IN THE "PRIME CONTRACTOR AND SUB-CONTRACTOR QUALIFICATION FORM" WILL NOT BE CONSIDERED FOR THIS

### REQUIRED MANUFACTURER EXPERIENCE:

- a. MANUFACTURER OF ALL PRECAST CONCRETE ELEMENTS MUST MAINTAIN THE CAPACITY AND FACILITIES TO PRODUCE THE QUANTITY AND QUALITY OF GOODS SPECIFIED WITHOUT ANY DELAY TO THE PROGRESS OF THE WORK. A "QUALIFYING FACILITY" MUST HAVE BEEN IN OPERATION AND PRODUCING PRE-CAST CONCRETE SKATE ELEMENTS AT THAT SAME LOCATION FOR FIVE (5) YEARS. A "QUALIFYING FACILITY" MUST HAVE BEEN IN CONTINUOUS OPERATION PRODUCING PRE-CAST CONCRETE PRODUCTS AT THE SAME LOCATION FOR THE SAME LENGTH AS THE SPECIFIED WARRANTY PERIOD (FIFTEEN
- b. MANUFACTURER MUST PROVIDE REFERENCES FOR TWENTY (20) PRECAST CONCRETE SKATEPARKS MANUFACTURED AT THIS FACILITY IN THE LAST FIVE (5) YEARS THAT ARE A MINIMUM OF 7,500 SF (CONCRETE SURFACE ONLY, LANDSCAPING DOES NOT COUNT). QUALIFYING PARKS MUST HAVE AT LEAST 90% OF THE PRECAST SKATE ELEMENTS BE MONOLITHIC, NON-APPROACH PLATE, PRE-CAST CONCRETE SKATE ELEMENTS THAT DO NOT REQUIRE SITE INSTALLED ENCLOSURES, METAL SUPPORT LEGS, OR HARDWARE. ALL PROJECTS USED AS REFERENCES MUST CURRENTLY BE IN GOOD OPERATING CONDITION AS DETERMINED BY THE OWNER.
- c. ANY MANUFACTURER WHO DOES NOT MEET THE MINIMUM EXPERIENCE CRITERIA AS SET FORTH ABOVE AND REFLECTED IN THE "PRIME CONTRACTOR AND SUB-CONTRACTOR QUALIFICATION FORM" WILL NOT BE CONSIDERED FOR THIS PROJECT.

### DELIVERY, STORAGE, AND HANDLING

STORE MATERIALS IN PROTECTED LOCATIONS AND PROTECT FROM DAMAGE.

PRE-CAST CONCRETE SKATE PARK COMPONENTS CAN BE PLACED AFTER A 7 DAY MINIMUM CURING TIME OF THE PRE-CAST FOOTINGS.

SUITABLE SKATE PARK SITE ACCESS REQUIRED FOR DELIVERY AND PLACEMENT OF PRE-CAST CONCRETE SKATE PARK COMPONENTS. ACCESS MUST ALLOW TRACTOR-TRAILER(S) AND 60-TON CRANE (TYP.) TO PARK DIRECTLY ADJACENT TO PRE-CAST FOOTINGS, WITHOUT OBSTRUCTION, FOR DELIVERY AND PLACEMENT OF COMPONENTS.

#### SITE CONDITIONS

- 1. COORDINATE SCHEDULES OF CONCRETE PLACEMENT TO ALLOW ADEQUATE TIME FOR INSTALLATION OF OTHER RELATED WORK.
- 2. COORDINATE EARTHWORK AND SOILS REPORT REQUIREMENTS WITH PLACEMENT REQUIREMENTS.
- 3. COORDINATE WITH FORM-WORK AND FINISHES SECTIONS TO PROVIDE FINISH FLOOR LEVELNESS AND FLATNESS AS SPECIFIED HEREIN. SLOPE TO DRAINS AT GRADES AND PERCENT SLOPE SHOWN ON CONTRACT DOCUMENTS.
- 4. ENSURE THAT IRRIGATION SLEEVES, ELECTRICAL CONDUIT DRAINAGE LINES AND OTHER UTILITY ELEMENTS ARE ACCOMMODATED AND AS-BUILT LOCATED PRIOR TO PLACING

#### WARRANTY

- 1. GENERAL DESCRIPTION: IN ADDITION TO MANUFACTURER'S WARRANTIES, WARRANT WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL COMPLETION AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP.
- 2. ADDITIONAL ITEMS COVERED: WARRANTY SHALL ALSO COVER REPAIR OF DAMAGE TO OTHER MATERIALS AND WORKMANSHIP RESULTING FROM DEFECTS IN MATERIALS AND WORKMANSHIP.
- 3. EXCEPTIONS: CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR FAILURES DUE TO ORDINARY WEAR, NEGLECT BY OWNER, VANDALISM, OR OTHER CAUSES BEYOND THE CONTRACTOR'S
- 4. MANUFACTURER'S WARRANTY: BIDDER MUST SUBMIT A COPY OF THE PRE-CAST SKATE ELEMENT MANUFACTURER'S WARRANTY. AT A MINIMUM, THE WARRANTY MUST PROVIDE 15 YEARS OF WARRANTY COVERAGE.

#### PRE-CAST CONCRETE SKATE PARK EQUIPMENT (GENERAL REQUIREMENTS)

- 1. ALL NUMBERED PRECAST CONCRETE COMPONENTS IN THE BID (AS SHOWN IN THE DRAWINGS) MUST BE SHIPPED AND ARRIVE ON-SITE AS FULLY INTEGRATED OR "MONOLITHIC" PIECES REQUIRING NO FURTHER ASSEMBLY. CONTRACTOR MUST SUBMIT PROOF THAT THE APPLICABLE MANUFACTURING PROCESSES WILL PRODUCE ELEMENTS THAT MEET THIS SPECIFICATION.
- 2. ALL SKATE PARK COMPONENTS SHALL BE MANUFACTURED FROM HIGH QUALITY, STEAM CURED, PRE-CAST CONCRETE.
- 3. FINISHED PRE-CAST CONCRETE SHALL BE FREE FROM HONEYCOMB, CRACKS, DEFECTS IN WORKMANSHIP, AND BE OF THE HIGHEST
- 4. POURED ON SITE ELEMENTS OR ELEMENTS FORMED USING SHOTCRETE WILL NOT BE ACCEPTABLE FOR FEATURES SPECIFIED AS
- 5. PRECAST CONCRETE COMPONENTS SHALL BE REINFORCED WITH STEEL REBAR, SYNTHETIC FIBER, WELDED WIRE MESH, AND MEET THE SPECIFICATIONS LISTED BELOW.
- 6. ALL COPING AND EDGE PROTECTION SHALL BE STAINLESS STEEL. 7. ALL PRECAST EQUIPMENT MUST BE SELF-RETAINING AND HAVE
- FACTORY INTEGRATED SIDES AND BACKS WITHOUT THE USE OF HARDWARE OR METAL SUPPORT LEGS. 8. PRECAST EQUIPMENT REQUIRING SITE INSTALLATION OF RETAINING
- 9. ANY PRODUCTS THAT DO NOT CARRY THE THICKNESS OF THE CONCRETE THROUGHOUT THE ENTIRE PIECE AND USE A CHANNEL OR WAFFLE SYSTEM WITH VARYING THICKNESSES WILL NOT BE CONSIDERED FOR THIS PROJECT. THE STRUCTURAL REINFORCEMENT DOES NOT RECEIVE THE PROPER COVERAGE AND THE PRODUCT IS WEAK AND NOT SUITED FOR A PUBLIC FACILITY.
- 10. ANY SYSTEM THAT REQUIRES HARDWARE, METAL SUPPORT LEGS, OR TURNBUCKLES WILL NOT BE ACCEPTED.

### PRE-CAST CONCRETE SKATE ELEMENTS MATERIAL SPECIFICATIONS

### 1. CONCRETE:

a. TYPE I/II PORTLAND CEMENT

WALLS WILL NOT BE ACCEPTABLE.

- b. MAX. 3/4" ROCK AGGREGATE (FOAM PELLETS ARE NOT ACCEPTABLE)
- c. MECHANICALLY VIBRATED UP-SIDE-DOWN IN PRECISE CONCRETE MOLD (SELF-SETTLING CONCRETE IS NOT ACCEPTABLE)
- d. PRE-CAST INDOORS OFF-SITE AT LEAST TWO WEEKS PRIOR TO
- INSTALLATION e. CURED IN TEMPERATURE- AND HUMIDITY- CONTROLLED
- ENVIRONMENT f. MIN. 6000 PSI, MAX 7000 PSI COMPRESSIVE STRENGTH @ 28 DAYS (PSI ABOVE 7500 IS NOT ACCEPTABLE)
- g. SLUMP: 2-3" h. AIR ENTRAINMENT: 3-8%

### 2. REINFORCEMENT:

a. REINFORCING STEEL SHALL BE NEW BILLET DEFORMED BARS AND WELDED WIRE STEEL MESH AND SHALL CONFORM TO

- ASTM STANDARD A615 AND A185 RESPECTIVELY, MINIMUM COVER FOR ALL REINFORCING SHALL BE 1".
- b. NO. 4 REBAR STEEL REINFORCING @ 16" O.C. GRID STEEL REINFORCING
- c. 1/4" WELDED WIRE MESH (WWM) STEEL REINFORCING @ 6" O.C.
- d. SYNTHETIC MACRO FIBER REINFORCEMENT MEETING ASTM

#### FINISH

- a. ALL PRE-CAST ELEMENTS MUST TRANSITION TO THE SLAB WITHOUT THE USE OF TRANSITION PLATES
- b. RIDING SURFACES HAND-FINISHED SMOOTH AFTER CONCRETE SEALER APPLIED

a. HAND FINISHED WITH CEMENTITIOUS GROUT OR CAULK AS

#### 5. STEEL COMPONENTS

- a. COPING: GRADE 304 STAINLESS STEEL PIPE, 2 3/8" SCHEDULE 80, SHALL BE ANCHORED TO CONCRETE RAMP AT 12" ON CENTER WITH STEEL STUDS.
- b. EDGE PROTECTION: GRADE 304 STAINLESS STEEL, 2" X 2" X 1/8" THICK PLATE SHALL BE ANCHORED AT 12" ON CENTER. THE AMOUNT OF EDGE PROTECTION CAN BE CUSTOMIZED TO SPECIFICATIONS.
- c. GRIND PLATE/ BMX PLATE (WHEN APPLICABLE): GRADE 304 STAINLESS STEEL, 2" X 6" X 1/8" THICK PLATE ANCHORED AT 12" ON CENTER. ALL COMPONENTS WILL BE FITTED WITH GRIND PLATE AS SPECIFIED. THIS PROVIDES EXTRA PROTECTION FOR BMX APPLICATIONS.
- d. COPING WITH GRIND PLATE/ COPING WITH BMX PLATE (WHEN APPLICABLE): GRADE 304 STAINLESS STEEL PIPE, 2 3/8" SCHEDULE 80, SHALL BE ANCHORED INTO THE CONCRETE RAMP AT 12" ON CENTER USING STEEL STUDS AND WELDED TO 6" X 1/8" ANCHORED STAINLESS STEEL PLATE.
- e. GRIND RAIL-RECTANGULAR: GRADE 304 STAINLESS STEEL TUBING, 3" X 2" X 1/8" THICKNESS. ALL GRIND RAILS SHALL BE FITTED WITH WELDED END CAPS AND THEN GROUND SMOOTH. VERTICAL SUPPORTS ARE 2" DIAMETER STAINLESS STEEL TUBING WELDED TO THE HORIZONTAL RAIL. THESE ARE CAST OR SURFACE MOUNTED INTO THE CONCRETE FOUNDATION DURING INSTALLATION AS SPECIFIED IN THE CONSTRUCTION
- f. GRIND RAIL-ROUND: GRADE 304 STAINLESS STEEL TUBING 2" DIAMETER. ALL GRIND RAILS SHALL BE FITTED WITH WELDED END CAPS AND THEN GROUND SMOOTH. VERTICAL SUPPORTS ARE 2" DIAMETER STAINLESS STEEL TUBING WELDED TO THE HORIZONTAL RAIL. THESE ARE CAST OR SURFACE MOUNTED INTO THE CONCRETE FOUNDATION DURING INSTALLATION AS SPECIFIED IN THE CONSTRUCTION DRAWINGS.
- g. SAFETY RAILS (WHEN APPLICABLE): BLACK STEEL ROUND TUBING W/ HOT DIPPED GALVANIZED CORROSION RESISTANT FINISH, 2" DIAMETER FRAME, FORMED AND ROUNDED AT CORNERS WITH 1/2" DIAMETER SOLID STEEL ROD EVENLY SPACED AT NO MORE THAN 4" ON CENTER. ALL SAFETY RAILS SHALL BE CAST INTO THE RAMP SURFACE AS STANDARD. SAFETY RAILS SHALL BE A MINIMUM OF 46" HIGH AND SHALL PREVENT PASSAGE OF A SPHERE EQUAL TO OR GREATER THAN 4" OUTSIDE DIAMETER. SAFETY RAILS ARE CONSTRUCTED IN A MANNER THAT DOES NOT ALLOW A SKATEBOARD UNDERNEATH AND THROUGH THE OPENING BETWEEN THE BOTTOM OF THE RAIL AND THE RESTING DECK. GRADE 304 STAINLESS STEEL TUBING IS OPTIONAL.

### INSPECTION

- INSPECT SUBGRADE, FORMS, REINFORCING STEEL, PIPES, CONDUITS, SLEEVES, HANGERS, ANCHORS, INSERTS, AND OTHER WORK REQUIRED TO BE BUILT INTO CONCRETE AND REPORT ANY DISCREPANCIES, NOTIFY OWNER'S REPRESENTATIVE AT LEAST 5 WORKING DAYS IN ADVANCE OF SCHEDULED PLACEMENT.
- 2. CORRECT UNSATISFACTORY WORK PRIOR TO PLACING CONCRETE. 3. REMOVE RUBBISH FROM FORMWORK IMMEDIATELY PRIOR TO PLACING CONCRETE.

### REPAIRS AND PROTECTION

- 1. REMOVE AND REPLACE PRE-CAST ELEMENTS THAT ARE BROKEN, DAMAGED, DEFECTIVE, OR DO NOT MEET THE REQUIREMENTS OF THIS SECTION OR CONFORMANCE WITH ASTM F 2480 - STANDARD GUIDE FOR IN-GROUND SKATE PARKS.
- 2. PROTECT PRE-CAST SKATE ELEMENTS FROM DAMAGE UNTIL FINAL PAYMENT. EXCLUDE TRAFFIC FROM PRE-CAST SKATE ELEMENTS FOR AT LEAST 28 DAYS AFTER PLACEMENT.

### OTHER

- 1. CONCRETE MANUFACTURING AND TESTING PRACTICES ARE UNDERTAKEN IN ACCORDANCE WITH THE NATIONAL PRECAST CONCRETE ASSOCIATION (NPCA), CANADIAN STANDARDS ASSOCIATION, AND AMERICAN STANDARDS & TESTING METHODS (ASTM) STANDARDS.
- 2. SAFETY AND PERFORMANCE GUIDELINES: COMPLY WITH ALL SAFETY AND PERFORMANCE REQUIREMENTS AND ALL APPLICABLE REFERENCES AS SPECIFIED IN THE ASTM F2480 STANDARD GUIDE FOR IN-GROUND SKATE PARKS.

### SUBSTITUTIONS

1. BASIS OF DESIGN: SPOHNCRETE BY SPOHN RANCH SKATEPARKS. CONTRACTORS SEEKING TO USE PRE-CAST CONCRETE EQUIPMENT OTHER THAN SPOHNCRETE BY SPOHN RANCH SKATEPARKS MUST

OBTAIN THE LANDSCAPE ARCHITECT'S PRE-APPROVAL, ANY PRODUCT THAT IS NOT PRE-APPROVED WILL NOT BE CONSIDERED.

- 2. THE LANDSCAPE ARCHITECT MUST RECEIVE, AT LEAST TEN (10) CALENDAR-DAYS PRIOR TO BID OPENING, ALL DOCUMENTS AND OTHER SUBMITTALS REQUIRED TO ESTABLISH EQUALITY OF A PROPOSED PRE-CAST CONCRETE PRODUCT. ANY SUBMISSIONS FOR APPROVAL THAT DO NOT ALLOW FOR A 10 DAY REVIEW PERIOD WILL NOT BE ACCEPTED.
- 3. THE LANDSCAPE ARCHITECT SHALL APPROVE, DISAPPROVE, OR REQUIRE ADDITIONAL INFORMATION FOR EACH REQUEST. LANDSCAPE ARCHITECT SHALL HAVE ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY PRE-CAST CONCRETE PRODUCT MEETS THE SPECIFICATIONS. ANY APPROVED PRE-CAST CONCRETE PRODUCTS SHALL BE IDENTIFIED IN AN ADDENDUM.
- 4. REQUIREMENTS FOR PRE-CAST CONCRETE EQUIPMENT PRE-BID SUBMITTALS:
- A. MUST INCLUDE INSTALLATION PHOTOS FROM A MINIMUM OF TEN (10) LISTED PROJECT REFERENCES DEMONSTRATING THAT THE PROPOSED PRODUCT IS A MONOLITHIC CONCRETE-SYSTEM THAT DOES NOT REQUIRE SITE-INSTALLED WALLS, METAL SUPPORT LEGS OR ANY KIND OF HARDWARE
- B. MUST INCLUDE SHOP DRAWINGS AND/OR CONSTRUCTION DETAILS THAT ANSWER THE FOLLOWING QUESTIONS:
- I. IS THE PRODUCT CAST WITH INTEGRAL STAINLESS STEEL EDGING/COPING?
- II. IS THE PRODUCT CAST VIA AN "UPSIDE DOWN" CASTING METHOD WITH MECHANICAL VIBRATION FOR OPTIMAL CONSOLIDATION OF CONCRETE AGAINST STEEL? (IE.
- EDGING/COPING NOT FIELD-INSTALLED) III. AT 28 DAYS, IS THE PRODUCT'S COMPRESSIVE STRENGTH A MINIMUM OF 6,000 PSI?
- IV. IS THE PRODUCT CAST AND CURED INDOORS IN A TEMPERATURE AND HUMIDITY-CONTROLLED ENVIRONMENT FOR AT LEAST TWO WEEKS PRIOR TO INSTALLATION?
- V. IS THE PRODUCT REINFORCED WITH STEEL REBAR, SYNTHETIC MACRO FIBER
- AND WELDED WIRE MESH?

CONTRACTOR.

- C. PRODUCT WARRANTY 5. PRE-CAST CONCRETE EQUIPMENT PRE-BID SUBMITTALS SHALL INCLUDE THE COST OF ALL CHANGES IN THE STRUCTURE, MECHANICAL, ELECTRICAL WORK, AND OTHER APPURTENANCES, INCLUDING ENGINEERING COSTS FROM REDESIGN, FOR THE ACCOMMODATION OF SUCH EQUIPMENT AT THE EXPENSE OF THE
- 6. THE PRE-BID SUBMITTALS SHALL LIST ANY AND ALL DEVIATIONS FROM ITEMS SPECIFIED, AND THE ADVANTAGES TO BE DERIVED IF THE DEVIATION IS APPROVED. IF NO DEVIATIONS ARE NOTED, IT WILL BE ASSUMED THAT NO SUCH DEVIATIONS EXIST, AND THE FINAL SUBMITTALS WILL ALLOW NO DEVIATIONS.

Call before you dig.

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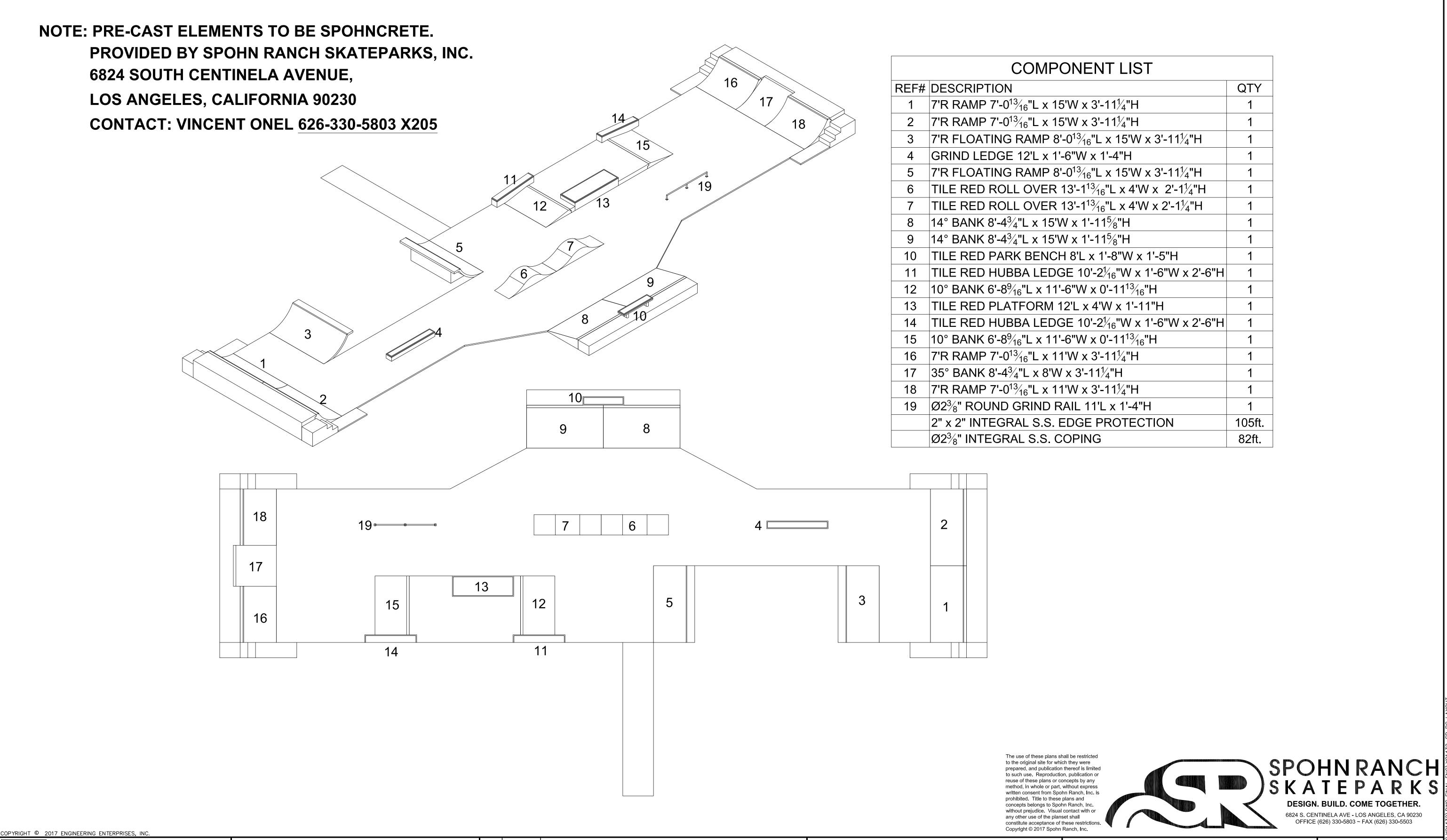
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NO. DATE REVISIONS

**BRISTOL BAY 65 PARK IMPROVEMENTS** 

**SKATE PARK SPECIFICATIONS** 

2017 DATE: MAY PROJECT NO: Y01432 YO1432-SP SPECS & DTLS



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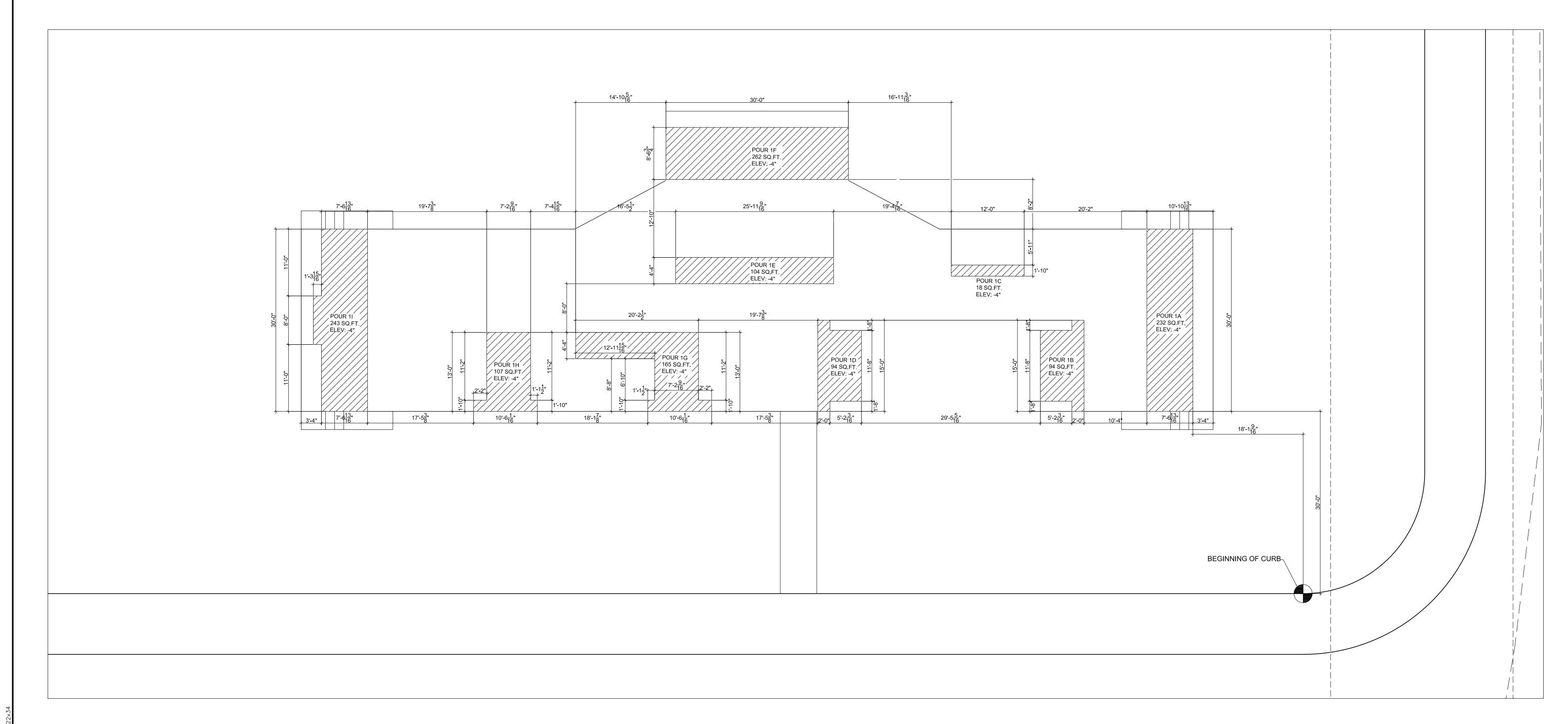
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BRISTOL BAY 65 PARK IMPROVEMENTS

SKATE PARK PRE-CAST LAYOUT PLAN

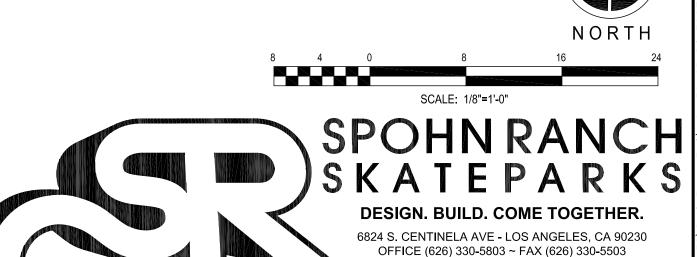
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## <u>GRADING NOTE</u>: REFER TO DETAILS 11 & 14 SHEET 11 FOR CLARITY ON GRADING BEHIND AND NEXT TO PRE-CAST FEATURES AND NEAR FOOTERS. CONTOUR TO MATCH GRADES FOR A POSITIVE FLOW TO DRAIN.

### NOTES:

- ALL TOP OF FOOTING ELEVATIONS SHALL BE 4" BELOW FINISH SURFACE ELEVATIONS OF CONCRETE SLAB.
- FORM ENTIRE FOOTING SURFACE TO SLOPE IN THE SAME DIRECTION AS THE FINISHED SURFACE ELEVATIONS OF THE CONCRETE SKATING SLAB.
- HIGHPOINTS AND RIDGES CANNOT BE PLACED IN CONCRETE FOOTINGS DUE TO PRE-CAST ELEMENT AND JOINTING ISSUES DURING
- INSTALLATION. ALL PRE-CAST SLAB FOOTINGS SHALL COORDINATE WITH SKATEPARK GRADING PLAN.
   FOOTERS SHALL NOT BE LEFT EXPOSED. ALL FOOTERS SHALL BE COVERED UPON COMPLETION OF PROJECT.
- REFER TO LANDSCAPE ARCHITECT/CIVIL ENGINEER DRAWINGS FOR EARTHWORK. PREPARE SUBGRADE ACCORDING TO CIVIL
- ENGINEER/PROJECT SPECIFICATIONS/GEOTECHNICAL ENGINEER REPORT.
- SEE CONSTRUCTION DETAILS ON SHEET 11 FOR PRE-CAST FOOTING PROFILES & INSTALLATION.
- SEE SPECIFICATIONS ON SHEET 5 FOR PRE-CAST ELEMENT INFORMATION.



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SKATE PARK PRE-CAST FOOTING PLAN

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### **INFORMATION LEGEND**

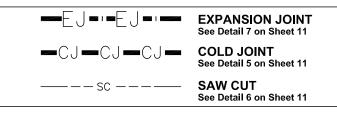
- (1) 4" THICK CONCRETE FLAT WORK WITH HARD STEEL TROWEL FINISH SEE TYPICAL DETAILS ON SHEET 11
- TURN DOWN EDGE SEE DETAIL 3 ON SHEET 11
- SIDEWALK TO SLAB CONNECTION WITH LIGHT BROOM FINISH SEE DETAIL 2 ON SHEET 11
- NATURAL GRAY PRE-CAST CONCRETE SKATE ELEMENT WITH 6" THICK CONCRETE FOOTER SEE DETAILS ON SHEET 11
- COLORED PRE-CAST CONCRETE SKATE ELEMENT WITH 6" THICK CONCRETE FOOTER SEE DETAILS ON SHEET 11
- COLORED PRE-CAST CONCRETE BENCH SET ONTO FLATWORK SEE DETAIL 15 ON SHEET 11
- CONCRETE STEPS WITH LIGHT BROOM FINISH SEE DETAIL 16 ON SHEET 11 (8) ROUND GRIND RAIL - SEE DETAIL 12 ON SHEET 11

\*SEE SHEET 9 FOR COLOR PLAN

### NOTES:

- 1. THE SLAB CONFIGURATION, NOTES, LOCATION OF EXPANSION JOINTS, COLD JOINTS, SAW CUTS, DETAIL REFERENCES, AND APPLICABLE DETAILS HAVE BEEN INCLUDED FOR CLARITY. JOINTS AND DETAILS SHOWN ARE FOR THE SKATEPARK ONLY.
- 2. REFER TO LANDSCAPE ARCHITECT/CIVIL ENGINEER DRAWINGS FOR EARTHWORK, GRADING, AND DRAINAGE.
- 3. SUGGESTED ORDER OF CONSTRUCTION FOR CONCRETE ELEMENTS WITHIN THE SKATEPARK FOOTPRINT:
  - A. SUBGRADE PREP GRADE, MOISTURE CONDITION, AND COMPACT SKATEPARK FOOTPRINT TO +/- .1' OF SPECIFIED SUBGRADE ELEVATIONS.
  - **B. FINE GRADING**

  - C. PRE-CAST FOOTINGS D. PRE-CAST INSTALLATION
  - E. IMPORT, PLACE, AND COMPACT FILL BEHIND PRE-CAST FEATURES TO BUILD UP **GRADES FOR ELEVATED DECK AREAS.**
  - F. FLOOR SLAB/FLATWORK
  - G. GRIND RAIL INSTALLATION
- 4. ALL EXPOSED CONCRETE AND SHOTCRETE SURFACES TO BE NATURAL GRAY IN COLOR WITH HARD STEEL TROWEL FINISH UNLESS OTHERWISE SPECIFIED.



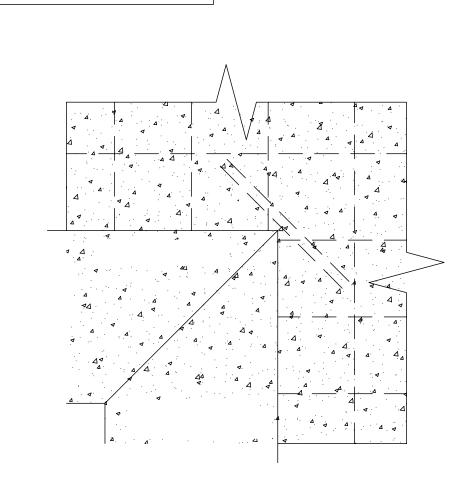
\*\*JOINT PLAN HAS BEEN DEVELOPED TO PROVIDE GUIDANCE TO THE CONTRACTOR FOR THE USE OF SAW CUTS, COLD & EXPANSION JOINTS. ACTUAL FIELD VARIANCES WILL TAKE PRECEDENCE OVER THIS GUIDE. CONTRACTOR SHALL CUT SLAB AS NEEDED TO PREVENT CRACKING.

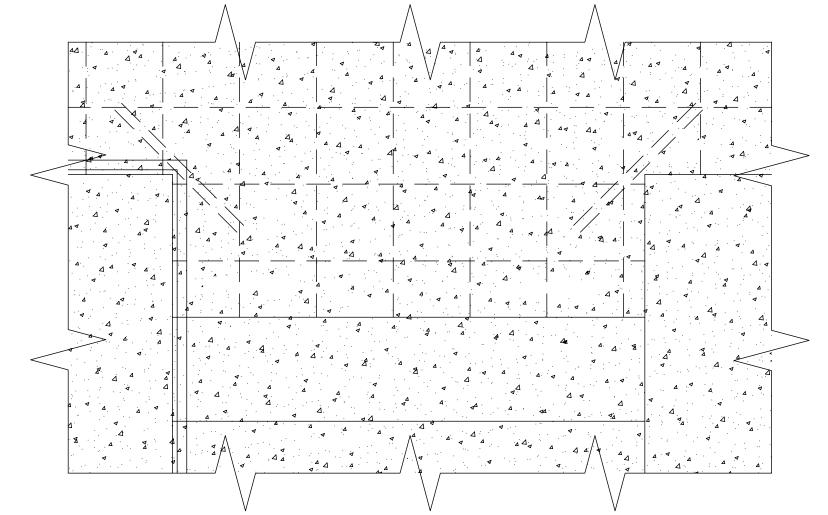
ALIGN SAW CUTS WITH EXPANSION AND COLD JOINTS AND START FROM CORNERS WHERE POSSIBLE TO PREVENT EXCESS CRACKING. SAW CUTS SHALL BE NO MORE THAN 10' X 12' AND/OR NOT TO EXCEED 120 SQUARE FEET AND A 2:1 MAX. RATIO BETWEEN SAW CUTS AND COLD OR EXPANSION JOINTS.

ALL SAW CUTS TO BE FILLED WITH SELF-LEVELING POLYURETHANE SEALANT AND TOOLED FLAT. EXPANSION JOINTS TO BE FILLED WITH POLYURETHANE BASED NON-SAGGING ELASTOMERIC SEALANT AND TOOLED FLAT. COLOR OF CAULK SHOULD RESEMBLE COLOR OF CONCRETE (ALUMINUM GRAY OR SIMILAR)

\*\* PROVIDE 1/8" TOOLED EDGES TO JOINTS - SEE TYPICAL DETAILS & CONSTRUCTION SPECIFICATIONS FOR JOINT INFORMATION & INSTALLATION

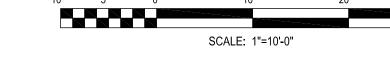








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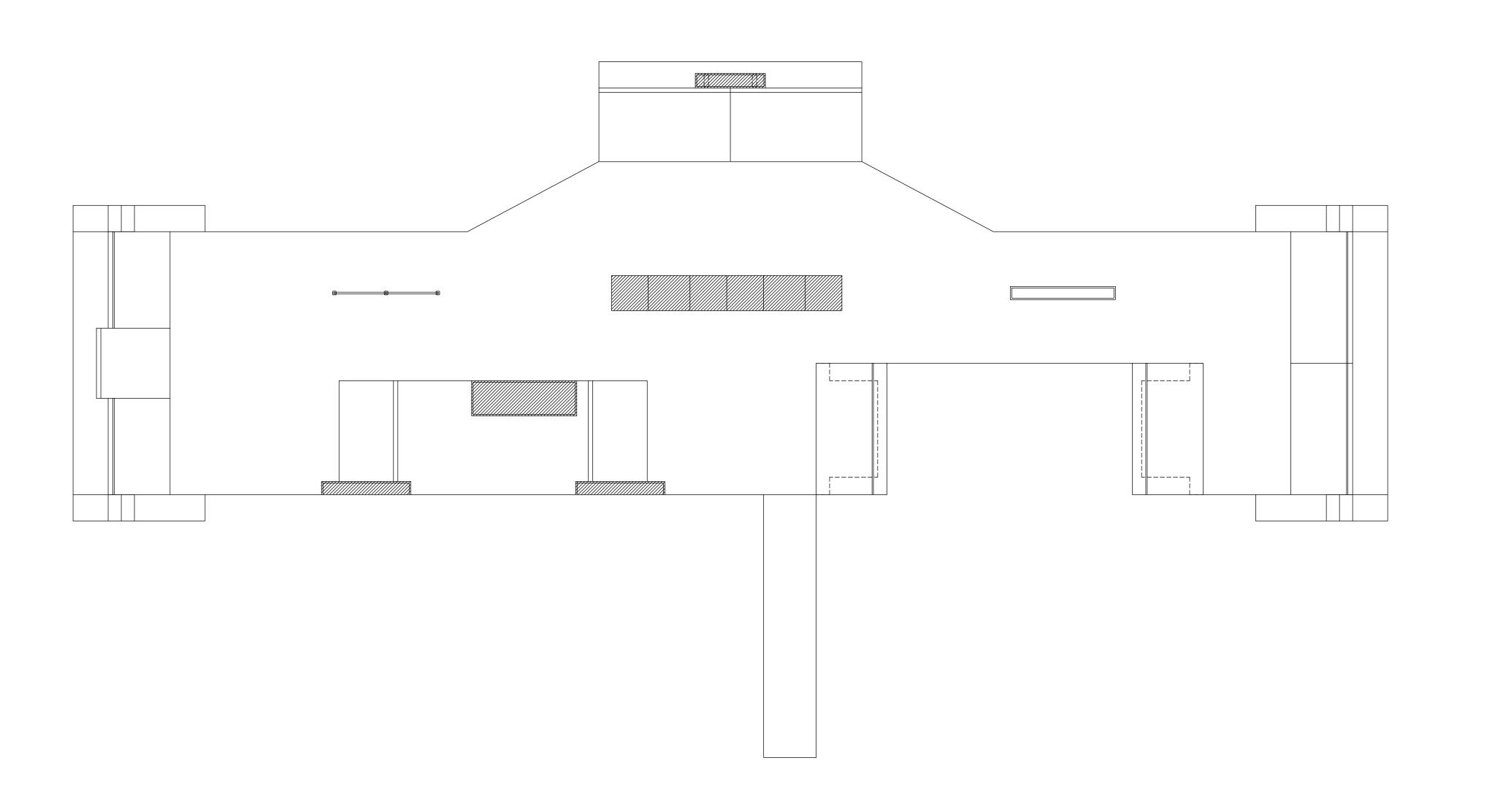
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**BRISTOL BAY 65 PARK IMPROVEMENTS** 

**SKATE PARK INFORMATION PLAN** 

DATE:	MAY		2017
PROJECT	NO:	Y(	01432
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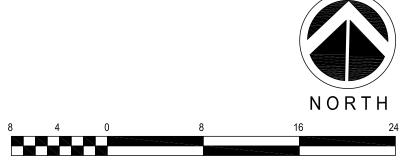
### **COLOR LEGEND**

COLORED PRE-CAST TO BE TILE RED #1117
 ALL OTHER PRE-CAST CONCRETE TO BE NATURAL GRAY CONCRETE



### NOTE:

- 1. CONCRETE COLOR AVAILABLE FROM DAVIS COLORS 1-800-356-4848 OR SIMILAR.
- 2. FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE POURS ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.



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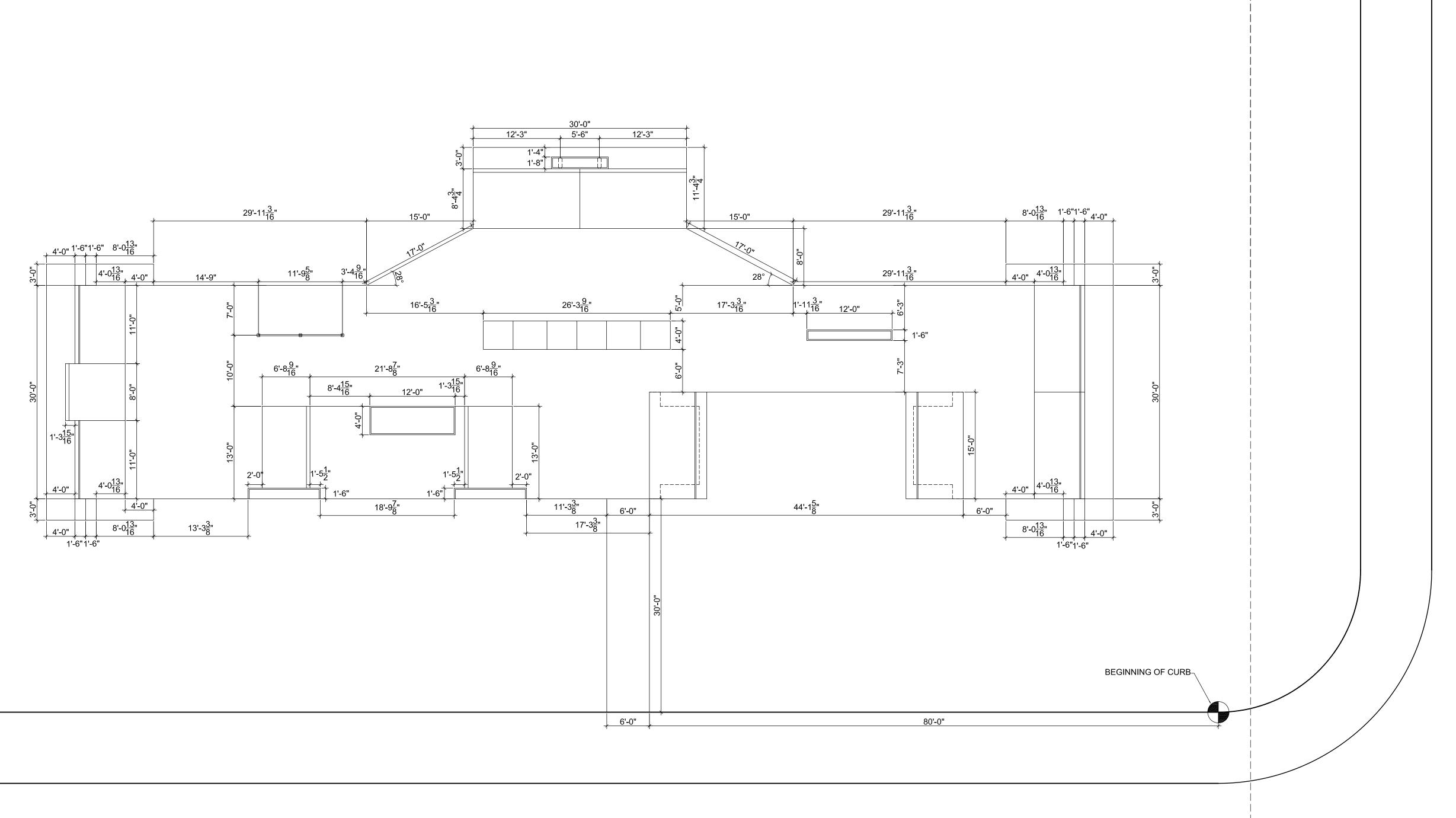
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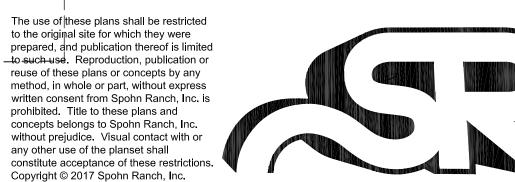
SKATE PARK COLOR PLAN

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CONSTRUCTION NOTES

- ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES.
- ALL FORMS AND ALIGNMENTS OF PAVING, LAYOUT, AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 24 HOURS NOTICE)
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN-KIND ALL PUBLIC IMPROVEMENTS DAMAGED, BROKEN, OR REMOVED DURING CONSTRUCTION
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS (UNLESS OTHERWISE NOTED). ALL REBAR CROSSINGS TO BE TIED.
- ALL CONSTRUCTION TO BE PLUMB AND TRUE, UNLESS OTHER WISE NOTED OR INDICATED.
- THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE SKATE PARK DESIGNER, OWNER/BUILDER OR OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE.
- ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC.. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE SKATE PARK DESIGNER OR OWNER, DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE VISIT SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
- CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE
- THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION PRODUCT. THESE DOCUMENTS, ALTHOUGH PREPARED WITH CARE AND DILIGENCE, MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE SKATE PARK DESIGNER IMMEDIATELY UPON ANY SUCH DISCOVERY OR DISCREPANCY. GOVERNING CODES SHALL THEN
- ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS AND DETAILS TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SITE DIMENSIONS PRIOR TO PROCEEDING WITH WORK AND CLARIFY WITH SKATE PARK DESIGNER, OWNER IF NECESSARY.
- DESIGN, MATERIAL, EQUIPMENT AND PRODUCTS OTHER THEN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE SKATE PARK DESIGNER
- SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR THE CLARIFICATION OF DESIGN CONCEPT DETAILS & SUBSTITUTIONS. DURING WORK AND THROUGH ITS COMPLETION, THE
- CONTRACTOR SHALL KEEP THE SITE CLEAN TO THE SATISFACTION OF THE OWNER.
- FINAL MATERIAL, FINISHES AND COLOR SHALL BE APPROVED BY OWNER AND SKATE PARK DESIGNER PRIOR TO INSTALLATION. • CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS.
- REFER TO SPECIFICATIONS FOR ANY ADDITIONAL INFORMATION.



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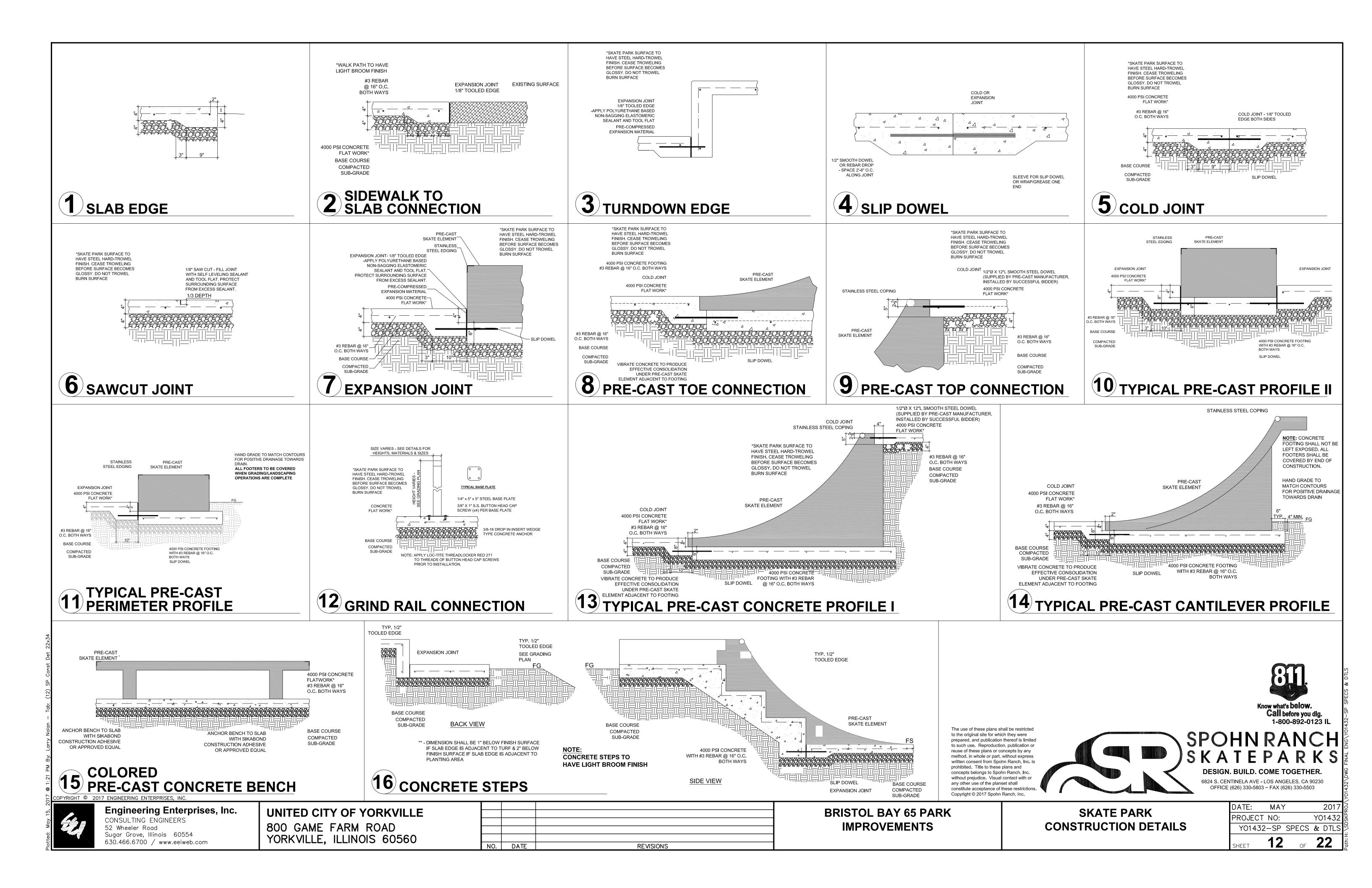
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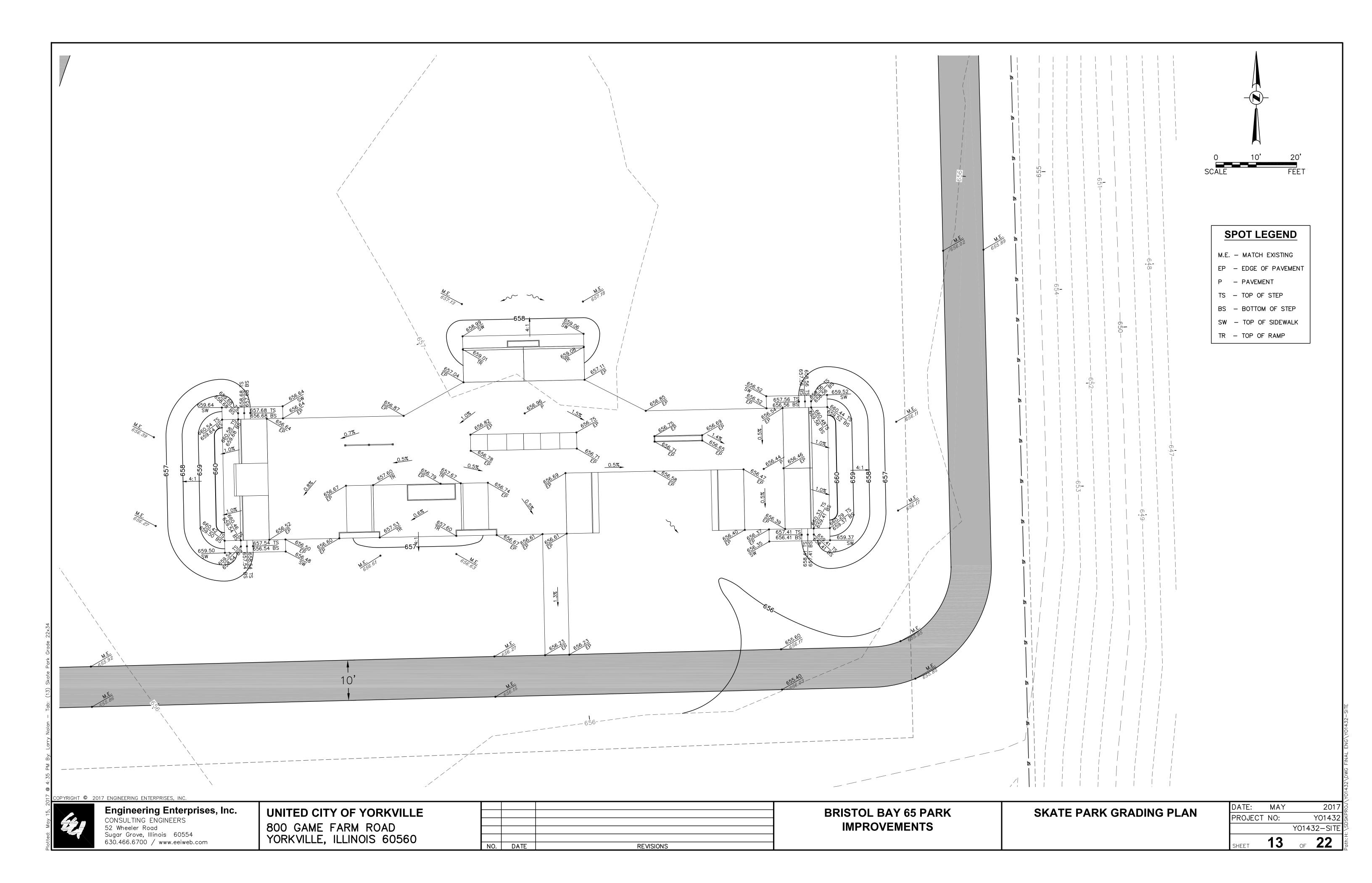
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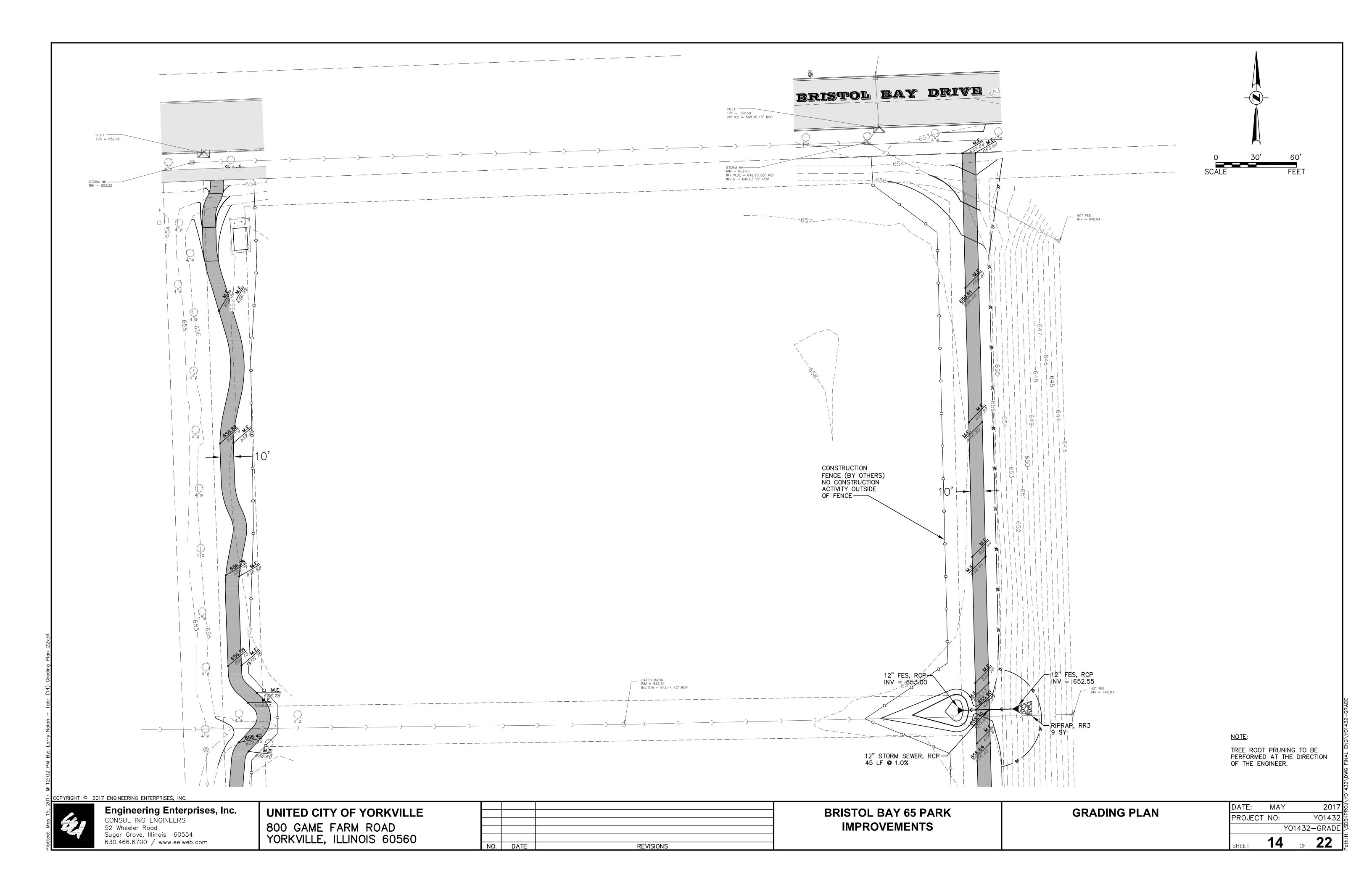
**SKATE PARK LAYOUT PLAN** 

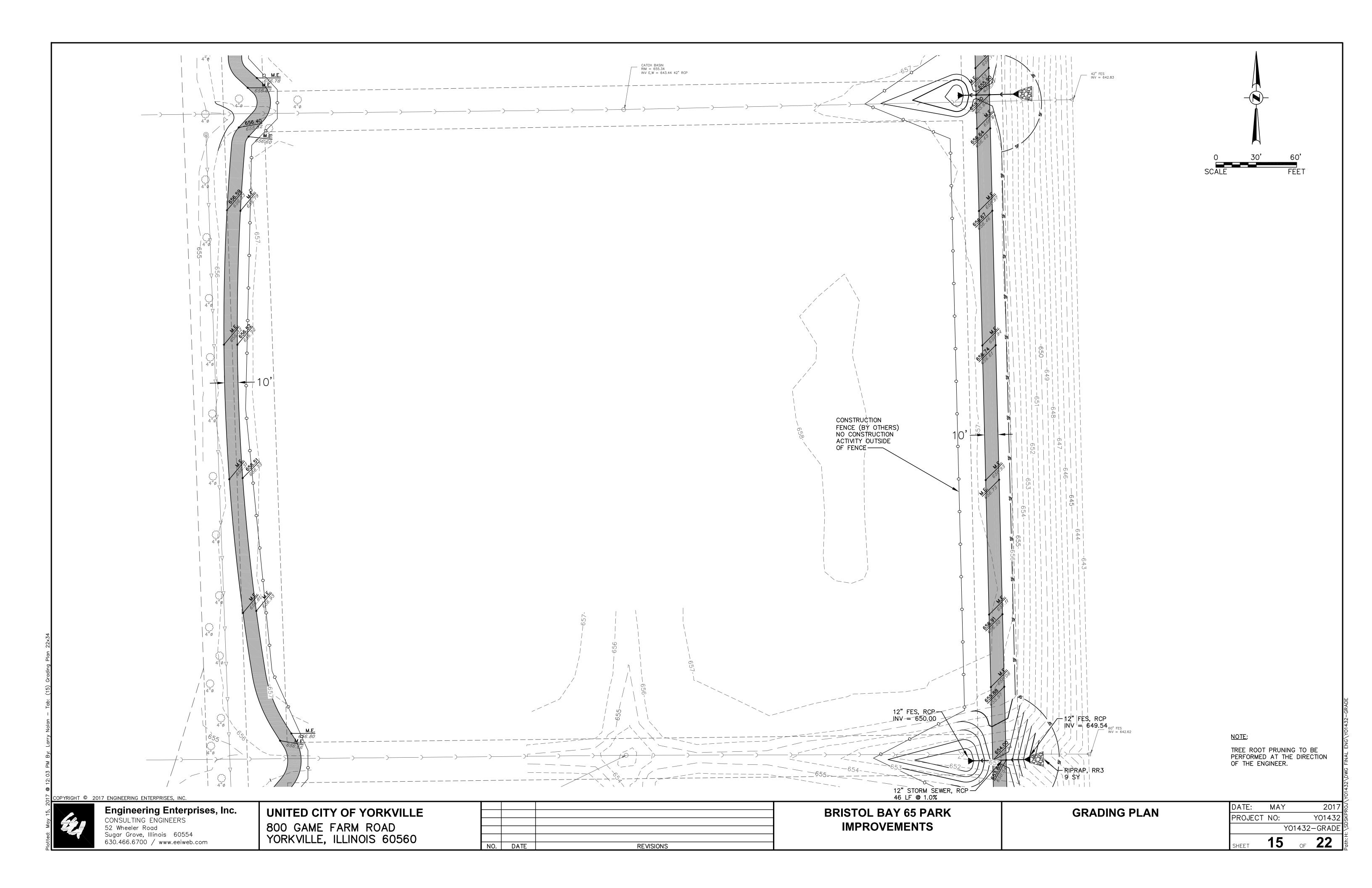
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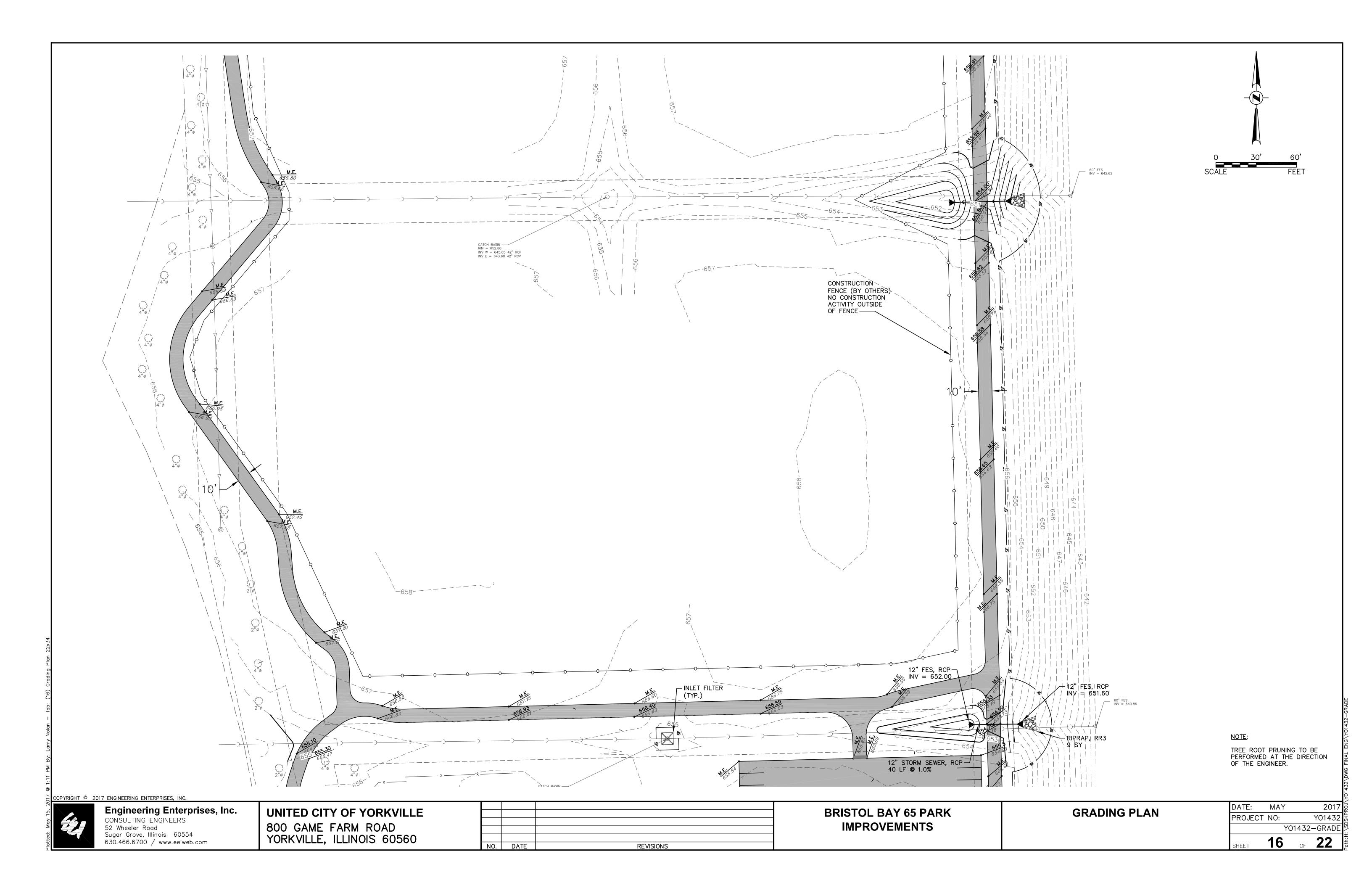
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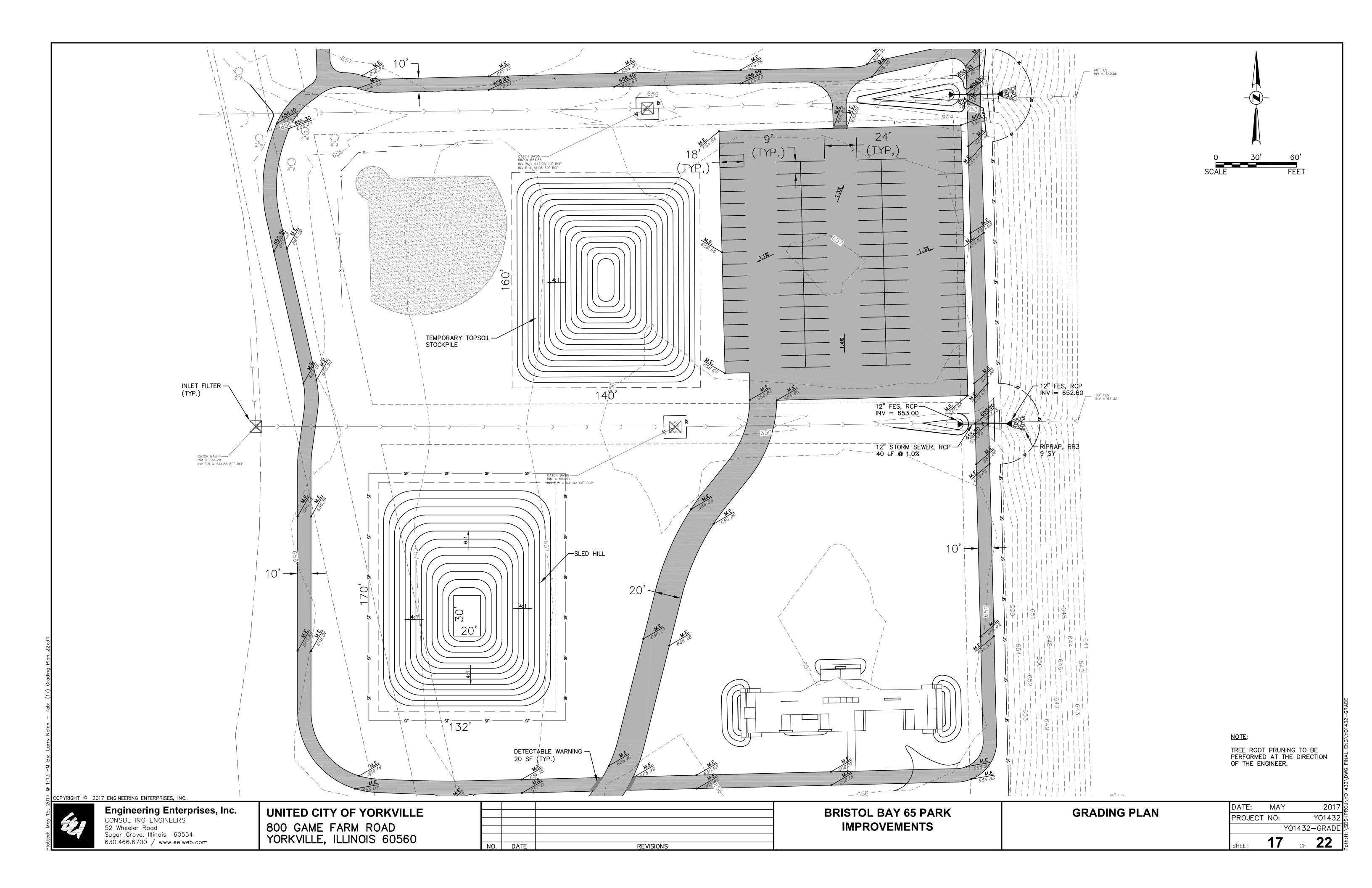


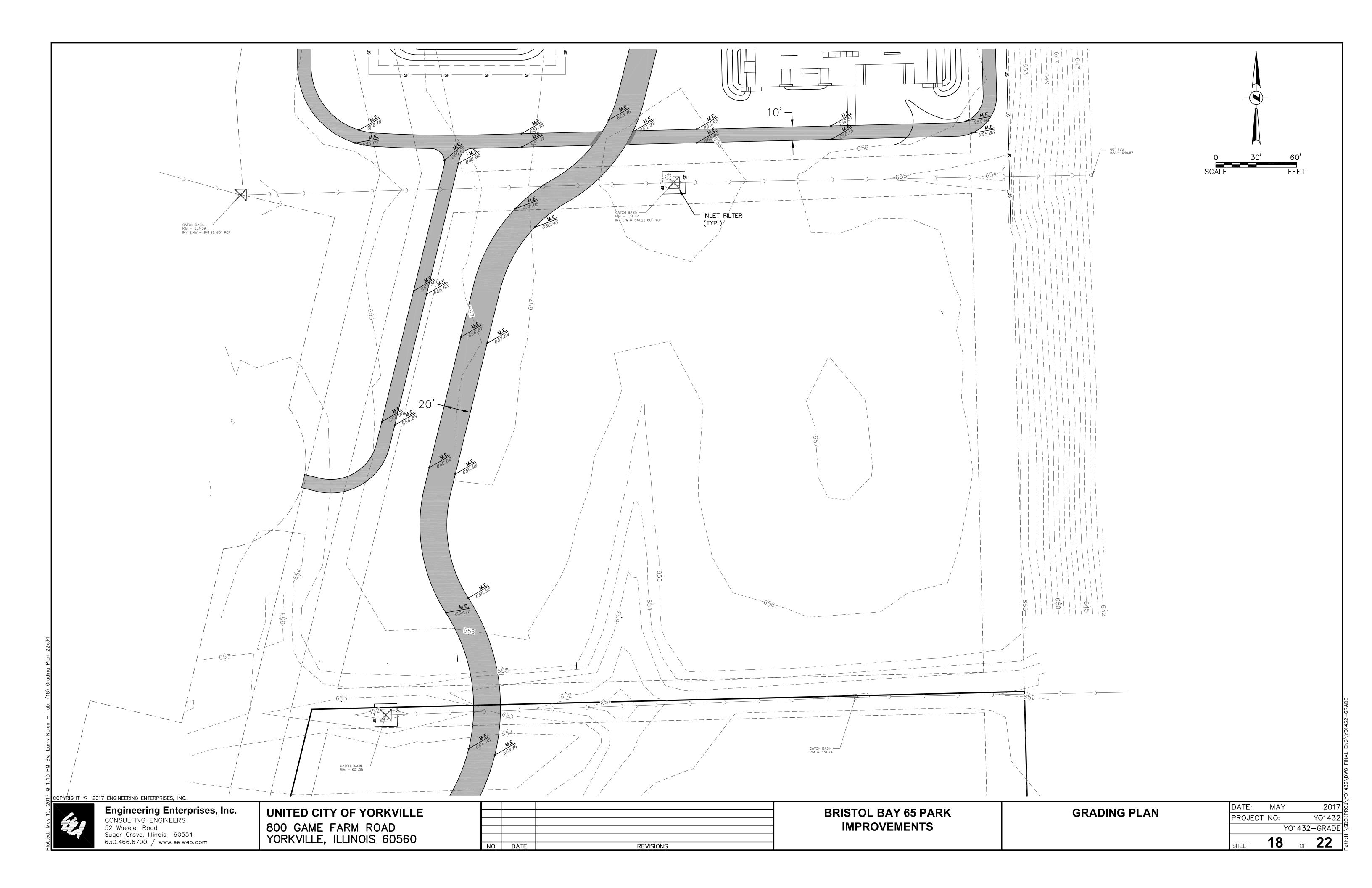


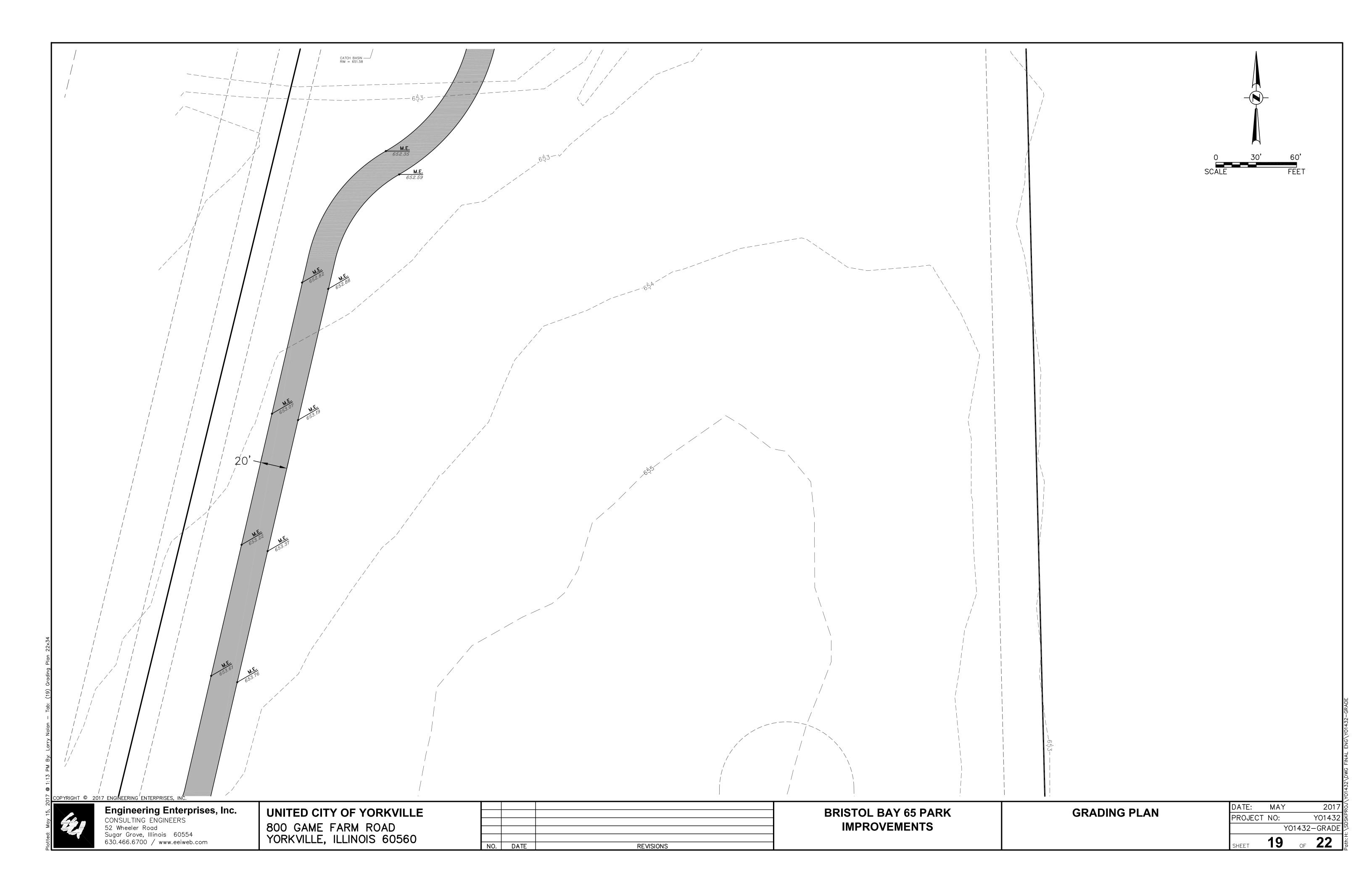


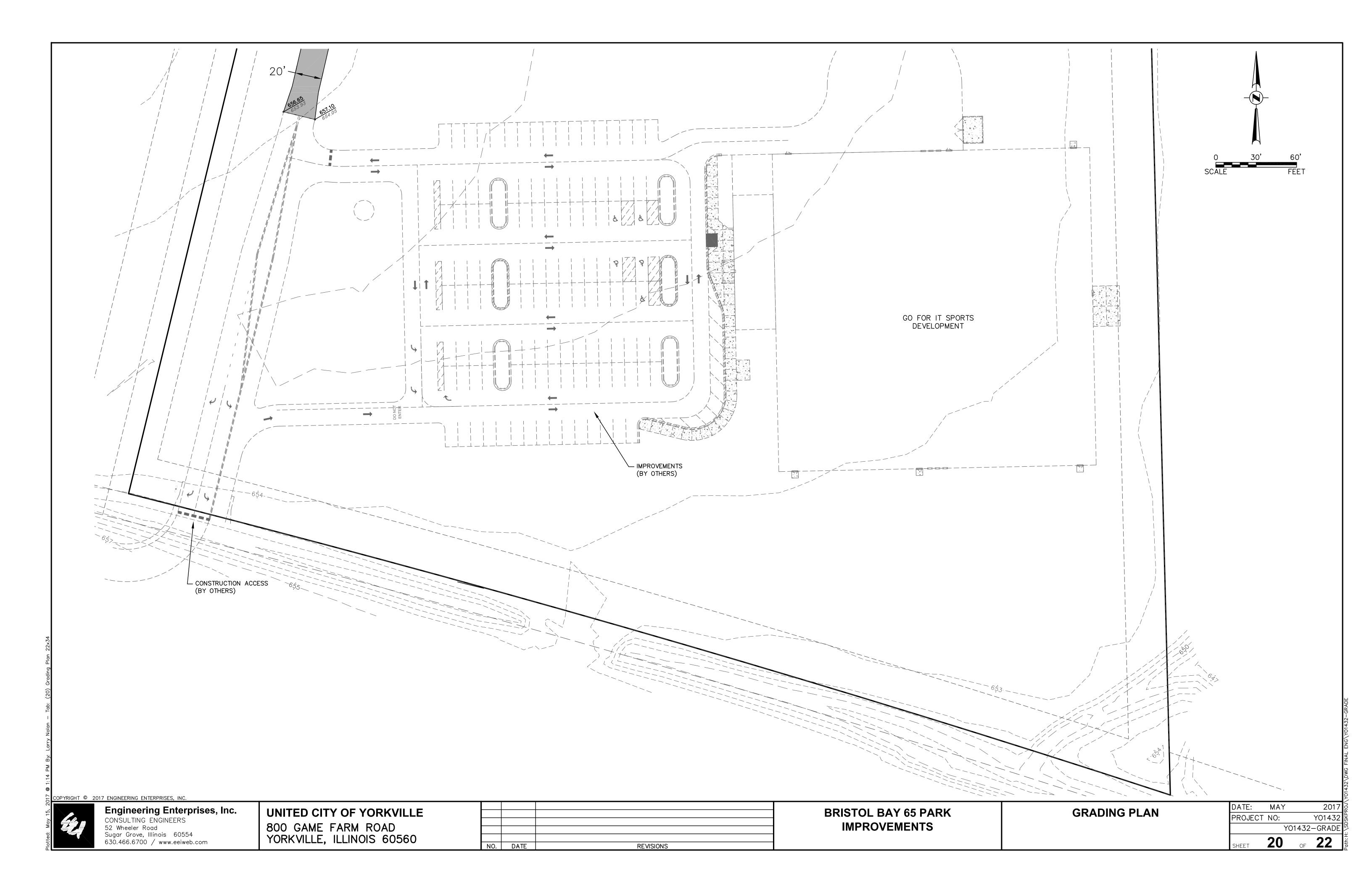












### SITE DESCRIPTION:

PROJECT NAME AND LOCATION: BRISTOL BAY 65 PARK IMPROVEMENTS ADJACENT TO BRISTOL BAY DRIVE AND GALENA ROAD UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS PROJECT DESCRIPTION: CONSTRUCT IMPROVEMENTS TO THE BRISTOL BAY 65 PARK.

IMPROVEMENTS WILL INCLUDE CONSTRUCTING AN ACCESS DRIVE, TWO GRAVEL PARK LOTS, A SKATE PARK AND VARIOUS MISCELLANEOUS LANDSCAPE IMPROVEMENTS

TOTAL AREA DISTURBED = 8.0 ACRES RUNOFF COEFFICIENT OF SITE AFTER CONSTRUCTION = 0.30

59A LISBON SILT LOAM - HSG C/D 60C3 LAROSE CLAY LOAM - HSG C 67A HARPER SILTY CLAY LOAM - HSG B/D 149A BRENTON SILT LOAM - HSG B/D

152A DRUMMER SILTY CLAY LOAM - HSG B/D 206A THORP SILT LOAM - HSG C/D 512B DANABROOK SILT LOAM - HSG C

RECEIVING WATERS: BLACKBERRY CREEK TRIBUTARY TO THE FOX EXISTING SITE CONDITIONS: PREVIOUSLY MASS GRADED OPEN SPACE

### SEQUENCE OF CONSTRUCTION ACTIVITIES

- INSTALL EROSION CONTROL MEASURES
- 2. STRIP TOPSOIL
- 3. RESPREAD SPOILS
- 4. CONSTRUCT ACCESS RD/PARKING LOT/SKATE PARK/BIKE PATH 5. PLACE SEED, FERTILIZER AND EROSION CONTROL BLANKET
- 6. REMOVE TEMPORARY EROSION CONTROL MEASURES ONCE VEGETATION HAS BEEN ESTABLISHED

### EROSION AND SEDIMENT CONTROLS

REFER TO THE PLAN AND PROFILE SHEETS IN THIS PLAN SET.

EROSION AND SEDIMENT CONTROL MUST BE INSTALLED PER ILLINOIS URBAN MANUAL.

TEMPORARY SEEDING - AS NEEDED PER DETAIL PERMANENT SEEDING - PER PLAN

SILT FENCE - PER PLAN VEGETATIVE FILTERS — PRESERVE EXISTING GRASS AND VEGETATION DOWNSTREAM OF IMPROVEMENTS TO ACT AS A VEGETATIVE FILTER. ADDITIONAL EROSION AND SEDIMENT CONTROLS WILL BE INSTALLED AT THE DIRECTION OF THE CITY OR RESIDENT ENGINEER.

PERMANENT STABILIZATION - ALL DISTURBED AREAS WILL BE SEEDED, FERTILIZED, AND HYDROMULCHED.

### STORMWATER MANAGEMENT

RUNOFF WILL TRAVEL OVERLAND TO THE EXISTING STORM SEWER OR DETENTION BASIN.

ALL WASTE MATERIAL WILL BE COLLECTED AND DISPOSED OF PROPERLY. THE PROJECT SITE WILL BE KEPT CLEAR OF ALL HUMAN NECESSARY REPAIRS WILL BE INITIATED IMMEDIATELY. AND CONSTRUCTION DEBRIS. NO WASTE MATERIAL, INCLUDING GAS OR OIL, WILL BE BURIED ON-SITE.

HAZARDOUS WASTE WILL BE DISPOSED OF AS SPECIFIED BY THE CITY ENGINEER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, OR THE MANUFACTURER OF THE MATERIAL, WHICH EVER IS STRICTER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS WASTE PRODUCED AS A PART OF THIS CONSTRUCTION PROJECT.

SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS AND DRAINED AS SPECIFIED BY THE CITY ENGINEER.

ANY SPILLED OIL, GAS, OR OTHER CONSTRUCTION MATERIAL WILL BE CONTAINED AND CLEANED IMMEDIATELY. CONTAMINATED SOIL WILL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.

A SINGLE CONCRETE WASHOUT AREA WILL BE DESIGNATED BY THE CONTRACTOR FOR USE DURING THE DURATION OF THE PROJECT. THE WASHOUT AREA WILL BE DUG OUT OR BERMED UP TO CONTAIN ALL WASHOUT MATERIAL. ALL AFFECTED SOILS AND CONCRETE SPOILS WILL BE REMOVED FROM THE SITE UPON COMPLETION OF THE CONCRETE PLACEMENT ACTIVITIES.

#### OTHER REQUIREMENTS

THE KENDALL COUNTY STORMWATER MANAGEMENT ORDINANCE WILL GOVERN ALL EROSION CONTROL AND STORMWATER MANAGEMENT

IF ANY SITE AREA IS TO REMAIN DISTURBED FOR OVER 7 DAYS THEN THE CONTRACTOR MUST INITIATE STABILIZATION MEASURES.

NO FUEL OR OIL WILL BE STORED ON-SITE WITHOUT PROPER CONTAINMENT AND WRITTEN PERMISSION FROM THE UNITED CITY OF

THE CONTRACTOR WILL PREVENT OFF-SITE TRACKING OF SEDIMENTS IF THE PROPOSED EROSION CONTROL MEASURES ARE NOT SUFFICIENT, FURTHER MEASURES MUST BE IMPLEMENTED. ANY SEDIMENT LEFT ON THE PUBLIC ROADWAY WILL BE CLEANED OFF EVERY NIGHT.

DUST CONTROL, IF DEEMED NECESSARY BY THE CITY ENGINEER, WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

#### NON-STORMWATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THIS SITE DURING THE CONSTRUCTION PERIOD:

- PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED
- DUST CONTROL WATER

ALL NON-STORMWATER DISCHARGES WILL BE SHEET DRAINED OFF

### MAINTENANCE AND INSPECTION PROCEDURES

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REGULAR INSPECTION OF ALL EROSION CONTROL MEASURES AND FOR RECORDING AND KEEPING A RECORD OF EACH INSPECTION. THIS PROCESS WILL CONTINUE UNTIL FINAL STABILIZATION IS ACHIEVED AND A NOTICE OF TERMINATION IS RECEIVED BY THE OWNER. INSPECTIONS WILL BE PERFORMED AND RECORDED BY QUALIFIED INDIVIDUALS EVERY WEEK (MINIMUM) AND WITHIN 24 HOURS OF A 1/2" RAINFALL EVENT. A QUALIFIED INDIVIDUAL IS EITHER A LICENSED PROFESSIONAL ENGINEER (P.E.), A CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC), A CERTIFIED EROSION SEDIMENT AND STORM WATER INSPECTOR (CESSWI) OR OTHER KNOWLEDGEABLE PERSON WHO POSSESSES THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORM WATER QUALITY AND TO ASSESS THE EFFECTIVENESS OF ANY SEDIMENT AND EROSION CONTROL MEASURES SELECTED TO CONTROL THE QUALITY OF STORMWATER DISCHARGES FROM THE CONSTRUCTION ACTIVITIES. IF THE INSPECTOR IS NOT A P.E., CPESC, OR CESSWE, THEN THE INSPECTORS QUALIFICATIONS AND EXPERIENCE MUST BE SUMMARIZED ON THE INSPECTION FORMS

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE. THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR GENERAL SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. ANY

SEDIMENT BUILDUP WILL BE REMOVED FROM SILT FENCES WHEN IT HAS NOTES: REACHED 1/3 THE HEIGHT OF THE FABRIC.

SEDIMENT BUILDUP WILL BE REMOVED FROM OTHER EROSION CONTROLS AS NEEDED TO MAINTAIN STORMWATER FLOW THROUGH THE SITE AND AVOID SEDIMENT FROM BYPASSING THE EROSION CONTROLS.

EROSION CONTROL MEASURES WILL BE REPAIRED, MAINTAINED, OR INCREASED AT THE DIRECTION OF THE CITY ENGINEER.

A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT SHALL SUMMARIZE THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION. THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN TO SOLVE ANY PROBLEMS OBSERVED.

### ADDITIONAL SOIL AND WATER CONSERVATION NOTES:

STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN TREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SILT FENCE). STOCKPILES NOT BEING ACTIVITY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL REVISED, LATEST EDITION.

- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS, (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OF WASTE AREAS) THE NEED FOR SUPPLEMENTARY EROSION CONTROL MEASURES SHALL BE DISCUSSED WITH THE CITY AND/OR THE RESIDENT ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE CITY OR THE RESIDENT ENGINEER.
- DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
- THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.
- BERMS MUST BE STABILIZED IMMEDIATELY UPON RECEIVING FINAL GRADING. STRAW MULCH WITH NETTING OR EROSION CONTROL BLANKET SHALL BE USED ON SIDE SLOPES AND SUMMIT.
- PRIORITY SHALL BE GIVEN TO THE COMPLETION AND STABILIZATION OF THE DETENTION AREAS. WORK IN THESE AREAS SHALL NOT BE PROLONGED IN ATTEMPT THAT ALL FINAL GRADING AND STABILIZATION CAN TAKE PLACE AT ONE TIME.
- ALL ADJACENT STREETS MUST BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY, AND CLEANED WHEN NECESSARY.
- CONTRACTOR TO INFORM ANY SUBCONTRACTORS WHO MAY PERFORM WORK ON THIS PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.

- 1. WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL.
- 2. STRAW BALES SHALL NOT BE USED AS A SUBSTITUTE FOR THE PROPOSED INLET PROTECTORS.

#### CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

COMPANY NAME

COMPANY ADDRESS

COMPANY PHONE NUMBER

PRINTED NAME AND TITLE

SUB-CONTRACTOR #1

SUB-CONTRACTORS RESPONSIBILITY

COMPANY NAME

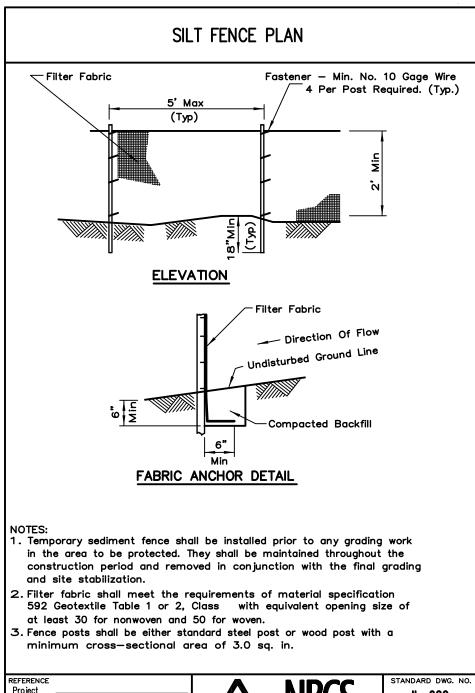
COMPANY ADDRESS

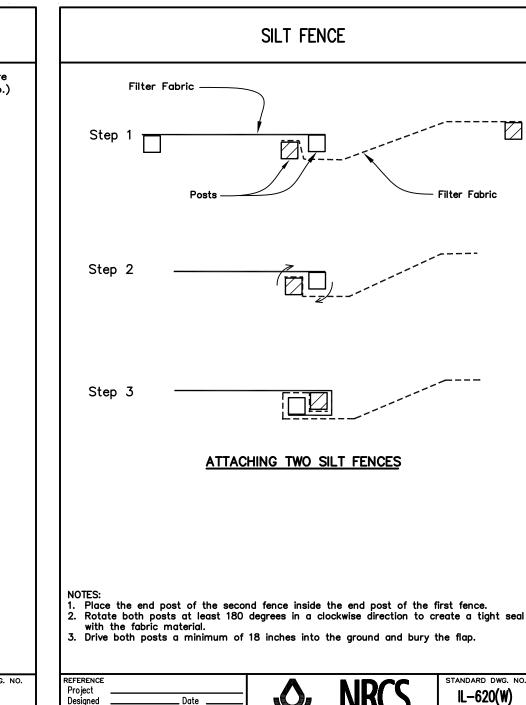
COMPANY PHONE NUMBER

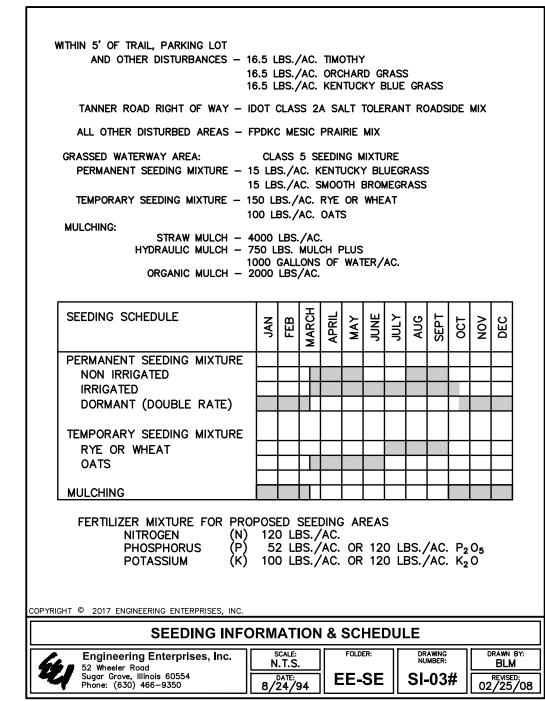
PRINTED NAME AND TITLE

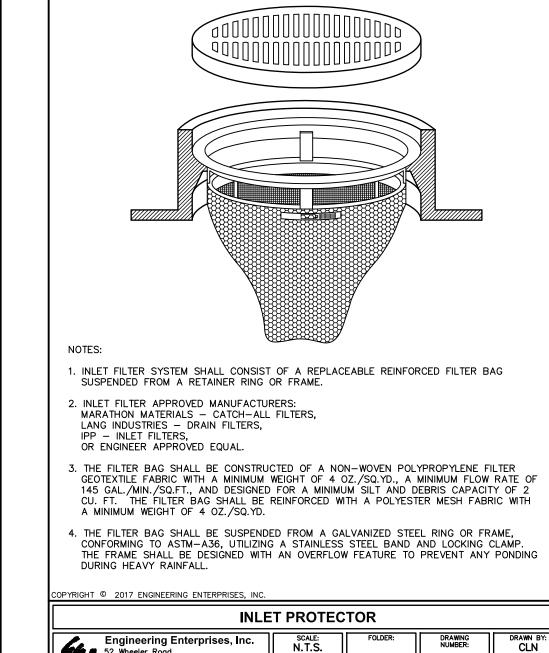
**SIGNATURE** 

USE ADDITIONAL SHEETS FOR ADDITIONAL SUB-CONTRACTORS. EACH SHEET WILL HAVE THE PROJECT NAME AND LOCATION AS DESCRIBED IN THE SITE DESCRIPTION ON THIS SHEET. EACH ADDITIONAL SUB-CONTRACTOR WILL PROVIDE THEIR RESPONSIBILITY, COMPANY NAME, ADDRESS AND PHONE NUMBER, PRINTED NAME AND TITLE, SIGNATURE AND DATE. THIS INFORMATION WILL BE KEPT WITH THIS PLAN.









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**Engineering Enterprises, Inc.** CONSULTING ENGINEERS 52 Wheeler Road

Sugar Grove, Illinois 60554

630.466.6700 / www.eeiweb.com

800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

UNITED CITY OF YORKVILLE

NO. I DATE REVISIONS

**BRISTOL BAY 65 PARK IMPROVEMENTS** 

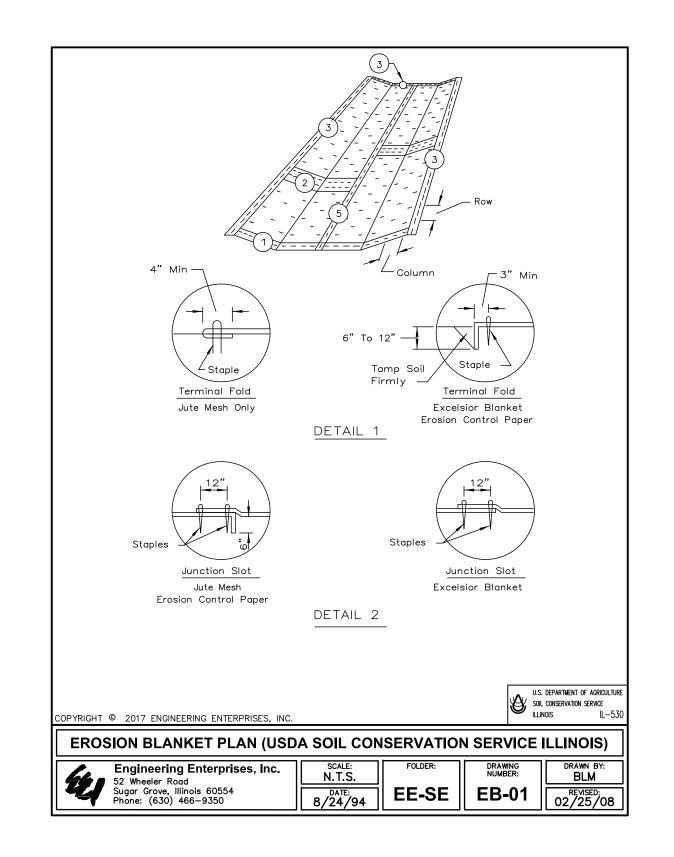
STORMWATER POLLUTION PREVENTION PLAN

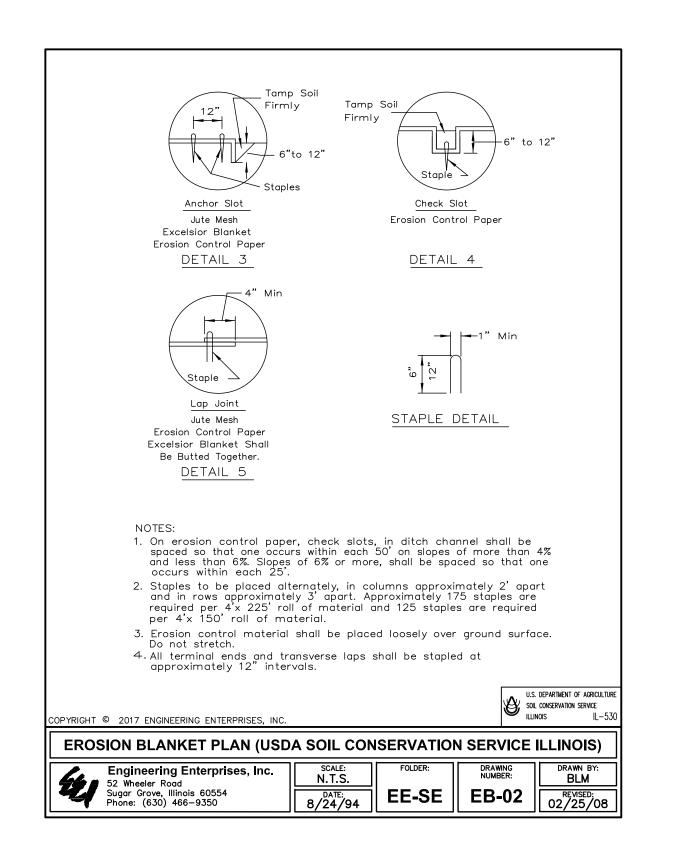
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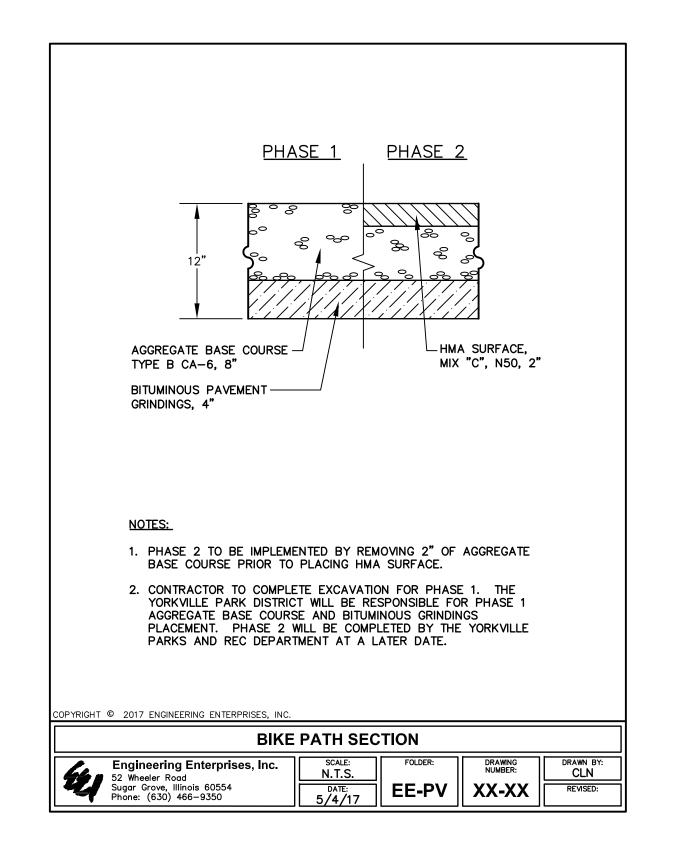
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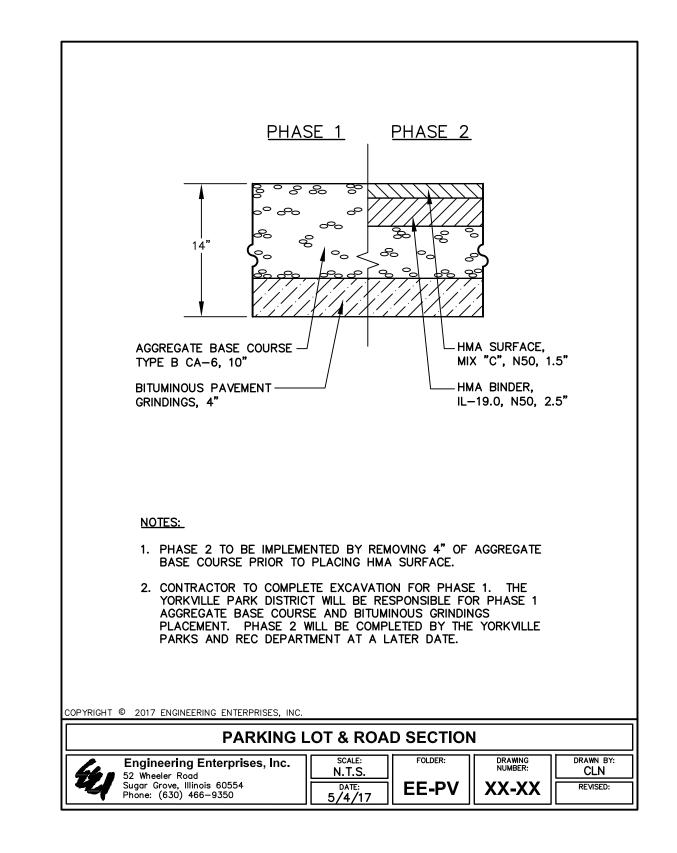
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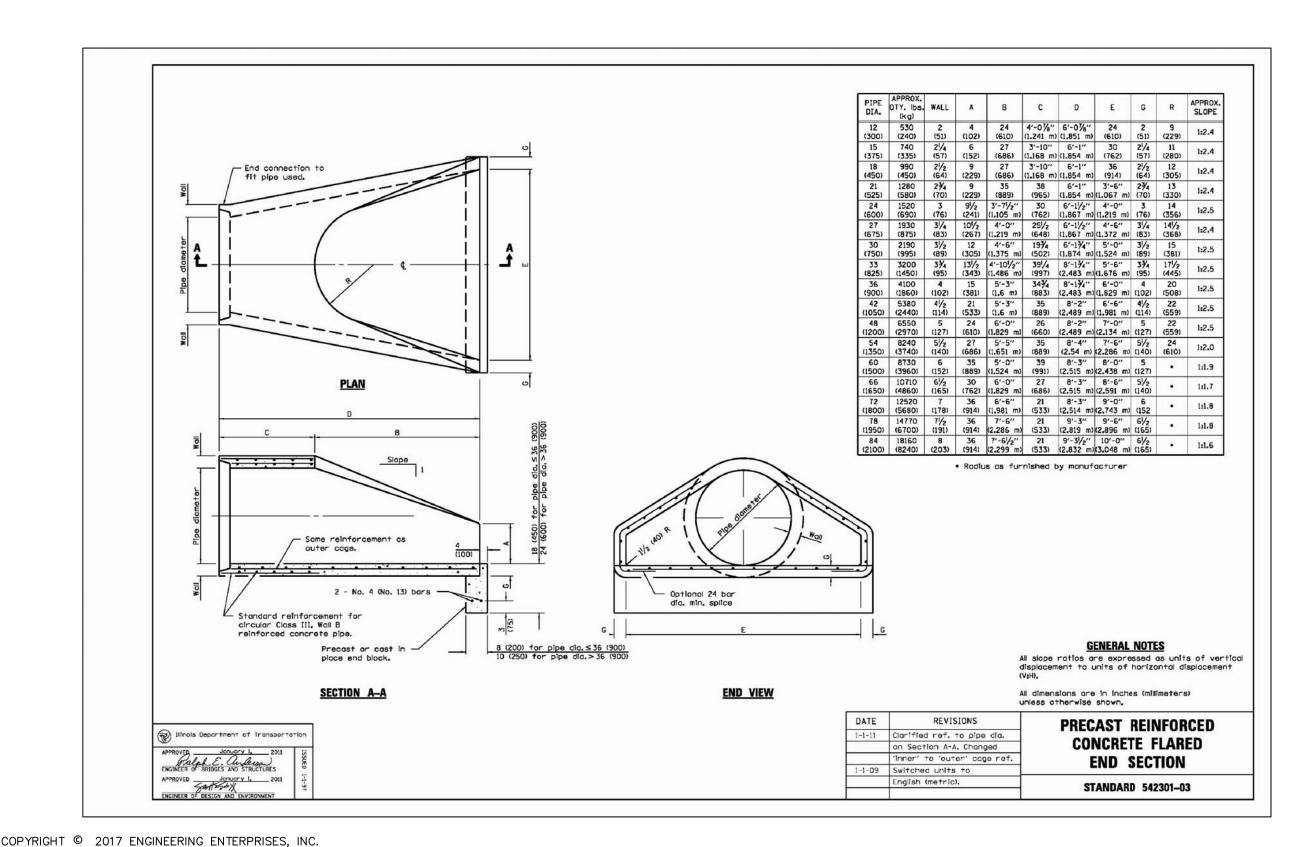
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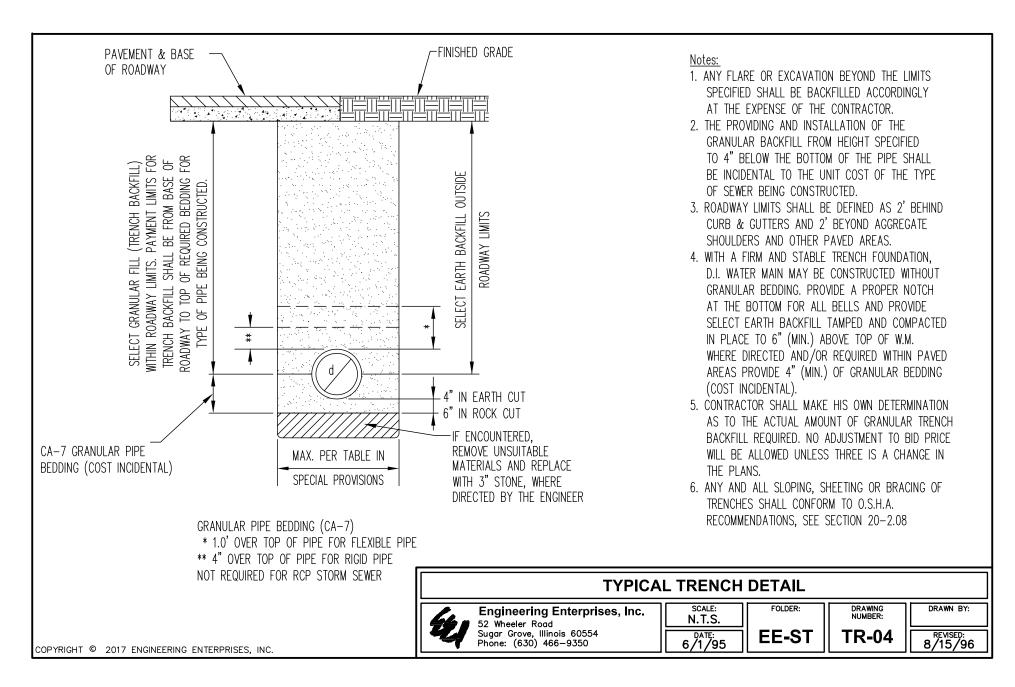


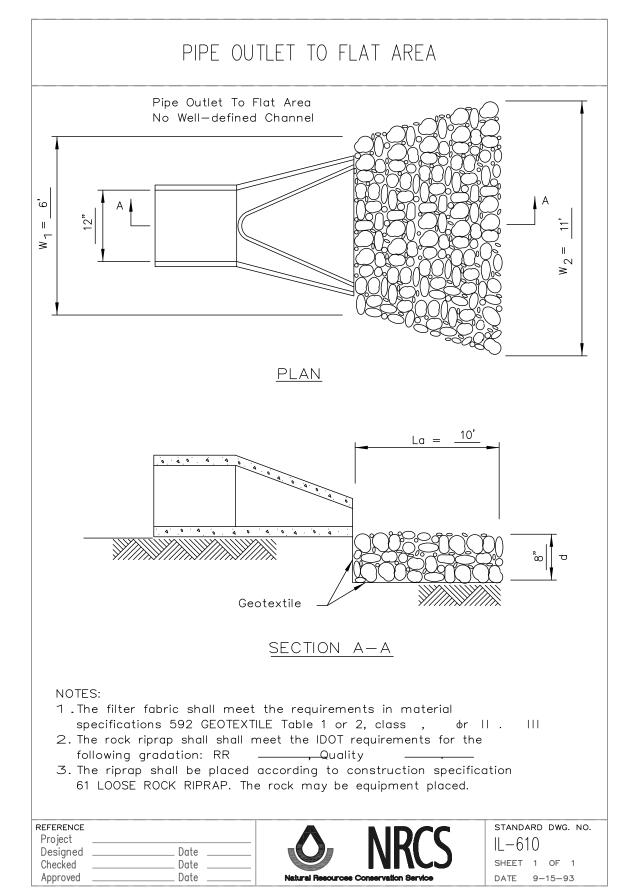














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UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560 NO. DATE REVISIONS

BRISTOL BAY 65 PARK IMPROVEMENTS

SITE DETAILS

			ļ
DATE:	MAY	1	201
PROJECT	NO:		Y0143
		Y01432	-COVE
SHEET	22	OF	22



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

Agenda Item Number
Mayor's Report #2
Tracking Number
CC 2017-35

### **Agenda Item Summary Memo**

Title: Bristol Bay	Updated Professional	Services Agreement with EEI for Park Improvemnts
<b>Meeting and Date:</b>	City Council – June	27, 2017
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Actio	on Taken:
Item Number:		
Type of Vote Requi	red:	
<b>Council Action Req</b>	uested:	
Submitted by:	Tim Evans	Parks and Recreation
	Name	Department
	Age	nda Item Notes:

### Memorandum



To: Yorkville City Council

From: Tim Evans, Director of Parks and Recreation

CC: Bart Olson, City Administrator

Date: June 19, 2017

Subject: Review of Updated Professional Services Agreement for

Bristol Bay 65 Park Improvements from Engineering

Enterprises, Inc.

#### **Summary**

Review of Updated Professional Services Agreement for Bristol Bay 65 Park Improvements from Engineering Enterprises, Inc.

#### **Background**

At its May 23, 2013 meeting, the Park Board recommended to City Council the submission of an Open Space Lands Acquisition and Development (OSLAD) grant application for Bristol Bay 65 Park. The City Council, at its June 11, 2013, meeting, approved that recommendation. On Saturday, April 5, 2014, the City of Yorkville was awarded the grant and on May 27, 2014, the City Council approved the grant agreement. Then, at its September 18, 2014, meeting, the Park Board forwarded a recommendation to City Council that a Professional Services Agreement with Engineering Enterprises, Inc. be approved with which the Council concurred at their October, 2014, meeting.

Due to the grant being suspended, the agreement needed to be updated. Attached is the updated Professional Services Agreement for Bristol Bay 65 Park Improvements from Engineering Enterprises, Inc. Staff seeks City Council approval of the updated Bristol Bay Regional Park Engineering Enterprises, Inc. Professional Services Agreement.



June 6, 2017

Mr. Tim Evans
Director of Parks and Recreation
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Professional Services for

Bristol Bay 65 Park Improvements - Amendment

United City of Yorkville, Illinois

Dear Mr. Evans:

Thank you for the opportunity to submit this amended proposal for professional services for the proposed Bristol Bay 65 Park Improvements project. Our original proposal was approved on October 14, 2014 and is attached for your information. We are proposing a new agreement that would replace the original.

The reasons for the amendment are that the design scope had changed as well as the City has requested that our office perform additional construction engineering services.

We are proposing an amendment to the design fees as follows:

Original Fees - Design

\$26,900 (Note that this has been fully paid)

Proposed Fees – Design

\$39,500

The increase in fees are due to the following scope changes:

- Initial project was put on hold due to funding. At the time, the project was placed on hold, we were approx. 60% complete with the bid documents. Additional costs have been incurred to restart the project and update the bid documents.
- The site plan was modified due to sale of the 15-acre parcel.
- Additional topo was required to fill in the gap between the project and the 15-acre parcel.
- A sled hill was added as part of the improvements.
- A soil boring was required and performed by our sub-contractor for the skate park area.
- Several estimates of cost were prepared to identify work items.
- Several additional coordination meetings were required.
- An access easement agreement exhibit was prepared.

Mr. Tim Evans June 6, 2017 Page 2

As requested, we will be providing construction administration, staking and observation services in an estimated amount of \$25,000. This estimate includes the use of a sub-consultant to perform material testing services.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/dm

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail)

DMT, JAM, EEI (Via e-mail)

## Bristol Bay Park 65 Improvements 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 attached exhibits. Design and Construction engineering will be provided for the Bristol Bay Park 65 Improvements. 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 \$39,500.00 (Note that the City has already paid \$26,900) and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$25,000.00. 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.

Bristol Bay 65 Park Improvements United City of Yorkville Professional Services Agreement Design and Construction Engineering

#### 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).

Bristol Bay 65 Park Improvements United City of Yorkville Professional Services Agreement Design and Construction Engineering

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

Bristol Bay 65 Park Improvements United City of Yorkville Professional Services Agreement Design and Construction Engineering

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: $\underline{x}$ 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) <u>x</u> 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

Bristol Bay 65 Park Improvements 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

Lisa Pickering

Deputy City Clerk

**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:

addressed to the parties as follows:	
For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in writing for persons in connection with required notices.	rom time to time substitute addresses or
Agreed to thisday of	_, 2017.
United City of Yorkville:	Engineering Enterprises, Inc.:
Gary J. Golinski Mayor	Brad Sanderson, P.E. Vice President

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.

### 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 contactor 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, 2017. 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 Bristol Bay 65 Park Improvements" dated June 6, 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 \$39,500 Fixed Fee (FF).
  - (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 Bristol Bay 65 Park Improvements" dated June 6, 2017 and are estimated at \$25,000.00 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 contrctor, 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 BRISTOL BAY 65 PARK IMPROVEMENTS

United City of Yorkville, IL June 6, 2017

		ENTITY:		ENGIN	EERING			SURVEYING		DRA	AFTING	ADMIN.	WORK		
			PRINCIPAL	SENIOR	SENIOR			SENIOR			SENIOR		ITEM	COST	
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER	
ITEM			CHARGE	MANAGER	ENGINEER I	ENGINEER	MANAGER	SURVEYOR II	TECHNICIAN	MANAGER	TECHNICIAN I	ADMIN.	SUMM.	ITEM	
NO.	WORK ITEM	HOURLY RATE:	\$191	\$185	\$145	\$133	\$168	\$155	\$121	\$168	\$133	\$80			
CONSTR	UCTION ENGINEERING														
3.1	Contract Administration		2	12	-	8	-	-	-	-	-	-	22	\$ 3,	,666
3.2	Construction Layout and Record Drawings		-	-	-	2	1	16	4	-	-	-	23	\$ 3,	,398
3.3	Observation and Documentation		3	9	-	72	1	-	-	-	-	2	86		,974
	Construction	n Engineering Subtotal:	5	21	-	82	1	16	4		-	2	131	\$ 19,	.038
		PROJECT TOTAL:	5	21	-	82	1	16	4	-	-	2	131	19.	.038

DIRECT EXPENS	ES	
Printing =	\$	200
Mileage =	\$	500
Material Testing (Rubino) =	\$	5,000
DIRECT EXPENSES =	\$	5,700

LABOR SUMMARY	
Engineering Expenses =	\$ 15,746
Surveying Expenses =	\$ 3,132
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 160
TOTAL LABOR EXPENSES =	\$ 19,038

TOTAL EXPENSES = \$ 24,738

\\Milkyway\EEL\_Storage\Docs\Public\Yorkville\2014\YO1432-P Bristol Bay 65 Park Improvements\PSA\Amendment\(Exhibit 3 - Level of Effort.xlsx)\(Fee Summa



# EXHIBIT 4 ANTICIPATED PROJECT SCHEDULE

BRISTOL BAY 65 PARK IMPROVEMENTS
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL
June 6, 2017

WORK		Year:	Year: 2017							2018																				
ITEM		Month:			July				Aug	gust		0)	Septen	nber		0	ctob	er		N	lover	nber	r	De	cemi	oer		Jar	nuary	
NO.	WORK ITEM	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 1	8 25	1	8	15 2	2 29
CONSTR	UCTION ENGINEERING																													
3.1	Contract Administration																													
3.2	Construction Record Drawings																													
3.3	Observation and Documentation	`																												

	Legend
Project Management & 0	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 2 Man Field Crew with Standard Survey Equipment 1 Man Field Crew with RTS or GPS * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$158.00 \$247.00 \$196.00 \$284.00 \$15.00
Reimbursable Direct Costs & Services by Others	Cost + 10%	

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



Reviewed	Ву

Legal	
Finance	
Engineer	
City Administrator	
<b>Human Resources</b>	
Community Development	
Police	
Public Works	
Parks and Recreation	

	_		_
Agenda	Item	Num	hei

Mayor's Report #3

Tracking Number

CC 2017-36

### **Agenda Item Summary Memo**

Title: Intergovernme	ental Agreement (KC-TAP) for K	ennedy Road Multi-use Path	
<b>Meeting and Date:</b>	City Council – June 27, 2017		
Synopsis: See attach	ned.		
Council Action Prev	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requir	red: Majority		
<b>Council Action Req</b>	uested: Approval		
Submitted by:		Administration	
	Name	Department	
	Agenda Item N	otes:	



# Memorandum

To: City Council

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: June 21, 2017

Subject: 1<sup>st</sup> Amendment to the Kendall County Transportation Alternative

Program IGA for the Kennedy Road Multi-Use Path

### **Summary**

Approval of the first amendment to the intergovernmental agreement with Kendall County for the increase of the Transportation Alternatives Program (TAP) grant to \$80,000.00.

### **Background**

The City Council approved an intergovernmental agreement on July 5, 2016 with Kendall County, for a \$50,000 grant award for the Kennedy Road multi-use path.

On May 18, 2017 the Kendall County Board approved the first amendment to the IGA for the TAP grant to increase the dollar amount from \$50,000 to \$80,000. All other facets of the IGA remain the same.

### **Recommendation**

Staff recommends approval of the attached first amendment intergovernmental agreement with Kendall County for the increase in the Transportation Alternatives Program for the Kennedy Road multi-use path to increase the dollar amount to \$80,000.00.

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE UNITED CITY OF YORKVILLE TO CONSTRUCT A 2.72 MILE MULTI-USE PATH ON KENNEDY ROAD FROM ROUTE 47 TO MILL ROAD IN YORKVILLE, ILLINOIS (2016 – AMENDED 2017)

THIS FIRST AMENDMENT to the Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") Funding to the United City of Yorkville to Construct a 2.72 Mile Multi-Use Path on Kennedy Road From Route 47 to Mill Road in Yorkville, Illinois ("the First Amendment") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville (the "Grantee"), a municipal corporation of the State of Illinois.

### WITNESSETH:

**WHEREAS**, Grantee previously submitted an application pursuant to the KC-TAP to raise the necessary funding to build a 2.72 mile multi-use path parallel to Kennedy Road from Route 47 to the existing trail south of Mill Road, within Yorkville, Illinois; and

**WHEREAS,** Kendall County approved Grantee's KC-TAP application for fifty thousand dollars (\$50,000) in financial assistance on May 17, 2016; and

WHEREAS, Kendall County and Grantee entered into an intergovernmental agreement for said fifty thousand dollars (\$50,000), which was approved by the Kendall County Board on May 17, 2016 and the United City of Yorkville's City Council on July 5, 2016 ("2016 Agreement"); and

**WHEREAS,** the Kendall County Board subsequently voted for and approved an increase in the previously granted award to Grantee from fifty thousand dollars (\$50,000) to eighty thousand dollars (\$80,000) on April 18, 2017; and

WHEREAS, Within Paragraph 9 of the 2016 Agreement, it stated that any modification to that agreement may be accomplished only by way of writing acknowledged by both parties; and

**WHEREAS**, Kendall County and Grantee desire to amend the terms of the 2016 Agreement as stated herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

- 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
- 2. The amount of "fifty thousand dollars (\$50,000.00)" within paragraph 2(a) of the 2016 Agreement is amended to state: "eighty thousand dollars (\$80,000.00)".
- 3. The amount of "fifty thousand dollars (\$50,000.00)" within paragraph 2(b) of the 2016 Agreement is amended to state: "eighty thousand dollars (\$80,000.00)".
- 4. The amount of "fifty thousand dollars (\$50,000.00)" within paragraph 2(c) of the 2016 Agreement is amended to state: "eighty thousand dollars (\$80,000.00)".
- 5. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the 2016 Agreement shall remain in full force and effect.
- 6. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

# IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental

Agreement to be executed by their duly authorized officers on the date below.

County of Kendall, a unit of local government of the State of Illinois			United City of Yorkville, Kendall Illinois, a municipal corporation	County
By:	Chair, Kendall County Board	By:	Mayor	
Date:		Date:		
	Attest:		Attest:	
	County Clerk		City Clerk	



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

## Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2017-47

### **Agenda Item Summary Memo**

Title: Pavillion Road Streambank Stabilization – Engineering Agreement							
Synopsis: See attached.							
Type of Vote Required: Majority							
Council Action Requested: Approval							
Agenda Item Notes:							

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 Pavillion Road Streambank Stabilization project. Engineering will be in accordance with all City, 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 \$17,600.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$15,700.00. 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) <u>x</u> Corporation Not for Profit Corporation					
Trust or Estate Medical and Health Care Services Provider Corp.					
T T 1 10 1					

#### I. Indemnification:

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

### J. Insurance:

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

### K. Additional Terms or Modification:

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

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

**Exhibit 1:** 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

Deputy City Clerk

**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:	For the ENGINEER:	
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554	
Either of the parties may designate in war persons in connection with required notice	riting from time to time substitute addresses or es.	
Agreed to thisday of	, 2017.	
United City of Yorkville:	Engineering Enterprises, Inc.:	
Gary J. Golinski Mayor	Brad Sanderson, P.E. Vice President	
Lisa Pickering	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 Pavillion Road Streambank Stabilization" dated June 13, 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 contactor 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, 2017. 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 Pavillion Road Streambank Stabilization" dated June 13, 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

- The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$17,600.00 FF as summarized on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Pavillion Road Streambank Stabilization" dated June 13, 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 Pavillion Road Streambank Stabilization" dated June 13, 2017 and are estimated at \$15,700.00 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 contrctor, 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

PAVILLION ROAD STREAMBANK STABILIZATION United City of Yorkville, IL June 13, 2017

	ENTITY:		ENGINI	EERING			SURVEYING		DRA	AFTING	ADMIN.	WORK	
		PRINCIPAL		SENIOR			SENIOR			SENIOR		ITEM	COST
WORK	PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITEM		CHARGE	MANAGER	ENGINEER I	ENGINEER	MANAGER	SURVEYOR II	TECHNICIAN	MANAGER		ADMIN.	SUMM.	ITEM
NO.	WORK ITEM HOURLY RATE:	\$191	\$168	\$145	\$133	\$168	\$155	\$121	\$168	\$133	\$80		
FINAL EN	IGINEERING												
2.1	Project Management and Administration	1	3	-	-	-	-	-	-	-	-	4	\$ 695
2.2	Project Meetings	-	4	-	4	-	-	-	-	-	-	8	\$ 1,204
2.3	Topographic Survey	-	-	-	4	6	8	-	-	-	-	18	\$ 2,780
2.4	Utility Coordination	-	1	-	2	-	-	-	-	-	-	3	\$ 434
2.5	Final Plans, Specifications and Estimates	1	12	-	20	-	-	-	6	20	-	59	\$ 8,535
2.6	Permitting	-	4	-	12	-	-	-	-	-	-	16	\$ 2,268
2.7	Bidding and Contracting	-	2	-	7	-	-	-	-	-	5	14	\$ 1,667
	Final Engineering Subtotal:	2	26	-	49	6	8		6	20	5	122	\$ 17,583
CONSTR	JCTION ENGINEERING												
3.1	Contract Administration	1	19		8	-	-	-	-	-	-	28	\$ 4,447
3.2	Construction Layout and Record Drawings	-	1		2	1	4	8	-	-	-	16	\$ 2,190
3.3	Observation and Documentation	3	9	-	51	-	-	-	-	-	2	65	\$ 9,028
	Construction Engineering Subtotal:	4	29	-	61	1	4	8	-		2	109	\$ 15,665
	PROJECT TOTAL:	6	55		110	7	12	8	6	20	7	231	33,248

DIRECT EXPENSES										
Printing =	\$ 250									
Mileage =	\$ 675									
Material Testing =	\$ -									
Environmental Assessment =	\$ -									
DIRECT EXPENSES =	\$ 925									

LABOR SUMMARY	
Engineering Expenses =	\$ 25,016
Surveying Expenses =	\$ 4,004
Drafting Expenses =	\$ 3,668
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 33,248

TOTAL EXPENSES = \$ 34,173

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## EXHIBIT 4 ANTICIPATED PROJECT SCHEDULE

PAVILLION ROAD STREAMBANK STABILIZATION UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL June 13, 2017

WORK		Year:		2017														2018																	
ITEM		Month:			July			Αι	ugust	t	Se	ptem	nber		0	ctober			Nove	mber		De	cemb	er		Ja	anua	ry		Fel	oruary	/	ı	/larch	
NO.	WORK ITEM	Week Starting:	3	10	17	24 3	1 7	7 14	1 21	28	4	11 1	18 2	5 2	9	16 2	3 30	6	13	20	27	4 1	1 18	3 25	1	8	15	22	29	5 12	19	26	5 1	2 19	26
FINAL D	ESIGN ENGINEERING																																		
2.1	Project Management and Administration																																		
2.2	Project Meetings																																		
2.3	Final Plans, Specifications and Estimates																																		
2.4	Permitting																																		
2.4	Bidding and Contracting																																		
CONSTR	UCTION ENGINEERING																																		
3.1	Contract Administration																																		
3.2	Construction Record Drawings																															ТВ	D		
3.3	Observation and Documentation																																		

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

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



### **Engineering Enterprises, Inc.**

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



## **United City of Yorkville**

800 Game Farm Road Yorkville, IL 60560 630-553-4350 DATE:

JUNE 2017

PROJECT NO.:

YO1722

BY:

MJT

PATH:

H:GISIPUBLICIYORKVILLE2017A

FILE:YO1722 EXHIBIT 6 Location.MXD

## EXHIBIT 6 LOCATION MAP

UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS











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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2017-48

### **Agenda Item Summary Memo**

Title: Kennedy Road Share	ed-Use-Path - ITEP	
Meeting and Date: City C	Council – June 27, 2017	
Synopsis: Consideration o	f BNSF License Agreement	
<b>Council Action Previously</b>	Taken:	
Date of Action: PW 06/20/	Action Taken: Move	ed forward to CC agenda
Item Number: PW 2017-4	8	
Type of Vote Required:		
<b>Council Action Requested</b>	: Consideration of Approval	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item Notes	:



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Erin Willrett, Assistant City Administrator

Lisa Pickering, Deputy City Clerk

Date: June 14, 2017

Subject: Kennedy Road Shared-Use Path (ITEP) – BNSF Agreement

The purpose of this memo is to present the BNSF License Agreement for Bicycle Path/Pedestrian Walkway.

### **Background:**

The City has identified the need for a multi-use path on the east side of Kennedy Road which will link the multi-use path along Rt 47 and Steven G. Bridge Park. The construction of the path will connect the Kennedy Road path with other regional trails throughout the Fox Valley and beyond. Within the limits of the proposed Kennedy Road multi-use path is a railroad crossing at the tracks belonging to BNSF.

BNSF is requiring a license agreement for the use of the path crossing at the railroad.

### **Questions Presented:**

Should the City approve the license agreement with BNSF?

### **Discussion:**

The contract fee is \$3,700 for the license and in addition the insurance requirements must be met.

The City Attorney and Insurance Agent recommend participating in the BNSF's Railroad Protective Liability Policy for \$575. The insurance requirement is project specific and is needed for this particular rail crossing.

The City Attorney has reviewed the agreement and has found it to be acceptable.

We are recommending that the City consider approving the agreement to continue moving forward with the project.

### **Action Required:**

Consideration of approval of the BNSF license agreement.



Jones Lang LaSalle Brokerage, Inc. 4200 Buckingham Road, Suite 110 Fort Worth, Texas 76155 tel +1 817-230-2600

June 8, 2017

United City of Yorkville Attention: Mr. Bart Olson 800 Game Farm Road Yorkville. Illinois 60560 17-57274

Dear Mr. Olson:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and <u>return both copies with original signature</u> for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

A check in the amount of \$3,700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

- 1. A Certificate of Insurance as required in the agreement.
- 2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$575.00 with your check.

### PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

### Vicki Norman

Vicki Norman Senior Manager Permits Attachment

### LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY

THIS LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY ("License"), is made to be effective \_\_\_\_\_\_, 2017 (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor"), and UNITED CITY OF YORKVILLE, ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

#### **GENERAL**

- 1. <u>Grant of License</u>. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), a pedestrian walkway/ bicycle path (the "**Trail**") across or along Licensor's rail corridor at or near Bristol, County of Kendall, State of Illinois, Line Segment 0001, Mile Post 44.51 as shown on the attached Drawing No. 69202, dated March 17, 2017, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
- 2. <u>Term.</u> This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
- Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
- 4. <u>Use of the Premises</u>. Licensee shall use the Premises solely for construction, maintenance and use of the Trail in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
- 5. <u>Alterations</u>. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent

### **COMPENSATION**

- 6. <u>License Fee</u>. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700) as compensation for the use of the Premises.
- 7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, or the presence, construction and maintenance of the Trail including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal

authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

### LICENSOR'S RESERVED RIGHTS

- 9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
  - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Trail) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
- 10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Trail, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Trail as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of Trail the or the construction of a new Trail to replace the Trail. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Trail promptly upon Licensor's request.

#### LICENSEE'S OPERATIONS

- 11. Construction and Maintenance of the Trail.
  - 11.1 Licensee shall notify Licensor's Roadmaster, at 301 Park Street, Earlville, Illinois, 61523, telephone (815) 246-9752 (Office) or (817) 301-9052 (Cell), at least ten (10) business days prior to entry onto the Premises for construction of the Trail and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 11.4 Any contractors or subcontractors performing work on the Trail or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
  - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee

has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- Licensee shall, at its sole cost and expense, construct and maintain the Trail in such a manner and of such material that the Trail will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Trail shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Trail or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- Licensor may direct one or more of its field engineers to observe or inspect the construction and/or 11.7 maintenance of the Trail at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Trail by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Trail, it being solely Licensee's responsibility to ensure that the Trail is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

### 12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Trail by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Trail. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Trail and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than twenty-six (26) inch diameter and at a depth less than ten (10) feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
  - 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
  - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

### LIABILITY AND INSURANCE

- 13. Liability and Indemnification.
  - 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
  - 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
    - 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
    - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
    - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
    - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
    - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
  - 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH

CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
- 14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
- 15. <u>Insurance</u>. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
  - 15.1 <u>Commercial General Liability Insurance</u>. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
    - Bodily Injury and Property Damage
    - Personal Injury and Advertising Injury
    - Fire legal liability
    - Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any
  work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.

- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor employees.

No other endorsements limiting coverage may be included on the policy with regard to the work being performed under this License.

- 15.2 <u>Business Automobile Insurance</u>. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
  - Bodily injury and property damage
  - Any and all vehicles owned, used or hired
  - Bodily injury and property damage
  - Any and all vehicles owned, used or hired
  - Waiver of subrogation in favor of and acceptable to Licensor.
  - Additional insured endorsement in favor of and acceptable to Licensor.
  - Separation of insureds.
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- 15.3 <u>Workers Compensation and Employers Liability Insurance</u>. This insurance shall include coverage for, but not limited to:
  - Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Trail. THE CONSTRUCTION OF THE TRAIL SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Trail is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
  - Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
  - Endorsed to include the Limited Seepage and Pollution Endorsement.
  - Endorsed to include Evacuation Expense Coverage Endorsement.
  - No other endorsements restricting coverage may be added.
  - The original policy must be provided to the Licensor prior to performing any work or services under this License

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$575.

	ı	<b>elect</b> to	participate in	Licensor's	: Blanket	t Polic	V:
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□ I **elect not** to participate in Licensor's Blanket Policy.

### 15.6 Other Requirements:

- 15.6.1 Where allowable by law all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.
- 15.6.4 Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five (5) years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

### **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

- 16. Compliance with Laws, Rules, and Regulations.
  - 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Trail and the use of the Premises.
  - 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website www.BNSFcontractor.com" (the "Safety Orientation") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
  - Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Trail and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
  - 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
  - 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Trail in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
  - 16.6. While this License is personal to Licensee and its invitees, it is recognized that the Trail may be used by unauthorized persons, and Licensee agrees that for the purposes of this License all persons using the Trail shall be deemed the agents or invitees of Licensee.

### 17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Trail on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Trail which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

### **DISCLAIMER OF WARRANTIES**

#### 18. No Warranties.

- 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS 18.2 OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED LICENSEE WHETHER NOT HEREUNDER TO OR (B) OR LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE TRAIL WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

- 19. <u>Disclaimer of Warranty for Quiet Enjoyment</u>. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
- 20. <u>Eviction at Risk of Licensee</u>. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

### **LIENS**

21. <u>Liens and Charges</u>. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

### **DEFAULT, TERMINATION, AND SURRENDER**

- 23. <u>Default and Termination</u>. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
  - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
  - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
  - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
  - In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

### 24. Surrender of the Premises.

21.1 This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.

21.2. If Licensee fails to surrender the Premises to Licensor upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination

### **MISCELLANEOUS**

25. <u>Successors and Assigns</u>. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

### Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
- 27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:

Jones Lang LaSalle Brokerage, Inc.

4200 Buckingham Road, Suite 110

Fort Worth, TX 76155 Attn: Permits/Licenses

with a copy to:

**BNSF Railway Company** 

2301 Lou Menk Dr. - GOB - 3W

Fort Worth, TX 76131

Attn: Senior Manager Real Estate

If to Licensee:

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

- 28. <u>Survival</u>. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Trail and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
- 29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
- 30. <u>Applicable Law.</u> All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
- 31. <u>Severability</u>. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
- 32. <u>Integration</u>. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
- 33. <u>Joint and Several Liability</u>. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 34. <u>Waiver</u>. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
- 35. <u>Interpretation</u>.
  - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
  - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible

form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

- 36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
- 37. <u>Licensor's Representative</u>. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

### LICENSOR:

Ву:	Jones Lang LaSalle Brokerage, Inc., 4200 Buckingham Road, Suite 110 Fort Worth, TX 76155
Ву:	

### LICENSEE:

### **United City of Yorkville**

Title:

Date:

800 Game Farm Road Yorkville, Illinois 60560

**BNSF RAILWAY COMPANY** a Delaware corporation

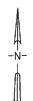
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# **EXHIBIT "A"**

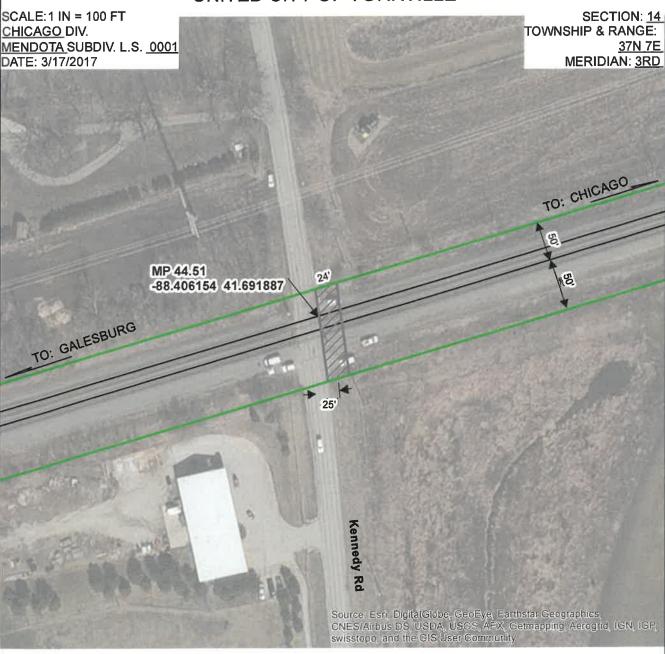
ATTACHED TO CONTRACT BETWEEN

BNSF RAILWAY COMPANY

AND



## UNITED CITY OF YORKVILLE



## LEGEND:

PREMISES

RIGHT OF WAY LINE

- TRACK

AT BRISTOL COUNTY OF KENDALL

### **DESCRIPTION:**

A NEW 24' WIDE PEDESTRIAN CROSSING SHOWN HATCHED. DOT # N/A

STATE OF IL

XLR



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2017-38

## **Agenda Item Summary Memo**

mu 2017 D 14	Datter Dood- Duran	Additional Work
Title: 201/ Koad to	Better Roads Program –	Additional Work
<b>Meeting and Date:</b>	City Council – June 27	, 2017
Synopsis: Review of	of D Construction Propos	al
<u> </u>		<del></del>
<b>Council Action Pre</b>	viously Taken:	
Date of Action: PW	06/20/17 Action 7	Taken: Moved forward to CC agenda
Item Number: PW	2017-38	
Type of Vote Requi	red:	
Council Action Req	uested: Consideration o	f Approval
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda	a Item Notes:



# 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: June 13, 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.

As directed by the Committee, we obtained a quote from D Construction to perform additional street work. The proposed additional work is summarized as follows:

- o Walsh Drive (Greenbrier to W. Barberry Circle)
- o Spring Street (Quinsey to McHugh)
- o High School Parking Lot (City Portion)
- o Fox Road (Patching)
- o White Oak Way (Patching)
- o Town Square Park

The following areas were also included in the quote from D and are being funded separately:

- o Main Street Parking Lot
- o Parks and Rec Admin Building
- o Old Second Bank Parking Lot

As a reminder, that due to the fact the existing contract between the City and D Construction utilizes MFT funds, we are unable to add additional streets via change order to the original contract.

### **Questions Presented:**

Should the City approve the additional street work and quote from D Construction?

### **Discussion:**

D Construction, Co. has held their prices from the originally bid project work. There was only one new pay item that is necessary to construct the new work. The unit price for the new item is reasonable.

### **Action Required:**

Consideration of approval for additional RTBR work with D Construction.



### General Contractor

# "D" Construction, Inc.

1488 South Broadway • Coal City, IL 60416 Office (815) 634-2555 • FAX (815) 634-8748

United City of Yorkville 610 Tower Lane Yorkville, IL 60560 Attn: Michael R. Brouch

June 12, 2017

Re: 2017 MFT - Inlet Adjust AUP

Gentlemen:

In reference to the above captioned project, it is our pleasure to quote you on additional paving work.

DESCRIPTION	Bid Quantity	Unit	Unit Price	Amount	
INLET ADJ W/NEW F&G TY 3	8.0	EA	\$850.00	\$6,800.00	
			TOTAL	\$6.800.00	

### Qualifications: PLEASE NOTE

- \* Sales tax is not included in the above work. A tax exempt number will be required or sales taxes will be added to the final invoice.
- \* We have not included any layout, engineering, nor testing.
- \* Our work is limited to the items described above.
- \* The above items of work are quoted as a package and may not be separated without prior approval by "D" Construction, Inc.
- \* Final billing shall be based upon the actual quantities of work performed at the unit prices quoted above.
- \* If the surface is to placed at a later date, the patching, cleaning, tack coat of the binder course will be extra.
- \* Our price is based on the work being done in one continuous operation and completed by November 15, 2016.
- \* We must have a signed contract within 30 days in order to hold these prices.
- \* Terms of payment will be agreed upon before any work is started.

Respectfully submitted,

17-00047

"D" Construction, Inc.





General Contractor

1488 South Broadway • Coal City, IL 60416 Office (815) 634-2555 • FAX (815) 634-8748

United City of Yorkville 610 Tower Lane Yorkville, IL 60560 Attn: Michael R. Brouch

June 12, 2017

Re: 2017 MFT - Additional Work

### Gentlemen:

In reference to the above captioned project, it is our pleasure to quote you on additional paving work.

	Bid			. "
DESCRIPTION	Quantity	Unit	Unit Price	Amount
BIT MATL TACK COAT	16406.0	GAL	\$0.01	\$164.06
	338.0	SY	\$9.00	\$3,042.00
		TON	\$80.00	\$0.00
	975.0	TON	\$55.00	\$53,625.00
	1625.0	TON	\$55.00	\$89,375.00
		TON	\$90.00	\$0.00
	56.0	SY	\$20.00	\$1,120.00
	56.0	SY	\$66.00	\$3,696.00
PCC SW REM	3898.0	SF	\$2.00	\$7,796.00
PCC SW 5"	3914.0	SF	\$6.50	\$25,441.00
DET WARNINGS	382.0	SF	\$25.00	\$9,550.00
HMA SURF REM 1.5"	3239.0		\$1.25	\$4,048.75
HMA SURF REM 2.5"	14120.0			
CL D PATCH 4"	1856.0			\$61,248.00
COMB C&G R&R	750.0			\$26,250.00
MH TO BE ADJ W/NEW F&L TY1	2.0	EA		\$1,700.00
SAN MH TO BE ADJ W/NEW F&L TY1				\$5,000.00
	2.0			
VALVE BOX TO BE ADJ				
RESTORATION	521.0			
AGG WEDGE SHOULDER TY B				\$0.00
SEAL COAT W/ CRACK ROUTING & F	FILL			\$0.00
RAILROAD PORT LIAB INS				
THPL PVT MRK L&S	48.0			
THPL PVT MRK LINE 4"	8152.0			
THPL PVT MRK LINE 6"				
LB MM N50 PARKING LOT	557.0			
HMA SC MIX D N50 PARKING LOT	557.0	TON	\$58.00	\$32,306.00
	BIT MATL TACK COAT HMA SURF REM BJ LB HM N50 LB MM N50 HMA SC MIX D N50 INCIDENTAL HMA SURF PCC DRWY REM PCC DRWY REM PCC SW REM PCC SW 5" DET WARNINGS HMA SURF REM 1.5" HMA SURF REM 2.5" CL D PATCH 4" COMB C&G R&R MH TO BE ADJ W/NEW F&L TY1 INL TO BE ADJ VALVE BOX TO BE ADJ RESTORATION AGG WEDGE SHOULDER TY B	BIT MATL TACK COAT 16406.0 HMA SURF REM BJ 338.0 LB HM N50 LB MM N50 975.0 HMA SC MIX D N50 1625.0 INCIDENTAL HMA SURF PCC DRWY REM 56.0 PCC DRWY REPL 6" 56.0 PCC SW REM 3898.0 PCC SW 5" 3914.0 DET WARNINGS 382.0 HMA SURF REM 1.5" 3239.0 HMA SURF REM 2.5" 14120.0 CL D PATCH 4" 1856.0 COMB C&G R&R 750.0 MH TO BE ADJ W/NEW F&L TY1 2.0 SAN MH TO BE ADJ W/NEW F&L TY1 5.0 INL TO BE ADJ 2.0 VALVE BOX TO BE ADJ RESTORATION 521.0 AGG WEDGE SHOULDER TY B SEAL COAT W/ CRACK ROUTING & FILL RAILROAD PORT LIAB INS THPL PVT MRK LINE 4" 8152.0 THPL PVT MRK LINE 4" 8152.0	BIT MATL TACK COAT         16406.0         GAL           HMA SURF REM BJ         338.0         SY           LB HM N50         TON           LB MM N50         975.0         TON           HMA SC MIX D N50         1625.0         TON           INCIDENTAL HMA SURF         TON           PCC DRWY REM         56.0         SY           PCC DRWY REPL 6"         56.0         SY           PCC SW REM         3898.0         SF           PCC SW 5"         3914.0         SF           DET WARNINGS         382.0         SF           HMA SURF REM 1.5"         3239.0         SY           HMA SURF REM 2.5"         14120.0         SY           CL D PATCH 4"         1856.0         SY           COMB C&G R&R         750.0         FT           MH TO BE ADJ W/NEW F&L TY1         2.0         EA           INL TO BE ADJ         2.0         EA           INL TO BE ADJ         EA           VALVE BOX TO BE ADJ         EA           RESTORATION         521.0         SY           AGG WEDGE SHOULDER TY B         TON           SEAL COAT W/ CRACK ROUTING & FILL         SY           RAILROAD PORT LIAB INS         LS	DESCRIPTION   Quantity   Unit   Price



"D" Construction, Inc.

**General Contractor** 

1488 South Broadway • Coal City, IL 60416 Office (815) 634-2555 • FAX (815) 634-8748

29 HMA SURF REM 3" PARKING LOT	6451.0	SY	\$2.50	\$16,127.50
30 HMA SURF REM 4" PARKING LOT		SY	\$2.60	\$0.00
31 CRACK SEALING	7710.0	FT	\$2.72	\$20,971.20
32 HMA SURF REM VAR DEPTH SPL		SY	\$5.00	\$0.00
33 INLET ADJ W/NEW F&G TY 3	8.0	EA		\$0.00
ONLINE LANDO ANTAL A LOG LI O				

TOTAL \$448,057.47

# Qualifications: PLEASE NOTE

- \* Sales tax is not included in the above work. A tax exempt number will be required or sales taxes will be added to the final invoice.
- \* We have not included any layout, engineering, nor testing.
- \* Our work is limited to the items described above.
- \* The above items of work are quoted as a package and may not be separated without prior approval by "D" Construction, Inc.
- \* Final billing shall be based upon the actual quantities of work performed at the unit prices quoted above.
- \* If the surface is to placed at a later date, the patching, cleaning, tack coat of the binder course will be extra.
- \* Our price is based on the work being done in one continuous operation and completed by November 15, 2017.
- \* We must have a signed contract within 30 days in order to hold these prices.
- \* Terms of payment will be agreed upon before any work is started.

Respectfully submitted,

D" Construction, Inc

17-00047

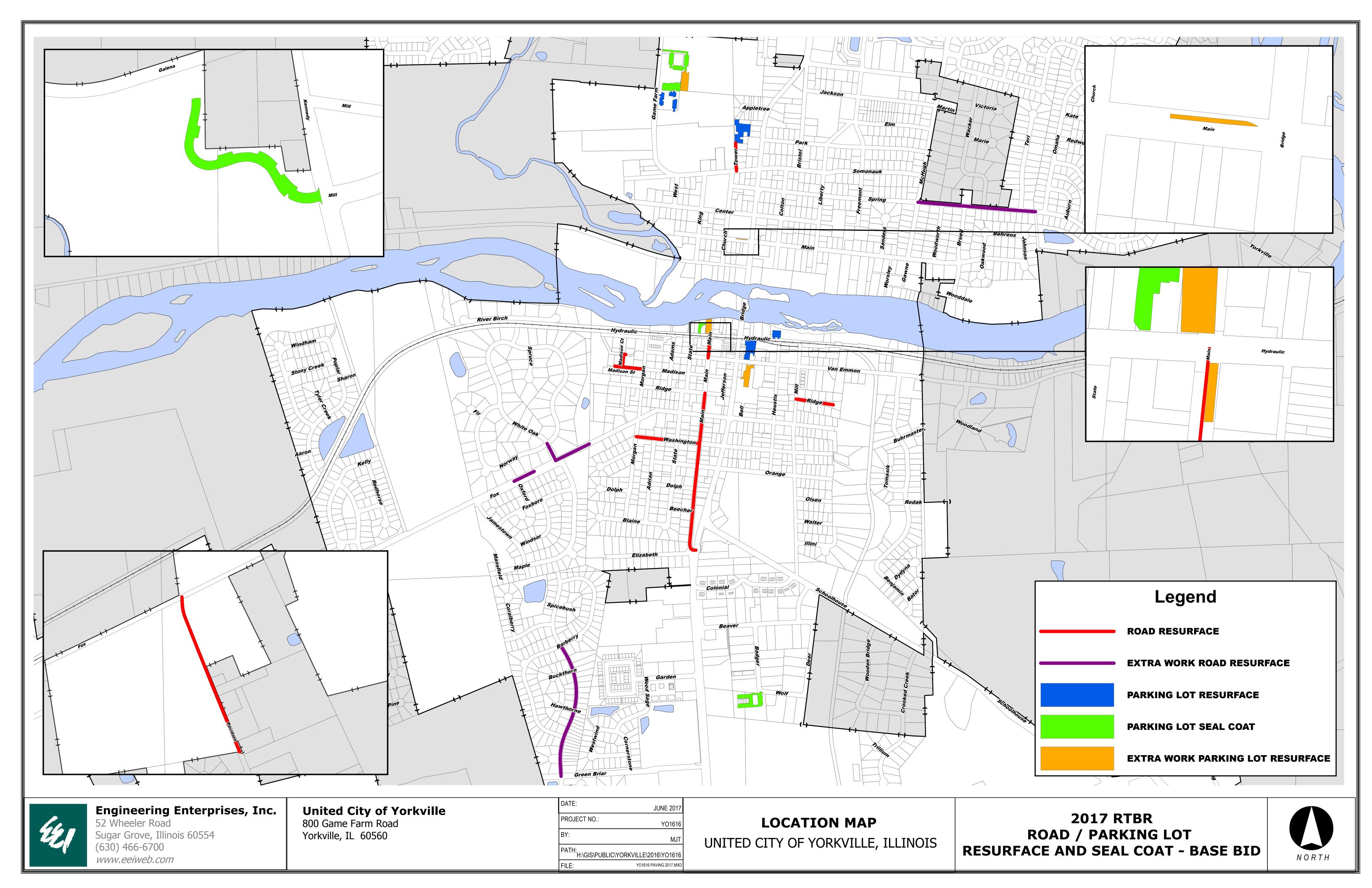
RTBR		
FY18 RTBR Budget	\$ 700,000.00	
FY 18 Construction Engineering and Testing	\$ 50,000.00	
FY 19 RTBR Design Engineering	\$ 35,000.00	
FY 18 Construction Budget	\$ 615,000.00	
Current Estimate based on Bid w/o TIF Projects	\$ 547,835.88	
	\$ 67,164.12	AMOUNT UNDER BUDGET
Total Bid - Entire Project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

	\$ 482,500.00	Sub-total
Contingency	\$ 33,000.00	
Additional Design/Construction Engineering	\$ 20,000.00	
Pavillion Road Streambank Stabilization	\$ 50,000.00	Design / Construction (\$50k - FY18 and \$75k FY19)
Town Square Parking	\$ 4,000.00	Overlay
White Oak Way	\$ 19,000.00	Full Mill & Overlay
Fox Road	\$ 28,000.00	Full Mill & Overlay
High School Parking Lot Portion	\$ 51,000.00	Full Mill & Overlay
Spring Street (Quinsey to McHugh)	\$ 91,500.00	Full Mill & Overlay
Walsh Drive (Greenbrier to W. Barberry Circle)	\$ 186,000.00	Full Mill & Overlay

Potential Projects

### **TIF Project Summary**

	Sub-total \$	135,000.00	
Parks and Rec Admin Parking Lot	\$	13,000.00	Overlay
Old Second Bank Parking Lot	\$	57,500.00	Full Mill & Overlay
Main Street Parking	\$	4,500.00	Overlay
Riverfront Park Parking Lot	\$	25,000.00	Full Mill & Overlay (Included in base RTBR Contract)
East Alley Parking Lot	\$	35,000.00	Full Mill & Overlay (Included in base RTBR Contract)





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

Agenda Item Number
Planning & Zoning Commission #1
Tracking Number
PZC 2017-05

## Agenda Item Summary Memo



# Memorandum

To: City Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: June 21, 2017

Subject: Kendall County Case #17-09 – Semper Fi (1.5 Mile Review)

Special Use for a Proposed Landscape Waste Compost Facility

1996 Cannonball Trail

### **Proposal Summary:**

Staff has reviewed the request from Kendall County Planning & Zoning Department along with the subsequent documents attached. This subject property is located within one and a half miles of the planning boundary for Yorkville allowing us the opportunity to review and provide comments to Kendall County. The petitioner, Semper Fi Land, Inc. (Robert Velazquez), is requesting Special Use authorization from Kendall County to operate a landscape waste composting facility on an approximately 5.2-acre parcel located about half (1/2) mile south of Galena Road in Bristol Township. The location of the proposed compost operation will be at 1996 Cannonball Trail.

According to information obtained from the County and a meeting staff had with the petitioner, the property is currently zoned A-1 Agricultural District and has an existing special use permit to operate a landscaping business. All of the surrounding properties are within the City of Yorkville's corporate boundary and zoned R-2 Single Family or R-2D Two-Family Attached residential. A mixed use residential development called Bristol Ridge, consisting of over 400 single family, duplexes and townhome units was approved by the City in 2006. Although development has yet to occur on this property, all entitlements remain and the owners have recently expressed interest in reviving the project in the near future.

This item was delivered to the City on April 26, 2017 with feedback requested prior to Kendall County Board consideration. This item was heard at the May 2, 2017 Zoning and Platting Advisory Committee conducted by Kendall County but failed to get a formal recommendation. The mater is tentatively scheduled for final consideration by the County Board on June 20, 2017.

### **Plan Commission Recommendation:**

Upon the review by the Planning and Zoning Commission with regards to the proposed future comprehensive plan designation of this property, it was noted that the proposed Comprehensive Plan Update has designated this area for Estate/Conservation Residential – which is inconsistent with the proposed special use requested. Additionally, the Commission expressed <u>some objections</u> to the petitioners' request since the use will be wholly surrounded by a future residential development and may require further conditions from the County's standards to address odors and additional paving on the site to reduce truck traffic on gravel surfaces entering and exiting off of Cannonball Trail.

Therefore, it was the recommendation of the Planning and Zoning Commission that the City Council file a *formal objection* to Kendall County regarding the petition with the following vote:

### **Action Item:**

Harker-aye; Olson-aye; Horaz-aye; Goins – aye; Marcum-aye

5 ayes; 0 no

### **Attachments:**

- 1. Staff memorandum to the Planning and Zoning Commission dated May 19, 2017.
- 2. Kendall County Planning and Zoning Memo with Attachments.

# Memorandum



To: Planning and Zoning Commission

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

Date: May 19, 2017

Subject: Kendall County Case #17-09 – Semper Fi (1.5 Mile Review)

Special Use for a Proposed Landscape Waste Compost Facility

1996 Cannonball Trail

### **Proposal Summary**

Staff has reviewed the request from Kendall County Planning & Zoning Department along with the subsequent documents attached. This subject property is located within one and a half miles of the planning boundary for Yorkville allowing us the opportunity to review and provide comments to Kendall County. The petitioner, Semper Fi Land, Inc. (Robert Velazquez), is requesting Special Use authorization from Kendall County to operate a landscape waste composting facility on an approximately 5.2-acre parcel located about half (1/2) mile south of Galena Road in Bristol Township. The location of the proposed compost operation will be at 1996 Cannonball Trail.

According to information obtained from the County and a meeting staff had with the petitioner, the property is currently zoned A-1 Agricultural District and has an existing special use permit to operate a landscaping business. All of the surrounding properties are within the City of Yorkville's corporate boundary and zoned R-2 Single Family or R-2D Two-Family Attached residential. A mixed use residential development called Bristol Ridge, consisting of over 400 single family, duplexes and townhome units was approved by the City in 2006. Although development has yet to occur on this property, all entitlements remain and the owners have recently expressed interest in reviving the project in the near future.

The petitioner currently resides in a detached single family house on the property. As proposed, the petitioner plans to collect only landscape and yard waste on the site, and no food or organic waste material will be permitted. The majority of the waste (approximately 85%) will be turned into mulch with the



remainder converted into compost material. It is estimated the proposed landscape waste and composting operation would receive between 100 to 150 cubic yards per day with a daily maximum of 250 cubic yards. All truck traffic entering and exiting the property will be monitored by the petitioner to ensure that only clean waste materials are deposited onsite. There will be between 2 to 5 employees assisting with daily operations at the proposed landscape waste and composting facility during the hours of 7:00 am to 3:00 pm, Monday through Friday. While some heavy equipment will be utilized as part of the proposed composting operation, such as a tub grinder, wheel loader and skid loader, the petitioner will be restricted to a maximum dbA of 65 during the day time (7:00 am - 10:00 pm) and 55 dbA during nighttime hours (10:00 pm to 7:00 am). Parking for the proposed use can be adequately accommodated on the property and access for the truck traffic will come from Cannonball Trail via a gravel driveway path installed on the southern portion of the site. All vehicles and equipment will be stored inside a building when not in use and additional evergreen trees have already been installed by the petitioner for screening where the bulk of the proposed operations will occur. Further details of the proposed operation and site plan has been provided in the attached Kendall county staff report and petitioner application prepared by Deigan & Associates, LLC, environmental consultants.

The proposed use is similar to a previously approved landscape waste composting facility located in the southeast quadrant of Galena and Beecher Roads. The Green Organics facility has approximately 9.5-acres dedicated to the composting operation and processes between 150,000 cubic yards to 175,000 cubic yards of landscaping material annually. Green Organics also is situated adjacent to an approved residential development that has yet to begin construction.

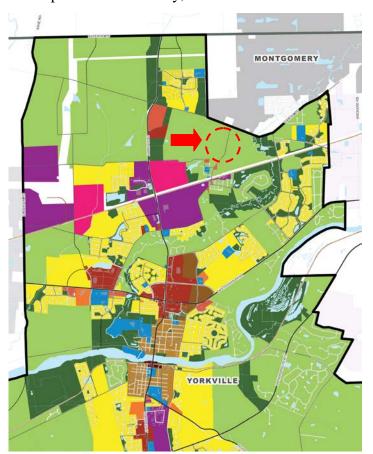
Kendall County's Land Resource Management Plan designated the future land use for this property as Planned Rural Residential which has a maximum density of 0.6 dwelling units per acre. According to the LRMP, the Planned Rural Residential land use category promotes largelot, low-density detached single-family residential development. Additionally, the district strives

to provide a semi-rural or countryside setting, retaining a greater amount of open space with compatible governmental, educational, religious, and recreational uses also permitted in these areas.

### **Yorkville Comprehensive Plan**

The recently updated Yorkville Comprehensive Plan has the future land use designation of the subject property as Estate/Conservation Residential (ECR). This land use designation is intended to provide flexibility for residential design to accommodate low-density detached single-family housing but also support retaining and enhancing sensitive environmental and scenic features of the land.

Furthermore, the Comprehensive Plan envisions properties designated within the Estate/Conservation Residential to serve as



transitions between more traditional suburban neighborhoods and agricultural zones and as a place identifiable by its scenic views, tree masses and environmental features.

### **Staff Recommendation & Comments**

Staff has reviewed the petitioner's request and the Kendall County staff report which has detailed conditions as the use, operation, personnel, noise/dust/order/vector controls, as well as water and soil quality standards and have no substantial objections to the request. Staff had recommended the petitioner incorporates a paved or compacted driveway surface in the plan for truck traffic entering and existing off of Cannonball Trails into the site to further reduce dust and rock debris on Cannonball Trail at the entrance of the property. According to the Kendall County Senior Planner, the petitioner has agreed to pave the western 30 feet of the driveway off of Cannonball Trail.

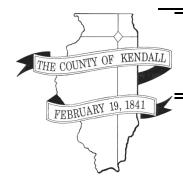
Staff also recommended since the proposed compost facility will be located adjacent to a potential future residential development, that the petitioner stipulates that upon such time any new residential dwelling unit is permitted for construction and occupancy is established for at least sixty (60) days in the City of Yorkville within one-eighth (1/8) mile of the subject property, the City will notify the owner/operator to establish a timeframe for closure of the composting facility within three (3) years and require a closure plan be developed and submitted to the City and IEPA in compliance with Section 830.213 Standards for Compost Facilities of the Illinois Environmental Protection Act. This is also the condition placed on the Green Organics property as part of their Special Use authorization. Per staff's recent discussion with Kendall County, the Special Use hearing officer agreed with this condition and has included this stipulation as part of the draft approving ordinance.

Finally, with regards to adherence to the designated future land use, both the Kendall County and City of Yorkville future land use plans envisioned the subject property as residential, rural in character with elements of conservation design. It is staff's opinion that the use of the property for a landscape waste and compost facility operation is transitional until large planned residential development moves to this area. Furthermore, since the request is for Special Use approval, any change in scope, intensity or size of the proposed landscape waste and compost operation will require an amendment, public hearing and notification by Kendall County.

Staff will be available to answer any questions the Planning and Zoning Commission may have regarding the County Petition. This item was delivered to the City on April 26, 2017 with feedback requested prior to Kendall County Board consideration. This item was heard at the May 2, 2017 Zoning and Platting Advisory Committee conducted by Kendall County with final consideration heard by the County Board on June 20, 2017.

### **Attachments:**

- 1. Kendall County Planning and Zoning Memo with Attachments.
- 2. http://www.co.kendall.il.us/wp-content/uploads/Petition 17-09.pdf



# **DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203 Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

# Petition 17-09 Semper Fi Land, Inc. (Robert Velazquez) A-1 Special Use – Composting of Landscape Waste

### **INTRODUCTION**

Semper Fi Land, Inc., on behalf of Robert Velazquez, submitted a petition for a special use permit to operate a composting of landscape waste facility at 1996 Cannonball Trail. In 2012, the petitioner received a special use permit to operate a landscape business and residence at the subject property (Ordinance 2012-23).

### SITE INFORMATION

PETITIONER Semper Fi Land, Inc. (Robert Velazquez)

ADDRESS 1996 Cannonball Trail

LOCATION On the East Side of Cannonball Trail about 0.5 Miles South of Galena Road



TOWNSHIP Bristol

PARCEL # 02-15-101-003

LOT SIZE 5.2 acres

EXITING LAND Residential/Agricultural USE

ZONING A-1 Agricultural District with a Special Use Permit

LRMP

Land Use	County: Planned Rural Residential (Max 0.6 Du/Ac) United City of Yorkville: Estate/Conservation Residential
Roads	Cannonball Trail is a County Road classified as a Major Collector Road
Trails	A multi-use trail is shown on the East Side of Cannonball Trail
Floodplain/ Wetlands	There are no wetlands or floodplain on the property.

### **REQUESTED** ACTION

A-1 Special Use to Operate a Composting of Landscape Waste

# REGULATIONS

APPLICABLE Section 7.01 D.16 – A-1 Special Uses – Permits Composting of Landscape Waste and Food Waste with the following stipulations:

- The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- 9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to 73,280 pounds.
- 11. The operator shall provide weight receipts to Kendall County.
- 12. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- 13. Other conditions as appropriate for the particular facility. ( *Amended 6/20/2006*)

Section 13.08 – Special Use Procedures

### SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural/Farming	Yorkville (R-2)	Suburban Residential (County)	Yorkville, Montgomery and
			Estate Residential (Yorkville)	A-1
South	Agricultural/Farming	Yorkville (R-2D)	Suburban Residential (County) Estate Residential and Commercial Office (Yorkville)	Yorkville, M-1, B-1, B-2, B-3, R-3 and A-1
East	Agricultural/Farming	Yorkville (R-2)	Planned Rural Residential and Open Space (County) Estate Residential (Yorkville)	Yorkville and A-1
West	Agricultural/Farming	Yorkville (R-2)	Suburban Residential (Estate Residential)	Yorkville, A-1 and R-3

### **PHYSICAL DATA**

### **ENDANGERED SPECIES REPORT**

EcoCAT Report submitted and consultation was terminated. The EcoCat was included with the Application Materials; see Attachment 5.

### **NATURAL RESOURCES INVENTORY**

LESA score was 169 indicating a low level of protection. The NRI was included with the Application Materials; see Attachment 5.

### **ACTION SUMMARY**

### **BRISTOL TOWNSHIP**

Petition information was sent to Bristol Township 4.25.17. No comments have been received from Bristol Township.

#### UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville 4.25.17. This matter will be discussed at their June PZC meeting.

### **BUSINESS OPERATION**

The petitioner desires to operate a landscape waste composting business at the subject property. This business would be in addition to the landscaping business that the petitioner currently possesses a special use permit for at the subject property. The owner of Semper Fi Land, Inc., Robert Velazquez, also lives on the subject property.

The petitioner submitted a business plan which is included with the Application Materials; see Attachment 5. As noted on page 5 of the Project Narrative, the petitioner plans to collect only landscape and yard waste and the site, no food waste or organic material will be collected. The majority of the waste (85%) will be turned into mulch with the remainder turned into compost material. The petitioner anticipates receiving approximately 100 to 150 cubic yards per day with a daily maximum of 250 cubic yards. The petitioner plans to monitor all truck loads to ensure that only clean material is deposited onsite. Anticipated equipment on the site include trucks, Morbark 1000 Tub Grinder, a wheel loader and skid loader. The petitioner has a windrow plan (see page 8 of the Project Narrative), and a plan to control dust, odor, noise, and vectors (see page 9 of the Project Narrative). The petitioner also supplied additional information on stormwater and leachate controls; Application Addendum Attachment 6.

Because the petitioner submitted documents at various stages, some of the figures referenced in the application materials may be numbered differently.

Per 415 ILCS 5/3.270, "landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

The proposed business will have between 2 and 5 employees.

The petitioner was agreeable to addressing Staff's concerns regarding hours of operation, tub grinder operation, noise restrictions, and capping the amount of material received. The details of a host agreement need to be finalized.

### **BUILDING CODES**

No new buildings are planned as a result of this proposal. Any new structures constructed would be required to follow applicable building codes.

### **ACCESS**

The property fronts Cannonball Trail. The petitioner plans to install a gravel driveway south of the lawn; see Attachments 7 and 8.

### **TRAILS**

The petitioner already dedicated the necessary ROW for trails as required in the previous special use permit application.

#### DARKING

The petitioner already possesses a small amount of parking near the house and sheds; no additional parking is planned.

### **LIGHTING**

No additional lighting is planned.

### SIGNAGE

On page 5 of the Project Narrative, see Attachment 5, the petitioner outlined the type of signage that will be placed on the property.

### **SCREENING**

All vehicles and equipment that can be moved shall be stored inside a building when not in use. The petitioner installed evergreen to separate the composting facility from the residential use. Additional screen may be required around the property.

### **STORMWATER**

No portion of the property is in a flood area and no wetlands exist on the property.

The petitioner submitted a stormwater management proposal to WBK and this proposal is currently under review.

### RECOMMENDATION

If approved, Staff recommends the following conditions be included in the approving special use ordinance:

- 1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 3:00pm (not 7:00 pm as originally proposed by the petitioner) Monday through Friday. The petitioner does not wish to have Saturday hours. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards or 65 dBA between 7:00am and 10:00pm and 55 dBA between 10:00pm and 7:00am as measured from the property line on receiving residential lands. This restriction shall not apply to noise generated from maintenance vehicles. The noise level shall be measured at the property line. The petitioner agrees that the stricter noise regulations shall apply in cases of conflict.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling. **Frequency of tests?**
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling. **Frequency of tests?**
- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- 9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to 73,280 pounds.
- 11. The operator shall provide weight receipts to Kendall County. Frequency?

- 12. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- 13. Tub grinders located on the property shall operate between the hours of 9:00am and 3:00pm, Monday through Friday.
- 14. The owner of the business allowed by this special use permit shall reside on the premises as his/her primary residence.
- 15. Waste collected on the site shall be clean landscape waste only; no food scrap waste shall be collected onsite.
- 16. The facility will be permitted to take in a maximum 26,000 cubic yards annually.
- 17. The site plan shall be kept on file as **Exhibit X** attached to the ordinance approving the special use permit.
- 18. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility allowed by this special use permit.
- 19. If the business allowed by this special use permit receives any violations or citations from the Illinois Environmental Protection Agency, the business shall submit notifications of violations or citations to the Kendall County Solid Waste Coordinator within 30 days of receipt.
- 20. All vehicles and equipment with wheels shall be stored entirely within an enclosed structure when the business allowed by this special use permit is closed.

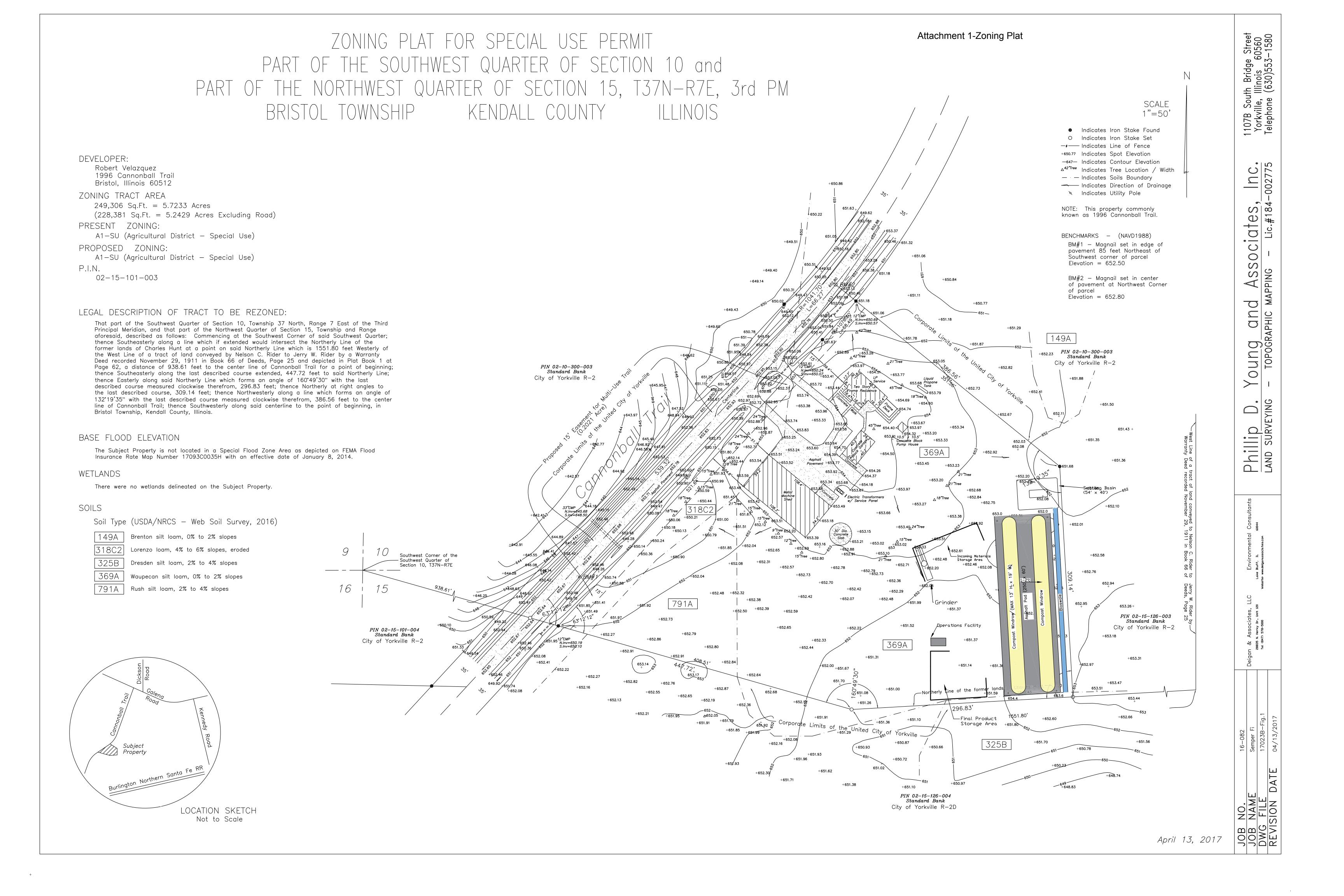
### 21. Host Fee

- 22. The business allowed by this special use permit shall follow all applicable federal, state, and local laws related to the operation of the business.
- 23. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
- 24. The special use permit awarded by this ordinance shall be considered separate from the special use permit awarded by Ordinance 2012-23. Nothing in the special use permit awarded for a composting of landscape waste business removes any obligations the property owner may have as it relates to the requirements of Ordinance 2012-23.
- 25. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

### **ATTACHMENTS**

- 1. Zoning Plat
- 2. Plat of Easement
- 3. Site Operations
- 4. Aerial
- 5. Application Materials (Including Business Plan and Project Narrative, Proof of Ownership, NRI Summary, EcoCat, and Applicant's Version of Findings of Fact)
- 6. Application Addendum (Additional Business Information and Stormwater Information)
- 7. Entrance from Cannonball
- 8. Looking East
- 9. Looking East from Southeast Corner of Grass
- 10. Looking Southeast
- 11. Looking East from Driveway

- 12. Looking South from Driveway13. Looking North from Driveway



state that I have surveyed the attached described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed February 24, 2017. This professional service conforms to the current LEGAL DESCRIPTION: Illinois minimum standard for a boundary survey. That part of the Southwest Quarter of Section 10, Township 37 North, Range 7 East of the Dated April 13, 2017 at Yorkville, Illinois Third Principal Meridian, and that part of the Northwest Quarter of Section 15, Township and Range aforesaid, described as follows: Commencing at the Southwest Corner of said Southwest Quarter; thence Southeasterly along a line which if extended would intersect the Northerly Line of the former lands of Charles Hunt at a point on said Northerly Line which is 1551.80 feet Westerly of the West Line of a tract of land conveyed by Nelson C. Rider to Jerry W. Rider by Illinois Professional Land Surveyor No. 2678 a Warranty Deed recorded November 29, 1911 in Book 66 of Deeds, Page 25 and depicted in (Expires 11/30/18) Plat Book 1 at Page 62, a distance of 938.61 feet to the center line of Cannonball Trail; thence Southeasterly, along the line of the last described course, 39.21 feet to the Southeasterly Right-of-Way Line of Cannonball Trail for a point of beginning; thence Jerry W. Rider by Deeds, Page 25 Southeasterly along the last described course, 16.80 feet to a line which is 15.0 feet Southeasterly of and parallel with said Southeasterly Right-of-Way Line; thence Northeasterly, LAND SURVEYOR parallel with said Southeasterly Right-of-Way Line, 514.07 feet; thence Northeasterly, along a CERTIFICATE tangential curve to the left with a radius of 1091.70 feet and being 15.0 feet Southeasterly of YORKVILLE and concentric with said Southeasterly Right-of-Way Line, 69.45 feet to the Northeasterly Line of a Tract conveyed to Robert Velazquez by Special Warranty Deed recorded October 23, 2012 as Document 201200020734; thence Northwesterly, along said Velazauez Tract, 15.0 feet to ಕ್ಕ said Southeasterly Right-of-Way; thence Southwesterly along said Southeasterly Right-of-Way, being a curve the the right with a radius of 1076.70 feet, an arc distance of 68.49 feet; thence Southwesterly, along said Southeasterly Right-of-Way, 521.64 feet to the point of beginning in Bristol Township, Kendall County, Illinois. tract of land conveyed to Nelson recorded November 29, 1911 in Southwest Corner of the Southwest Quarter of Section 10, T37N-R7E Tract conveyed to Robert Velazquez 16 by Special Warranty Deed recorded October 23, 2012 as Document 201200020734 PIN 02-15-101-003 of a t Deed **SCALE** -16.80 Indicates Iron Stake Found Northerly Line of the former lands Indicates Iron Stake Set of Charles Hunt-NOTE: This property is commonly known as 1996 Cannonball Trail. 1551.80

Attachment 2-Plat of

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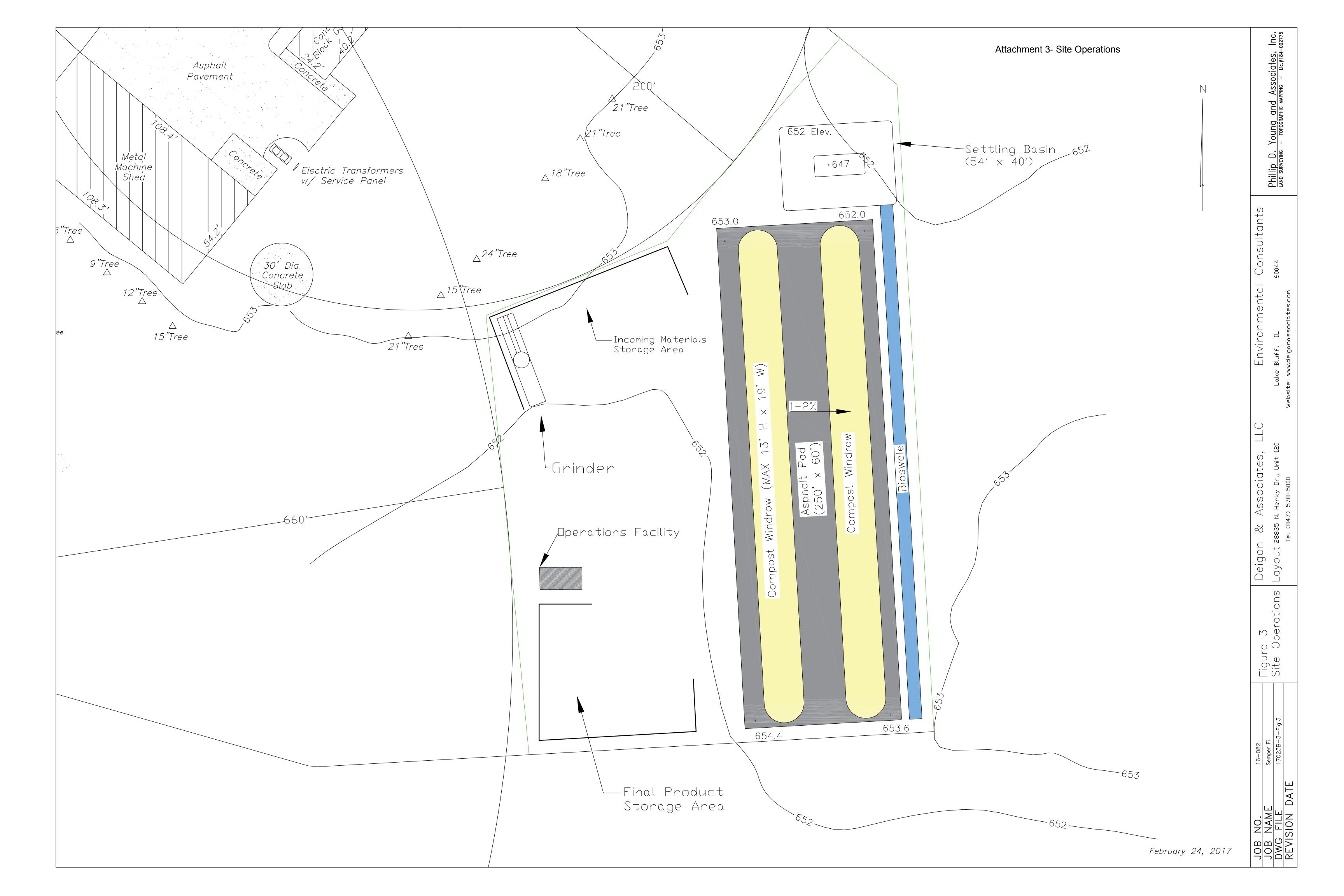
State of Illinois

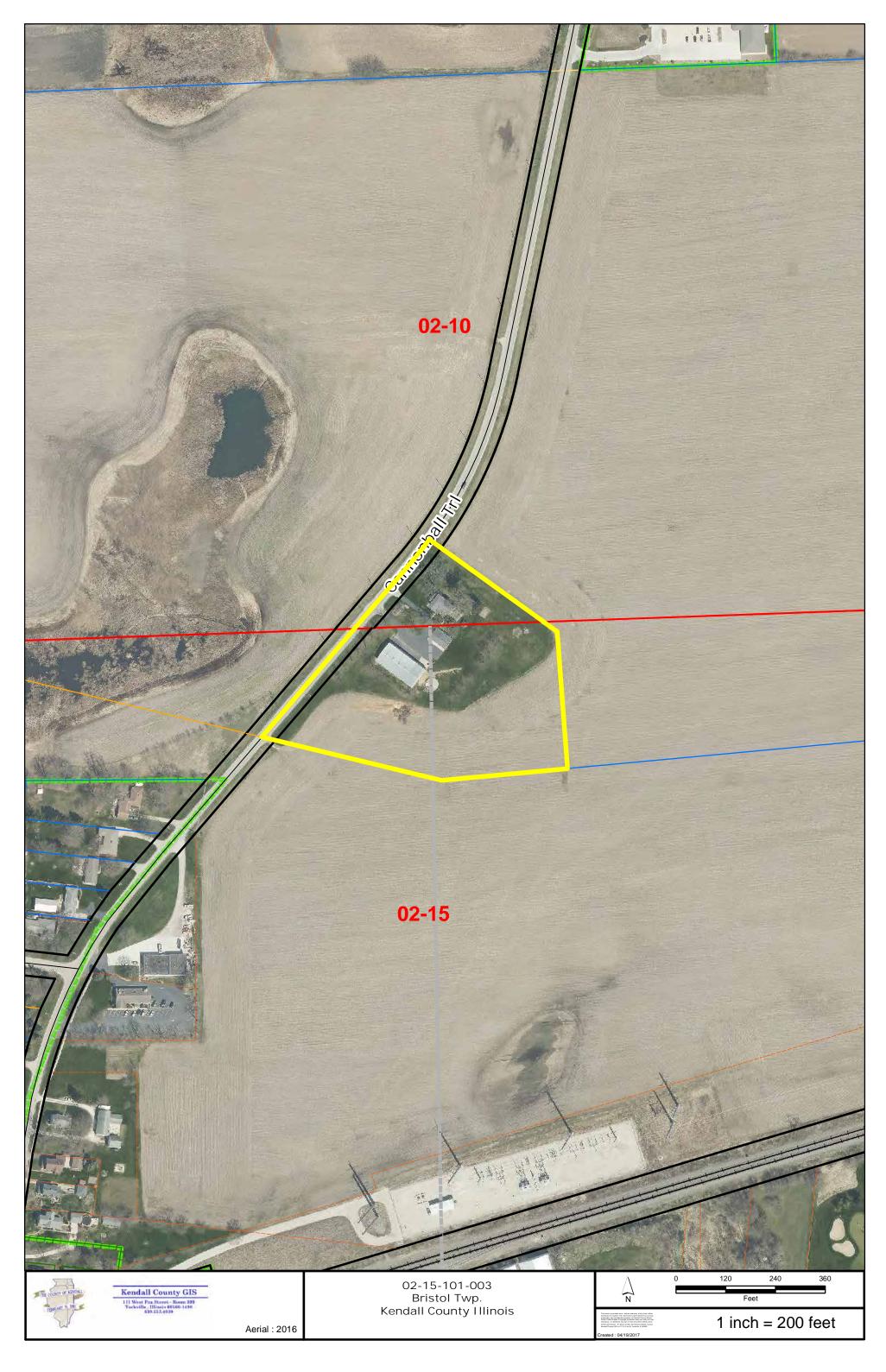
County of Kendall )

SS

I, Phillip D. Young, an Illinois Professional Land Surveyor

and an officer of Phillip D. Young and Associates, Inc.,





# Attachment 5-Application Materials



28835 N Herky Dr. Unit 120 Lake Bluff, Illinois 60044 Phone 847.578.5000 Fax 847.549.3242 www.deiganassociates.com

January 24, 2017

Department of Planning, Building & Zoning Kendall County 111 West Fox Street Yorkville, Illinois 60560

Re: Special Use Application for Compost Facility

Semper Fi Land Inc. 1996 Cannonball Trail

Bristol, Kendall County, Illinois 60512

To Whom It May Concern:

Enclosed for your review is a Special Use application to develop a landscape waste compost facility for Semper Fi Land, Inc. located at 1996 Cannonball Trail in Bristol, Kendall County, Illinois. Please contact the applicant and the undersigned with questions or should your Staff need additional information.

Sincerely, Deigan & Associates, LLC



Steven M. Schilling, P.E. Sr. Project Manager/Sr. Engineer



Gary J. Deigan Principal

Enclosures

# Special Use Application Landscape Waste Compost Facility

## Owner:



# Facility Location: 1996 Cannonball Trail Bristol, Kendall County, Illinois 60512

January 24, 2017

# Submitted to:

Kendall County Department of Planning, Building & Zoning 111 West Fox Street Yorkville, Illinois 60560

# Prepared by:



28835 N Herky Dr. Unit 120 Lake Bluff, Illinois 60044 Phone 847.578.5000 Fax 847.549.3242 www.deiganassociates.com



# DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560 (630) 553-4141 Fax (630) 553-4179

# **APPLICATION**

PROJECT NAME	Semper Fi Compost Facility FI	LE #:	7-09

NAME OF APPLICANT				
Robert Velazquez				
CURRENT LANDOWNER/NAM	E(s)			
Robert Velazquez				
SITE INFORMATION	SITE ADDRESS OR LOCATIO	N	ASSESSOR'S ID NUMBER (PIN)	
ACRES 5.2	1996 Cannonball Trail, Bristo	ol, Illinois	02-15-101-003	
EXISTING LAND USE	CURRENT ZONING	URRENT ZONING LAND CLASSIFICATI		
Ag - Residential	A-1			
REQUESTED ACTION (Check A	All That Apply):			
X_SPECIAL USE	MAP AMENDMENT (R.	ezone to\	/ARIANCE	
ADMINISTRATIVE VARIA	NCE A-1 CONDITIONAL USE	E for: S	ITE PLAN REVIEW	
TEXT AMENDMENT PRELIMINARY PLAT etc.)	RPD (Concept; F FINAL PLAT	Preliminary: Final) AD C	OMINISTRATIVE APPEAL OTHER PLAT (Vacation, Dedication,	
AMENDMENT TO A SPECI				
PRIMARY CONTACT	PRIMARY CONTACT MA		PRIMARY CONTACT EMAIL	
Robert Velazquez	1996 Cannonball Trail,	Bristol, IL		
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FA	X# PRII	MARY CONTACT OTHER #(Cell, etc.	
<sup>2</sup> ENGINEER CONTACT	ENGINEER MAILING AD	DRESS	ENGINEER EMAIL	
Gary Deigan	28835 N. Herky Drive	e, Unit 120, Lake Bluff, IL	ed to the problem	
ENGINEER PHONE #	ENGINEER FAX #		ENGINEER OTHER # (Cell, etc.)	
84 presidente i-				
COUNTY STAFF & BOAF		THROUGHOUT THE PET	JESTION MAY BE VISITED BY TITION PROCESS AND THAT SPONDANCE ISSUED BY	
I CERTIFY THAT THE IN	FORMATION AND EXHIBITS S GE AND THAT I AM TO FILE			
SIGNATURE OF APPLIC	ANT		DATE	
	1. 10 1 16 1		1-24-17	
	FEE PAID:\$_			
	CHECK #			

<sup>1</sup>Primary Contact will receive all correspondence from County

<sup>&</sup>lt;sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants



Project Narrative

Special Use Application – Sempre Fi Land Inc. 1996 Cannonball Trail, Bristol, Kendall County, Illinois Semper Fi Land, Inc. Bristol, Kendall County, Illinois Application for Permit REV – 0 January 24, 2017



### 1.0 Applicant Identification and Location Information

The Special Use Application proposes to utilize the property located at 1996 Cannonball Trail in Bristol, Kendall County, Illinois (the "Site"), depicted in **Figure 1** (the Site Map), as a landscape waste composting facility operated by Semper Fi Land, Inc. (Semper Fi). The property is currently approved for operation as a landscape contracting Co. This special use application would simply allow yard waste to be processed into mulch as an important recycling benefit to managing yard waste. Semper Fi is a veteran-owned small, disadvantaged business enterprise, owned and operated by Mr. Robert Velazquez. Semper Fi has been operating as a business in Kendall County for over 10 years.

Semper Fi has completed the Special Use Application (including the application fee) which is included as an attachment.

According to the Plat of Survey, the legal description of the Site is as follows:

"THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP AND RANGE AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST **OUARTER**: SOUTHWEST CORNER OF SAID SHOUTHEASRTLY ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE NORTHERLY LINE OF THE FORMER LANDS OF CHARLES HUNT AT A POINT ON SAID NORTHERLY LINE WHICH IS 1551.80 FEET WESTERLY OF THE WEST LINE OF A TRACT OF LAND CONVETED BY NELSON C. RIDER TO JERRY W. RIDER BY A WARRANTY DEED RECORDER NOVEMBER 29, 1911 IN BOOK 66 DEEDS, PAGE 25 AND DEPICTED IN PLAT BOOK 1 AT PAGE 62, A DISTANCE OF 938.61 FEET TO THE CENTER LINE OF CANNONBALL TRAIL, FOR A POINT OF BEGINNING: THENCE SOUTHEARLY ALONG THE LAST DESCRIBED COURSE EXTENDED, 447.72 FEET TO SAID NORTHERLY LINE; THENCE EASTERLY ALONG SAID NORTHERLY LINE, WHICH FORMS AN ANGLE OF 160 DEGREES 49 MINUTES 30 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 296.83 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 309.14 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 132 DEGREES 19 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURE CLOCKWIDE THEREFROM, 386.56 FEET TO THE CETNER LINE OF CANNONBALL TRAIL; THENCE SOUTHWESTERLY ALONG CENTERLINE TO THE POINT OF BEGINNING, EXCEPTING THEREFORE THAT PART TAKEN FOR PUBLIC ROAD PURPOSES. IN BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS."



### A. Proposed Use of Site

Semper Fi has applied for all necessary Illinois EPA permits to become a landscape waste compost facility concurrently with its application for Special Use Zoning. A landscape waste compost facility provides important recycling and processing of landscape waste into mulch. Semper Fi will utilize only landscape waste including yard waste and other woody material for compost material. Food waste or other organic waste will not be received. Approximately 85% of the landscape waste will be processed into mulch and the other 15% of the material will be processed compost material that is used as a soil supplement for planting.

The site's existing use as landscape waste contractor yard and it's rural setting with large buffer zones and proposed vegetative screening make this property a compatible use for compost/mulch production. The Semper Fi Owner resides on the property, thus further ensuring that the facility will be a good neighbor.

### B. Days and Hours of Operation

Business hours for the landscape waste composting facility will be 7 AM to 3:00 PM Monday through Friday. The facility will be closed on Saturday and Sunday. The grinder will only be operated during the above business hours.

At the entrance of the compost facility a permanent sign will be placed containing pertinent information for operating such landscape waste compost facility. The sign shall read:

Semper Fi Land Inc. Landscape Waste Compost Facility

1996 Cannonball Trail, Bristol, Illinois 60512

Operating Hours: M - F 7 AM - 3 PM (post project contractor landscape waste unloading may occur until 7PM).

Materials Accepted: Wood materials including wood chips, branches and logs

Yard waste including leaves, grass clippings and small branches COMPLAINTS CONCERNING THIS FACILITY CAN BE MADE TO THE FOLLOWING PERSONS: OWNER/OPERATOR: ROBERT VELAZQUEZ, (630) 518-8484 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, BUREAU OF LAND

(217) 782-3397

It is important to note that IEPA or its delegated inspection program to the County will have authority to inspect this facility and cite non-compliance matters.

### C. Employees & Training Procedures

Ober no



It is estimated that 2-5 employees will be used for the Semper Fi composting operation. These employees can be broken down into the following job descriptions: facility owner, equipment operators, and landscape waste truck drivers.

The facility owner/manager is directly responsible for overall day-to-day operations. Additional employees on-site will include two equipment operators. Responsibilities will be to keep the operating areas clean and organized. The equipment operators will also be responsible for greeting visitors, completing paperwork, and directing customers to designated landscape waste areas for processing. Equipment operators move landscape waste from designated storage areas to the facility grinder for processing. Equipment operators will process materials to make mulch and compost. Semper Fi drivers will transport landscape waste from Semper Fi jobs for processing. Operating hours for material brought to the site are from 7 AM to 7 PM, all material brought to the site will be processed within the applicable IEPA standards. The tub grinder will only operate from 7AM to 3PM.

Semper Fi management and employees will be trained to ensure compliance with all conditions of the IEPA permit and Kendall County requirements.

### D. Logistics

Landscape waste is processed at the facility as shown on Figure 3. Landscape waste is delivered to the facility by Semper Fi trucks, other landscape waste contractors, or homeowners who have generated landscape waste. To access the compost facility operations a driveway will be constructed on the southern portion of the Site, that provides access from Cannonball Trail. This proposed driveway will be the main path for incoming and outgoing trucks. The road will provide suitable load bearing capacity and appropriate turning radius for the types of trucks that enter and exit the Semper Fi Facility. As trucks enter the facility, they are directed to operations building to gather information on the incoming material and complete an inspection of the material. The visual inspection will ensure raw materials brought to the facility are only woody materials or landscape waste and are free of any materials that would pose as a hazard to human health, including glass or metal shards. The visual inspections will ensure materials brought to the site do not contain man made materials larger than four millimeters in size. Once incoming material is inspected and recorded, trucks are directed to the appropriate unloading area by employees. The quantity of incoming compost material and mulch will be measured by monitoring the size of the truck loads, and maintaining a count of loads per day. Records will be keep in the operations building onsite.

Semper Fi will accept woody material and yard waste including wood chips, branches, logs, leaves, grass clippings, and small tree limbs for compost material. The material accepted at the Site will consist of approximately 70% woody material and 30% landscape waste. The landscape waste brought to the facility will be sorted into material requiring further processing including size separation and grinding. The estimated amount of



landscape waste to be received by the facility ranges between 100 and 150 cubic yards per day. The maximum the facility anticipates receiving in a day is 250 cubic yards. This low volume will ensure timely processing (which ensures odors are mitigated) and reasonable, low profile material stockpiles.

The typical composition of the daily recycle stream is approximated in the following table. Percentages are based on waste composition by quantity of material received.

Daily Recycle Stream Categories	Material Types	% of Total Recycle Stream (By Weight)		
	Wood Chips			
Wood Material	Branches	70%		
	Logs			
	Grass Clippings			
Landscape Waste	Leaves	30%		
	Small tree limbs			

This typical composition may vary widely based on the type of landscape jobs being completed in the area. Approximately 85% of material will be processed into mulch and 15% will be processed into compost material.

### F. Composting and Mulching Procedure

Two equipment operators will be employed at the Site. The equipment operators will be responsible for maintaining the operations area, greeting and directing customers, managing paperwork, and processing composting material. Semper Fi anticipates receiving approximately 2,000 to 3,000 cubic yards of landscape waste per month to process during the 9-10 month landscape season. Incoming composting waste will be quantified through monitoring incoming truck loads and the various truck sizes.

Methods implemented to control the type of landscape waste received will include inspecting each load received to verify that non-compostable waste is not being transported to the Site. If non-compostable material is transported to the Site, the non-compostable material will be rejected and prohibited from being dumped on-site.

Staging areas on-site will be adequate in size and design to facilitate the unloading of landscape waste from delivery vehicles. The southeast portion of the Site property will be utilized for vehicle delivery and turnaround, staging of unprocessed materials (drop-off), tub grinder operations, and stockpiled compost material. The staging areas on-site comprise approximately 1.2 acres.



Prior to windrowing, the compost waste will be processed through a tub grinder. The maximum length of time required to process each day's receipt of waste into windrows will be by the end of day.

The windrows will be constructed for optimum oxygen transfer, while maintaining temperatures in the proper range. Windrow construction will include lifting the compostable material with an excavating bucket of a front-end loader, and letting it cascade to the ground to form a loose pile of compost. After windrowing the compostable material, the material will be lightly compacted with a loader or excavator bucket. The dimensions of the two windrow piles will each be approximately 13 feet high by 19 feet wide, and between 200-250 linear feet. Both windrow piles will be turned at least monthly (or more frequently as needed) using a front-end loader. The Site will be lined with trees that will provide a visual buffer and aesthetics. Some areas of the site may be fenced to prevent unknowing trespasser safety concerns around equipment.

Approximately 85% of landscape waste brought to the Site will be ground into mulch for reuse and resale. The woody material will be ground and placed in the designated storage areas for Semper Fi landscape jobs or resale to contractors and home owners.

The source and providers of landscape waste will include Semper Fi and others who have clean usable materials available. The end users will include Semper Fi, homeowners, and other landscape contractors.

### H. Equipment

**Semper Fi Trucks:** The Semper Fi truck fleet will bring landscape waste to the Site from Semper Fi jobs for composting.

**Tub Grinder:** The role of the Morbark 1000 Tub Grinder is to reduce the landscape waste to mulch/compost material. The grinder can operate at a capacity of 30 tons/hour. The grinder is 48'2" in length, 8'6" wide, 12'11" in height, and weighs approximately 28,740 lbs.

Wheel Loader: A three-yard wheel loader will be used to support the unloading/sorting process and to move heavy objects around the facility.

**Skid-steer Loader:** A tracked skid-steer will be used for onsite operations, primarily for clean up around site operation equipment. They are also used for other site tasks when needed.



In the event of equipment break down causing facility operations to cease, proper equipment will be leased/rented until repairs can be made to ensure processing times and composting procedures are achieved.

### I. Dust, Odor, Noise, and Vector Control

In the unlikely event that temporary odors are observed on-site, the compost piles will be immediately aerated. Compost piles will be aerated frequently to prevent potential odors at the Site.

All loads delivered to the Site will undergo visual inspection to ensure only landscape material is brought onsite prior to proper dumping. Loads that are observed with improper material will be directed off the premises by Semper Fi employees.

If noticeable dust is observed at the Site, Semper Fi Land, Inc. will wet the ground (or source of dust) with water to prevent further spreading. Noise mitigation strategies will be implemented at the Site through the use of a vegetative perimeter buffer. If noise issues persist at the Site, an engineered noise barrier will be installed at the Site. Further, the Site will only operate during regular business hours to not disrupt the surrounding residences.

Vectors, such as insects, ticks, rodents, some birds, and other animals, will be controlled through various strategies. One method of vector control would be density reduction, by focusing population density controls at the breeding sites. Methods would include environmental management (drainage, filling, leveling of depressions and borrow pits, etc.) or the use of insecticides (larvicides). Larvicides may only be used as a last resort and in extreme cases, and if larvicides are used, the chemical should not kill non-target organisms or contaminate soil or groundwater. Additionally, garbage will not be left out at the Site and odor will be controlled with methods previously described.

### J. Daily Cleanup

The facility is maintained on a daily basis by placing incoming landscape waste into designated storage area for processing. Once material have been processed, material will be placed in the correct corresponding area for making compost material. The loading/unloading area is cleaned with the tracked skid-steer to maintain safe truck access. Facility is cleaned daily to minimize dust, debris, odors, and vectors onsite by utilizing equipment onsite, hand brooms, and/or wetting surfaces when necessary.

### 3. Stormwater Runoff Management

Stormwater and landscape waste leachate controls as required pursuant to 35 IAC 830.204 will be used. Stormwater or other water which comes into contact with landscape waste will be considered landscape waste leachate and will be collected and reused in the process,



properly disposed of off-site, or treated as necessary prior to discharge off-site. Particular design measures will prevent ponding of landscape waste leachate on-site.

The design of the facility will prevent any compost material from being placed within five feet of the water table pursuant to 35 IAC 830.203(a)(3). Published groundwater data (obtained from the ISGS ILWATER Interactive Online Map) shows that the static groundwater level at the nearest private water well located approximately 585 feet to the west of the Site is approximately 19 feet below ground surface (bgs). Further, the Site elevation at this well is noted as 669 feet above mean sea level (amsl). It is likely that groundwater elevation at the Site is similar to that of the nearby well. Thus, due to the location of the water table in relation to site elevation, compost material would not be placed within five feet of the water table. Additionally, during the sub-surface investigation on-site on September 2, 2016, a soil boring was advanced to 12 feet below ground surface (bgs). The water table was not encountered during this investigation, thus indicating that the water table is located greater than 12 feet bgs at the Site.

According to 35 IAC Part 830, Standards for Compost Facilities, soil on-site must be "relatively impermeable soil", meaning soil located above the water table that has a hydraulic conductivity no greater than 1 x 10<sup>-5</sup> centimeters per second for a thickness of at least one foot. Test results from the permeability tests reveal a hydraulic conductivity of 1.33 cm/sec. This result will require construction of an impermeable surface at the Site.

To ensure any stormwater that comes in contact with the Site will not infiltrate to the native soils, an impermeable surface will be constructed in the entire compost facility operations. The compost facility surface will be constructed of impermeable surfaces including asphalt, concrete, compacted asphalt grindings, or another impermeable surface. The impermeable surface will be sloped approximately 0.5% to 2% from west to east towards the bioswale that will collect and infiltration stormwater eliminating any non-stormwater discharge. Impermeable surfaces will be inspected frequently to ensure compliance. Measures will be taken to correct any impermeable surface imperfections that would otherwise allow infiltration to the native soils below.

Drainage on the eastern portion of the property will be directed to a 300' bioswale that will collect, infiltrate, and filter runoff from the site. During large storm events water will be diverted to an under drain system below the bioswale to collect water and transport to the settling basin depicted in **Figure 3.** The settling basin will allow for additional settlement/treatment of stormwater runoff that is not treated from the bioswale. Excess water from the settling basin will be utilized for dust control operations as well as composting moisture. This allows for a 100% recycling operation of stormwater. A Kendall County Stormwater Permit Application has been prepared for the facility using stormwater best management practices.



According to the Illinois State Geological Survey (ISGS) Illinois Water Well (ILWATER) Interactive Online Map, the nearest well (API 120932485100) is located approximately 585 feet to the west-southwest of the Site (depicted in **Figure 3**).

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map Number 17093C0035H, the Site is located outside the boundary of the 10-year floodplain.



Proof of Ownership

Special Use Application – Sempre Fi Land Inc. 1996 Cannonball Trail, Bristol, Kendall County, Illinois AFTER RECORDING RETURN TO: !

Pos. 1 Vertzquez

PERMANENT INDEX NUMBER:

02-15-101-003

PROPERTY ADDRESS:

1996 Cannonball Trail Bristol, Illinois 60512 201200020734

GILLETTE KENDALL COUNTY, IL

RECORDED: 10/23/2012 12:10 PN WD: 511.00 RHSPS FEE: 10.00 PROFES: 3

### SPECIAL WARRANTY DEED

THIS INDENTURE is made as of September 2012 between PB IL OREO, LLC, an Illinois limited liability company, having an address of 70 W. Madison Street, Suite 200, Chicago, Illinois 60602 (the "Grantor"), and ROBERT VELAZQUEZ, having an address of 1275 Golfview Street, Aurora, Illinois 60506 (the "Grantee");

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, his successors and assigns, the following described real estate, together with any and all improvements located thereon and all rights, easements and appurtenances thereto in any way belonging (collectively, the "Property"), situated in the County of Kendall, State of Illinois, and described on Exhibit A attached hereto.

Grantor hereby covenants, promises and agrees, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND.

[SIGNATURE PAGE FOLLOWS]

154.00 DT

STATE OF ILLINOIS

OCT.23.12

KENDALL COUNTY



PIDELITY NATIONAL TITLE

IN WITNESS WHEREOF, Grantor has signed this instrument the day and year first above written.

By:
Its: UANASING DIRECTOR

By:
Its: James Thompson
Managing Director

STATE OF ILLINOIS )
SS
COUNTY OF COOK )

The undersigned. Nicole L. Feeroy ... a notary public in and for said County. in the State aforesaid, DOES HEREBY CERTIFY that Authority Cathoria and Edward Cottott ... personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their and voluntary act. on behalf of PB IL OREO, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25 day of September. 2012.

Notary Public

"OFFICIAL SEAL"
NICOLE L. FEENEY
Notary Public, State of Illinois
My Commission Expires 08/10/15

This instrument was prepared by: H. Jeffrey McCown. McCown Law Offices, 22837 S. Wirth, Frankfort, Illinois 60423

### Exhibit A

### Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP AND RANGE AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE NORTHERLY LINE OF THE FORMER LANDS OF CHARLES HUNT AT A POINT ON SAID NORTHERLY LINE WHICH IS 1551.80 FEET WESTERLY OF THE WEST LINE OF A TRACT OF LAND CONVEYED BY NELSON C. RIDER TO JERRY W. RIDER BY A WARRANTY DEED RECORDED NOVEMBER 29, 1911 IN BOOK 66 DEEDS, PAGE 25 AND DEPICTED IN PLAT BOOK 1 AT PAGE 62, A DISTANCE OF 938.61 FEET TO THE CENTER LINE OF CANNONBALL TRAIL, FOR A POINT OF BEGINNING: THENCE SOUTHEASTERLY AOLNG THE LAST DESCRIBED COURSE EXTENDED, 447.72 FEET TO SAID NORTHERLY LINE; THENCE EASTERLY ALONG SAID NORTHERLY LINE, WHICH FORMS AN ANGLE OF 160 DEGREES 49 MINUTES 30 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 296.83 FEET: THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 309.14 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 132 DEGREES 19 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 386.56 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS.

PERMANENT INDEX NUMBER:

02-15-101-003

PROPERTY ADDRESS:

1996 Cannonball Trail Bristol, Illinois 60512

### Kendall County Land Evaluation and Site Assessment (LESA):

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- LAND EVALUATION (LE) The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
- > SITE ASSESSMENT (SA) The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Kendall County LESA Committee is responsible for this portion of the LESA system.

**Table 4a: Land Evaluation Computation** 

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)
318C2	6	69	0.8	55.2
369A	2	94	3.9	366.6
791A	4	79	0.3	23.7
Totals			5.0	445.5
LE Score		LE= 445.5/5.0		LE= 89.1 (89)

The Land Evaluation score for this site is **89**, indicating that this site is predominately prime farmland well suited for agricultural production.

Table 4b: Site Assessment Computation

A.	Agricultural Land Uses	Points				
	1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)	5				
	2. Current land use adjacent to site. (30-20-15-10-0)	30				
	3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)	10				
	4. Size of site. (30-15-10-0)	0				
В.	Compatibility / Impact on Uses					
	1. Distance from city or village limits. (20-10-0)					
	2. Consistency of proposed use with County Land Resource Management Concept Plan and/or municipal comprehensive land use plan. (20-10-0)	10				
	3. Compatibility of agricultural and non-agricultural uses. (15-7-0)	0				
C.	Existence of Infrastructure					
	1. Availability of public sewage system. (10-8-6-0)					
	2. Availability of public water system. (10-8-6-0)					
	3. Transportation systems. (15-7-0)					
	4. Distance from fire protection service. (10-8-6-2-0)					
	Site Assessment Score:	80				

Land Evaluation Value: 89 + Site Assessment Value: 80 = LESA Score: 169

LESA SCORE	LEVEL OF PROTECTION
0-200	Low
201-225	Medium
226-250	High
251-300	Very High

The LESA Score for this site is 169 which indicates a low level of protection for the proposed project site. Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

### LAND USE OPINION:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed development plans for Petitioner Semper Fi Land Service for the proposed Semper Fi Compost Facility project. This parcel is located in Section 10 & 15 of Bristol Township (T.37N.-R.7E. of the 3<sup>rd</sup> Principal Meridian) in Kendall County. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board has the following opinions and recommendations.

The Kendall County SWCD has always had the opinion that Prime Farmland should be preserved whenever feasible. A land evaluation, which is a part of the Land Evaluation and Site Assessment (LESA) was conducted on this parcel. The soils on this parcel scored a 89 out of a possible 100 points indicating the soils found on the project site are predominately prime farmland well suited for agricultural production. All of the soils identified onsite are designated as prime farmland. The proposed project is requesting an A-1 Special Use permit to operate a landscape waste compost facility.

For proposed land uses, soils can have potential limitations. This report indicates that for soils located on the parcel, 100% of the soils are very limited for shallow excavations; 85.5% of the soils are very limited for local roads/streets and 15% are rated as unsuitable for onsite conventional sewage disposal systems. This information is based on the soil in an undisturbed state and does not replace the need for site specific soil testing. Some soil reclamation, special design, or maintenance may be required to obtain suitable soil conditions to support development with significant limitations. Additionally, if the scope of the project includes the use of onsite septic systems, please consult with the Kendall County Health Department.

This site is located within the Fox River Watershed and Blackberry Creek subwatershed.

This development should include a soil erosion sediment control plan to be implemented during construction. Sediment may become a primary non-point source of pollution. Eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

For intense project uses it may be necessary to have a drainage tile survey completed on the parcel to locate any subsurface drainage tile if suspected onsite. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (III. Complied Statues, Ch. 70, Par 405/22.02a).



Date



# Endangered Species Consultation Report

Special Use Application – Sempre Fi Land Inc. 1996 Cannonball Trail, Bristol, Kendall County, Illinois





Applicant:

Deigan & Associates

Contact:

Katie Kult

Address:

28835 N. Herky Drive, Unit 120

Lake Bluff, IL 60044

Project: Address: Semper Fi Compost Facility

1996 Cannonball Trail, Bristol, IL

IDNR Project Number: 1706246 Date:

01/16/2017

Description: The EcoCAT is being submitted for the development of a Compost Facility for the property located at 1996 Cannonball Trail in Bristol, Kendall County, Illinois as a landscape waste composting facility operated by Semper Fi Land, Inc. Semper Fi is owned and operated by Robert Velazquez. The compost facility will be developed in accordance to Title 35 Illinois Administrate Code 830 and other Federal, State, and Local rules and regulations. The Site is currently utilized as a residential dwelling and agricultural land.

### Natural Resource Review Results

### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

### Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section: 37N, 7E, 10 37N, 7E, 15

IL Department of Natural Resources Contact

Keith Shank 217-785-5500 Division of Ecosystems & Environment



Government Jurisdiction

Kendall County Brian Holdiman 111 West Fox Street Room 203 Yorkville, Illinois 60560

### Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

#### Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

- 1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act, EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
- Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
- 3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

### Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

### Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.





# **EcoCAT Receipt**

Project Code 1706246

PPLICANT	DATE

Deigan & Associates Gary Deigan 28835 N.Herky Drive, Unit 120 Lake Bluff, IL 60044 1/16/2017

FEE	CONVENIENCE FEE	TOTAL PAID		
\$ 500.00	\$ 11.75	\$511.75		
		FEE		

TOTAL PAID \$511.75

Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702 217-785-5500 dnr.ecocat@illinois.gov



Special Use Findings of Fact

Special Use Application – Sempre Fi Land Inc. 1996 Cannonball Trail, Bristol, Kendall County, Illinois Please fill out the following findings of fact to the best of your capabilities. §13.08.J of the Zoning Ordinance outlines findings that the Hearing Officer shall consider in rendering a decision, but is not required to make an affirmative finding on all items in order to grant a **special use**. They are as follows:

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.

The facility will be constructed and operated in accordance with all Kendall County ordinances and Illinois EPA permits/regulations and will not be detrimental or endanger the public health, safety, morals, comfort, or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole.

Property surrounding the Site is predominantly zoned agricultural land. The petitioners propose using the property as a compost business which is compatible with agricultural farming.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.

The proposed compost facility has adequate access from Cannonball Trail. The petitioners will submit a Stormwater Submittal in accordance with Article 5, Table 502 of the Countywide Stormwater Ordinance for review and approval prior to construction.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer.

The proposed Special Use will allow for the existing permitted landscaping operation to effectively manage landscape waste. Petitioners have provided a construction and operating plan that conforms to the applicable regulations of the A-1 District.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

This Special Use is consistent with the LRMP in providing an essential service to the surrounding land use categories contemplated by the Future Land Use Plan. The agricultural nature of this facility is consistent with the overall character of the area.

## Attachment 6-Application Addendum



28835 N Herky Dr. Unit 120 Lake Bluff, Illinois 60044 **Phone 847.578.5000 Fax 847.549.3242** www.deiganassociates.com

April 17, 2017

Matthew H. Asselmeier, AICP Senior Planner Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

Re: Addendum to Special Use Permit Application

Semper Fi Land Inc. 1996 Cannonball Trail

Bristol, Kendall County, Illinois 60512

Dear Mr. Asselmeier:

Enclosed are revised Plat of Survey and Site Plan for the Special Use Permit application to develop a landscape waste compost facility for Semper Fi Land, Inc. located at 1996 Cannonball Trail in Bristol, Kendall County, Illinois. These drawings replace Figures 1 and 3 in our original submittal. In addition, we have included a Stormwater Submittal of which the Plat of Survey and Site Plan are components.

Please contact the undersigned with questions.

Sincerely,

Deigan & Associates, LLC

Gary J. Deigan Principal

Steven Schilling, P.E. Sr. Project Manager/Sr. Engineer

# Addendum to Application for a Special Use Permit



## **Facility Location:**

1996 Cannonball Trail Bristol, Kendall County, Illinois 60512

**April 17, 2017** 

### **Submitted to:**

Kendall County Planning, Building & Zoning Department

### Prepared by:



28835 N Herky Dr. Unit 120 Lake Bluff, Illinois 60044 **Phone 847.578.5000 Fax 847.549.3242** www.deiganassociates.com



## **Addendum Contents**

Supplemental Narrative Text – Stormwater Submittal

Figure 1 – Zoning Plat for Special Use Permit (1-

24"x36" plus 15-11"x17" Copies)

Figure 3 – Site Operations Layout (1-24"x36" plus

15-11"x17" Copies)

Figure 4 – ISGS Illinois Water Well Map

Figure 5 – FEMA Flood Insurance Map

Figure 6 – Settling Basin Detail



### **Stormwater Submittal**

### **Applicant Identification and Location Information**

The Kendall County Stormwater Application has been prepared for the development of a Compost Facility for the property located at 1996 Cannonball Trail in Bristol, Kendall County, Illinois (the "Site"), depicted in Figure 1 (the Site Map), as a landscape waste composting facility operated by Semper Fi Land, Inc. (Semper Fi). Semper Fi is owned and operated by Robert Velazquez.

The compost facility will be developed in accordance to Title 35 Illinois Administrate Code 830 and other Federal, State, and Local rules and regulations. The Site is currently utilized as a residential dwelling and agricultural land. Surrounding land uses include both residential and agricultural. According to the Kendall County Geographic Information Systems (GIS) Online Mapper, the Site is zoned agricultural – special use (A1-SU).

Immediately adjoining land uses relative to the Site include:

- North—Cannonball Trail followed by cultivated agricultural land.
- East— Cultivated agricultural land.
- West—Cannonball Trail followed by cultivated agricultural land.
- South—Cultivated agricultural land followed by residential use.

### **Logistics and Operation**

The facility will operate as a composting facility that will utilize only landscape waste including yard waste and other woody material for compost material. Organic waste will not be received or processed at the facility. Approximately 70% of the landscape waste proposed to be received by the facility includes wood material (wood chips, branches and logs) and the other 30% of the material will be yard waste (compost) including leaves, grass clippings and small branches.

Landscape waste processed at the facility is delivered by Semper Fi trucks, other landscape waste contractors, or homeowners who have generated landscape waste. The facility will not accept organic waste. The estimated amount of landscape waste to be received by the facility ranges between 100 and 150 yards per day. The maximum the facility anticipates receiving in a day is 250 yards. Business hours for the landscape waste composting facility will be 7:00 a.m. to 3:00 p.m. Monday through Friday. The facility will be closed on Saturday and Sunday.

The material processed at the Site will consist of approximately 85% mulch and 15% compost. The landscape waste brought to the facility will be sorted into material requiring



further processing. The composting operation on-site will be a large-scale composting business, utilizing windrow composting methods to produce compost material. A mixture of composting ingredients will be placed in long, narrow piles. The initial step in constructing the compost pile will be to grind and shred ingredients using an on-site grinder. The grinder will only be operated during the Site operating hours mentioned above. Grinding ingredients also reduces the particle size which increases temperature and thus speeds up the composting process. Materials will then be mixed and the windrow piles will be constructed. The dimensions of the windrows will be approximately 13 feet high by 19 feet wide, and 250 linear feet. A tracked skid-steer and a three-yard wheel loader will be utilized to load the windrow piles. These machines will also be used to turn the windrow piles to redistribute the heat and also aerate the compost, aiding in the decomposition process.

Staging areas on-site will be adequate in size and design to facilitate the unloading of landscape waste from delivery vehicles. The southeast portion of the Site operations area will be utilized for vehicle delivery and turnaround, staging of unprocessed materials (dropoff), tub grinder operations, and stockpiled compost material. The processing and staging areas on-site comprise approximately 1.2 acres.

### **Stormwater Runoff Management**

Stormwater and landscape waste leachate controls as required pursuant to 35 IAC 830.204 and the Kendall County Stormwater Ordinance. Stormwater or other water which comes into contact with landscape waste will be considered landscape waste leachate and will be collected and reused in the process, properly disposed of off-site, or treated as necessary prior to discharge off-site. Stormwater that comes in contact with the site will be collected in the adjacent bioswales within the Site operations area and the filtered water will be collected in the onsite operations settling basin. Further detail detailed design measures are discussed **Section B** and depicted in **Figure 3.** Design measures will prevent ponding of landscape waste leachate on-site.

Additionally, soil surfaces will not come into contact with the compost piles, as impervious surfaces will be present (depicted in **Figure 3**). Thus, the compost material will remain in aerobic conditions and drain into the onsite bioswale.

### A. Hydrology of the Compositing Facility

According to the Illinois State Geological Survey (ISGS) Illinois Water Well (ILWATER) Interactive Online Map, the nearest well (API 120932485100) is located approximately 585 feet to the west-southwest of the Site. The ISGS Illinois Water Well Map is included as **Figure 4**.



According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 17093C0035H, the Site is located outside the boundary of the 10-year and 100-year floodplain (depicted in **Figure 5**).

The design of the facility will prevent any compost material from being placed within five feet of the water table pursuant to 35 IAC 830.203(a)(3). Published groundwater data (obtained from the ISGS ILWATER Interactive Online Map) shows that the static groundwater level at the nearest private water well located approximately 585 feet to the west of the Site (discussed above) is approximately 19 feet below ground surface (bgs). Further, the Site elevation at this well is noted as 669 feet above mean sea level (amsl). Due to the relatively flat topography and no major water body (lake or ocean) nearby, it is likely that groundwater elevation at the Site is similar to that of the nearby well. Thus, it is inferred that due to the location of the water table in relation to site elevation, compost material would not be placed within five feet of the water table.

According to 35 IAC Part 830, Standards for Compost Facilities, soil on-site must be "relatively impermeable soil", meaning soil located above the water table that has a hydraulic conductivity no greater than  $1 \times 10^{-5}$  centimeters per second (cm/sec) for a thickness of at least one foot. Test results from the permeability tests reveal a hydraulic conductivity of 1.33 cm/sec. During the sub-surface investigation on-site on September 2, 2016, a soil boring was advanced to 12 feet below ground surface (bgs). The water table was not encountered during this investigation, thus indicating that the water table is located greater than 12 feet bgs at the Site.

To ensure any stormwater that comes in contact with the Site is properly managed, an impermeable surface will be constructed within the entire composting area. The composting area surface will be constructed of impermeable surfaces including asphalt, concrete, compacted asphalt grindings, or another impermeable surface. The impermeable surface will be sloped approximately 1% to 2% from west to east towards the bioswale that will collect and filter the stormwater. Impermeable surfaces will be inspected frequently to ensure compliance. Measures will be taken to correct any impermeable surface imperfections that would otherwise allow infiltration to the native soils below.

Detailed below is the current stormwater runoff rate:

$$Q (Peak Runoff Rate)$$
  
=  $C(Runoff Coefficient) i (rainfall intesity) A (Drainage Area)$ 

$$C = 0.2$$

$$i_{2 yr. 24 hr.} = 3.04 \frac{inches}{24 - hour}$$



$$i_{10\ yr.\ 24\ hr.}=4.47\ \frac{inches}{24-hour}$$
 $A=5.4\ acres$ 
 $Q_{2\ yr.}=3.23\ cubic\ feet\ per\ second\ (cfs)$ 
 $Q_{10\ yr.}=4.86\ cfs$ 

Using the American Society of Civil Engineers Coefficient Table, a runoff coefficient of 0.2 was selected based on the current Site conditions being comprised of majority residential area with vegetation and portions being agricultural lands with crop coverage. Using the duration of 24-hours, the rainfall intensity constants for a 2-year storm and 10-year storm were selected from the Bulletin 70 Rainfall Distribution and Hydroclimatic Characteristics of Heavy Rainstorms in Illinois provided by Illinois State Water Survey.

### B. Stormwater and Landscape Waste Leachate Controls

The Site composting operations only utilize the eastern portion of the property and a driveway connecting Cannonball Trail to the operations area; therefore, the western half of the property will continue to drain as it did prior to this development.

Material staged outdoors will be conducted on an improved surface consisting of concrete, asphalt, or compacted asphalt grindings. The Site will be sloped to allow drainage from the composting operations to the bioswale system discussed below. Materials to be staged outdoors will consist of mulch and compost material. Runoff that contacts material and equipment stored outside is managed through the constructed bioswale and settling basins.

Drainage within the operations area of the property will be directed to a 250' bioswale that will collect, infiltrate, and filter runoff from the site. The bioswale will include native plantings that aid in the filtration process through microbial activity removing any contaminates generated from the composting process. During large storm events, water will be diverted to an under-drain system below the bioswale to collect water and transport to the settling basin as depicted on **Figure 3.** The settling basin will allow for additional storage, infiltration and settlement/treatment of stormwater runoff that is not treated from the bioswale. Excess water from the settling basin will be utilized for dust control operations as well as composting moisture. This allows for a 100% recycling operation of stormwater.

### A. Site Development Runoff Calculations



The Site development will consist of a 0.3 acre impervious asphalt pad. To be conservative, calculations have been based on 1.2-acres of impervious surface for the composting area. Detailed below is the stormwater runoff rate with the impervious surface used in the composting area.

$$Q$$
 (Peak Runoff Rate)
$$= C(Runoff\ Coefficient)\ i\ (rainfall\ intesity)\ A\ (Drainage\ Area)$$

$$C = 0.7$$

$$i_{2\ yr.\ 24\ hr.} = 3.04\ \frac{inches}{24-hour}$$

$$i_{10\ yr.\ 24\ hr.} = 4.47\ \frac{inches}{24-hour}$$

$$A = 1.2\ acres$$

$$Q_{2\ yr.} = 2.51\ cubic\ feet\ per\ second\ (cfs)$$

$$Q_{10\ yr.} = 3.78\ cfs$$

Using the American Society of Civil Engineers Coefficient Table, a runoff coefficient of 0.7 was selected based on the Site being developed with an impervious surface. The Site is relatively flat, with an approximated drainage slope of 0.3%. Using the duration of 24-hours, the rainfall intensity constants for a 2-year storm and 10-year storm were selected from the Bulletin 70 Rainfall Distribution and Hydroclimatic Characteristics of Heavy Rainstorms in Illinois provided by Illinois State Water Survey.

### B. Bioswale Sizing

The bioswale has been designed to infiltrate 50% of the largest designed storm event. Stormwater that falls onto the impervious site operations area will be directed to the 250' linear bioswale located along the east portion of the property. The impervious surface within the operations area will slope approximately 1% to 2% from west to east to allow for drainage into the bioswale and eliminate any non-stormwater discharge from the Site. The bioswale will be 250' in length, 5' in width, and a minimum 12" in depth. The bioswale will be backfilled with the permeable soils and planted with native species to promote infiltration. Test results from a Site permeability tests reveal a hydraulic conductivity of 1.33 cm/sec. Side slopes within the bioswale will be no greater than 3:1. Native plantings will include grasses and a couple of varieties of flower plants for a visual aesthetics. The



bioswale will be sloped approximately 0.3% to 0.5% longitudinally to allow for flow of excess filtered stormwater to the settling basin.

To accommodate large storm events a perforated pipe will be placed approximately 12" longitudinal below ground surface that will drain into a sedimentation basin discussed in the following Section. In the event the bioswale becomes inundated with stormwater, water will move to a 12" diameter perforated pipe embedded in open graded aggregate wrapped in filter fabric to transport to the settling basin. This pipe will be flat in order to encourage infiltration for stormwater cleansing before leaving the pipe to the settling basin.

$$d (pipe \ diameter) = \sqrt{\frac{4 \ Q_{10 \ yr.}}{\pi \ v}}$$

$$Assumed \ velocity \ (v) = 5 \ ft/s$$

$$d \ (pipe \ diameter) = 11.8 \ inches$$

### C. Settling Basin Sizing

Stormwater that is not able to be infiltrated through the natural soils will flow through the 12" diameter perforated pipe that is sloped longitudinally 0.5% to 2.0% towards the settling basin.

$$Volume\ Storage = i_{10\ yr\ 24\ hr}*C_{Developed}*A_{Developed}$$
 
$$Volume\ Storage = 4.47\ in*\frac{1\ ft}{12\ in}*0.7*1.2\ acres*\frac{43560\ ft^2}{1\ ac}$$
 
$$Volume\ Storage\ Needed = 13,629.9\ ft^3$$

The bioswale provides approximately 1,650 ft<sup>3</sup> of stormwater storage. The bioswale has been designed to infiltrate 50% of the largest designed storm event. The volume of stormwater storage required for a settling basin, if 50% of the stormwater is infiltrated in the bioswale and 1,650 ft<sup>3</sup> of stormwater can be stored is 5,164 ft<sup>3</sup>. A conservative approach is to allow for excess storage in the basin.

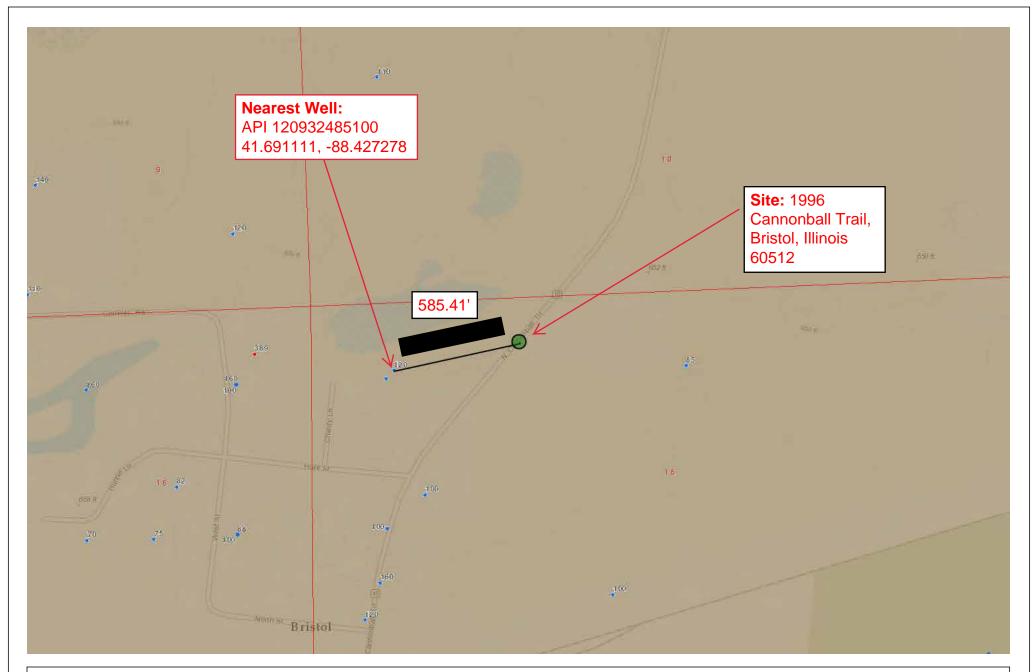
Basin Size(truncated right pyramid) = 
$$54 ft (l)$$
 by  $40 ft (w)$  by  $5 ft (d) = 5,250 ft^3$ 



The settling basin will allow for additional settlement/treatment of stormwater runoff that is not treated from the bioswale. Excess water from the settling basin will be utilized for dust control operations as well as composting moisture. This allows for a 100% recycling operation of stormwater. A detail of the settling basin layout and storage calculation is shown on **Figure 6**.

### C. Additional Permitting Requirements

Construction of the facility will require a NPDES Permit for Construction Site Activities from the Illinois Environmental Protection Agency. A Notice of Intent for General Permit will be filed no later than 30 days prior to commencement of construction and will include a Storm Water Pollution Prevention Plan (SWPPP).



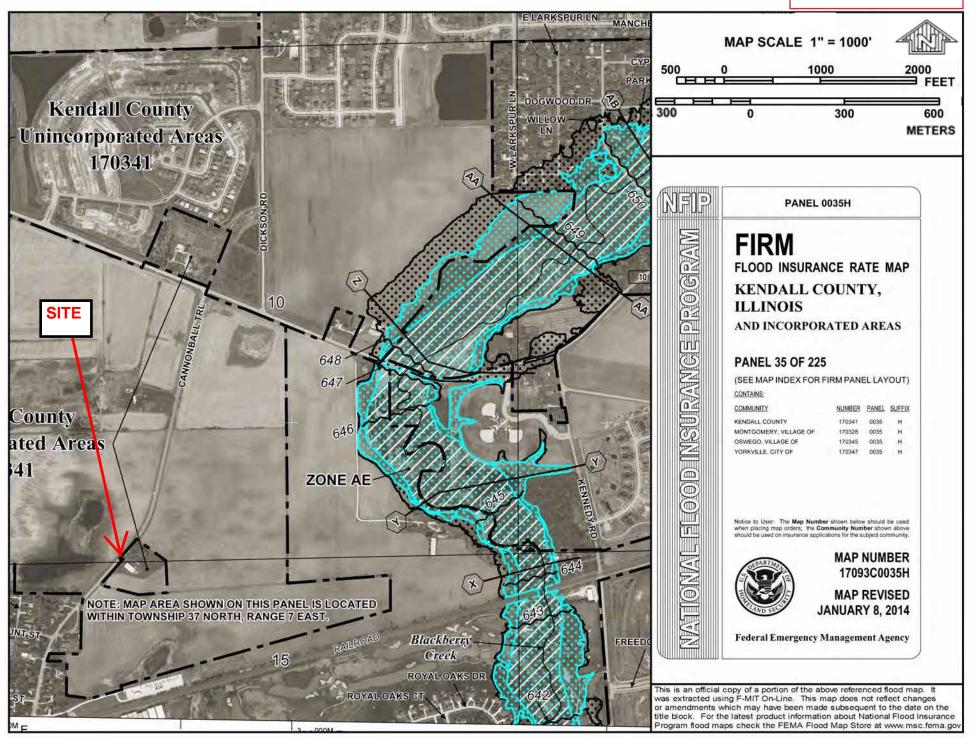
Date: Aug 12, 2016



## 1996 Cannonball Trail, Bristol, Illinois

FIGURE 4



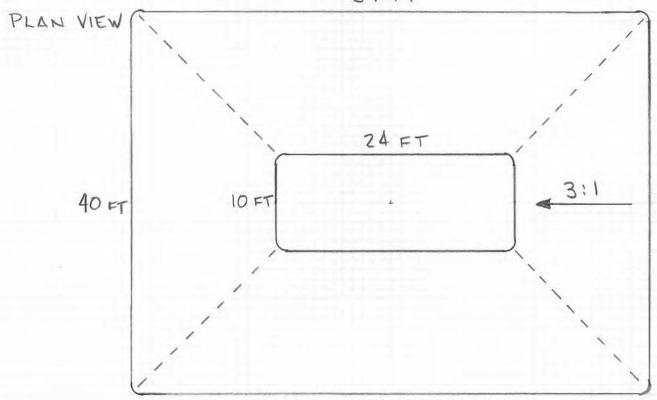




BY	DATE	SUBJECT	SHEET
SAS	2-17-2017	STORMWATER SETTLING BASIN	NO. OF
CHECKED BY	DATE		PROJECT NO.
		SEMPRE FI COMPOSTING	16-082

SETTLING BASIN (TRUNCATED RIGHT PYRAMID) 3:1 MAXIMUM SIDE SLOPES 5,200 FT3 STORAGE NEEDED V= 1 x H x (B+(a+c) x (b+d)+T) = + x5x [(54x40)+(54+24)x(40+10)+(24x10)] \* ALL IN FT = 5,250 FT3

54 FT



ELEVATION

5 FT DEPTH

3:1

# **Bioswale**

### Definition

Vegetated swale system with an infiltration trench designed to retain and temporarily store stormwater. Bioswales are planted with native grasses and forbs that enhance filtration, cooling, and cleansing of water in order to improve water quality and prevent sealing of subsoils.



bioswale in a parking lot (Tellabs, Napeville, IL) (Conservation Design Forum)

### **Applicability**

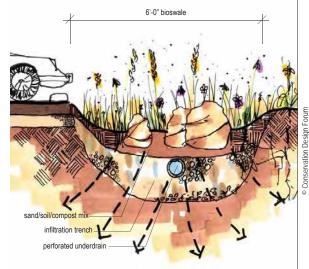
>	Scale		Watershed/County		Town/Village	X	Neighborhood	$\times$	Lot
>	Applications	X	Retrofit Preventive	X	New Remedial		Ongoing/ Maintenand	20	
		X	Roofs	X	Streets		Driveways	Je	
				X			Sensitive Areas		
	F" "	X	Parking Lots		Lawn				0 " 10 " "
>	Effectiveness	$\bowtie$	Runoff Rate Control	×	Runoff Volume Control		Physical Habitat Preservation/ Creation	$\bowtie$	Sediment Pollution Control
_	C1	$\times$	Nutrient Control	$\times$	BOD Control	X	Other Pollutant Control		

### Benefits

- Reduces impervious runoff volumes and rates.
- Recharges groundwater and sustains base flows.
- Reduces sediment and nutrient runoff.
- Can reduce detention needs.

## **Design Considerations**

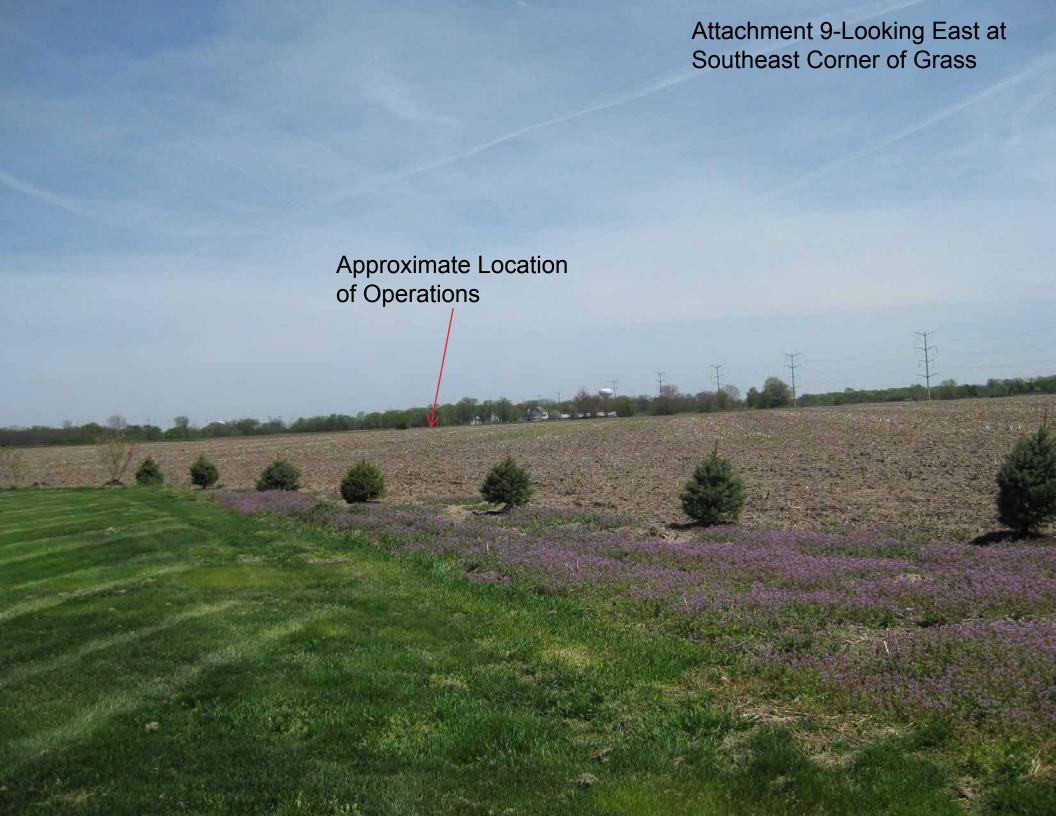
- Bioswales must be sized and designed to account for drainage area and soils.
- Filtration benefits can be improved by planting native deeprooted vegetation.
- Infiltration storage should be designed to drain in 24 hours to prevent sealing of subsoils.
- Topsoil should be amended with compost and/or sand to improve organic content for filtering and to achieve adequate infiltration rates.
- Bioswales should be protected from construction site runoff to prevent sealing of topsoil and/or subsoils.
- Direct entry of stormwater runoff into infiltration trench should be prevented to preserve groundwater quality and to prevent sealing of subsoils.
- Underdrain should be sufficiently low in the trench to provide adequate drainage of aggregate base of adjacent paved areas but sufficiently high to provide infiltration storage.



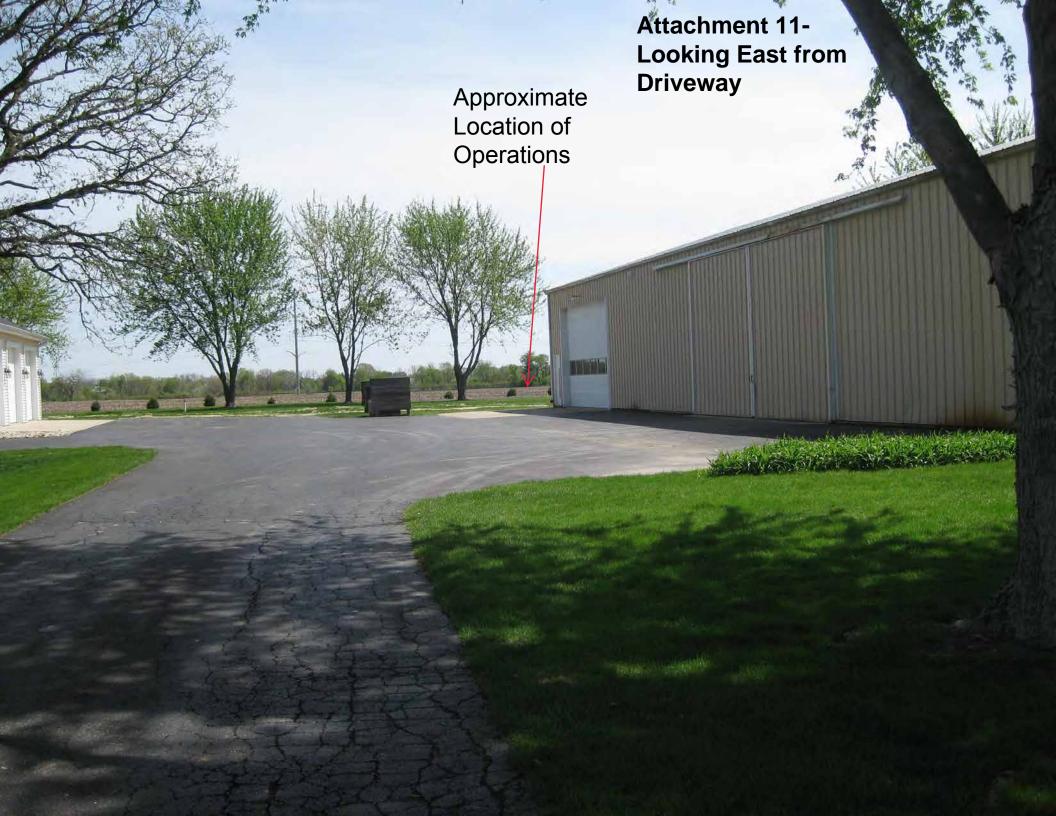
cross section of bioswale (Conservation Design Forum)















State of Illinois County of Kendall Zoning Petition #12-32

# ORDINANCE NUMBER 2012 - 23

# GRANTING A SPECIAL USE FOR 1996 CANNONBALL TRAIL SEMPER FI YARD SERVICES INC.

<u>WHEREAS</u>, Semper Fi Yard Services Inc. has filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 5.2 acre property located on the east side of Cannonball Trail about 0.5 miles south of Galena Road, commonly known as 1996 Cannonball Trail (PIN# 02-15-101-003), in Bristol Township, and;

<u>WHEREAS</u>, said petition is to allow the operation of a landscape business and live in the house; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said property is legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 15 , TOWNSHIP AND RANGE AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTWHEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTHEASTERLY ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE NORTHLY LINE OF THE FORMER LANDS OF CHARLES HUNT AT A POINT OF SAID NORTHERLY LINE WHICH IS 1551.80 FEET WESTERLY OF THE WEST LINE OF A TRACT OF LAND CONVEYED BY NELSON C. RIDER TO JERRY W. RIDER BY A WARRANTY DEED RECORDED NOVEMBER 29, 1911 IN BOOK 66 DEEDS, PAGE 25 AND DEPICTED IN THE PLAT BOOK 1 AT PAGE 62, A DISTANCE OF 938.61 FEET TO THE CENTER LINE OF CANNONBALL TRAIL, FOR A POINT OF BEGINNING, THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED, 447.72 FEET TO SAID NORTHERLY LINE; THENCE ESATERLY ALONG SAID NOTEHRLY LINE, WHICH FORMS AN ANGEL OF 160°49' 30" WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 296.83 FET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 309.14 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 132°19'35" WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWEISE THEREFROM, 386.56 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS AND CONTAINING 5.727 ACRES.

<u>WHEREAS</u>, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on October 1, 2012; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare. All equipment will be stored inside the structures and shall not be detrimental or endanger the public health, safety, morals,

#### comfort or general welfare.

That the special use will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. All property surrounding this piece of land is farm land. The petitioners will still be using the property as a landscape business which is compatible with agricultural farming. The zoning classification within the general area is still agricultural.

That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The special use permit requested is consistent with the existing zoning and uses within the district.

That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. All the utilities, access roads and drainage already exist for this site.

That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The site currently has two entrances at the north and south end of the property. The proposed special use will add minimal additional traffic to the site and will not cause congestion on Cannonball Trail.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The building already exists and the petitioner is not requesting any variances.

That the special use is consistent with the spirit of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use permit will be consistent with the County's LRMP and the City of Yorkville's future plan which calls for the property to be residential. The petitioners will live in the home and a landscape business will have the same equipment and hours of operation as the surrounding farms.

<u>WHEREAS</u>, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

<u>WHEREAS</u>, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a landscape business in accordance to the submitted Site Plan included as "Exhibit A" attached hereto and incorporated herein subject to the following conditions:

1. All equipment must be stored inside buildings at night.

State of Illinois Zoning Petition
County of Kendall #12-32

2. Dedication of a 15' trail easement within sixty (60) days of the approval of the special use.

- 3. Plat of Dedication of 35' of right of way on the northwest side of the property within sixty (60) days of the approval of the special use. Please contact the Highway Department with any questions.
- 4. The current sign on Route 71 be permitted to be moved to this site and be lit.
- 5. Any existing or proposed storage of fuel, pesticides or other hazardous materials shall comply with any and all applicable codes and permit requirements including those required by the State Fire Marshall.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

<u>IN WITNESS OF</u>, this ordinance has been enacted on October 16, 2012.

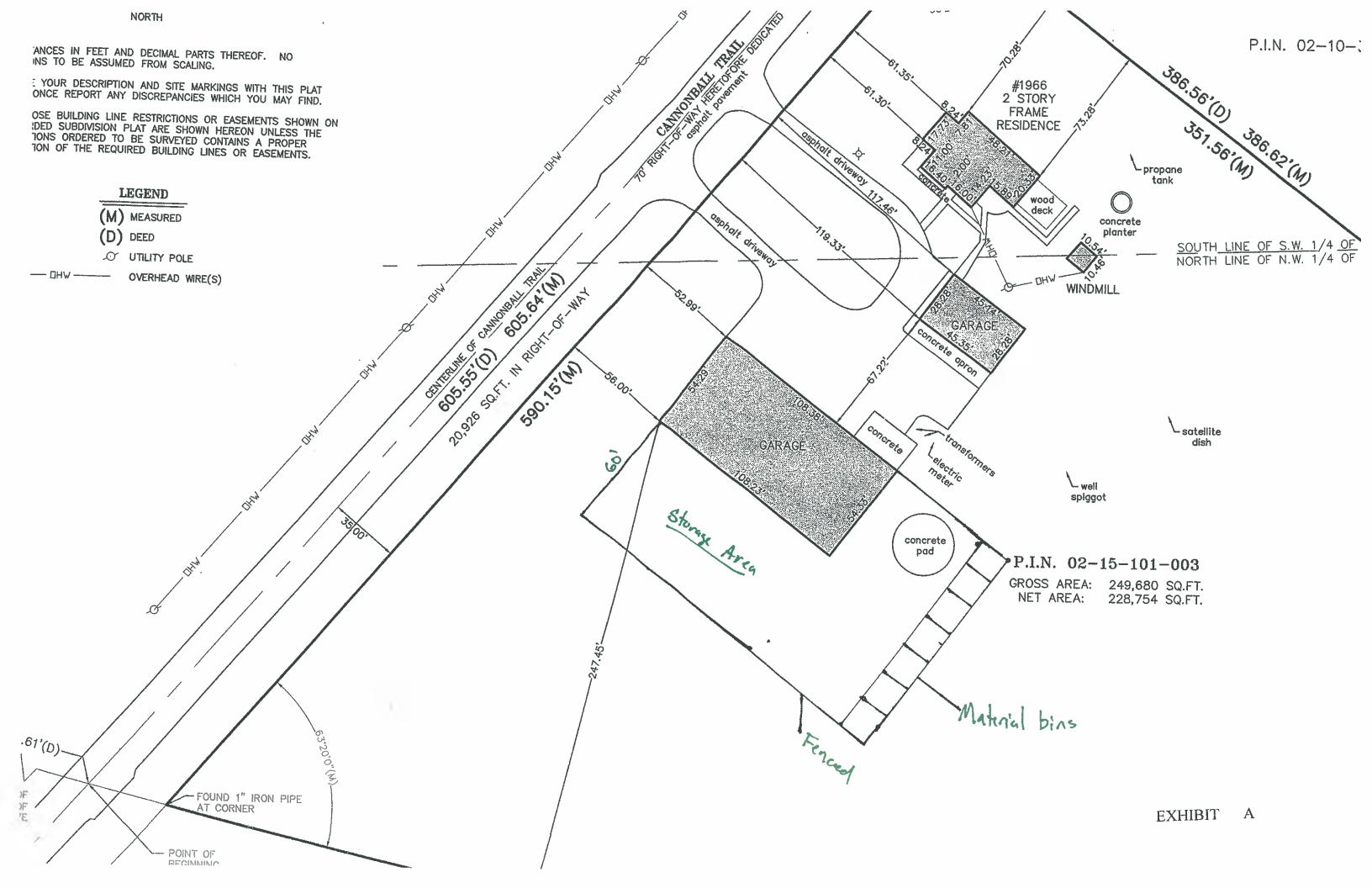
Attest:

Debbie Gillette

Kendall County Clerk

John Purcell

Kendall County Board Chairman



# ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC) May 2, 2017 – Meeting Minutes

Senior Planner Matt Asselmeier called the meeting to order at 9:05 a.m.

#### Present:

John Burscheid – Highway Department
Jason Langston – Sheriff's Office
Aaron Rybski – Health Department
David Guritz – Forest Preserve (Arrived at 9:12 a.m.)
Megan Andrews – Soil & Water Conservation District
Robert Davidson – PBZ Committee Chair (Arrived at 9:14 a.m.)
Matt Asselmeier – PBZ Department

#### Absent:

Brian Holdiman – PBZ Department Greg Chismark – WBK Engineering, LLC

Audience: Robert Velazquez, Jeff Corneils and Robert Walker

#### **AGENDA**

Mr. Rybski made a motion, seconded by Ms. Andrews, to approve the agenda as proposed. With a voice vote of all ayes the motion carried.

#### **MINUTES**

Ms. Andrews made a motion, seconded by Mr. Rybski, to approve the March 7, 2017 meeting minutes. With a voice vote of all ayes the motion carried.

#### **PETITION**

# 17-09 Semper Fi Land, Inc. (Robert Velazquez) – Special Use Request to Operate a Landscape Waste Composting Facility at 1996 Cannonball Trail Approximately 0.5 Miles South of Galena Road in Bristol Township (PIN 02-15-101-003)

Mr. Asselmeier provided a summary of the request. The petitioner desires to operate a landscape waste composting facility at the subject property. The petitioner already possesses a special use permit to operate a landscaping business at the property; the petitioner lives at the subject property. The property is zoned A-1 Agricultural District. All of the adjoining properties are zoned Residential and are inside the boundaries of the United City of Yorkville. The Land Resource Management Plan calls for the area to be Rural Residential.

As part of the previous special use permit, the petitioner had to dedicate a certain amount of land for trails. The petitioner has dedicated the requested land. The Highway Department requested that the special use plat classify this area as right-of-way instead of trails only.

The EcoCat consultation was terminated and the LESA score was 169. Ms. Andrews stated that the proposed use would not prevent the property from reverting to other agricultural uses in the future.

The petitioner agreed to follow the standard noise regulations of 65 dBA during the day and 55 dBA during the night as measured at the property line.

The petitioner will have a sign as listed in their business plan.

The petitioner agreed to have all vehicles and equipment that could be placed inside during non-operational hours be placed inside one of the buildings.

WBK provided a letter regarding the petitioner's stormwater plans. The petitioner is working with his engineer to address the items mentioned in the letter.

The requirements for landscape waste composting facilities were discussed and the petitioner agreed to all of the requirements of the Zoning Ordinance. The petitioner agreed to cease operations at 3:00 p.m. and not have Saturday hours.

Mr. Rybski discussed soil and water sampling and host fee as they relate to this type of business. Mr. Rybski felt that the regulations were scalable and that the proposed business should follow the same regulations as other landscape waste composting facilities. The water and soil sampling should occur at least once per year; the Health Department would conduct additional sampling if complaints arose. The Health Department also conducts site visits. For the other company, the weights are reported with the payment of the host fee. The petitioner would like to cap the amount of material at 26,000 cubic yards per year. Based on the proposed host fee of \$0.80 per ton, the petitioner would have to pay about \$6,700 per year. The petitioner agreed to track type of material and quantity measured by size of truck. The conversion factor is 3.3. The petitioner agreed to pay the same host fee on a monthly basis.

Mr. Davidson asked what the petitioner was going to do with the yard waste. Mr. Velazquez responded he would process everything in a tub grinder and make into a compost or mulch for reuse on projects. Mr. Davidson requested a bond be created to fund a cleanup of the site if the petitioner abandoned the property. The petitioner agreed to research bond information. Mr. Davidson also requested a limit be placed on the amount of material be placed on the property. The petitioner agreed to cap the height of piles of material at 20 feet. The petitioner hopes to start operations in 2018.

Mr. Langston asked where the petitioner would get his material and if the business would cause an increase in traffic on Cannonball Trail. Mr. Velazquez responded that the majority of material would be generated from his business, but that he would accept material from other sources, small landscape businesses. He plans to have a maximum five (5) people onsite and does not anticipate an increase of traffic on Cannonball Trail because of his business.

Discussion occurred regarding fencing and buffering. The petitioner agreed to install evergreens along the east, south, and southwest portion of the property.

A gravel road shall be installed this fall.

Mr. Corneils expressed concerns regarding odor. There was no definitive answer to this concern, but Mr. Velazquez believes that the size of the operation will minimize odor.

Mr. Walker asked about the size of trucks going onto the property. The petitioner responded that material be dumped at his shop and then hauled to the site.

Mr. Rybski made a motion, seconded by Ms. Andrews, to forward the petition onto the Plan Commission with a favorable recommendation subject to the following conditions:

- 1. The special use plat shall be amended to show a dedicated ROW instead of a trail.
- 2. The host fee shall be the same as the fee paid by Green Organics (\$0.80 per ton until November 30, 2019 then the fee goes to \$0.85 per ton starting December 1, 2019).
- 3. The host fee shall be converted to per cubic vard.
- 4. The host fee shall be paid monthly.
- 5. The petitioner shall create a form to track deliveries and quantities.
- 6. Sampling of water shall occur at least one (1) time per year.
- 7. Sampling of soil shall occur at least one (1) time per year.
- 8. The petitioner shall supply a bond to Kendall County to fund the cleanup of the site. The petitioner shall research dollar amounts for the bond.
- 9. No piles of materials shall be stacked higher than 20 feet.
- 10. The petitioner shall plant evergreen trees along the eastern, southern and southwestern property lines for screening.
- 11. The petitioner shall maintain the existing tree line.
- 12. The petitioner shall replace trees as quickly as possible if they die or severely damaged.

By a roll call vote, the motion passed unanimously.

#### **UPDATES OF PETITIONS**

Mr. Asselmeier reported that the Delaney Gun Range Case will go before the PBZ Committee on May 8<sup>th</sup> and the Pagel rezoning case will also go before the PBZ Committee on May 8<sup>th</sup>.

The request by DKR Group on Walker Road was withdrawn by the petitioner.

#### REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Asselmeier reported that the rezoning of 790 Eldamain Road from A-1 to M-1 went to the County Board on April 18<sup>th</sup>. Because Yorkville filed a formal objection, eight (8) members of the County Board were needed to approval the proposal and seven (7) members of the Board were present when the item came up for discussion. The proposal will go before the County Board on May 2<sup>nd</sup>.

**OLD BUSINESS** 

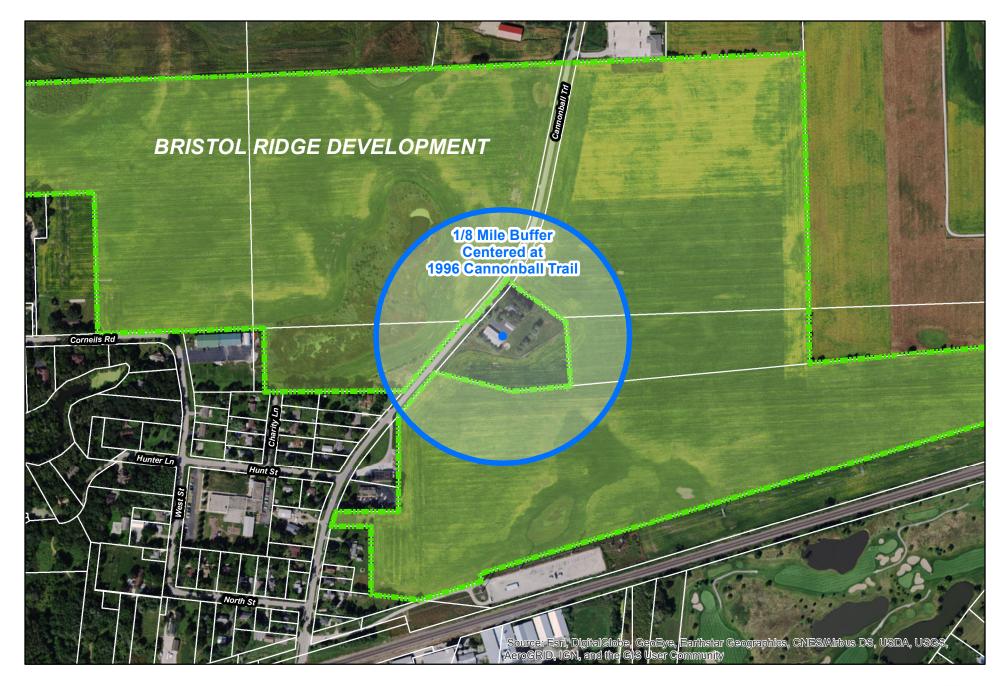
None

**NEW BUSINESS** 

None

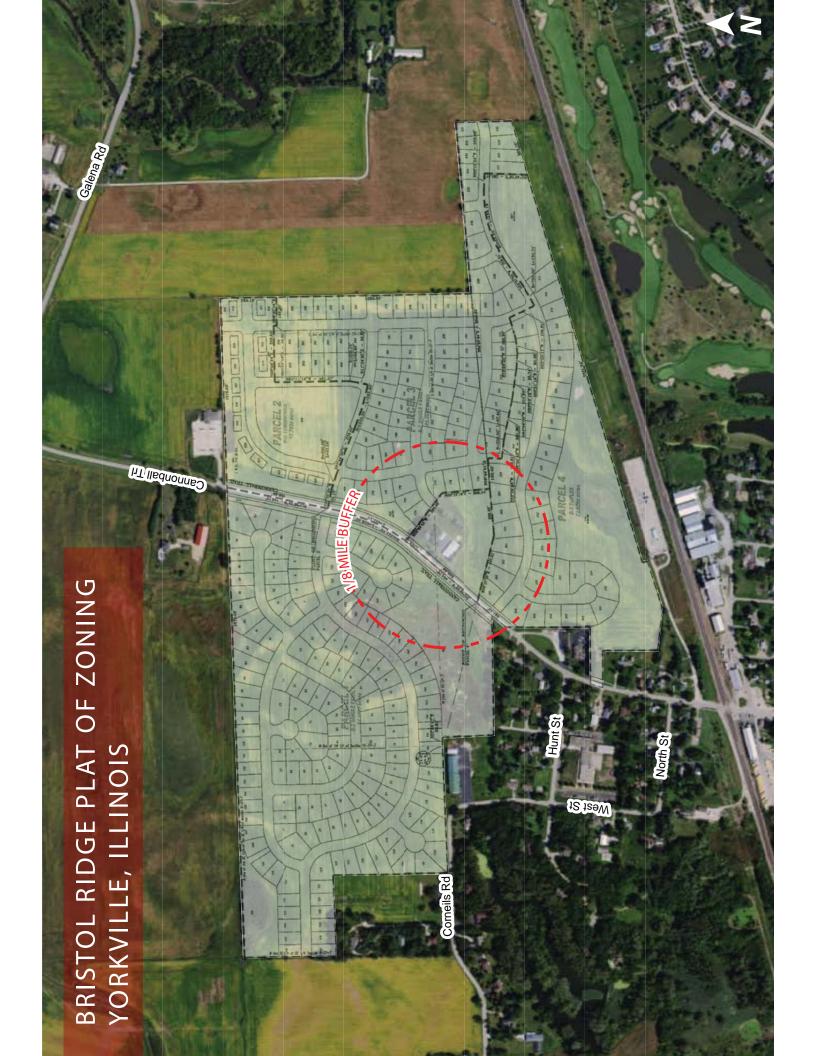
#### **ADJOURNMENT**

Ms. Andrews made a motion, seconded by Mr. Guritz, to adjourn. With a voice vote of all ayes, the motion carried. The ZPAC, at 9:50 a.m., adjourned.



# 1996 Cannonball Trail | 1/8 Mile Buffer







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

Agenda Item Number

Planning & Zoning Commission #2

Tracking Number

EDC 2017-31 & PZC 2017-06

# **Agenda Item Summary Memo**

Title: Tel	communications Tower and Antenna Regulations		
Meeting an	Date: City Council - June 27, 2017		
Synopsis:	ext Amendment request to the Zoning Ordinance regarding small cell antenna	S	
Council A	ion Previously Taken:		
Date of Ac	on: Action Taken:		
Item Numb	r:		
Type of Vote Required: Majority			
Council Action Requested: Vote			
	•		
Submitted	y: Krysti J. Barksdale-Noble, AICP Community Development		
	Name Department		
Agenda Item Notes:			
See attach	memo and report.		



# Memorandum

To: City Council

From: Krysti J. Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: June 27, 2017

Subject: **PZC 2017-06** – Text Amendment to Chapter 18

Telecommunication and Antenna Regulations for Small Cell

Antennas

#### **Summary:**

Consideration of a text amendment to Chapter 18: Telecommunication and Antenna Regulations of the Zoning Ordinance regarding Small Cell Antennas. The proposed changes to Chapter 18, includes an updated definition of "Antenna" to make it more general so that it incorporates other antennas rather than just those regulated by the FCC. The definitions were also cleaned up to eliminate items that are no longer relevant if any Antenna being constructed is located within the public right of way and also cross references Chapter 8 Construction of Utility Facilities in Rights in Title 7: Way of the Public Ways and Property.

#### **Planning and Zoning Commission Action**

The Planning and Zoning Commission reviewed the proposed text amendment to the Yorkville Zoning Ordinance at a public hearing held on June 14, 2017 and made the following action on the motion below:

In consideration of testimony presented during a Public Hearing on June 14, 2017, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Chapter 18 Telecommunication and Antenna Regulations of the United City of Yorkville Zoning Ordinance as it relates to Small Cell Antennas presented by staff in a memorandum dated April 26, 2017.

#### **Action Item:**

Harker-aye; Olson-aye; Horaz-aye; Goins-aye; Marcum-aye

5 ayes; 0 no

### **Attachments:**

- 1. Staff memorandum to the Planning and Zoning Commission dated April 26, 2017.
- 2. Title 10: Zoning Chapter 18: Telecommunication Tower and Antenna Regulations with redlined revisions.
- 3. Title 7: Public Ways and Property Chapter 8: Construction of Utility Facilities in Rights of Way with redlined revisions.



# Memorandum

To: Planning and Zoning Commission

From: Erin Willrett, Assistant City Administrator

CC: Krysti J. Barksdale-Noble, Community Development Director

Date: April 26, 2017

Subject: **PZC 2017-06** – Text Amendment to Chapter 18 Telecommunication

and Antenna Regulations for Small Cell Antennas

#### **Summary**

Consideration of a text amendment to Chapter 18: Telecommunication and Antenna Regulations of the Zoning Ordinance regarding Small Cell Antennas.

#### **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 of 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 eight foot (~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 in Title 7: Way of the Public Ways and Property, as well as Chapter 18 Telecommunication and Antenna Regulations of Title 10: Zoning in Yorkville's Codified Ordinances.

Both of these ordinances were reviewed by the Public Works Committee on May 16<sup>th</sup> with favorable recommendations and now the Planning and Zoning Commission will be reviewing Chapter 18 for consideration of its impact to the Zoning Ordinance as a result of the proposed a text amendment. Final consideration of both amended chapters will be made by the City Council at an upcoming meeting. Staff is providing both proposed revised chapters to the Planning and Zoning Commission so that a full understanding of the changes are presented for your consideration, however, only Chapter 18 will be voted upon.

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.

#### Recommendation

Staff recommends approval of the updates to Chapter 18 Telecommunication and Antenna Regulations as it relates to Small Cell Antennas as it establishes 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.

#### **Proposed Motion for Amendment**

In consideration of testimony presented during a Public Hearing on June 14, 2017, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Chapter 18 Telecommunication and Antenna Regulations of the United City of Yorkville Zoning Ordinance as it relates to Small Cell Antennas presented by staff in a memorandum dated April 26, 2017 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

#### **Attachments**

- 1. Title 10: Zoning Chapter 18: Telecommunication Tower and Antenna Regulations with redlined revisions.
- 2. Title 7: Public Ways and Property Chapter 8: Construction of Utility Facilities in Rights of Way with redlined revisions.

# Chapter 8 CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS OF WAY<sup>®</sup> □

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:

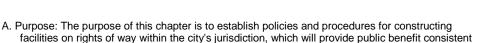
7-8-21: **VARIANCES**:

7-8-22: PENALTIES:

7-8-23: ENFORCEMENT:

the city as a whole.

### 7-8-1: PURPOSE AND SCOPE: 1



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:

with the preservation of the integrity, safe usage, and visual qualities of the city rights of way and

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;
- 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;
- 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
- 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: 4 ==

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.

<u>DISTRIBUTED ANTENNA SYSTEM (DAS)</u>: A type of personal wireless telecommuniciation 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 bymechanical 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  $\frac{7-8-4}{2}$  and  $\frac{7-8-5}{2}$  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: 4 🖃



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, email 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;
- 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: 1



- 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: 4 ==

- 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;
- 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
- 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 againstany 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;
- 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:
- 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 insubsection 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: <sup>€</sup> □



- 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;
- 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: <sup>♠</sup> □

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: <sup>♠</sup> 🖃



- 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
- 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 III. 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: TEST



- 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 <u>7-8-20</u> 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.
- 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.
- 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.

- 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 III. 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.
- 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.
- 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.
- 0. 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.
- 1. 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.
- 2. 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.

- 3. Personal wireless telecommunication facilities may be attached to a utility pole that is located no closer than one hundred (100) feet to any residential building and no closer than five hundred (500) feet from any other personal wireless telecommunication services facility
- 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:
- 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)

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#### 7-8-16: CONSTRUCTION METHODS AND MATERIALS: 4 🖃 🖃



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  $\binom{1}{2}$  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 <u>7-8-21</u> 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.

- 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.
- 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.
- 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:

 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.

- These restrictions may be waived by the engineer when emergency work is required to restore vital utility services.
- Unless otherwise permitted by the city, the hours of construction are those set forth in section <u>8-1-2B</u> 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.
- 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 mayrequire 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:

- 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.
- 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:
- 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;
- If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or
- 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 inrepair 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: 4 ==

- 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:
- 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 expresslycontained 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: 4 ==

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<sup>®</sup> ■

<u>10-18-1: DEFINITIONS:</u>

10-18-2: APPLICABILITY:

**10-18-3: GENERAL REQUIREMENTS:** 

**10-18-4: PERMITTED USES:** 

10-18-5: SPECIAL USES AND ACCESSORY USES:

**10-18-6: NONCONFORMING USES:** 

**10-18-7: ANNUAL REPORTING OF INFORMATION:** 

10-18-1: DEFINITIONS: <sup>€</sup> □

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: Total

- 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 <a href="10-18-3">10-18-3</a>F, 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: 4 =

- 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 or 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 <a href="10-18-5">10-18-5</a>K 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 collocator 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 <a href="title-8">title-8</a>, chapter 10</a> 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: <sup>€</sup> □

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 <a href="10-18-3">10-18-3</a> A 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:

- 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 <a href="10-18-3">10-18-3</a>C 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 <u>10-18-3</u>C, 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

	Separation Distance			
Existing Tower Type	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

- 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: 40 ==

- 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: <sup>♠</sup> 🖃

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)

## PUBLIC NOTICE OF A HEARING BEFORE THE UNITED CITY OF YORKVILLE PLANNING AND ZONING COMMISION

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment for consideration of updates to "Chapter 18: Telecommunication Tower and Antenna Regulations" of the United City of Yorkville Zoning Ordinance.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a meeting on said amendments on Wednesday, June 14, 2017 at 7 p.m. at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk

#### Ordinance No. 2017-

# AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS REGULATING SMALL CELL WIRELESS TELECOMMUNICATION FACILITIES

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

**WHEREAS,** the City uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses and is authorized to regulate the public right-of-way under Section 11-80-1 of the Illinois Municipal Code (65 ILCS 5/11-80-1 et seq.); and,

**WHEREAS,** the public rights-of-way within the City are a limited public resource held by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and,

WHEREAS, the Mayor and City Council (the "Corporate Authorities") has previously adopted in Chapter 8 of Title 7, entitled *CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS-OF-WAY*, of the Yorkville City Code, that established policies and procedures for construction of facilities on rights-of-way within the City which will provide public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the City's rights-of-way and the City as a whole; and,

**WHEREAS,** wireless telecommunication providers desire to install numerous new small cell wireless telecommunication facilities ("Small Cells") located within public rights-of-way within the City; and,

**WHEREAS**, the Corporate Authorities desires to regulate the installation and location of Small Cells to minimize these adverse impacts and to equitably allocate opportunities to install and maintain Small Cells at locations within the City in accordance with applicable federal and State Law; and,

WHEREAS, in anticipation of continued increased demand for placement of small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within the public right-of-way, the Corporate Authorities finds that it is in the best interests of the public health, safety and general welfare of the City to adopt this ordinance in order to establish generally applicable standards for construction, installation, use, maintenance and repair of such facilities, systems and installations within the public right-of-way in the City so as to, among other things: (i) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in public right-of-way or property, (ii)

provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public right-of-way in the City, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight in the neighborhoods in which facilities are installed, (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public right-of-way in the City, and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities.

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

**Section 1:** That Section 7-8-2 of the Yorkville City Code be and is hereby amended by adding the following definitions to read as follows:

"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 that may be 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.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

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.

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.

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.

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.

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.

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.

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.

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.

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."

**Section 2:** That Section 7-8-15F of the Yorkville City Code be and is hereby amended by adding subsections 4 through 13 to read as follows:

- "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 five hundred (500) 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 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.
- 14. New Towers: No new monopole or other tower to support personal wireless telecommunication facilities shall be installed on rights of way within the corporate limits of the City unless specifically authorized by the Corporate Authorities based on clear and convincing evidence provided by the applicant, that locating the personal wireless telecommunications facilities on the right-of-way is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the right-of-way is the least intrusive means to do so.
- **Section 3:** That Section 10-18-1 of the Yorkville City Code be and is hereby amended by amending the definition of ANTENNA to read as follows:
- "ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services."
- **Section 4:** That Section 10-18-1 of the Yorkville City Code be and is hereby amended by deleting the following definitions:

## BACKHAUL NETWORK TOWER AND ANTENNA ORDINANCE UNLICENSED WIRELESS SERVICE

**Section 5:** That Section 10-18-2 of the Yorkville City Code be and is hereby amended by adding a new subsection E. to read as follows:

"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."

**Section 6:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

day of, 2	2017.	•	
		CITY CLERK	
CARLO COLOSIMO		KEN KOCH	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	<del></del>
CHRIS FUNKHOUSER		JOEL FRIEDERS	<del></del>
SEAVER TARULIS		ALEX HERNANDEZ	
Approved by me, as Mayorday of, 2	<u> </u>	Yorkville, Kendall County, Ill	inois, this
		MAYOR	