



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, February 20, 2018

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: January 16, 2018

New Business:

1. PW 2018-08 Snow Operations Report
2. PW 2018-09 Bristol Bay Unit 3 – Maintenance Bond Release
3. PW 2018-10 Galena Road – Transfer of Easement for Right of Way to Kendall County
4. PW 2018-11 Wrigley EDP Project – Change Order No. 5
5. PW 2018-12 Fountain Village – Completion of Improvements – Bid Award
6. PW 2018-13 Caledonia Warranty Bond Period
7. PW 2018-14 Kennedy Road – ITEP Authorizations Nos. 4 and 5
8. PW 2018-15 Federal RTP Grant – ComEd/Fox Road Trails
9. PW 2018-16 Supplemental MFT Resolution for Salt Purchase
10. PW 2018-17 Route 71 – City/State Agreement
11. PW 2018-18 Route 71 Improvements – Water and Sewer Update
12. PW 2018-19 US Route 34 Improvements (Center to Eldamain) – Noise Wall Texture and Color Selection
13. PW 2018-20 YBSD Capacity and Communications

Old Business:

1. ADM 2017-70 Building Conditions Survey Results

Additional Business:

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

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, February 20, 2018
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 16, 2018

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

NEW BUSINESS:

1. PW 2018-08 Snow Operations Report

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

2. PW 2018-09 Bristol Bay Unit 3 – Maintenance Bond Release

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2018-10 Galena Road – Transfer of Easement for Right of Way to Kendall County

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2018-11 Wrigley EDP Project – Change Order No. 5

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2018-12 Fountain Village – Completion of Improvements – Bid Award

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2018-13 Caledonia Warranty Bond Period

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2018-14 Kennedy Road – ITEP Authorizations Nos. 4 and 5

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2018-15 Federal RTP Grant – ComEd/Fox Road Trails

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2018-16 Supplemental MFT Resolution for Salt Purchase

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2018-17 Route 71 – City/State Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2018-18 Route 71 Improvements – Water and Sewer Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2018-19 US Route 34 Improvements (Center to Eldamain) – Noise Wall Texture and Color Selection

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2018-20 YBSD Capacity and Communications

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. ADM 2017-70 Building Condition Survey Results

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – January 16, 2018

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, January 16, 2018, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Joel Frieders

Alderman Jackie Milschewski

Alderman Ken Koch

Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson

Public Works Director Eric Dhuse

Alderman Chris Funkhouser (arr. 6:24pm)

Interim Assistant City Administrator Erin Willrett

Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Joel Frieders.

Citizen Comments: None

Previous Meeting Minutes: December 19, 2017

The minutes were approved as presented.

New Business:

1. PW 2018-01 Snow Operations Report

Mr. Dhuse reported 6 snow events since the last meeting. He provided statistics about the salt brining and said they were able to reduce the amount used. He said the brine is a salt solution and explained how the machines work for the best coverage. Fourteen damaged mailbox complaints were discussed and it was noted that staff follows up on these. As a result of this discussion, Alderman Tarulis suggested cluster mailboxes. Mr. Koch reported he had some complaints due to tickets received. This moves to the consent agenda.

2. PW 2018-02 Water Department Reports for October, November and December 2017

There was little change from the previous report with the exception of two water main breaks. One of those was in the industrial park resulting in great water loss. The other was a service leak found near the sawmill. These reports moves to the consent agenda.

3. PW 2018-03 Capital Improvement Projects Update

Mr. Sanderson said this is the quarterly update. Alderman Frieders asked if the Rt. 71 watermain replacement would occur next year. Utility locates should occur in 2018 with the start of the project in 2019. Mr. Koch said a car had hit a deck where the road was widened on Rt. 71. The owner had previously expressed concern for the potential of such an incident.

Mr. Olson added that the state split the Rt. 71 project and does not include the Rte. 47 intersection. The City is hoping for lucrative bids to reduce the project cost. He believes the Rt. 47 improvements will be paired with expansion, dependent on the state budget. Mr. Sanderson said there should be an agreement for the February meeting. There was no further action.

4. PW 2018-04 Bond/LOC Reduction Quarterly Update

No discussion and there was no action needed.

5. PW 2018-05 MFT Resolution for 2018 Road to Better Roads Program

The first step before submittals to IDOT is to pass a resolution authorizing spending of MFT funds. Mr. Olson said the proposal is to switch the Road to Better Roads Program into the MFT and smaller budget line items will be placed in the citywide capital improvement program. If not all MFT funds are spent, they are rolled over to the next year. This item moves to the Council consent agenda.

6. PW2018-06 Letter of Support to IDOT for Funding for Intersection Improvement at Route 47 and Galena Road and for Expansion of the Northern Illinois Route 47 Corridor

Ms. Willrett said this item was discussed at the Public Safety Committee and a letter of support along with accident data will be forwarded to IDOT. Alderman Frieders noted 14,000 to 20,000 cars travel Route 47 every day and he will contact state representatives. He said improvements could also attract business. The committee approved the letter and this item will be moved to the regular agenda.

7. PW 2018-07 Wyland National Mayors Challenge for Conservation

Ms. Willrett said this is an opportunity to publicize conservation efforts by citizens. This program would also recognize Yorkville as a city that promotes water conservation. This info will be placed on the city website and it moves to the regular agenda.

Old Business:

1. ADM 2017-70 Building Conditions Survey Results

The survey included results for city buildings at 210 W. Hydraulic/Parks and Rec and 131 E. Hydraulic/Foxy's Ice Cream. She summarized a list of needed repairs, estimated costs and other info. The recommendation is to continue to maintain the W. Hydraulic facility which is TIF-eligible. She asked for Council direction on the E. Hydraulic facility. It is also within the TIF district and stakeholder meetings will soon be held regarding the downtown improvements. Discussion included history and previous uses of the facilities. Alderman Frieders said he has greater concern for HVAC failure at Beecher Center. An RFP is being done for a cost estimate for Beecher. This report was info and will also be presented at other committees.

Additional Business:

A citizen call was received regarding kids walking on the river ice. 9-1-1 was called and staff contacted the Chief of Police and Fire Department. A sign was suggested, however, the state has no protocol for that. This will be brought back in April and discussed at Public Safety as well. In a

related matter, the river buoys will be moved to their proper places in spring. Alderman Funkhouser said the west end of the peninsula on the island is badly undercut and dangerous. Mr. Dhuse will contact the State.

Mr. Olson gave additional information related to the earlier economic update. He said a large multi-user is looking for a site with access to utilities and transportation. It would provide 200 jobs. The City submitted an application and the State responded positively. The user would require 30,000 gallons of water per day and large raw water usage, making it the largest water user in the city. Mr. Olson has requested further info from the state to ensure the city could meet the user's needs.

There was no further business and the meeting was adjourned at 6:58pm

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2018-08

Agenda Item Summary Memo

Title: Snow Removal Update

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Monthly update of snow removal operations

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None, informational only

Council Action Requested: _____

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: February 14, 2018
Subject: February Snow Report

Summary

Below please find the monthly report for snow removal operations.

January 11, 2018

Plowed during the day and after hours until 6:30 pm. During this time, we used 52 tons of salt and 1094 gallons of brine

January 15, 2018

Overnight and early morning snow had our crew out on MLK day at 6:00am-1:30 pm.

January 16, 2018

Our crews were back in to clean up at 4:00am from the storm the day before. Between these two operations, we used 75 tons of salt and 914 gallons of brine.

Feb 4, 2018

Our crews came in on Super bowl Sunday from 1:00pm-4:00pm to perform a one pass in each direction plow/salt. Little did we know that this was the start of a very long week of snow removal. During this operation, we used 52 tons of salt and 1171 gallons of brine.

February 5, 2018

Snow started falling in the afternoon, the crew stayed on after work and plowed until 9:00pm.

February 6, 2018

Full crew in at 4:00 am -7:00 before normal working hours to clean up and perform snow removal operations on all the parking lots and sidewalks. The crew stayed after normal working hours until 7:00pm to perform additional snow removal operations from the snow that fell during the day.

February 7, 2018

Full crew was back in at 5:00am to clean up all parking lots, sidewalks and to make sure everything was clean for the morning rush. During these events, we used 64 tons of salt and 1311 gallons of brine. We used salt very sparingly during these events because we knew it was forecasted to continue snowing and we didn't want to spread salt only to plow it back off in a couple of hours.

February 9, 2018

Our crews gave a great effort by working from 3:00am – 7:00pm to try and keep the roads clear for the motoring public.

February 10, 2018

5 salt trucks were called in to clean off and re-salt the arterial roadways. They were becoming very slushy and potentially dangerous. This small crew worked from 10:30am-1:30pm.

February 11, 2018

This snow storm overachieved. The forecast was for 1”-3”, but we received a solid 5” of snow. The full crew was called in at 9:00am and worked until 2:45pm. During these 3 days of events, we used 142 tons of salt and 3089 gallons of brine.

TOTALS

- It is our best estimation that we received between 18”-20” of snow here in Yorkville during the week of Feb 4th- Feb 11th.
- 527 tons of salt were spread in this reporting period
- 10,668 gallons of brine were used in this reporting period
- 22 mailbox damage requests were made. Only 1 was physically struck by our truck on Emerald Ln.

I would ask that this be placed on the February 20, 2018 Public Works Committee agenda for discussion.

[illegible][illegible]

Snow Operations Salt and Brine Data

Snow Event Date		1/15/2018	1/16/2018							
Date of Recording		1/17/2018								
Recorder		ED								
		Total Miles	Average	Lbs of	Tons of	Lbs of	Gallons of	Gal Brine/	Salt	Brine
Route	Truck ID	Driven	MPH	Salt Used	Salt Used	Salt/Mi.	Brine Used	Ton Salt	Miles	Miles
1	9	165.70	9.90	39200	19.60	553.67	708.00	36.12	70.80	70.80
2	27	161.50	11.20	29175	14.59	419.78	646.00	44.28	69.50	63.30
3	No Data Available. Route driven by small trucks with no recording capabilities.									
4	13	189.40	11.40	41495	20.75	377.57	337.00	16.24	109.90	109.90
5	23	185.30	11.20	32922	16.46	519.27	347.00	21.08	63.40	63.40
6	10	132.00	8.10	39029	19.51	499.73	377.00	19.32	78.10	74.60
7	28	157.00	11.20	31963	15.98	504.94	217.00	13.58	63.30	19.30
8	22	167.40	9.60	24267	12.13	435.67	0.00	0.00	55.70	0.00
9	11	199.00	9.00	46455	23.23	477.93	457.00	19.67	97.20	97.20
EVENT TOTALS		1357	10.20	284506	142	478.99	3089	24.33	608	499
			Avg.			Avg.		Avg.		

Snow Operations Salt and Brine Data

Snow Event Date		1/24/2018								
Date of Recording		1/24/2018								
Recorder		ED								
Route	Truck ID	Total Miles Driven	Average MPH	Lbs of Salt Used	Tons of Salt Used	Lbs of Salt/Mi.	Gallons of Brine Used	Gal Brine/ Ton Salt	Salt Miles	Brine Miles
1	9	130.00	9.90	37307	18.65	526.94	8.00	0.43	70.80	70.80
2	27	44.70	11.20	15290	7.65	220.00	323.00	42.25	69.50	63.30
3	No Data Available. Route driven by small trucks with no recording capabilities.									
4	13	63.00	11.40	11754	5.88	106.95	28.00	4.76	109.90	109.90
5	23	128.00	11.20	26496	13.25	417.92	304.00	22.95	63.40	63.40
6	10	88.00	8.10	21901	10.95	280.42	127.00	11.60	78.10	74.60
7	28	0.93	11.20	20458	10.23	323.19	9.00	0.88	63.30	19.30
8	22	17.00	9.60	4545	2.27	81.60	0.00	0.00	55.70	0.00
9	11	61.00	9.00	11768	5.88	121.07	115.00	19.54	97.20	97.20
EVENT TOTALS		533	10.20	149519	75	285.21	914	14.63	608	499
			Avg.			Avg.		Avg.		

Snow Operations Salt and Brine Data

Snow Event Date		2/4/2018								
Date of Recording		2/5/2018								
Recorder		ED								
Route	Truck ID	Total Miles Driven	Average MPH	Lbs of Salt Used	Tons of Salt Used	Lbs of Salt/Mi.	Gallons of Brine Used	Gal Brine/ Ton Salt	Salt Miles	Brine Miles
1	9	80.00	9.90	16471	8.24	232.64	133.00	16.15	70.80	70.80
2	27	41.00	11.20	11047	5.52	158.95	155.00	28.06	69.50	63.30
3	No Data Available. Route driven by small trucks with no recording capabilities.									
4	13	42.00	11.40	10253	5.13	93.29	120.00	23.41	109.90	109.90
5	23	46.00	11.20	13875	6.94	218.85	173.00	24.94	63.40	63.40
6	10	48.00	8.10	15281	7.64	195.66	201.00	26.31	78.10	74.60
7	28	35.00	11.20	12957	6.48	204.69	185.00	28.56	63.30	19.30
8	22	43.00	9.60	7945	3.97	142.64	0.00	0.00	55.70	0.00
9	11	58.00	9.00	16675	8.34	171.55	204.00	24.47	97.20	97.20
EVENT TOTALS		393	10.20	104504	52	182.23	1171	24.56	608	499
			Avg.			Avg.		Avg.		

[illegible][illegible]

Snow Operations Salt and Brine Data

Snow Event Date		2/9/2018	2/11/2018							
Date of Recording		2/12/2018								
Recorder		ED								
		Total Miles	Average	Lbs of	Tons of	Lbs of	Gallons of	Gal Brine/	Salt	Brine
Route	Truck ID	Driven	MPH	Salt Used	Salt Used	Salt/Mi.	Brine Used	Ton Salt	Miles	Miles
1	9	272.00	9.90	39200	19.60	553.67	708.00	36.12	70.80	70.80
2	27	295.00	11.20	29175	14.59	419.78	646.00	44.28	69.50	63.30
3	No Data Available. Route driven by small trucks with no recording capabilities.									
4	13	295.00	11.40	41495	20.75	377.57	337.00	16.24	109.90	109.90
5	23	204.00	11.20	32922	16.46	519.27	347.00	21.08	63.40	63.40
6	10	159.00	8.10	39029	19.51	499.73	377.00	19.32	78.10	74.60
7	28	235.00	11.20	31963	15.98	504.94	217.00	13.58	63.30	19.30
8	22	479.00	9.60	24267	12.13	435.67	0.00	0.00	55.70	0.00
9	11	295.00	9.00	46455	23.23	477.93	457.00	19.67	97.20	97.20
EVENT TOTALS		2234	10.20	284506	142	478.99	3089	24.33	608	499
			Avg.			Avg.		Avg.		



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

Agenda Item Number

New Business #2

Tracking Number

PW 2018-09

Agenda Item Summary Memo

Title: Bristol Bay Unit 3

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Maintenance Bond Release Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

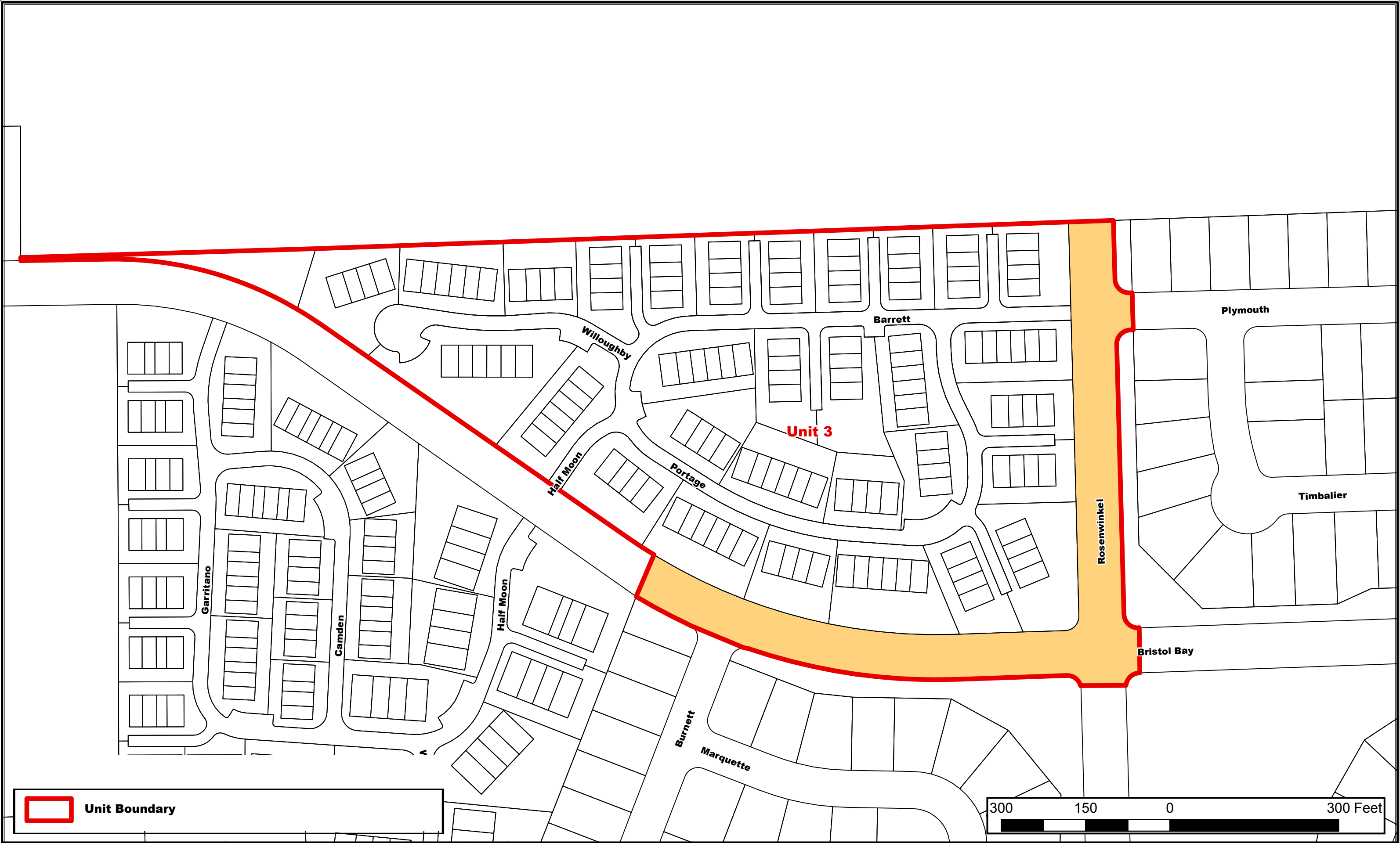
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: January 23, 2018
Subject: Bristol Bay – Unit 3

The one-year warranty period for the improvements previously accepted in Unit 3 of Bristol Bay will expire on January 24th, 2018.

The developer completed all outstanding items in the fall of 2017 and therefore we are in support of releasing the maintenance bond (Liberty Mutual Bond #268009420 in the amount of \$172,371.00).

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





Unit Boundary



March 30, 2017

Lisa Pickering
Deputy Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Unit 3 Townhomes in Bristol Bay

Dear Ms. Pickering,

Enclosed please find the Corrected Bond # 268009420 for the 12 month maintenance period. This unit was accepted by council on January 24th. At this time we would like to ask for the return of Bond # #SU114158 – Mass Grading, # 6544062 – Landscaping and # SU114152 – Site Improvements, as this maintenance bond replaces those. If I could please have the originals and a brief letter stating they have been released, you can return those directly to me.

If I can be of any further assistance, or you have any questions please do not hesitate to contact Joe Marx or myself.

Sincerely,

A handwritten signature in blue ink that reads "JoAnne M. Bowers".

JoAnne M. Bowers
DRE/HOA Manager

Cc: Bond File # SU11158, 6544062 and SU114152
Bradley P. Sanderson, P.E., Vice President, Engineering Enterprises, Inc.
Joe W. Marx



SUBDIVISION MAINTENANCE BOND

BOND NO. 268009420

KNOW ALL MEN BY THESE PRESENTS:

That Pulte Home Company, LLC, a Michigan Limited Liability Company as **Principal**, hereinafter called Contractor, and Liberty Mutual Insurance Company as **Surety**, hereinafter called Surety, are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois, 60560, as **Obligee**, hereinafter called City, in the penal sum of One Hundred Seventy Two Thousand Three Hundred Seventy One and NO/100 (\$172,371.00), for payment whereof Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a subdivision commonly known as Bristol Bay Unit 3 and as more particularly described and designated on the plat of said property, said plat being incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and specifications on file with the City and the City's Subdivision Control Ordinance, both made a part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the Contractor to post with the City this bond in the amount of ten percent of the improvements to guarantee the maintenance and performance of the improvements to remain free of defects in material, workmanship and installation for a period of one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform the obligations in accordance with the ordinances, standards and requirements of the City and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a period of time in which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days certified mail notice to the address above from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 10th day of February, 2017.

Principal

Pulte Home Company, LLC, a Michigan limited liability company

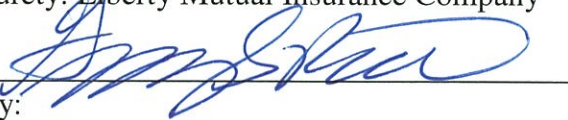
By:



Bryce Langen, Assistant Treasurer

Surety: Liberty Mutual Insurance Company

By:



Gregory S. Rives, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7568108

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brien O'Meara; D. Bryce Langen; Ellen Padesky Maturen; Gregory S. Rives; James Ossowski; James Zeumer; Jean Marusak; Kelly Yoakam; KellyMarie Conlon; Kim Hill; Ross Irwin

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2016.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF GEORGIA)

)ss.

COUNTY OF FULTON)

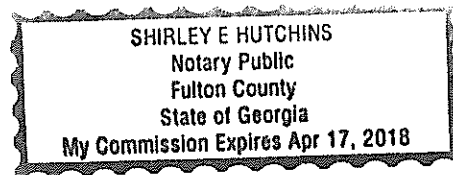
This record was acknowledged before me on February 10, 2017, by Gregory S. Rives, Attorney-in-Fact of Liberty Mutual Insurance Company, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand and official seal.



Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: April 17, 2018



ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

)ss.

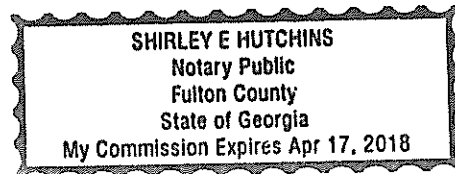
COUNTY OF FULTON)

This record was acknowledged before me on February 10, 2017, by Bryce Langen, Assistant Treasurer, of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me and is personally known to me.

WITNESS my hand and official seal.

Shirley E. Hutchings
Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: April 17, 2018





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

Agenda Item Number

New Business #3

Tracking Number

PW 2018-10

Agenda Item Summary Memo

Title: Galena Road – Grant of Easement Dedication

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 19, 2018
Subject: Galena Road Bridge Replacement

Background:

The United City of Yorkville and Kendall County entered into an IGA related to the Galena Road Bridge Replacement and the associated detour routes in February 2017. As part of the agreement, the City agreed to donate right-of-way for the construction of the bridge (page 5, paragraph 4 of the attached agreement).

The County has provided the dedication documents for the City to execute.

Question Presented:

Should the City execute the dedication documents?

Discussion:

The dedication documents have been reviewed by the City Attorney and EEI's surveying staff.

We are recommending approval of the dedication documents.

Action Required:

Consideration of approval for the dedication.

RESOLUTION NO. 2018-_____

**A RESOLUTION AUTHORIZING THE TRANSFER OF AN EASEMENT FOR RIGHT
OF WAY FROM THE UNITED CITY OF YORKVILLE TO THE
COUNTY OF KENDALL**

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 County of Kendall (the “County”) is preparing for a roadway improvement to County Highway 9 (Galena Road) within the corporate limits of the City to replace the Galena Road Bridge and has requested from the City the granting of an easement for additional highway right of way (the Transfer Property”); and,

WHEREAS, the City owns the Transfer Property right of way described in Exhibit A attached to and by this reference incorporated into this Resolution; and,

WHEREAS, the County declared that it is necessary and convenient for the County to use, occupy, and improve the Transfer Property for roadway purposes and requested that the Village transfer the Transfer Property to the County, all in accordance with the provisions of the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (Property Transfer Act); and

WHEREAS, the Mayor and City Council of the City desire to transfer the Transfer Property to the County, pursuant to the authority conferred by the Property Transfer Act;

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

Section 1: The foregoing recitals are hereby incorporated into this Resolution as findings of the Mayor and City Council.

Section 2: The Mayor and City Council hereby (a) approve an easement for right of way of the Transfer Property to the County, (b) authorize the Mayor to execute an instrument of conveyance to accomplish the transfer, (c) authorize the City Clerk to attest and to seal such instrument of conveyance with the Village’s corporate seal, and (d) authorize the Mayor and City Clerk to take all other necessary and appropriate actions to transfer easement rights for the right of way in the Transfer Property to the County.

Section 3: This Resolution will be in full force and effect from and after its passage by a vote of two thirds of the members of the City Council now holding office for its approval.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

_____ day of _____ 2018.

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____ 2018.

MAYOR

Owner	The United City of Yorkville, an Illinois municipal corporation
Address	02-10-400-004
Route	County Highway 9 (Galena Road)
County	Kendall
Parcel No.	3
P.I.N. No.	02-10-400-004
Section	16-00134-00-BR
Station	147+07.94 to
Station	155+75

A GRANT OF EASEMENT FOR RIGHT OF WAY
(Government Entity) (Non-Freeway)

The United City of Yorkville, an Illinois municipal corporation, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of One and 00/100's Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/2, grants, conveys, and dedicates to the County of Kendall, a body politic and corporate, (Grantee), a perpetual easement over the property described below for the purpose of a highway right of way:

See attached legal description.

situated in the County of Kendall, State of Illinois.

Grantor further grants to Grantee, the right to permit the Grantee and public utilities to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles of other structures for the support of such facilities and structures on said premises.

Dated this _____ day of _____, 2018.

The United City of Yorkville
Corporation Name

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of Illinois)
County of) ss
)

This instrument was acknowledged before me on _____, 2018, by

_____, as _____
and _____, as _____
of The United City of Yorkville, an Illinois municipal corporation, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax
bills to:

Kendall County
6780 Illinois 47
Yorkville, IL 60560

Route: County Highway 9 (Galena Road)
Section: 16-00134-00-BR
County: Kendall
Parcel: 3
Station 147+07.94 to 155+75
Owner: The United City of Yorkville
P.I.N.: 02-10-400-004

That part of the East Half of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, Bristol Township, Kendall County, Illinois described as follows, using bearings and grid distances referenced to the Illinois State Plane Coordinate System, East Zone, North American Datum 1983 (2011 Adjustment):

Commencing at a 5/8 inch iron rod found at the northwest corner of the Southeast Quarter of said Section 10, per Monument Record 9300244; thence South 01 degree 08 minutes 28 seconds East, 114.69 feet along the west line of said Southeast Quarter to the centerline of County Highway 9 (Galena Road); thence South 68 degrees 18 minutes 38 seconds East, 425.76 feet along said centerline; thence southeasterly, 799.98 feet along said centerline on a curve to the left, having a radius of 49,109.50 feet, the chord of said curve bears South 68 degrees 46 minutes 38 seconds East, 799.97 feet; thence South 69 degrees 14 minutes 38 seconds East, 208.77 feet along said centerline to the west line of the Northeast Quarter of the Southeast Quarter of said Section 10 for the Point of Beginning; thence South 01 degree 08 minutes 47 seconds East, 64.67 feet along said west line; thence South 69 degrees 14 minutes 38 seconds East, 283.76 feet thence southeasterly 598.71 feet on a curve to the left having a radius of 908.83 feet, the chord of said curve bears South 88 degrees 06 minutes 58 seconds East, 587.94 feet; thence North 16 degrees 59 minutes 17 seconds West, 60.00 feet to the aforesaid centerline; thence northwesterly, 599.18 feet along said centerline on a curve to the right having a radius of 848.83 feet, the chord of said curve bears North 88 degrees 06 minutes 58 seconds West, 549.12 feet; thence North 69 degrees 14 minutes 38 seconds West, 307.88 feet along said centerline; to the Point of Beginning.

Said parcel contains 1.205 acre, more or less, of which 0.723 acre, more or less, was previously used for roadway purposes, and 0.482 acre, more or less, is the net area required

Receipt for Donation

Owner The United City of Yorkville
Parcel No. 3

The County of Kendall, a body politic and corporate ("Grantee") acknowledges receipt of an Easement for Right of Way covering 1.205 acres, more or less, of which 0.723 acre, more or less, was previously used for roadway purposes (0.482 acre, more or less, is the net area required) dated _____ in Kendall County, State of Illinois as right of way for County Highway 9 (Galena Road), Section 16-00134-00-BR, and executed by the undersigned Grantor for the parcel referenced above.

Grantor and Grantee agree as follows:

1. This Receipt and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding promise or agreement, directly or indirectly related to the donation of the parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____, 2018

Grantor: The United City of Yorkville

Signature

Signature

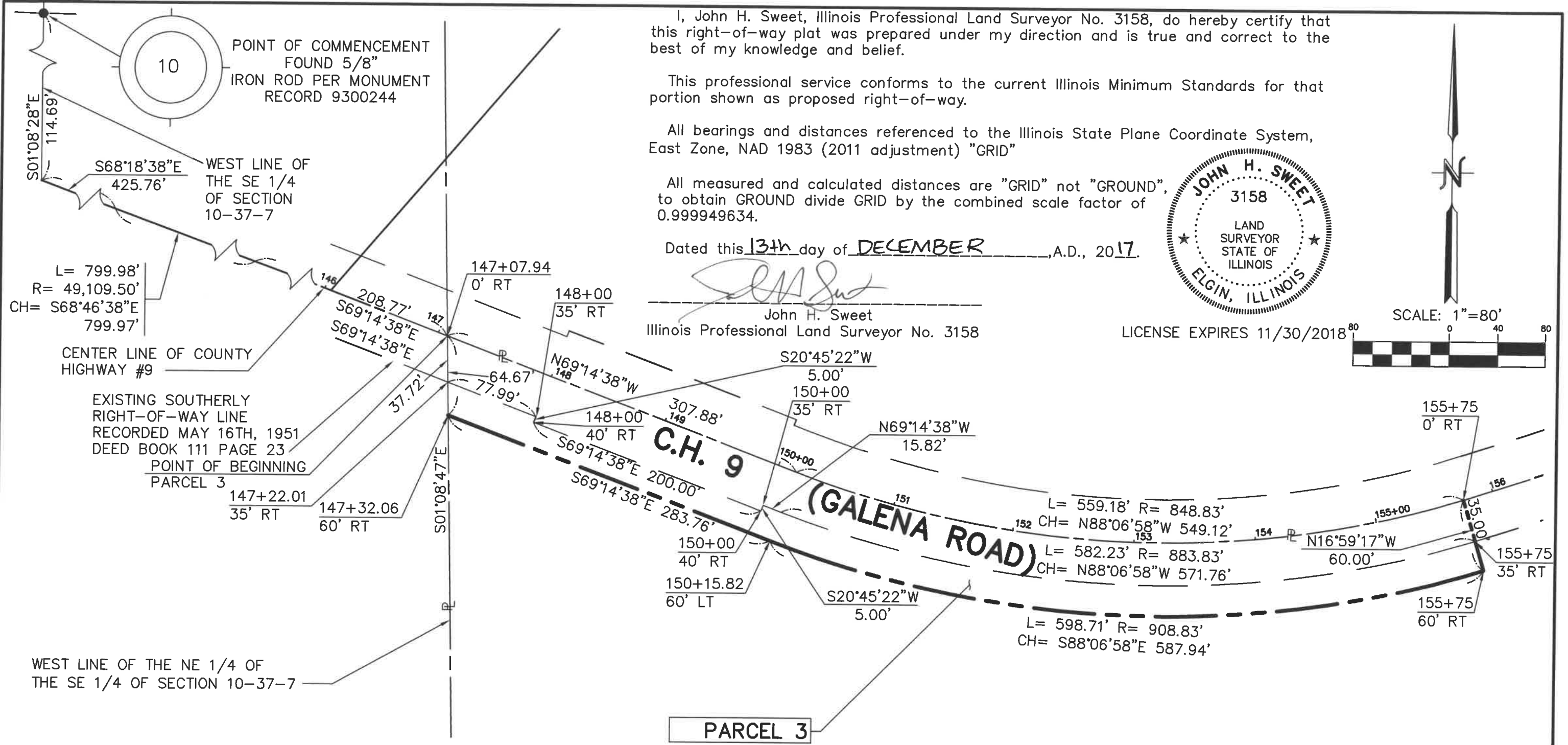
Print Name (and Title, if applicable)

(Print Name (and Title, if applicable))

Receipt of the donation executed by this Grantor is acknowledged.

Date

for the Kendall County Highway Department



I, John H. Sweet, Illinois Professional Land Surveyor No. 3158, do hereby certify that this right-of-way plat was prepared under my direction and is true and correct to the best of my knowledge and belief.

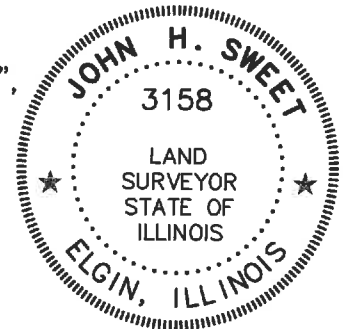
This professional service conforms to the current Illinois Minimum Standards for that portion shown as proposed right-of-way.

All bearings and distances referenced to the Illinois State Plane Coordinate System, East Zone, NAD 1983 (2011 adjustment) "GRID"

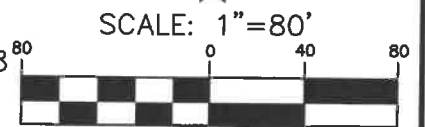
All measured and calculated distances are "GRID" not "GROUND", to obtain GROUND divide GRID by the combined scale factor of 0.999949634.

Dated this 13th day of DECEMBER, A.D., 2017.


[Signature]
John H. Sweet
Illinois Professional Land Surveyor No. 3158



LICENSE EXPIRES 11/30/2018



PARCEL 3
THE UNITED CITY OF YORKVILLE
TOTAL ROW = 1.205 ACRE±
EXISTING ROW = 0.723 ACRE±
ADDITIONAL ROW = 0.482 ACRE±

 <div>HAMPTON, LENZINI AND RENWICK, INC. 380 SHEPARD DRIVE • ELGIN, ILLINOIS 60123 847-697-6700 • www.hltrengineering.com CIVIL ENGINEERS • STRUCTURAL ENGINEERS • LAND SURVEYORS ILLINOIS PROFESSIONAL DESIGN FIRM & STRUCTURAL ENGINEERING CORP. #184.000959</div>	REVISIONS:	TAX ID: 02-10-400-004	RIGHT-OF-WAY PLAT ROUTE: CH 9 GALENA ROAD KENDALL COUNTY, BRISTOL TOWNSHIP CONSTRUCTION SECTION: 16-00134-00-BR STATION 147+07.94 TO 155+75	
		PART OF THE SOUTHEAST QUARTER OF SECTION 10		
		TOWNSHIP 37 NORTH, RANGE 7 EAST OF 3rd P.M.		
		WHEATLAND TITLE COMMITMENT: HLR-2017KL-1288		
		SURVEY DATE: 3-07-2016		
		HLR JOB NO.: 16.0089.230		
Signed	Recorded	Book	Page	Document No.

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, BRISTOL TOWNSHIP ROAD DISTRICT, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS RELATING TO THE GALENA ROAD BRIDGE PROJECT AND ASSOCIATED DETOUR ROUTES

WHEREAS, the United City of Yorkville, Kendall County, Illinois (“*City*”), the County of Kendall, Illinois (“*Kendall County*”), and the Bristol Township Road District (“*Township*”) are duly organized and validly existing units of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibit by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the City, Kendall County, and the Township are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

WHEREAS, a portion of Galena road will necessarily be closed when Kendall County replaces the Galena Road Bridge and a need for a safe detour route for the motoring public will be required; and,

WHEREAS, the proposed detour route, as is represented on Exhibit A, includes roads within the Jurisdiction of the City and the Township (the “*Subject Detour Route*”); and,

WHEREAS, a portion of Kennedy Road within the Subject Detour Route beginning at Bristol Ridge Road and extending northerly to Galena Road for a distance of approximately 7,400 feet (the “*Subject Road*”) is in need of resurfacing in order to promote the public’s safety for its use in the Subject Detour Route; and,

WHEREAS, the City, Kendall County, and the Township believe it to be in each of their respective best interests and the best interests of the citizens and taxpayers each serves to enter into an agreement to cooperate in establishing the Subject Detour Route and the resurfacing of

the Subject Road in accordance with the terms and conditions as set forth an intergovernmental agreement.

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

Section 1. That the Intergovernmental Agreement Between Kendall County, Illinois, Bristol Township Road District, Illinois and the United City of Yorkville, Illinois Relating to the Galena Road Bridge Project and Associated Detour Routes, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor and City clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 28 day of February, 2017.

Beth Warren
CITY CLERK

CARLO COLOSIMO

Y
Y
Y
Y

JACKIE MILSCHEWSKI

CHRIS FUNKHOUSER

SEAVAR TARULIS

KEN KOCH

JOEL FRIEDERS

DIANE TEELING

Y
Y
Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24 day of MARCH, 2017.

Harry J. Gold
MAYOR

Attest:

Beth Warren
City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY,
ILLINOIS, BRISTOL TOWNSHIP ROAD DISTRICT, ILLINOIS AND THE UNITED
CITY OF YORKVILLE, ILLINOIS RELATING TO THE GALENA ROAD BRIDGE
PROJECT AND ASSOCIATED DETOUR ROUTES**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) is by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*"), the Bristol Township Road District, a unit of local government of the State of Illinois (*the "Township"*) and the United City of Yorkville (*the "City"*) a municipal corporation of the State of Illinois.

WITNESSETH:

WHEREAS, the City, Township and Kendall County (*the "parties"*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, Galena Road Bridge crosses over Blackberry Creek about three-tenths of a mile west of Kennedy Road, and it has been determined that it is in need of replacement; and

WHEREAS, in order to efficiently and safely replace the Galena Road Bridge (the “*Galena Road Bridge Project*”), it will be necessary for Kendall County to close Galena Road in its entirety at said bridge for approximately six months. Such closure will result in the need for a safe detour route for the motoring public during such construction period; and

WHEREAS, Kendall County has determined that the most proper signed detour route for Galena Road, as is represented on Exhibit A, would involve traffic being redirected onto Cannonball Trail, Bristol Ridge Road and Kennedy Road (the “*Subject Detour Route*”); and

WHEREAS, certain parts of Bristol Ridge Road and Kennedy Road are municipal roads within the jurisdiction of the City; and

WHEREAS, Bristol Ridge Road north of Blackberry Creek Road is a township road; and

WHEREAS, the portion of Bristol Ridge Road to be utilized by the Subject Detour Route would begin at Kennedy Road and extend northerly to a point just north of Blackberry Creek Bridge, a distance of approximately 1,300 feet; and

WHEREAS, the portion of Kennedy Road to be utilized by the Subject Detour Route would begin at Bristol Ridge Road and extend northerly to Galena Road for a distance of approximately 7,400 feet (the “*Subject Road*”); and

WHEREAS, it is deemed to be in the best interest of Kendall County and the motoring public to improve and maintain the various roadways throughout Kendall County, including those within the municipalities of the County; and

WHEREAS, it has been determined that the Subject Road is currently in need of resurfacing prior to being utilized as a detour route for the general motoring public and that

Kendall County will provide the City with partial funding for such resurfacing for the public's safety; and

WHEREAS, it is the understanding of the parties that upon completion of the Galena Road Bridge Project, the City alone will maintain, repair and otherwise care for the Subject Road and that Kendall County will have no duties to maintain, repair or otherwise care for the Subject Road at any time in the future; and

WHEREAS, Kendall County, the Township and the City wish to enter into an agreement wherein they will cooperate in the establishment of the Subject Detour Route for use by the public during the Galena Road Bridge Project's construction and Kendall County and the City seek to cooperate in the resurfacing of the Subject Road as is herein laid out.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, Kendall County, the Township and the City covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. The City shall perform all related project bidding, awarding, engineering, inspection, documentation and payment in regard to the resurfacing of certain parts of the Subject Road no later than May 15, 2018 (the "*Kennedy Road Project*"). The City shall perform all services as specified herein in compliance with state and federal laws and regulations. The City shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws.

3. Kendall County shall be responsible for reimbursing the City an amount not to exceed one hundred and sixty thousand dollars (\$160,000.00) for the costs, which are budgeted for use on the Kennedy Road Project. Following completion of the Kennedy Road Project, Kendall County shall remit payment of one hundred and sixty thousand dollars (\$160,000.00), or such lesser amount as described below, to the City within thirty (30) calendar days of written request of the funds. Should the project costs not rise above one hundred and sixty thousand dollars (\$160,000.00), the County shall only be responsible for reimbursement of the lesser amount incurred by the City on said project.
4. During the course of construction of the Kennedy Road Project, the City shall ensure that each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Kennedy Road Project shall name Kendall County and the City as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all contractor and/or subcontractor liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County and the City.
5. In consideration for the above services, the City will permit Kendall County to utilize the Subject Road, as well as Bristol Ridge Road as a signed detour route for the Galena Road Bridge Project, which is expected to last six months and take place within the next five (5) years. Further, the City shall donate to Kendall County an approximately ½ acre right-of-way on the South side of Galena Road for use in the Galena Road Bridge Project. Kendall county shall prepare all necessary plats, legal descriptions and title work to enable such donation to take place.

6. The Township shall also permit Kendall County to utilize the portion of Bristol Ridge Road under its jurisdiction as a signed detour route for the Galena Road Bridge Project, which is expected to last six months and take place within the next five (5) years.
7. The parties hereby understand and agree that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on any of the parties to undertake maintenance, repairs or improvements to the Subject Detour Route roadways, except as are already provided by law or otherwise described in this Agreement.
8. Each Party shall hold harmless, indemnify and defend the other parties, including such party's past, present, and future board members, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from either 1) intentional, willful, wanton, reckless or negligent conduct by such indemnifying party in the use, maintenance, repair, and/or resurfacing of the Subject Road or 2) such indemnifying party's failure to adequately perform its obligations pursuant to this Agreement. However, no Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, reckless or negligent misconduct.

Nothing contained herein shall be construed as prohibiting The City, Township or Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The City, Township and/or Kendall County's participation in their own defense shall not remove the other party's and/or Contractors and

Subcontractors' duty to indemnify, defend, and hold the other party harmless, as set forth herein. The City, Township and Kendall County do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other such Acts by reason of indemnification or insurance.

9. Nothing in this agreement shall be interpreted to alter the parties' jurisdiction over any of the Subject Detour Route roadways.
10. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the Subject Road or the improvements completed thereon.
11. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
12. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to: Kendall County State's Attorney
807 John Street,
Yorkville, Illinois, 60560

If to the City: City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

If to the Township: Jeff Corneils
Bristol Township Highway Commissioner
P.O. Box 165
Bristol, IL 60512

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

13. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
14. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
15. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated

herein, this agreement supersedes any other prior written or oral agreements between the parties about the subject projects and may not be further modified except in writing acknowledged by all parties;

16. This Agreement may be terminated by any party by providing thirty (30) days advance written notice to the other party. However, the parties shall not be permitted to cancel the agreement once the City has begun the process of improving the subject portion of Kennedy Road. Further, neither the Township nor the City shall be permitted to terminate the Agreement once the Galena Road Bridge Project begins construction. Once construction has begun, any obligations assumed by the City and Township herein shall survive any termination of this Agreement
17. Nothing contained in this Agreement, nor any act of Kendall County, the Township or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Township and the City.
18. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless: 1) it is agreed to terminate this Agreement in writing signed by all parties, or 2) it is cancelled pursuant to paragraph 18 above, or 3) the Galena Road Bridge Project is completed, at which time the Agreement shall be terminated.
19. This Agreement shall be effective upon approval by the respective legislative bodies of Kendall County, the Township and the City and the date of this Agreement shall be deemed as the last date of acceptance of this as provided herein below.

20. Kendall County, the Township and the City 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 above date.

County of Kendall, a unit of local government
of the State of Illinois

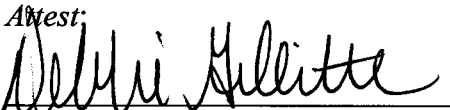
By: 
Chair, Kendall County Board

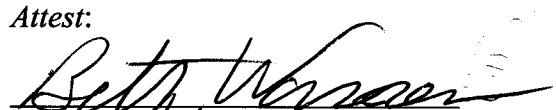
Date: 4/18/17

United City of Yorkville, Kendall County,
Illinois a municipal corporation

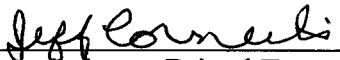
By: 
Mayor

Date: 3/24/17

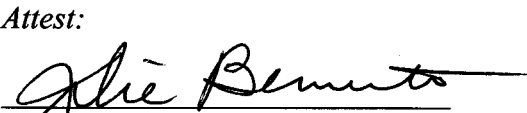
Attest:

County Clerk

Attest:

City Clerk

Bristol Township Road District, a unit of local
government of Illinois

By: 
Commissioner, Bristol Township Road District

Date: 4/26/17

Attest:

Township Clerk



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

Agenda Item Number

New Business #4

Tracking Number

PW 2018-11

Agenda Item Summary Memo

Title: Wrigley EDP Project – Change Order No. 5 (Final)

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 8, 2018
Subject: Wrigley EDP Project – Change Order No. 5 (Final)

The purpose of this memo is to present Change Order No. 5 (Final) for the above referenced project.

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

Background:

The United City of Yorkville and Geneva Construction Co. entered into an agreement for a contract value of \$400,504.10 for the above referenced project. Change Order Nos. 2, 3 and 4 adjusted the contract value to \$429,881.79. The construction budget (Grant Amount) for this project is \$586,438.00.

Questions Presented:

Should the City approve Change Order No. 5 (Final) which would decrease the contract amount by \$5,973.10, bringing the total contract to \$423,908.69?

Discussion:

Change Order No. 5 is a balancing change order that reflects the actual quantities installed on the project. The total value is \$5,973.10.

We are recommending approval of the Change Order No. 5 (Final).

Action Required:

Consideration of approval from the City Council for Change Order No. 5 (Final).



▷ 651 Prairie Pointe Drive | Suite 201 | Yorkville, IL 60560
Main 630.553.7560 + Fax 630.553.7646

▷ HRGREEN.COM

November 29, 2017

Mr. Brad Sanderson, P.E.
Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

RE: Wrigley Way and Illinois Route 47
Geneva Construction – Change Order No. 5 (Final)
HRG Job No.: 88140093

Dear Mr. Sanderson:

Attached you will find the fifth change order for the Wrigley Way and Illinois Route 47 Intersection Improvements. The change reflects the balancing of final quantities due to actual field measurements.

Change Order #5:	\$ (5973.10)
Previous Contract Amount:	<u>\$ 429,881.79</u>
Adjusted Contract Amount:	\$ 423,908.69

We recommend that the United City of Yorkville approve Change Order #5 to decrease the final contract amount to **\$423,908.69**.

If you have any questions or require any additional information, please call. I can be reached at (815) 693-8915.

Sincerely,

HR Green, Inc.

A handwritten signature in black ink, appearing to read 'Steve Hortega'.

Steve Hortega
Construction Technician III

SMH
Attachment

O:\88140093\88140093.03\Construction\Change Order\wrigleywayroute47-Change Order No 2Cover.doc



BLR 13210 (Rev. 11/07/13)

Total Net Change: \$ (5,973.10)

Amount of Original Contract: \$ 400,504.10

Amount of Previous Change Orders: \$ 29,377.69

Amount of adjusted/final contract: \$ 423,908.69

Total net addition to date \$ 23,404.59 which is 5.84 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: Final Balancing of Quantities

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The undersigned has determined that the change is germane to the original contract as signed.
- ☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: Steve Hortega
Construction Technician
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.



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

Agenda Item Number

New Business #5

Tracking Number

PW 2018-12

Agenda Item Summary Memo

Title: Fountain Village – Completion of Improvements

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Consideration of Bid Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Contract Award

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
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: February 8, 2018
Subject: Fountain Village – Completion of Improvements

Bids were received, opened and tabulated for work to be done on the project at 10:15 a.m., February 8, 2018. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the value of the funds received to complete the improvements.

We have also attached the agreement with First Midwest Bank for your information.

Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Wilkinson Excavating, Inc., 725 East LaSalle Street, Somonauk, IL 60552 in the amount of **\$130,455.00.**

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

BID TABULATION FOUNTAIN VILLAGE COMPLETION OF IMPROVEMENTS UNITED CITY OF YORKVILLE																	
		BID TABULATION BIDS RECD 2/8/2018		WILKINSON EXCAVATING 725 East LsSalle Street Somonauk, IL 60552		S&K EXCAVATING 904 East State Route 71 P.O. Box 655 Newark, IL 60541		KENDALL EXCAVATING P.O. Box 544 Yorkville, IL 60560		LEN COX & SONS EXCAVATING 1203 Theodore Street Crest Hill, IL 60403		JENSEN EXCAVATING P.O. Box 1138 Yorkville, IL 60560		COPENHAVER CONSTRUCTION 75 Koppie Drive Gilberts, IL 60136		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVE CONSTRUCTION DEBRIS	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 230.00	\$ 230.00	\$ 8,500.00	\$ 8,500.00	\$ 1,200.00	\$ 1,200.00	\$ 4,900.00	\$ 4,900.00	\$ 3,000.00	\$ 3,000.00
2	SWEEP DEBRIS	LSUM	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 320.00	\$ 320.00	\$ 6,500.00	\$ 6,500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
3	REPAINT FIRE HYDRANT	EA	6	\$ 100.00	\$ 600.00	\$ 75.00	\$ 450.00	\$ 905.00	\$ 5,430.00	\$ 850.00	\$ 5,100.00	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00
4	MANHOLE GROUTING-SANITARY	EA	1	\$ 275.00	\$ 275.00	\$ 150.00	\$ 150.00	\$ 1,407.00	\$ 1,407.00	\$ 950.00	\$ 950.00	\$ 300.00	\$ 300.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
5	MANHOLE LID REPLACEMENT-SANITARY	EA	1	\$ 172.00	\$ 172.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00	\$ 850.00	\$ 850.00	\$ 250.00	\$ 250.00	\$ 900.00	\$ 900.00	\$ 250.00	\$ 250.00
6	STRUCTURE CLEANING-STORM	EA	2	\$ 172.00	\$ 344.00	\$ 150.00	\$ 300.00	\$ 180.00	\$ 360.00	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
7	RESET FRAME-STORM	EA	2	\$ 276.00	\$ 552.00	\$ 400.00	\$ 800.00	\$ 115.00	\$ 230.00	\$ 450.00	\$ 900.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00
8	STRUCTURE ADJUSTMENT-STORM	EA	1	\$ 345.00	\$ 345.00	\$ 500.00	\$ 500.00	\$ 245.00	\$ 245.00	\$ 950.00	\$ 950.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00
9	INSTALL, REINSTALL OR REPAIR FILLETS IN STRUCTURE-STORM	EA	8	\$ 230.00	\$ 1,840.00	\$ 75.00	\$ 600.00	\$ 665.00	\$ 5,320.00	\$ 750.00	\$ 6,000.00	\$ 300.00	\$ 2,400.00	\$ 350.00	\$ 2,800.00	\$ 150.00	\$ 1,200.00
10	LOCATE & ADJUST STRUCTURE- STORM	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 600.00	\$ 600.00	\$ 1,360.00	\$ 1,360.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00	\$ 950.00	\$ 950.00	\$ 700.00	\$ 700.00
11	MANHOLE FRAME AND LID REPLACEMENT-STORM	EA	1	\$ 400.00	\$ 400.00	\$ 700.00	\$ 700.00	\$ 455.00	\$ 455.00	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00
12	BACKFILL AROUND STRUCTURE	EA	1	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 1,280.00	\$ 1,280.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00
13	INSTALL GRATE ON RISER	LSUM	1	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 418.00	\$ 418.00	\$ 685.00	\$ 685.00	\$ 2,500.00	\$ 2,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
14	CB TYPE A 4'-DIAMETER TYPE 11 F & G	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,530.00	\$ 2,530.00	\$ 2,300.00	\$ 2,300.00	\$ 5,500.00	\$ 5,500.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00
15	RELOCATE INLET, TYPE A W/NEW TYPE 11 F & G	EA	1	\$ 1,150.00	\$ 1,150.00	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
16	INVESTIGATE SETTLING AROUND STRUCTURE	EA	2	\$ 400.00	\$ 800.00	\$ 250.00	\$ 500.00	\$ 650.00	\$ 1,300.00	\$ 1,850.00	\$ 3,700.00	\$ 1,200.00	\$ 2,400.00	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00
17	INSTALL RESTRICTOR	EA	1	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,710.00	\$ 1,710.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,900.00	\$ 3,900.00	\$ 2,000.00	\$ 2,000.00
18	INSTALL RIP RAP	SY	100	\$ 30.00	\$ 3,000.00	\$ 55.00	\$ 5,500.00	\$ 50.00	\$ 5,000.00	\$ 125.00	\$ 12,500.00	\$ 72.00	\$ 7,200.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00
19	REPAIR BROKEN SPIGOTS	EA	8	\$ 800.00	\$ 6,400.00	\$ 500.00	\$ 4,000.00	\$ 989.00	\$ 7,912.00	\$ 1,000.00	\$ 8,000.00	\$ 900.00	\$ 7,200.00	\$ 650.00	\$ 5,200.00	\$ 500.00	\$ 4,000.00
20	STORM SEWER REMOVAL AND REPLACEMENT, 12"	LF	100	\$ 60.00	\$ 6,000.00	\$ 45.00	\$ 4,500.00	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 85.00	\$ 8,500.00	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00
21	SEAL LIFT PLUGS	EA	2	\$ 150.00	\$ 300.00	\$ 50.00	\$ 100.00	\$ 220.00	\$ 440.00	\$ 250.00	\$ 500.00	\$ 325.00	\$ 650.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
22	TYPE III BARRICADE INSTALLATION	LSUM	1	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00	\$ 710.00	\$ 710.00	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00	\$ 36,000.00	\$ 36,000.00	\$ 1,000.00	\$ 1,000.00
23	PAVEMENT MARKINGS, LETTER & SYMBOL	SF	70	\$ 6.00	\$ 420.00	\$ 6.00	\$ 420.00	\$ 46.00	\$ 3,220.00	\$ 30.00	\$ 2,100.00	\$ 22.00	\$ 1,540.00	\$ 18.00	\$ 1,260.00	\$ 10.00	\$ 700.00
24	PAVEMENT MARKINGS, 6"	LF	100	\$ 4.00	\$ 400.00	\$ 2.00	\$ 200.00	\$ 12.00	\$ 1,200.00	\$ 15.00	\$ 1,500.00	\$ 11.00	\$ 1,100.00	\$ 8.00	\$ 800.00	\$ 2.10	\$ 210.00
25	PAVEMENT MARKINGS, 24"	LF	40	\$ 6.00	\$ 240.00	\$ 7.50	\$ 300.00	\$ 45.00	\$ 1,800.00	\$ 35.00	\$ 1,400.00	\$ 44.00	\$ 1,760.00	\$ 31.00	\$ 1,240.00	\$ 10.00	\$ 400.00
26	STOP SIGN INSTALLATION	EA	1	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 180.00	\$ 180.00	\$ 650.00	\$ 650.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00
27	PCC SIDEWALK REMOVAL AND REPLACEMENT	SF	305	\$ 10.00	\$ 3,050.00	\$ 10.00	\$ 3,050.00	\$ 15.00	\$ 4,575.00	\$ 18.00	\$ 5,490.00	\$ 35.00	\$ 10,675.00	\$ 12.00	\$ 3,660.00	\$ 15.00	\$ 4,575.00
28	DETECTABLE WARNINGS	SF	60	\$ 30.00	\$ 1,800.00	\$ 80.00	\$ 4,800.00	\$ 55.00	\$ 3,300.00	\$ 35.00	\$ 2,100.00	\$ 40.00	\$ 2,400.00	\$ 27.00	\$ 1,620.00	\$ 25.00	\$ 1,500.00
29	HMA PAVEMENT REMOVAL AND REPLACEMENT	SY	75	\$ 35.00	\$ 2,625.00	\$ 53.00	\$ 3,975.00	\$ 80.00	\$ 6,000.00	\$ 135.00	\$ 10,125.00	\$ 60.00	\$ 4,500.00	\$ 110.00	\$ 8,250.00	\$ 150.00	\$ 11,250.00
30	PCC CC&G REMOVAL	LF	30	\$ 15.00	\$ 450.00	\$ 10.00	\$ 300.00	\$ 24.00	\$ 720.00	\$ 10.00	\$ 300.00	\$ 35.00	\$ 1,050.00	\$ 12.00	\$ 360.00	\$ 10.00	\$ 300.00
31	PCC CC&G B6.12	LF	100	\$ 40.00	\$ 4,000.00	\$ 35.00	\$ 3,500.00	\$ 40.00	\$ 4,000.00	\$ 65.00	\$ 6,500.00	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 30.00	\$ 3,000.00
32	RIVER BIRCH 6' TALL	EA	12	\$ 465.00	\$ 5,580.00	\$ 425.00	\$ 5,100.00	\$ 320.00	\$ 3,840.00	\$ 525.00	\$ 6,300.00	\$ 422.00	\$ 5,064.00	\$ 350.00	\$ 4,200.00	\$ 400.00	\$ 4,800.00
33	APPLE SERVICEBERRY, 6' TALL	EA	3	\$ 534.00	\$ 1,602.00	\$ 400.00	\$ 1,200.00	\$ 360.00	\$ 1,080.00	\$ 525.00	\$ 1,575.00	\$ 440.00	\$ 1,320.00	\$ 550.00	\$ 1,650.00	\$ 450.00	\$ 1,350.00
34	LITTLE LEAF LINDEN, 3" CALIPER, BALLED AND BURLAPPED	EA	2	\$ 770.00	\$ 1,540.00	\$ 415.00	\$ 830.00	\$ 350.00	\$ 700.00	\$ 525.00	\$ 1,050.00	\$ 600.00	\$ 1,200.00	\$ 900.00	\$ 1,800.00	\$ 450.00	\$ 900.00
35	BEVERLY CRABAPPLE	EA	12	\$ 525.00	\$ 6,300.00	\$ 415.00	\$ 4,980.00	\$ 350.00	\$ 4,200.00	\$ 525.00	\$ 6,300.00	\$ 430.00	\$ 5,160.00	\$ 490.00	\$ 5,880.00	\$ 450.00	\$ 5,400.00
36	THORNLESS HONEY LOCUST, 3: CALIPER	EA	3	\$ 790.00	\$ 2,370.00	\$ 415.00	\$ 1,245.00	\$ 350.00	\$ 1,050.00	\$ 525.00	\$ 1,575.00	\$ 620.00	\$ 1,860.00	\$ 800.00	\$ 2,400.00	\$ 450.00	\$ 1,350.00
37	NATURALIZE BASIN 1	LSUM	1	\$ 45,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00	\$ 49,000.00	\$ 49,000.00	\$ 28,000.00	\$ 28,000.00	\$ 55,000.00	\$ 55,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
38	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
	TOTAL BASE BID (Items 1 - 38)				\$ 130,455.00		\$ 136,350.00		\$ 149,332.00		\$ 166,750.00		\$ 169,179.00		\$ 174,370.00		\$ 156,235.00



IN REPLY PLEASE
REFER TO FILE NO..
17-1279

CAPADONA LAW FIRM, LTD.

Kristopher A. Capadona
kac@capadonalaw.com

October 18, 2017

Sent Via Email to: kfo@kfoassoc.com

Kathleen Field Orr

Kathleen Field Orr & Associates

53 West Jackson Blvd., Suite 964

Chicago, Illinois 60604

RE: Fountain Village Subdivision
LOC # 11953
United City of Yorkville, Kendall County, Illinois

Dear Ms. Orr:

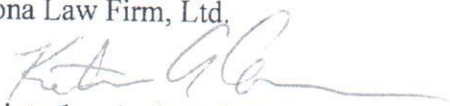
As a follow up to our discussions regarding the above referenced matter, the below summarizes First Midwest Bank's understanding and agreement regarding satisfaction and release of LOC No. 11953 in the amount of \$414,538.10, which City Counsel previously authorized to be called.

1. The United City of Yorkville (the "City") agrees to accept the sum of \$273,348.00 (the "LOC Funds") from First Midwest Bank in order to complete the punch-list improvements further detailed in Exhibit A (the "Punch List") hereto;
2. First Midwest Bank shall make pay the City the LOC Funds, to be deposited in the City's General Fund Account, and ear-marked for completion of the Punch List;
3. Upon payment by FMB of the LOC Funds, First Midwest Bank shall be released from LOC No.: 11953, and the requirements contained therein shall be satisfied;
4. The improvements denoted in the Punch List shall be completed by the City Engineers, or contractors approved and retained by the City, pursuant to City Code standards and procedures;
5. Upon completion of the Punch List items by the City, proof of completion shall be sent to FMB;
6. After expiration of eighteen (18) months following completion of the final items on the Punch List, any ear-marked funds remaining shall be returned to FMB.

Please confirm your acceptance of the terms hereinabove set forth.

Very truly yours,

Capadona Law Firm, Ltd.


By: Kristopher A. Capadona

Direct Line: 630-833-1123

kac@capadonalaw.com

KAC/kb

Cc: Marianne Schmoe

Agreed and Accepted:

FIRST MIDWEST BANK

By: Marianne Schmoe
Vice President, Special Assets

Agreed and Accepted:

United City of Yorkville

By: 

Its: 



United City of Yorkville

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

October 24, 2017

Standard Bank & Trust
7800 W. 95th Street
Hickory Hills, IL 60457

Re: Letter of Credit Release 11953
Crest Lake Holdings, LLC
Fountain Village Subdivision
Yorkville, Illinois 60560

To Whom It May Concern:

The United City of Yorkville has agreed to accept the sum of \$273,348.00 from First Midwest Bank in order to complete the punch-list improvements for the Fountain Village subdivision and upon receipt has agreed to release the Standard Bank Letter of Credit #11953.

The City is in receipt of First Midwest Bank Check #100700041 in the amount of \$273,348.00 and therefore, hereby releases Standard Bank Letter of Credit #11953 in its' entirety.

Enclosed please find the original Letter of Credit No. 11953.

If you have any questions or need additional information, please contact our office.

Sincerely,

Lisa Pickering
Deputy City Clerk

cc: Bart Olson, City Administrator (via email)
Krysti Barksdale-Noble, Community Development Director (via email)
Brad Sanderson, EEI (via email)

June 14, 2006

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Subdivision Name Fountain Village
 Letter of Credit No. 11953
 For Account of Crest Lake Holdings, LLC
 Amount \$1,079,916
 Date June 14, 2006

Gentlemen:

The undersigned Standard Bank & Trust Company by Kelly L. Beaty, its' duly authorized agent,, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Yorkville in the amount of \$1,079,916.00, which represents 110% of the cost of the improvements described herein. Such credit is available to be drawn upon by said City upon presentation to this bank of your demand for payment accompanies by a copy of this Letter of Credit.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the following public improvements in the aforesaid subdivision:

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

See Attached Revised Contractors Statement dated June 15, 2006

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by Crest Lake Holdings, LLC our customer, in accordance with the plans, specifications, completion schedules and cost estimates prepared by Smith Engineering Consultants, Inc.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 15% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

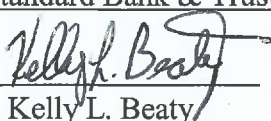
All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its' terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

BY: Standard Bank & Trust Co.

Name:


Kelly L. Beaty

Title: President

ATTEST:

Name:


Jeffrey T. Rzasa

Title: Vice President

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Irrevocable Letter of Credit shall expire on July 5, 2007, provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until July 5, 2007, without regard to any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above described improvements.

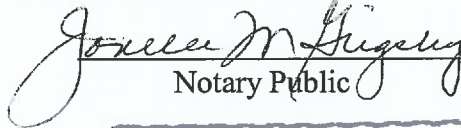
It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

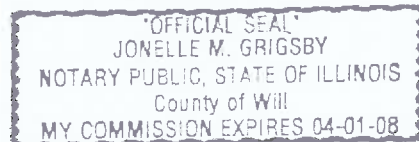
1. that said Letter of Credit will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or
5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

STATE OF ILLINOIS)
) SS
COUNTY OF Grundy)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kelly L. Beaty, personally known to me to be the President of the Standard Bank & Trust Co., and Jeffrey T. Rzasa, personally known to me to be the Vice President of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such President and Vice President respectively, and caused the corporate seal of said Standard Bank & Trust Co. to be affixed thereto pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this 20th day of June, 2006.

 SEAL
Notary Public



FOUNTAIN VILLAGE OF YORKVILLE
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PREPARED BY SMITH ENGINEERING CONSULTANTS, INC.
JOB NO. TOMI-050737
PREPARATION DATE: DECEMBER 16, 2006
REVISED: June 15, 2006

THIS TABLE DENOTES ENGINEER'S ESTIMATE

PAY ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
EARTHWORK CONSTRUCTION				
TOPSOIL STRIP	40.282	C.Y.	\$ 1.70	\$ 68,479.40
TOPSOIL RESPREAD	3.800	C.Y.	\$ 3.30	\$ 12,540.00
ON-SITE CUT/FILL & COMPACT	36.482	C.Y.	\$ 3.20	\$ 116,742.40
EROSION CONTROL FENCE	4140	L.F.	\$ 2.00	\$ 8,280.00
SEEDING	12.8	ACRES	\$ 2,000.00	\$ 25,600.00
TEMPORARY CONSTRUCTION ENTRANCE	1	EACH	\$ 2,500.00	\$ 2,500.00
			SUBTOTAL	\$ 234,141.80
SITE CONSTRUCTION				
AGGREGATE BASE COURSE, TYPE B, CA-6 4" (SIDEWALK)	1,838	S.Y.	\$ 2.00	\$ 3,676.00
AGGREGATE BASE COURSE, TYPE B, CA-6 12"	13491	S.Y.	\$ 5.00	\$ 67,455.00
BIT. CONC. SURFACE CSE. MIX C, CL I, TY 2, 1.5"	419	TONS	\$ 45.00	\$ 18,855.00
BIT. CONC. BINDER CSE. MIX B, TY 2, 1.5"	419	TONS	\$ 42.00	\$ 17,598.00
BIT. CONC. SURFACE CSE. MIX C, CL I, TY 2, 2"	1,016	TONS	\$ 45.00	\$ 45,720.00
BIT. CONC. BINDER CSE. MIX B, TY 2, 2"	1,016	TONS	\$ 42.00	\$ 42,672.00
BIT. MATERIAL PRIME COAT MC-30 (0.35 GAL/SY)	5,788	GAL	\$ 1.50	\$ 8,682.00
PAVEMENT MARKING		LUMP SUM		\$ 1,500.00
5" PCC SIDEWALK	16,541	S.F.	\$ 2.50	\$ 41,352.50
B.6-12 CURB AND GUTTER	6,409	L.F.	\$ 8.50	\$ 54,476.50
ROADWAY SIGNS		LUMP SUM		\$ 2,500.00
HANDICAP SIGNS	5	EACH	\$ 200.00	\$ 1,000.00
			SUBTOTAL	\$ 305,487.00
STORM SEWER CONSTRUCTION				
12" STORM SEWER CL A2, RCP	576	L.F.	\$ 19.00	\$ 10,944.00
15" STORM SEWER CL A2, RCP	168	L.F.	\$ 22.00	\$ 3,696.00
18" STORM SEWER CL A2, RCP	665	L.F.	\$ 23.00	\$ 15,295.00
24" STORM SEWER CL A2, RCP	803	L.F.	\$ 30.00	\$ 24,090.00
30" STORM SEWER CL A2, RCP	504	L.F.	\$ 39.00	\$ 19,656.00
36" STORM SEWER CL A2, RCP	183	L.F.	\$ 48.00	\$ 8,784.00
MH TA 4' DIA.	7	EACH	\$ 1,250.00	\$ 8,750.00
MH TA, 6' DIA.	5	EACH	\$ 1,600.00	\$ 8,000.00
MH TA, 6' DIA.	1	EACH	\$ 1,600.00	\$ 1,600.00
CB TC, 4' DIA.	9	EACH	\$ 1,600.00	\$ 14,400.00
CB TA, 6' DIA.	1	EACH	\$ 1,750.00	\$ 1,750.00
CB TA, 6' DIA.	3	EACH	\$ 3,000.00	\$ 9,000.00
INLET TA 2' DIA	11	EACH	\$ 700.00	\$ 7,700.00
18" FES PRC W/ GRATE	2	EACH	\$ 1,000.00	\$ 2,000.00
24" FES PRC W/ GRATE	4	EACH	\$ 1,300.00	\$ 5,200.00
36" FES PRC W/ GRATE	1	EACH	\$ 1,700.00	\$ 1,700.00
24" x 24" BOX CULVERT	5	L.F.	\$ 125.00	\$ 625.00
STORM SEWER TRENCH BACKFILL	1300	C.Y.	\$ 15.00	\$ 19,500.00
			SUBTOTAL	\$ 162,690.00

WATER MAIN CONSTRUCTION				
6" PRESSURE CONNECTION				
8" PRESSURE CONNECTION	6	EACH	\$ 1,200.00	\$ 7,200.00
FIRE HYDRANT	4	EACH	\$ 1,500.00	\$ 6,000.00
REMOVAL OF FIRE HYDRANT	7	EACH	\$ 2,500.00	\$ 17,500.00
6" DUCTILE IRON WATER MAIN	3	EACH	\$ 500.00	\$ 1,500.00
8" DUCTILE IRON WATER MAIN	379	L.F.	\$ 16.00	\$ 6,064.00
WATER MAIN TRENCH BACKFILL	723	L.F.	\$ 18.00	\$ 13,014.00
	780	C.Y.	\$ 20.00	\$ 15,600.00
			SUBTOTAL	\$ 66,878.00
SANITARY SEWER CONSTRUCTION				
4 FT SANITARY MANHOLE				
CORE AND BOOT, EXIST. SAN MH	1	EACH	\$ 1,200.00	\$ 1,200.00
CORE AND BOOT, EXIST. SAN MH W/ EXTERNAL DROP	2	EACH	\$ 1,000.00	\$ 2,000.00
SANITARY SEWER, 6" PVC	2	EACH	\$ 2,500.00	\$ 5,000.00
MANHOLE RECONSTRUCTION W/ EXT. CHIMNEY SEALS	378	L.F.	\$ 15.00	\$ 5,670.00
SANITARY SEWER TRENCH BACKFILL	4	EACH	\$ 1,000.00	\$ 4,000.00
	500	C.Y.	\$ 20.00	\$ 10,000.00
			SUBTOTAL	\$ 27,870.00
LANDSCAPING IMPROVEMENTS				
LANDSCAPING IMPROVEMENTS (BY OTHERS)	1	LUMP	\$ 184,675.00	\$ 184,675.00
			SUBTOTAL	\$ 184,675.00
SUMMARY - OVERALL IMPROVEMENTS				
EARTHWORK CONSTRUCTION				\$ 234,141.80
SITE CONSTRUCTION				\$ 305,487.00
STORM SEWER CONSTRUCTION				\$ 162,690.00
WATER MAIN CONSTRUCTION				\$ 66,878.00
SANITARY SEWER CONSTRUCTION				\$ 27,870.00
LANDSCAPING IMPROVEMENTS				\$ 184,675.00
TOTAL				\$ 981,741.80

EXHIBIT "A"

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 26 IN SUNFLOWER ESTATES PHASE 3; THENCE EASTERLY, 400.0 FEET ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID SUBDIVISION (BEING ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN TRUSTEES DEED RECORDED IN BOOK 594, PAGES 136 AND 137) TO THE WEST LINE OF ILLINOIS STATE ROUTE 47; THENCE SOUTHERLY, 824.74 FEET ALONG SAID WEST LINE (BEING 60 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID STATE ROUTE) TO THE CENTERLINE OF SCOTT DRIVE; THENCE SOUTHERLY, 472.86 FEET ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID SUNFLOWER ESTATES PHASE 3; THENCE WESTERLY, 296.04 FEET ALONG SAID EXTENDED LINE TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTHERLY, 1290.43 FEET ALONG SAID EAST SUBDIVISION LINE TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

June 5, 2009

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2250 Weber Road
Crest Hill, IL 60403

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$1,079,916.00

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE:

May 5, 2010

Please be advised that we are extending the expiration date of our Letter of Credit #11953 to May 5, 2010. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on May 5, 2010.

All other terms and conditions remain unchanged.

Sincerely,

STANDARD BANK & TRUST COMPANY

By: 

Kelly L. Beaty
President

By: 

Michael LaMonica
Vice President

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

July 23, 2010

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2250 Weber Road
Crest Hill, IL 60403

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$1,079,916.00

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE: November 5, 2010

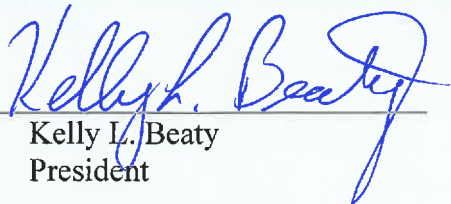
Please be advised that we are extending the expiration date of our Letter of Credit #11953 to November 5, 2010. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on November 5, 2010.

All other terms and conditions remain unchanged.


Sincerely,

STANDARD BANK & TRUST COMPANY

By:


Kelly L. Beaty
President

By:


Michael LaMonica
Vice President



IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

October 14, 2010

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2250 Weber Road
Crest Hill, IL 60403

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$1,079,916.00

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE:

October 5, 2011

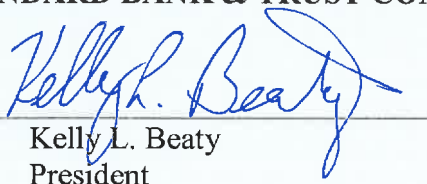
Please be advised that we are extending the expiration date of our Letter of Credit #11953 to October 5, 2011. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on October 5, 2011.

All other terms and conditions remain unchanged.


Sincerely,

STANDARD BANK & TRUST COMPANY

By:


Kelly L. Beaty
President

By:


Michael LaMonica
Vice President

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

December 27, 2010

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2250 Weber Road
Crest Hill, IL 60403

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$414,538.10

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE: November 5, 2011

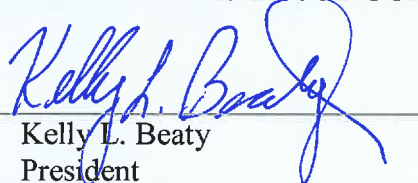
Please be advised that we are extending the expiration date of our Letter of Credit #11953 to November 5, 2011 and **the amount has been reduced to \$414,538.10 per your letter of November 24, 2010.** Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on November 5, 2011.

All other terms and conditions remain unchanged.


Sincerely,

STANDARD BANK & TRUST COMPANY

By:


Kelly L. Beaty
President

By:


Michael LaMonica
Vice President

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

October 5, 2011

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2433 Reeves Road
Joliet, IL 60436

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$414,538.10

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE:

January 5, 2102

Please be advised that we are extending the expiration date of our Letter of Credit #11953 to January 5, 2012. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on January 5, 2012.

All other terms and conditions remain unchanged.

Sincerely,

STANDARD BANK & TRUST COMPANY

By: 

Kelly L. Beaty
President

By: 

Michael LaMonica
Vice President

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

January 5, 2012

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2433 Reeves Road
Joliet, IL 60436

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$414,538.10

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE:

March 5, 2012

Please be advised that we are extending the expiration date of our Letter of Credit #11953 to January 5, 2012. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on March 5, 2012.

All other terms and conditions remain unchanged.

Sincerely,

STANDARD BANK & TRUST COMPANY

By: 

Kelly L. Beaty
President

By: 

Michael LaMonica
Vice President

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953

February 27, 2012

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2433 Reeves Road
Joliet, IL 60436

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$414,538.10

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE: September 5, 2012

Please be advised that we are extending the expiration date of our Letter of Credit #11953 to September 5, 2012. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL 60457, together with the original Letter of Credit and other documents, if any, required under that Letter of Credit on or before 1:00 P.M., on March 5, 2012.

All other terms and conditions remain unchanged.

Sincerely,

STANDARD BANK & TRUST COMPANY

By: _____

Kelly L. Beaty
President

By: _____

Michael LaMonica
Vice President

**AMENDED
IRREVOCABLE STAND-BY LETTER OF CREDIT NO. 11953**

October 14, 2016

BENEFICIARY:

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Mayor and Alderman

APPLICANT:

Crest Lake Holdings LLC
2433 Reeves Road
Joliet, IL 60436

BANK:

Standard Bank & Trust Company
7800 W. 95th Street
Hickory Hills, IL 60457

AMOUNT:

\$414,538.10

ISSUE DATE:

June 14, 2006

NEW EXPIRY DATE: October 15, 2017

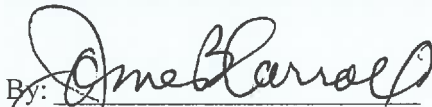
Gentlemen:

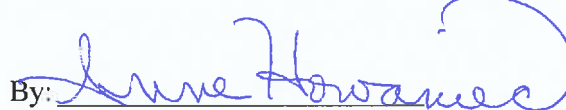
Please be advised that we are extending the expiration date of our Letter of Credit No. 11953 to October 14, 2017. Drafts drawn under this Letter of Credit must be presented to us at our office located at: 7800 W. 95th St., Hickory Hills, IL. 60457, together with the original Letter of Credit and other documents, if any, required under this Letter of Credit on or before 1:00 P.M., on October 14, 2017.

All other terms and conditions remain unchanged.

Sincerely,

STANDARD BANK & TRUST COMPANY

By: 
James B. Carroll
Executive Vice President

By: 
Anne K. Howaniec
Senior Vice President



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

Agenda Item Number

New Business #6

Tracking Number

PW 2018-13

Agenda Item Summary Memo

Title: Caledonia Subdivision – Completion of Improvement Status

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Completion of Improvement Status

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Direction on Proceeding with Completion

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
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: February 1, 2018
Subject: Caledonia

The purpose of this memo is to provide an update as to the status of the completion of the improvements for the development.

Background:

The City accepted the public improvements at their Council meeting on February 28, 2017. The developer then provided a one-year maintenance guarantee (value = \$557,615.58) as required by City code to cover any additional deficiencies.

EEI re-inspected the development in the fall of 2017 and issued a punchlist with several outstanding items (see attached). Many of the items were completed, however the following items remain:

- Bituminous surface course crack routing and sealing
- Replacement of dead or removed trees in parkway
- Removal of voluntary/nuisance trees growing in Lot A Detention Basin

The crack routing/sealing and tree replacement need to be completed in appropriate weather conditions. The maintenance guarantee that is on file will expire on February 28, 2018.

Discussion:

Staff has reviewed the situation and have determined that the following options are available:

1. Require that the developer renew the letter of credit at full value with a new expiration date. We would recommend an expiration date of July 1, 2018 if this were chosen. If the developer refuses, call the full letter of credit.
2. Require that the developer provide a new letter of credit with a reduced value to cover the remaining work items. We would recommend a value of \$60,000 and an expiration date of July 1, 2018.
3. Call the full letter of credit and complete the work in the Spring.

If the direction is to call the letter of credit, staff would prepare a letter of default and issue it to the developer. This would be the first step in officially calling the letter of credit and afford the developer an additional sixty (60) days to complete the required improvements, or until the end of April before the City moves to call the security.

Staff is recommending proceeding with option No. 2.

Action Required:

Staff is requesting direction on how to proceed.



September 27, 2017

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: *Caledonia – Phases 1 and 2 (1 Year Maintenance Inspection)*
United City of Yorkville
Kendall County, Illinois

Ms. Barksdale-Noble:

Representatives from Engineering Enterprises, Inc. performed an onsite punch list inspection of the public improvements for the above referenced project. A summary of the punch list items is listed below.

Sanitary Sewer

1. Structures S-4-4 & S-4-5-1 shall have the frame and lid replaced.

Storm Sewer

2. The following storm structures need to have the fillets installed, reinstalled, or repaired:

CB 322	INL 305	INL 341
CB 359	INL 507	INL 410
CB 409	INL 323	
3. The following structures have cracked adjusting rings which need to be replaced: CB-118 (mortared around rings) and CB-143
4. The following structures shall be cleaned of debris: INL-308, INL-341, CB-405, E-700,
5. The following structures had filter fabric or basket and could not be inspected: CB-114, CB-239, CB-322 and INL-341.
6. Structure CB-143 shall be located and raised to grade.
7. The following structures need to have their sump connections mortared: CB-239 and CB-355.
8. The following structures need to have their frames and adjusting rings reset: CB-114, CB-355, M-107, M-129, M-324, CB-356 and M-358.

9. We were unable to access CB-355 due to excessive weeds. The weeds shall be removed and CB-355 inspected.

Water Main

10. The auxiliary valve boxes for the following hydrants are at temporary grade but shall be raised to the finish grade once the house on the lot is built. : FH 29, FH 42, FH 48.
11. VB-9A box and frame is entirely broken and shall be replaced.

Roadway

12. All weeds and vegetation growing in the curb joint and between the curb line and pavement shall be removed.
13. The surface course is showing several cracks. The surface course should be routed and sealed.
14. Street name signs need to be installed at the corner of Shadow Wood Drive and Lauren Drive and the corner of Crestwood Drive and Lauren Drive.

Landscaping

15. Several parkway trees in front of developed lots are missing, have died or have been removed and shall be installed/replaced per the landscape plan, see attached exhibit for locations.
16. There are voluntary/nuisance trees growing in Lot A Detention Basin. These trees shall be removed, see attached exhibit for locations.
17. The entry monument shall be installed per plan.

If you have any questions or require any additional information please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



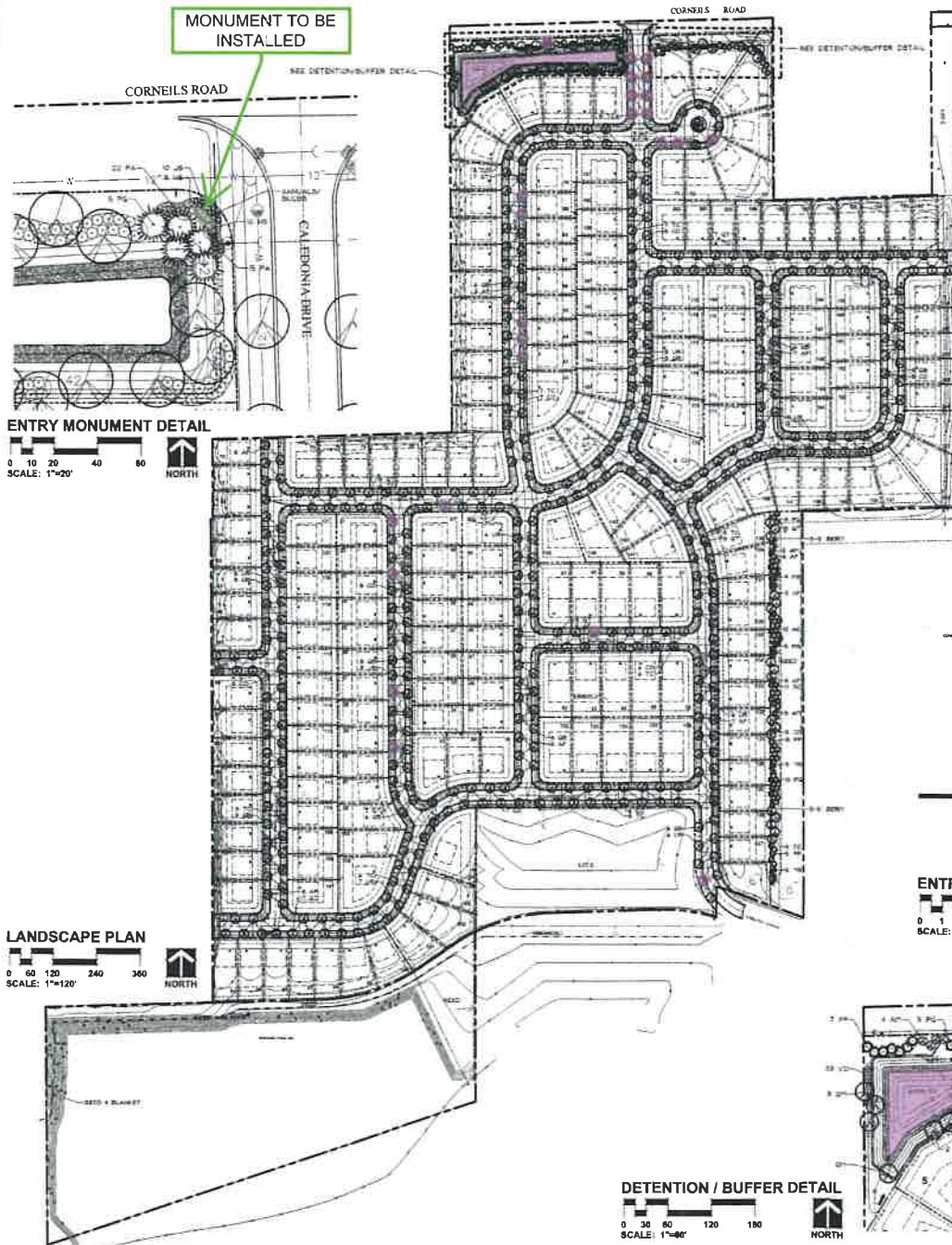
Bradley P. Sanderson, P.E.
Vice President

BPS/nls

Enclosures

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Ms. Kathy Field-Orr, City Attorney (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Mr. John Hunecke, Wyndham Deerpoint (via e-mail)
Mr. Rich Guerard, Wyndham Deerpoint (via e-mail)
JAM, NLS, EEI

parkway trees in front of developed lots are missing, have died or have been removed and shall be installed/replaced.

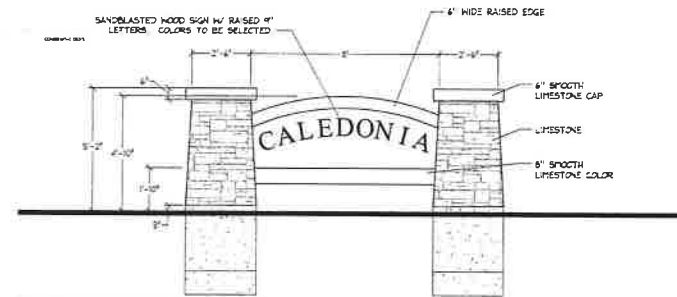


PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES				
AF	10	Aspen Pines	2 1/2" Cal.	
CO	75	Colorado Blue Spruce	3 1/2" Cal.	
ET	80	European Larch	3 1/2" Cal.	
GB	74	Green Bay White Oak	3 1/2" Cal.	
DI	13	Decorative	3 1/2" Cal.	
TC	8	Tree	3 1/2" Cal.	
TC4	8	Tree	4" Cal.	
LR	7	Tree	3 1/2" Cal.	
ORNAMENTAL TREES				
AF	2	Aspen Pines	6" Tall	Curve Form
BR	4	Burns Maple	6" Tall	Curve Form
FW	28	Flowering Dogwood	6" Tall	Curve Form
AC	28	Amelanchier	6" Tall	
PG	24	Pink Shrub	6" Tall	
PP	30	Pink Shrub	6" Tall	
CA	78	Canadian Red Cedar	8" Tall	4 O.C.
VO	83	White Birch	8" Tall	5 O.C.
HYDRANGEA SHRUBS				
JB	12	Hydrangea	6" Tall	3 O.C.
PA	74	Perennial	6" Tall	3 O.C.
PERENNIALS AND ORNAMENTAL GRASSES				
MS	18	Monarda	6" Tall	3 O.C.
PA	74	Perennial	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.
MS	18	Monarda	6" Tall	3 O.C.

GENERAL NOTES

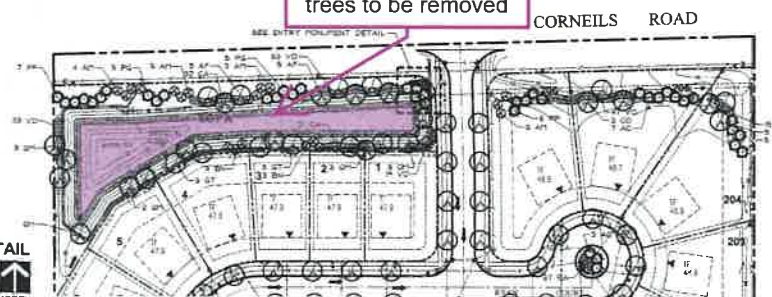
1. Contractor shall verify underground utility lines and is responsible for any damage.
2. The contractor shall install all existing utilities underground and approved where appropriate where underground utilities exist. Field adjustments must be approved by the landscape architect prior to installation.
3. Contractor shall verify all existing structures in the field prior to construction and shall notify landscape architect of any changes.
4. Material quantities shown are for construction estimate only. The Contractor must verify all material and supply quantities required to complete the job per plan.
5. Work shall conform to American Standards for Nursery Stock, State of Illinois Horticultural Practices, and Local Ordinance requirements.
6. The landscape architect reserves the right to request trees and shrubs other than those specified or to alter planting for construction or other reasons of safety, size and quality.
7. The landscape architect reserves the right to reject landscape material on the contractor's plant or material in place.
8. All plants shall be installed per the landscape plan and specifications. Plantings not found to be in compliance shall be replaced at the contractor's expense to the owner.
9. The grade, location and setback of all structures shall be verified by the landscape architect as shown. All trees and shrubs shall be planted in the specified locations.
10. Where planting beds exist, but are not shown, the contractor shall provide a minimum 6" depth of topsoil over the existing grade.
11. For trees planted in full sun, provide a 2" x 4" stake (minimum 6' long) (minimum 1/2" x 1/2" at 2' from trunk) as a support stake.
12. An irrigation system shall be installed in all planting beds at a rate specified by the landscape architect for each plant variety.
13. Contractor shall ensure and pay for all permits, fees and transportation necessary for the proper installation of this work and comply with all codes applicable to this work.



ENTRY MONUMENT ELEVATION

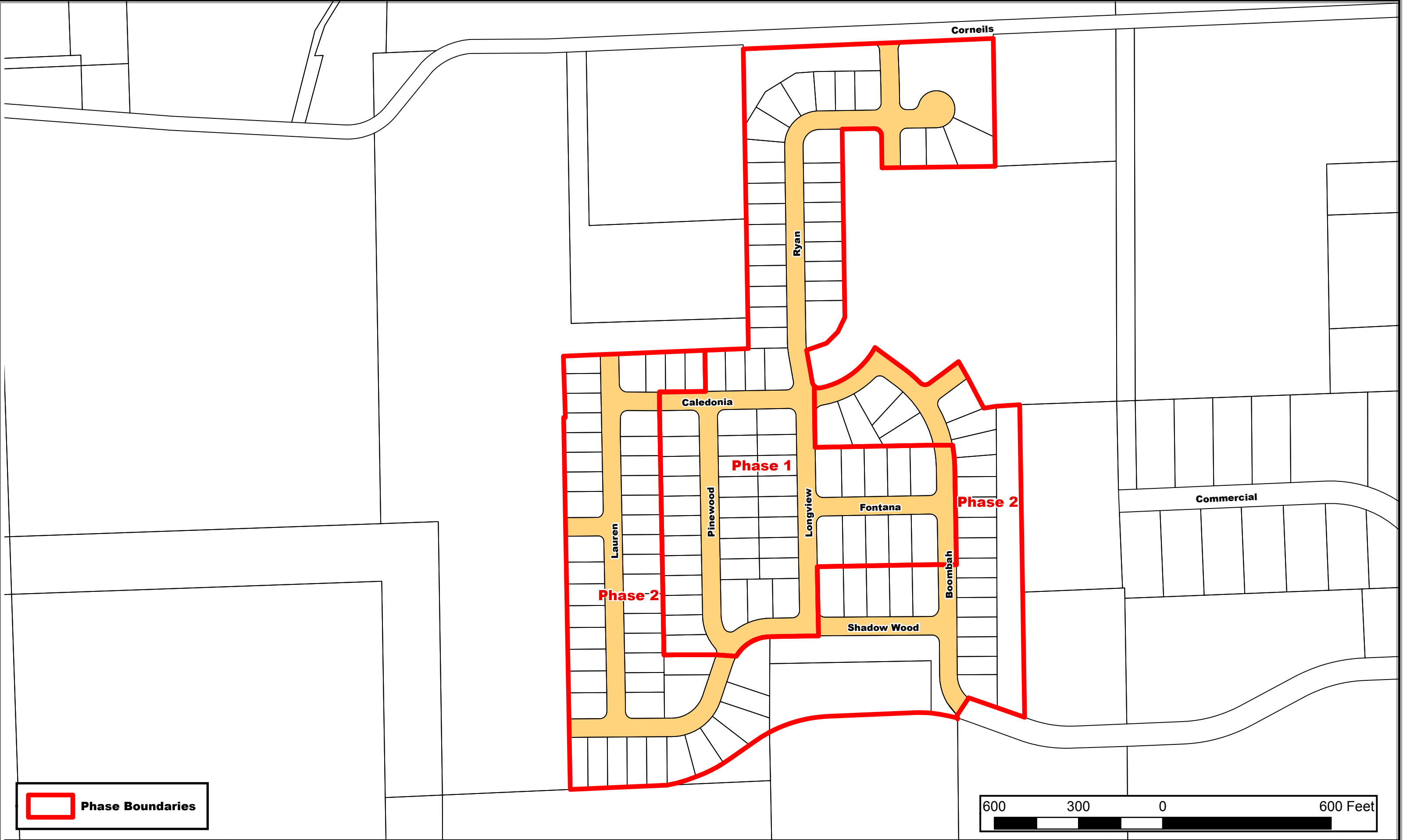


Voluntary/nuisance trees to be removed



GRWA
GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTS
211 NORTH MAIN STREET
SPRINGFIELD, ILLINOIS
62761-1000

CALEDONIA
YORKVILLE, ILLINOIS
LANDSCAPE PLAN



NO.	DATE	REVISIONS

DATE:	JANUARY 2017
PROJECT NO.:	YO1231
PATH:	H:/GIS/PUBLIC/YORKVILLE/2012/
FILE:	YO1231- CALEDONIA.MXD

CALEDONIA
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

LOCATION MAP





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

Agenda Item Number

New Business #7

Tracking Number

PW 2018-14

Agenda Item Summary Memo

Title: Kennedy Road Shared Use Path (ITEP)

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Consideration of Authorizations No. 4 and 5

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: February 2, 2018
Subject: Kennedy Road Shared Use Path (ITEP) – Authorization 4

The purpose of this memo is to present Authorization 4 for the above referenced project.

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

Background:

The State of Illinois and "D" Construction, Inc. entered into an agreement for a contract value of \$753,941.81 for the above referenced project. Construction began on July 17, 2017 and the project is approximately 99.9% complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$883,336.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Authorization No. 4 in the amount of \$770.00?

Discussion:

Authorization No. 4 covers additional labor and materials required to relocate curve ahead warning signs on Kennedy Road. Due to recent errant vehicles at these curve locations, four curve ahead warning signs were relocated to be in accordance with MUTCD policies. This work was done to better protect pedestrians utilizing the new shared use path.

The net change for all authorizations to date is \$13,811.30 which is a 1.83% increase to the original contract value bringing a revised contract value to date of \$767,753.11. The City will be responsible for 20% of the total or \$2,762.26.

We have attached IDOT form BC-22 for Authorization No. 4 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Authorization No. 4.



Authorization of Contract Changes

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

Date: 02/02/2018
County: Kendall
Section: 10-00042-00-BT
Route: FAU 3793
District: 3
Contract: 87628
Job No.: C9308815
Project No.: TE-00D3 (091)

Consultant's Name: Engineering Enterprises, Inc.

Contractor: D Construction
Address: 1488 South Broadway
Coal City IL 60416-

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

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
FAS ID: L22EK01			CCS Code 0930028						
X9300300	*	33	REM AND RELOC SIGN	EACH	4.000	192.5000	A	\$770.00	\$0.00
Amount of Original Contract: \$753,941.81								Totals: \$770.00	\$0.00
Net Change To Date: \$13,811.30 Percent Change: 1.83%								Net Change: 770.00	

Project Location: Kennedy Road, Yorkville, IL

Description and Reason: This authorization is for relocating curve ahead signs on Kennedy Road to be in accordance with MUTCD policies due to recent errant vehicles in order to better protect pedestrians on the bike path.

Determination: (G4) The undersigned determine that the change is germane to the original contract as signed, because the change in design is necessary to fulfill the original intent of the contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

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

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Joe Spika

Date Engineer of Construction

Resident: Bart Olson

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 02/02/2018

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



"D" Construction, Inc.

General Contractor

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

July 13, 2017

Illinois Department of Transportation
Divisions of Highways / District 3
700 East Norris Drive
Ottawa, IL 61350

Attn: Joe Spica

RE: IDOT Contract #87628, Kennedy Road BP
Kendall County
"D" Letter: 002

Dear Mr. Spica,

We have reviewed your request for the remove and relocate signs on the subject contract.
We propose the following unit price.

Remove and Relocate Signs

\$ 192.50 / EA

Please review and provide direction.

Please call me at our office if you have any questions or need additional information.

Sincerely,

X9300300 REM & RELOC SIGN

Steve Wahl
Project Manager

STA: 532 + 49

STA: 608 + 62

STA: 617 + 03

STA: 622 + 65



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: February 2, 2018
Subject: Kennedy Road Shared Use Path (ITEP) – Authorization 5

The purpose of this memo is to present Authorization 5 for the above referenced project.

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

Background:

The State of Illinois and “D” Construction, Inc. entered into an agreement for a contract value of \$753,941.81 for the above referenced project. Construction began on July 17, 2017 and the project is approximately 99.9% complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$883,336.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Authorization No. 5 in the amount of \$2,343.35?

Discussion:

Authorization No. 5 covers additional labor and materials required for ComEd to add a power pole mounted street light at the northeastern project terminus. Due to a high frequency of evening games played at Stephen Bridge Park, it is anticipated that a significant amount of evening pedestrian crossings of Kennedy Road will occur at this location. The additional street light will facilitate a safer crossing.

The net change for all authorizations to date is \$16,154.65 which is a 2.14% increase to the original contract value bringing a revised contract value to date of \$770,096.46. The City will be responsible for 20% of the total or \$3,230.93.

We have attached IDOT form BC-22 for Authorization No. 5 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Authorization No. 5.



Authorization of Contract Changes

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

Date: 02/02/2018
County: Kendall
Section: 10-00042-00-BT

Route FAU 3793
District: 3
Contract: 87628
Job No.: C9308815
Project No.: TE-00D3 (091)

Consultant's Name: Engineering Enterprises, Inc.

Contractor: D Construction
Address: 1488 South Broadway
Coal City IL 60416-

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

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
			FAS ID: L22EK01			CCS Code 0930028			
X9300400	*	33	COMED STREET LIGHT	L SUM	1.000	2,343.3500	A	\$2,343.35	\$0.00
Amount of Original Contract: \$753,941.81							Totals:	\$2,343.35	\$0.00
Net Change To Date: \$16,154.65							Percent Change: 2.14%	Net Change: 2,343.35	

Project Location: Kennedy Road, Yorkville, IL

Description and Reason:

This authorization is for the addition of a ComEd mounted street light at the northeastern project terminus. Due to the frequency of evening games at the baseball park, a significant amount of night pedestrian crossings of Kennedy Road is anticipated.

Determination:

(G4) The undersigned determine that the change is germane to the original contract as signed, because the change in design is necessary to fulfill the original intent of the contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

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

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Joe Spika

Date Engineer of Construction

Resident: Bart Olson

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 02/02/2018

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



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

Agenda Item Number

New Business #8

Tracking Number

PW 2018-15

Agenda Item Summary Memo

Title: Potential 2018 Federal RTP Applications

Meeting and Date: Public Works Committee - February 20, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Brad Sanderson, EEI; Erin Willrett, Assistant City Administrator;
Bart Olson, City Administrator
CC:
Date: February 20, 2018
Subject: Potential 2018 Federal RTP Applications

Overview

The federal “Recreational Trail Program” (RTP) is a competitive grant reimbursement program. It is a federally funded program that requires local matching funds from an eligible project sponsor. The program provides funding assistance for acquisition, development, rehabilitation and maintenance of both motorized and non-motorized trails or a combination of either. This program is administered through the Illinois Department of Natural Resources.

IDNR’s Federal RTP application period began on January 1, 2018 ends on March 1, 2018. Site visits and review of proposals will be conducted approximately April 1, 2018 – July 1, 2018. The Review and Selection Period should take place after that time frame with an announcement of selected projects in the spring 2019.

Funding

Applicants may apply for up to \$200,000 maximum per project in federal RTP funds. However, there is no maximum grant award amount set for acquisition projects and for motorized projects. Approximately \$1,500,000 will be awarded this cycle.

Federal funds will provide reimbursement up to 80 percent on approved projects. The required 20 percent local match is the responsibility of the project sponsor. If the project is selected for funding, there is a Grant Award Fee of 1% of the total funding assistance awarded with a maximum fee of \$5,000.

There is an application fee of $\frac{1}{4}$ of 1% (0.0025%) of the grant request. There is a minimum fee of \$100 and a maximum fee of \$300.

Utilizing federal funds for right-of-way and easement acquisition costs will lengthen the time required for the project significantly as these activities require federal authorization before proceeding.

A public hearing is required to solicit public review and comments on the creation of a new trail within a linear corridor. The Notice of Hearing must be advertised in a local newspaper of general circulation at least seven days prior to the Hearing date. Minutes of the Hearing, along with written comments received and a copy of the newspaper notice must be submitted as part of the application. The public hearing for the ComEd Trail project will take place during the City Council meeting on February 27, 2018. Because the City is only public applying for land acquisition costs for the Fox Road project, no hearing is required for that application.

Project Evaluation and Review Criteria

All federal RTP projects must be selected through a competitive process. The following criteria will be used by the Department for evaluating and ranking grant applications. Each criterion indicates the weighting that will be given to that criterion.

1. Projects of high need (20%), taking into account:
 - a. Trail significance – the estimated users that will be attracted to the trail/trail site; will it potentially be of interstate, State, regional or local importance;
 - b. Geographic distribution – will the proposed project, considering the trail type and proposed users of the trail or site, be the first in the county, area or region; and
 - c. Population served.
2. Project concept and quality (55%), taking into account:
 - a. Project type. The following will be considered in the priority listed:
 - i. acquisition of land for new trails/trail sites;
 - ii. initial development of trails/trail sites;
 - iii. additional development of existing trails/trail sites; and
 - iv. renovation of existing trails/trail facilities;
 - b. Trail length;
 - c. Proposed project cost per mile;
 - d. Diversity of trail use;
 - e. Scenic quality of the trail corridor or the trail site;
 - f. Availability of necessary amenities/support facilities, such as drinking water, restrooms and parking; and
 - g. Project sponsor maintenance capabilities and projects having the most long-term, stable management potential.
 - h. Environmental suitability of the proposed trail/trail site (5%).
 - i. Local support for the proposed project (5%).
 - j. Local financial contribution (5%).
 - k. Overall program suitability (10%).
 - l. Penalty Factors – Deduct up to 25%
 - m. Consideration is given to the applicant's past performance in completing Department grant projects or unresolved project violations, maintenance history of existing sites, and administrative considerations (such as application completeness and response time during the application process).

Potential Projects

Staff has identified two potential projects which we have investigated further. The projects are as follows:

- Fox Road Multi-Use Path from IL 47 to Hoover Forest Preserve – land acquisition costs only.
- ComEd Multi-Use Path from Kingsmill Street to Riverfront Park – max \$200,000

The City also applied for ITEP funding for both of these projects. This grant can be used as part of the local share amount toward the ITEP grant. If the City does not receive ITEP funding and does receive Federal RTP funding, there is time to evaluate how to move forward. There is approximately a 1-year review for this grant award. Before the City is awarded the grant, a contract is signed. This contract would come before the City Council for approval.

Further detail about each project is provided on the following pages.

Fox Road Multi-Use Path

Project Perimeters (Logical Termini):

IL Route 47 west to Hoover Forest Preserve Entrance

Existing Supportive Plans that references project:

Kane/Kendall Council of Mayors 2017 Bicycle Planning Map

Yorkville Trail Map (no date listed)

Yorkville Integrated Transportation Plan (2009)

Yorkville Comprehensive Plan (2016)

Easement or Land Acquisition Required:

Right of Way and Easement would need to be acquired along the length of the project.

Brief Description:

This path would provide a safe route for cyclists and pedestrians to travel to and from the downtown area to City and County subdivisions without walking/biking on Fox Road that would eventually lead to Hoover Forest Preserve. This would also give pedestrians and cyclists a safe alternative to an on-street option. This would be the first leg of a very important regional trail. Hoover Forest Preserve is a regional destination. It is the home course for the Yorkville Foxes boys and girls cross country teams, a county wide outdoor education center and meeting center. In addition, the preserve has 400+ acres to explore along the Fox River. It is the home course for the Yorkville Foxes boys and girls cross country teams, a county wide outdoor education center and meeting center. In addition, the preserve has 400+ acres to explore along the Fox River. In the long term, this trail would bring the City's regional trail system closer to the Eldamain Road Bridge project, which is expected to have its own trail system. It is expected that the Eldamain Rd Bridge project will bring the entire trail system very close to the Silver Springs State Park.

Benefits:

Over 911 homes would be directly connected to this trail, through neighborhood streets. This trail would allow residents of the River's Edge subdivision, White Oak, and Fox Glen, which contain over 330 homes, new access to the regional trail network. In the opposite direction, this trail would provide direct trail access to Hoover Forest Preserve's trail system for the majority of the City.

Concern:

ROW and land acquisition is a timely and costly process.

Estimated Land Acquisition Cost:

Total Cost: \$1,106,620

Grant amount: \$885,296

Local Share: \$221,324

ComEd Multi-Use Path

Project Perimeters (Logical Termini):

Kingsmill Street to Riverfront Park

Existing Supportive Plans that references project:

Kane/Kendall Council of Mayors 2017 Bicycle Planning Map

Yorkville Trail Map (no date listed)

Yorkville Integrated Transportation Plan (2009)

Yorkville Comprehensive Plan (2016)

Easement or Land Acquisition Required:

None. Currently have an easement agreement with ComEd for the land the multi-use path is proposed to be constructed upon.

Brief Description:

Proposed project will complete a multi-use trail gap through a beautiful wooded, stream-lined area that is not along a major arterial roadway (IL 47). The proposed multi-use ComEd path allows the City to plan for an active path through a natural area that has been set aside for the intent of recreational use. This will encourage north south travel in a growing and also throughout an established residential area. It will also provide access to an additional recreational area along the Fox River front and a connection to the downtown commercial corridor. The culverts and bridges that will be installed along the path will also provide a drainage benefit to the naturalized area.

Benefits:

This trail would allow new, direct access to the regional trail system for over 1,555 homes. This path will be much more picturesque than the Route 47 path.

Concern:

When the Route 71 expansion project occurs in the next 2-5 years, residents of Raintree Village, Windett Ridge, Country Hills, and Prestwick will be able to connect to the regional trail system through the Route 71 trail. So, the ComEd trail would somewhat duplicate an existing regional trail service.

Estimated Cost:

Total Cost: \$2,555,420

Grant amount: 200,000

Local Share: \$2,355,420



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

Agenda Item Number

New Business #9

Tracking Number

PW 2018-16

Agenda Item Summary Memo

Title: MFT Supplemental Appropriation and Revised Estimate of Cost

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Seeking approval for additional appropriation for bulk rock salt

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: February 13, 2018
Subject: MFT supplemental appropriation for salt

Summary

Due to our salt storage constraints, the number of times we have had to salt, and the relative low price of bulk rock salt I recommend that we appropriate an additional \$50,000.00 for the purchase of bulk rock salt.

Background

At this time, we have very limited room for salt storage here at Public Works and we have no additional salt storage available at the Kendall County Highway Department, where we are currently at our limit of 1000 tons. Our storage here at PW consists of a lean-to that can hold approximately 500 tons of salt that is somewhat protected, with an additional 200-300 tons that can be placed directly adjacent to the building, but not protected from the elements. During the snow season, we like to keep as much salt under protection to keep it from caking together and forming large chunks that we can't break apart easily.

In addition to the normal storage constraints, we had the problem of having nowhere to put the salt if we had any leftover due to a mild winter since we were completely full at the County and that we use the lean-to for covered storage for our summer materials such as mulch, black dirt, sand, and for storing sweepings until we can haul them away. To limit our potential storage problems this summer, I decided to only appropriate enough salt that would be used throughout a normal winter. Well, we have blown past our 1000 ton original order plus our 20% additional overage (200 tons) that we are allotted by IDOT. In addition, we have ordered and received 300 tons to deal with last week's constant snow. With 45-50 days of potential salt usage left to go this winter, we will need more salt. The question becomes, how much salt is enough for the rest of the winter?

Recommendation

In the FY18 budget, we have \$140,000 budgeted for salt. Our initial appropriation was for \$60,000 which leaves us with \$80,000 remaining before we would go over budget. Our current expenditures that were approved by IDOT are \$57,660. The additional 300 tons has not been formally approved and neither have any future purchases. I have talked to IDOT regarding the 300 tons and future purchases; their suggestion was to submit a supplemental appropriation and revised estimate of cost. Both of these documents are attached for your review, discussion and action. This has happened a few times in the past during extreme winters, and each time IDOT has approved our revised estimate and supplemental appropriation.

I recommend that we appropriate an additional \$50,034.50 for bulk rock salt. I also recommend that we purchase all the salt we can and store it at PW to take advantage of the price of \$48.05/ton. I believe after this year, we will see a sharp increase in salt price for next year. I

will gladly sacrifice summer storage to save thousands on our salt purchase next year. At \$48.05/ ton, our 300 tons we have already ordered will cost \$14, 415 which leaves us \$35,585 or an additional ~740 tons of salt that we can purchase if needed or if the council agrees that we should buy now at the known low price.

I would ask that this be placed on the February 20, 2018 public works committee agenda for discussion. If you have any questions or need further information please let me know.



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Mayor and City Council of the
(Council or President and Board of Trustees)
United City of Yorkville, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$50,035.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2017
(Date)
to April 30, 2018.
(Date)

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

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Ottawa, Illinois.

I, _____ Clerk in and for the United City
(City, Town or Village)
of Yorkville, County of Kendall

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and City Council at a meeting on February 27, 2018
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Clerk
(City, Town or Village)

<p align="center">Approved</p> <p align="center">_____ Regional Engineer Department of Transportation</p> <p align="center">_____ Date</p>



Local Public Agency: United City of Yorkville
County: Kendall

Section Number: 17-00000-00-GM supplemental

[illegible]

	Estimated Cost	MFT Portion	Other Funds	Preliminary Engineering		
Maintenance	272,480.00	272,480.00	-	Engineering Inspection		
Maint Eng	-		-	Material Testing		
Totals:	272,480.00	272,480.00	-	Advertising		
				Bridge Inspections		
Total Estimated Maintenance Engineering Cost					-	
Total Estimated Maintenance Cost					322,514.50	

Regional Engineer

Date _____



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

Agenda Item Number

New Business #10

Tracking Number

PW 2018-17

Agenda Item Summary Memo

Title: IL Rt 71 Improvements

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Consideration of Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 8, 2017
Subject: IL Rt 71 Improvements

Attached is the draft City-State Agreement from IDOT for the above referenced project. The intent of the agreement is to summarize the anticipated costs and outline the maintenance responsibilities to the City for the project. Currently, IDOT is projecting a Spring 2018 letting and a Fall 2018 construction start.

The total local share is anticipated to be \$435,850 as described on page 4 of the agreement. Note that the local share costs include the water main and sanitary sewer costs which were not included in the previously approved Letter of Understanding (attached). The water main and sanitary sewer costs were anticipated and have been budgeted.

The agreement is generally consistent with recent similar IDOT documents.

IDOT is requesting approval of the City-State Agreement along with the passing of the required ordinances and resolutions.



Memorandum

To: Public Works Committee
From: Rob Fredrickson, Finance Director
Date: February 14, 2018
Subject: Route 71 Project Budget Update

Summary

Budgetary update for the Illinois Route 71 project, regarding project costs allocated to the City-Wide Capital (23), Water (51) and Sewer (52) Funds. To be read in conjunction with the project materials presented by Engineering Enterprises, Inc.

Background

Below is a summary of previously budgeted Route 71 project costs compared to the revised figures presented by EEI pursuant to the intergovernmental agreement with the State of Illinois.

City-Wide Capital (23) Fund

The FY 2018 budget document shows the sidewalk, shared use path and road lighting portion appropriated in fiscal years 2019 & 2020, in the amount of \$55,200. The total budgeted project cost of \$110,400 matches the May 2011 memorandum of understanding from IDOT, a copy of which is included in your packet. Based on the recent agreement with the State, these figures have been revised downward to approximately \$91,000, and will be spread out over the next three fiscal years (FY 2019 thru 2021). This revision will be noted in the upcoming FY 2019 budget draft, and will result in a budgetary savings of \$19,400 to the City-Wide Capital Fund.

Water (51) Fund

The current year budget shows the water infrastructure improvement portion (construction engineering & construction) of this project allocated over fiscal years 2019 & 2020, in the amounts of \$302,400 and \$75,600, respectively; for a total of \$378,000. These budgeted numbers also included water infrastructure improvements in the Fox Highlands subdivision, which are slated to be done concurrently with the State project. Revised cost estimates now show the combined cost of the water portion of this project to increase by \$155,500, in comparison to the prior year's budget document. The water portion of the Route 71 project, which includes infrastructure improvements in Fox Highlands, will budgeted in the upcoming fiscal year in the amount of \$533,500.

Sewer (52) Fund

The FY 2018 budget shows the sewer infrastructure improvement portion (construction engineering & construction) of this project allocated over fiscal years 2019 & 2020, in the amounts of \$142,560 and \$35,640, respectively; for a total of \$178,200. Based on the updated agreement with the State, these figures have been adjusted slightly upward to \$189,000, which is an increase of \$10,800. Costs related to the sewer infrastructure portion of this project are slated to be budgeted in the upcoming fiscal year in the amount of \$189,000.

Recommendation

Informational item.



Illinois Department of Transportation

Division of Highways / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-1628
Telephone 815/434-6131

May 17, 2011

The Honorable Gary Golinski
Mayor of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Letter of Understanding
FAP 311 (IL 71)
Section (1,1-1)R
Kendall County

IL 71 (from IL 47 to IL 126)
Local Agency Cost Sharing

Dear Mayor Golinski:

This letter of understanding is the result of open communication between the city of Yorkville, the Illinois Department of Transportation and various stakeholders as part of the Department's Context Sensitive Solution process concerning IDOT's proposed widening of Illinois Route 71 from IL 47 and extending 5.4 miles to the west side of Orchard Road, in Oswego. IDOT and Yorkville city staff have met on various occasions to discuss the scope of work and the share of cost which will be required from the city of Yorkville. The purpose of this letter is to provide a clear understanding of the cost items and estimated cost the city is to incur. The City's signature of this letter represents Yorkville's commitment to the project. Such a commitment is required so these listed items can be designed into the project. The list below describes some preliminary pay items which require City participation. The city and state will enter into a formal agreement in the year construction begins which will detail the city's share of cost.

The total project cost is estimated at \$38.2 million. The southwest section of the project (IL 47 to IL 126) is funded at \$11.858 million in the Fiscal Year 2012-2017 Proposed Highway Improvement Program. The remaining portion of the project will be monitored and considered for inclusion in future programs. The Department has calculated the following preliminary local participation costs for the city of Yorkville:

1. Sidewalk – 20% local cost	\$10,000
2. Shared-Use Path (8' wide bituminous) – 20% local cost	\$42,000
3. Combined Road Lighting at IL 47 and IL 126 – 100% local cost	\$24,000
4. Pre-emption devices at IL 47 and IL 126 – 100% local cost	\$20,000
5. Engineering – 15%	<u>\$14,400</u>
Total estimated cost share for the City of Yorkville	\$110,400

A 10' wide path was offered per Department policy, but Yorkville requested an 8' wide paved path.

The Honorable Gary Golinski
Page 2
May 17, 2011

Should the City decide in the future to eliminate the work listed above, they may still be responsible for the actual cost of preliminary engineering up to \$14,400.

Final costs will be based on actual bid prices after the project has been let for construction.

Other items, such as utility relocations or sewer casings would also be 100% local agency cost.

The Yorkville portion of the project is tentatively scheduled for construction in the Department's FY 2012-2017 Proposed Highway Improvement Program, subject to project readiness and funding availability.

You will note two copies of this letter of understanding are enclosed for your review. If you agree with this proposal, please affix your original signature in the space provided on both copies, retain one for your files and return the second copy to this office.

If you have any questions or need further information, please contact Mr. Duane Lukkari, Studies and Plans Unit Chief at (815) 434-8565.

Sincerely,

Eric S. Therkildsen, P.E.
Acting Deputy Director of Highways,
Region Two Engineer




By: Dan Mestelle, P.E.
District Program Development Engineer

DL:lw/dl 5-17-11 Letter of Understanding Yorkville

cc: Lou Paukovitz
Joe Wywrot, City of Yorkville Engineer
Francis Klaas, Kendall County Engineer

APPROVED:



Gary Golinski
Yorkville Mayor

11-1-11

Date

FAP 311 (IL 71)
Section (1)R,I
Kendall County
Reconstruction to a 4-lane section with raised median
Job No. C-93-017-14
Contract No. 66D24
Agreement JN 318001

AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the United City of Yorkville of Kendall County, Illinois, hereinafter called the CITY.

WHEREAS, the STATE is an agency of the state government and the CITY is a unit of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5ILCS 220, et seq, and the Illinois Constitution Article VII, Sec. 10.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and CITY are desirous of reconstructing IL Route 71 (identified as Stagecoach Trail within the CITY) from IL 47 to just east of IL 126. Work will include removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised curb median, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Traffic signals will be improved at IL 47 and replaced at IL 126.

Termini of the subject project are approximately from the intersection of Illinois 47 with Illinois 71 to just east of the intersection of Illinois 126 with Illinois 71. The gross length of the project is 6,740 feet. The subject project is hereby identified under FAP 311 (IL 71), State Section (1)R,I, Job No. C-93-017-14 and Contract No. 66D24 (see project location map attached hereto as Exhibit # 1).

WHEREAS, the STATE is to apply Federal National Highway Performance Program (NHPP) funds toward financing this project. Application is at an 80 percent federal and 20 percent STATE matching formula.

WHEREAS, the existing subject portion of IL 71 consists of a two lane section (one lane in each direction) with median and auxiliary lanes at some intersections. Most of this section has an existing rural cross section with a combination of paved and aggregate shoulders and open roadside drainage ditches. Curb and gutter with enclosed drainage has been installed at some spot locations.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, design dimensions, elevations, item quantities and materials are to be obtained from the related project design plan sheets which serve as a supplement to this agreement. The said plans have been provided to the CITY for its review, comment and concurrence. Additional purposes

of this agreement are to provide estimated costs, cite cost sharing participation between the STATE and CITY, determine responsibilities of funding, commitments to payments, and define jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project.

WHEREAS, the proposed scope of work for the subject project is as follows:

- A. **Mainline IL 71 Reconstruction - (80% FEDERAL/20% STATE Cost):** Proposed is the removal of existing pavement and construction of new Portland cement concrete pavement. Two 12 foot through lanes in each direction will be provided. A raised curb median will be constructed with dedicated left turn lanes as appropriate and right turn lanes are proposed in addition where they are warranted. Storm sewer and barrier curb and gutter will be constructed along the median and edge of pavement throughout the project limits. Hot-Mix Asphalt (HMA) widening and resurfacing will be used at the ends of the project to transition into the existing pavement and shoulder widths.
- B. **Reconstruction of IL 126 intersection with IL 71 - (80% FEDERAL/ 20% STATE Cost):** The intersection pavement will be reconstructed to provide a lane configuration similar to the existing. Drainage and other improvements extend further along IL 126 as shown in the plans.
- C. **Reconstruction of Local Roads Intersecting IL 71 - (80% FEDERAL/ 20% STATE Cost):** Improvements are required on the adjoining local roads to match width and profile changes proposed on IL 71. The local road intersections to be included are as follows:
 - a. **IL 71 at Walnut Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - b. **IL 71 at Village View Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - c. **IL 71 at Candleberry Lane** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - d. **IL 71 at Raintree Road** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - e. **IL 71 at Country Hills Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing. Resurfacing will extend south to the intersection of Country Hills Drive with Greenfield Turn/Clover Court. Curb and gutter, sidewalks, and ditches will be reconstructed.
 - f. **IL 71 at Identa Road** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - g. **IL 71 at Wing Road** - The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
- D. **Upgrade or Replace Existing Traffic Signals - (80% FEDERAL/20% STATE Cost):**

- a. Traffic signals will be upgraded in the northeast and northwest quadrants of the intersection of IL 47 with IL 71. Both routes are under STATE jurisdiction so no CITY cost participation is required.
 - b. Traffic signals will be replaced at the intersection of IL 126 with IL 47. Both routes are under STATE jurisdiction so no CITY cost participation is required.
- E. **Highway Lighting – (100% CITY Cost):** At the intersection of IL 126 with IL 71 four luminaires will be installed in combination with traffic signal installation and two will be installed on new light poles. At the intersection of IL 47 with IL 71 one luminaire will be installed in combination with traffic signal installation in the northeast quadrant of the intersection. All lighting will be at 100 percent CITY cost.
- F. **Emergency Pre-emption Units – (100% CITY Cost):** Emergency pre-emption detectors and amplifiers will be installed as needed to serve all traffic signals within the project limits.
- G. **Shared Use Path - (80% FEDERAL/20% CITY):** An 8 to 10 foot wide asphalt surfaced path for shared bicycle and pedestrian use will be constructed along the south side of IL 71 from approximate STA 517+60 to 571+02 and along the north side of IL 71 from approximate STA 571+02 to 585+00. Shared use path will be constructed to connect all quadrants and crossings at the intersection of IL 126 with IL 71. All shared use path construction will be at 20 percent CITY cost participation.
- H. **Sidewalk – (Variable Cost):**
 - a. **Removal and Replacement of Existing Sidewalk -** Approximately 2,900 square feet of existing sidewalk will be removed and replaced at 100 percent STATE cost.
 - b. **Proposed new sidewalk –** Approximately 2,900 square feet of proposed sidewalk will be constructed at 20 percent CITY cost participation.
- I. **City Utility Relocation – (100% CITY Cost):** Relocation of CITY owned utilities will be at 100% CITY cost.
- J. **Land Acquisition – (100% STATE Cost):** The STATE will pay 100 percent of all costs for land acquisition required for the project, including acquisition required for shared use path and sidewalk.
- K. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of the said IL 71 project in that same will be of immediate benefit to CITY residents and permanent in nature.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The above stated recitals are incorporated herein by reference, as if full set out herein.
2. The STATE agrees to make the surveys, prepare the plans and specifications, obtain right of ways, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.
3. The STATE agrees to pay all land acquisition, construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated below.

Work Item	Construction Cost	Federal Cost		State Cost		City Cost	
Mainline IL 71 and intersecting side road reconstruction	\$16,150,000	12,920,000	80.0%	3,230,000	20.0%	0	0.0%
Traffic Signals	\$350,000	280,000	80.0%	70,000	20.0%	0	0.0%
Highway Lighting	\$35,000	0	0.0%	0	0.0%	35,000	100.0%
Emergency Pre-emption Units	\$12,000	0	0.0%	0	0.0%	12,000	100.0%
Shared Use Path and new sidewalk	\$160,000	128,000	80.0%	0	0.0%	32,000	20.0%
Sidewalk Removal and Replacement	\$10,000	8,000	80.0%	2,000	20.0%	0	0.0%
City Utilities	\$300,000	0	0.0%	0	0.0%	300,000	100.0%
subtotal		13,336,000		3,302,000		379,000	
Engineering (15%)						56,850	
Totals	\$17,017,000	13,336,000		3,302,000		435,850	

4. The CITY's participation shall be predicated on the percentages shown above for the specified work. CITY cost shall be determined by multiplying the final quantities times bid

unit prices of the awarded contract, plus an additional 15 percent for preliminary and construction engineering.

5. The CITY agrees to pass and approve a resolution appropriating \$440,000 to reimburse the STATE for the work as described in this agreement. A copy of the ordinance is attached hereto as Exhibit #2.
6. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit #2 proves to be insufficient to cover said cost.
7. The CITY agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the CITY will pay to the STATE from any funds allotted to the CITY, an amount equal to the CITY share \$440,000 divided by the estimated construction costs, \$17,000,000 multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid. The CITY's actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.
8. Upon final inspection of the improvement and so long as IL 71 (Stagecoach Trail) remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes, including turn lanes, and curb and gutter that adjoins these traffic lanes and any stabilized shoulders and/or roadside drainage ditches that serve the state highway. This includes box culverts and pipe culverts that are part of the roadside drainage system of IL 71.
9. It is mutually agreed by the STATE and the CITY that all CITY owned streets that intersect IL 71 and are impacted and thereby reconstructed by the STATE due to the highway project, will remain under the jurisdiction of the CITY at all times.
10. The CITY agrees to maintain the entire right of way outside of that maintained by the STATE. This includes but is not limited to, CITY utilities, landscaping, sidewalks, shared use paths, parkways, crosswalks and stop line/stop bar markings. Maintenance includes, but is not limited to, all cost of material and labor for repair and/or replacement of surfaces, path or sidewalk signing and marking, mowing, landscaping, drainage, snow and ice removal, clearing of debris and trash, and removal of graffiti.
11. The CITY agrees, upon completion of the project, to maintain all storm sewers and appurtenances by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with repair and/or replacement of inlet, manhole, and catch basin frames, grates, or lids. The CITY further agrees to repair and/or reconstruct structural failures to a maximum of 12 feet between adjacent inlets, manholes, or catch basins.
12. The STATE agrees to assume responsibility for repairs and/or reconstruction of the storm sewer system that exceeds the routine maintenance requirements of the CITY, as cited in the above paragraph.

13. The CITY agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being constructed as part of this project. The CITY agrees to obtain a permit from the STATE prior to routing any additional discharge to storm sewer system constructed as part of this contract.
14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy for signals and preemption devices shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on April 25, 2011. All existing traffic signals are being replaced or upgraded. No additional traffic signals are being installed at new locations under this contract.
15. The CITY agrees to assume all maintenance and energy costs for all roadway lighting that is to be constructed as part of this project.
16. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the CITY, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is 36-6006169. The CITY agrees to assume full responsibility for providing or causing to provide all funds required to pay the local share of cost participation in the subject project.
17. The CITY agrees to provide, prior to the STATE's advertising for the work to be performed hereunder, a letter, resolution, or signed plan approval indicating its review and approval of the STATE's plans and specifications for the subject project.
18. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 71 from IL 47 to IL 126 without the consent of the STATE.
19. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
20. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE. Relocation of CITY utilities included in the plans is at 100% CITY cost as outlined in item I.
21. The CITY has adopted and will put into effect an ordinance requiring that parking along IL 71 be prohibited within the limits of the United City of Yorkville, a copy of which is attached hereto as Exhibit 3.
22. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the work to be performed hereunder, regulating encroachment along the state highway. A copy of the ordinance is attached hereto as Exhibit 4.
23. Prior to the STATE's advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

24. The CITY will continue to enforce an existing ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers along the state highway, a copy of which is attached hereto as Exhibit #5.
25. The STATE agrees to invite representatives of the CITY to mutually inspect the completed project prior to the STATE's final approval of the work.
26. It is mutually agreed that obligations for the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding sources fail to appropriate or otherwise make available funds for this contract.
27. The STATE and CITY mutually agree that any work to be performed by other than CITY and/or STATE forces is subject to the Prevailing Wage Act, 820 ILCS 130/1 et seq. ("Prevailing Wage Act"). The STATE agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and the STATE agrees to notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event the STATE fails to comply with the notice requirements set forth in this paragraph, the STATE shall solely be responsible for any and all penalties, fines and liabilities incurred for contractors and/or subcontractors' violations of the "Prevailing Wage Act".
28. The STATE and CITY mutually agree that the STATE's contractors and/or subcontractors shall not discriminate on the basis of race, color, national origin or sex in performance of this agreement. The STATE agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of the STATE assisted contracts. Failure by the STATE to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.
29. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties regarding these specific components of this section of IL Route 71 as constructed under Contract 66D24. Previous agreements pertaining to other aspects of this section of highway, such as the referenced Master Traffic Signal Agreement, shall remain in full force and effect. This agreement may not be modified except in writing acknowledged by both parties.
30. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
31. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given in effect without the invalid provision.
32. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
33. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by December 31, 2020.

34. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
35. This agreement is passed and approved by the Mayor and City Council of The United City of Yorkville of Kendall County, Illinois and the State of Illinois, through its Department of Transportation.

Executed on Behalf of the United City of Yorkville of Kendall County, Illinois, on this _____ day of _____, 2018.

APPROVED:

ATTEST:

Gary Golinski, Mayor of United City of Yorkville

Beth Warren, City Clerk

Date

Date

Executed on Behalf of the State of Illinois,
Department of Transportation

Kevin F. Marchek, P.E.
Region Two Engineer

Date

FAP 311 (IL 71)
Section (1)R,I
Kendall County
Reconstruction of IL 71 from east of IL 47 to east of IL 126
Job No. C-93-017-14
Contract No. 66D24
Agreement JN 318001

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 311 (IL 71) , State section (1)R,I, the United City of Yorkville hereby approves the State's plans and specifications, as submitted to the City insofar as they apply to the interests of the City.

APPROVED this _____ day of _____, 2018.

By: _____

Title: _____

Resolution No. 2018-_____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE AND
ILLINOIS DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 71 (STAGECOACH TRAIL)
(Job No. C-93-017-14)**

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 desires to enter into an Intergovernmental Agreement for Federal Participation with the State of Illinois through its Illinois Department of Transportation that will provide funding for roadway improvements on Illinois Route 71 from Illinois Route 47 to just east of Illinois Route 126; and,

WHEREAS, the Illinois Department of Transportation has proposed an Intergovernmental Agreement that will establish the cost sharing for this project with the City’s local share being \$435,850; and,

WHEREAS, the City to indicate the availability of funding for this project shall set aside those funds necessary from its City-Wide Capital, Water and Sewer Funds.

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

Section 1: That the *AGREEMENT* (JN 318001) for Job Number C-93-017-14, that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois acting by and through its Department of Transportation and the City be and is hereby approved and that Mayor Gary J. Golinski is hereby authorized to execute said Agreement on behalf of the City.

Section 2: That the City shall appropriate the City’s local share of the project costs in the amount of \$435,850 and any additional funds that may be required.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this _____ day of _____, 2018

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this _____ day of _____, 2018

MAYOR

Project Location Map

FAP 311 (IL Route 71)
Section (1)R,I & (1)N&TS
Kendall County
Reconstruction from West of IL 47 to East of IL 126
Contract No.66D24 & 66D25

Exhibit 1

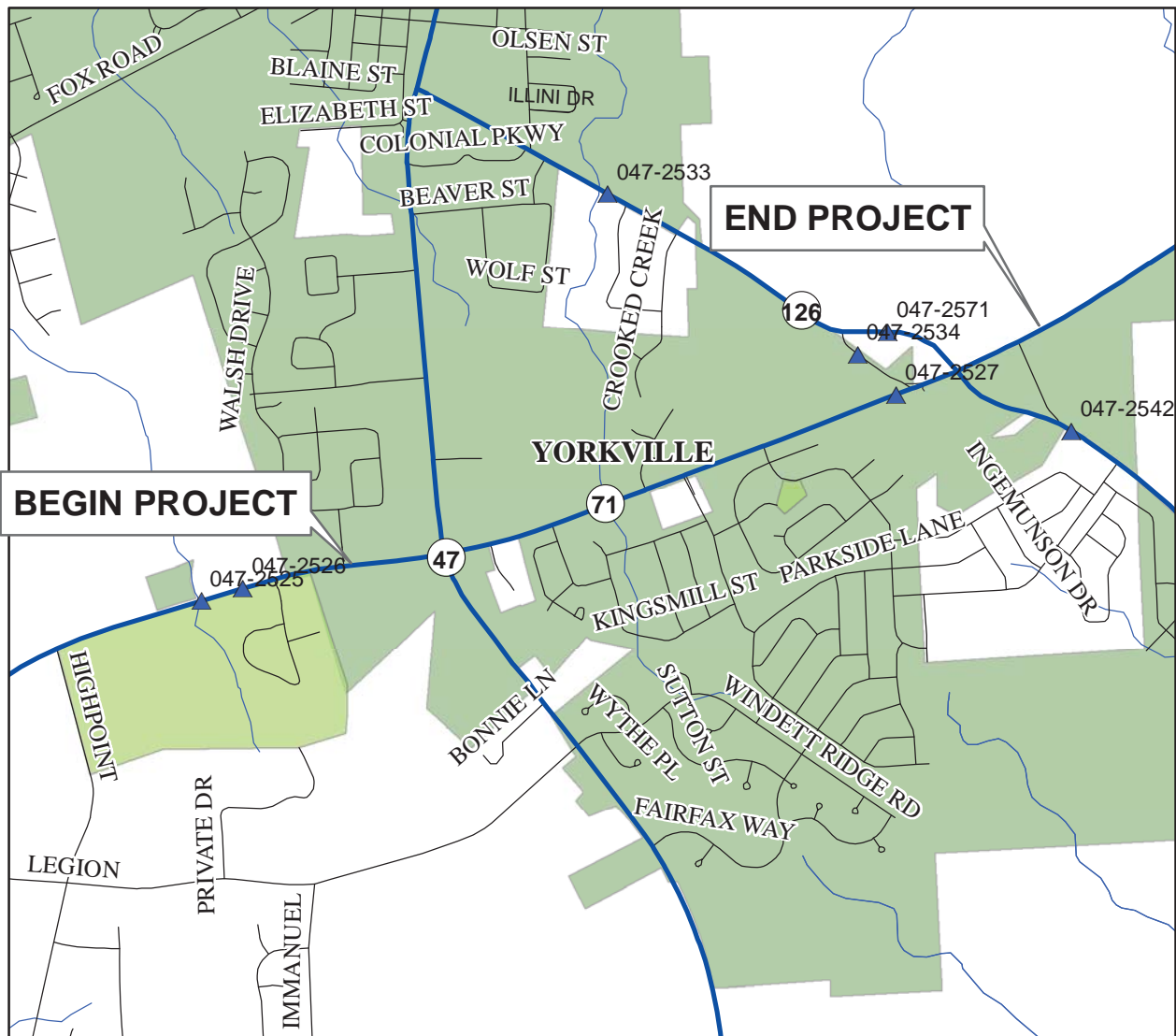
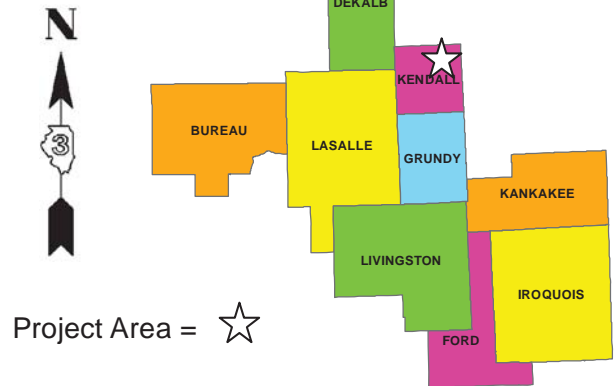


Exhibit ____
Resolution No. 2018-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL, ILLINOIS,
ESTABLISHING FUNDING FOR THE STATE OF ILLINOIS
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the United City of Yorkville (the “City”) has entered into an AGREEMENT with the State of Illinois for the improvement of Illinois Route 71, from Illinois Route 47 to the east of Illinois Route 126, known as State Section (1)R,I, Job No. C-93-017-14 and Contract No. 66D24; and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the City to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that there is hereby appropriated the sum of four hundred thirty five thousand, eight hundred fifty Dollars (\$435,850.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the City to pay its share of the cost of this improvement as provided in the AGREEMENT.

BE IT FURTHER RESOLVED, that the City agrees upon receipt of the first and subsequent progress payments made to the Contractor, the City will pay to the State from any funds allotted to the City, an amount equal to the City’s share \$440,000 divided by the estimated construction costs, \$17,000,000 multiplied by the actual progress payment made to the Contractor until the entire obligation incurred under the Agreement has been paid.

BE IT FURTHER RESOLVED, that the City agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

_____ day of _____, 2018

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

_____ day of _____, 2018

Gary J. Golinski, Mayor

STATE OF ILLINOIS
COUNTY OF KENDALL

I, Beth Warren, City Clerk in and for the United City of Yorkville hereby certify the foregoing to be a true and complete copy of this Resolution adopted by the President and Board of Trustees at a meeting on _____, 2018.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2018.

Beth Warren, City Clerk

(SEAL)

Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
ESTABLISHING NO PARKING REGULATIONS FOR ILLINOIS ROUTE 71
(STAGECOACH TRAIL)**

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, Section 11-208(a)1 of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1) authorizes a municipality to regulate the standing or parking of vehicles within its corporate limits.

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 6-2-2, PARKING PROHIBITED ON DESIGNATED STREETS, of the Yorkville City Code be and is hereby amended to add the following street:

“ILLINOIS ROUTE 71 (Stagecoach Trail)

Parking will be prohibited on both sides of Illinois Route 71 within the corporate limits of the City”

Section 3: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

Mayor

EXHIBIT 4
Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS PROHIBITING ENCROACHMENTS WITHIN THE
STATE OF ILLINOIS RIGHT OF WAY ALONG ILLINOIS ROUTE 71**

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving IL Route 71 from IL 47 to east of IL 126, known as State Section (1)R.I. Work will include removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised curb median, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Traffic signals will be improved at IL 47 and replaced at IL 126.; and,

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, the project passes through the United City of Yorkville; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an Ordinance regulating encroachments on the right of way of IL Route 71 in accordance with the following definitions:

1. Roadway Right of way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect:
2. Project Right of way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other public structure or object of any kind (with the exception of utilities and public road signs) which is placed, located, maintained, in, on, under or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention

of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings.

5. Construction easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the CITY, by concurrence with the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction activities.

WHEREAS, representatives of the CITY and the STATE have, by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments;

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 no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches, as defined above, upon the State of Illinois project or roadway right-of-way of IL Route 71, from IL 47 to east of IL 126.

Section 2: That the City Clerk of the United City of Yorkville is authorized and directed to attach a copy of this Ordinance to the AGREEMENT dated _____, 2018, by and between the State of Illinois and the United City of Yorkville relative to the above described improvement.

Section 3: 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 _____, 2018.

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2018.

MAYOR

THE CITY OF YORKVILLE WILL CONTINUE ITS ENFORCEMENT OF ORDINANCE 94-4
PROHIBITING CONNECTION OF SANITARY SEWER AND WASTE WATER INTO STORM
SEWERS AND OTHER HIGHWAY DRAINAGE SYSTEMS

EXHIBIT #5

AN ORDINANCE 94-4
PROHIBITING THE CONNECTION OF SANITARY SEWAGE AND INDUSTRIAL
WASTE WATER INTO STORM SEWERS AND OTHER HIGHWAY DRAINAGE SYSTEMS

BE IT ORDAINED, by the city of Yorkville, Kendall County, Illinois:

Section 1. It shall be unlawful for any person, firm or corporation, or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city of Yorkville.

Section 2. This ordinance is intended to and shall be in addition to all other ordinances, State statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.

Section 3. Any person, firm, or corporation violating this ordinance shall be fined not less than Twenty-Five Dollars (\$ 25.00), nor more than Forty Dollars (\$ 40.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

APPROVED:

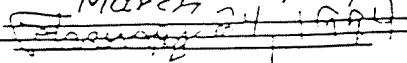

MAYOR

STATE OF ILLINOIS)
CITY OF YORKVILLE)
COUNTY OF KENDALL)

PASSED:

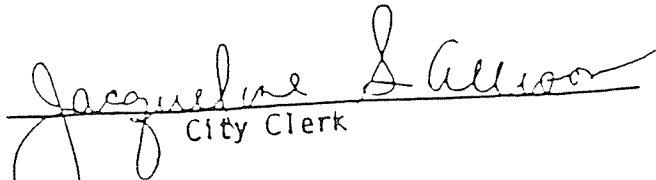
3-10-94

SIGNED:

March 10, 1994


I, Jacqueline S. Allison
City Clerk in and for the city of
Yorkville hereby certify the
foregoing to be a true, perfect, and
complete copy of an Ordinance adopted
by the Yorkville City Council at its
meeting on February 24, 1994
1994. March 10

(SEAL)


City Clerk



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

Agenda Item Number

New Business #11

Tracking Number

PW 2018-18

Agenda Item Summary Memo

Title: IL Rt 71 Improvements – Water and Sewer Update

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Review of Status

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

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
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: February 14, 2018
Subject: IL Rt 71 Improvements

The purpose of this memo is to provide an update as to the water main and sanitary sewer improvements that are necessary as part of this project.

Initially, it was anticipated that the City would be responsible for over \$1,250,000 worth of water main and sanitary sewer improvements to eliminate conflicts with the new roadway improvements. This involved the reconstruction of over 4,000 feet of water main along IL Rt 71.

The current plans for the improvements are highlighted in the attached exhibits. By working closely with the Public Works Department, we have greatly reduced the amount of water main that will remain within IDOT right-of-way. By removing this water main, it does now require improvements to be constructed within the Fox Highlands development.

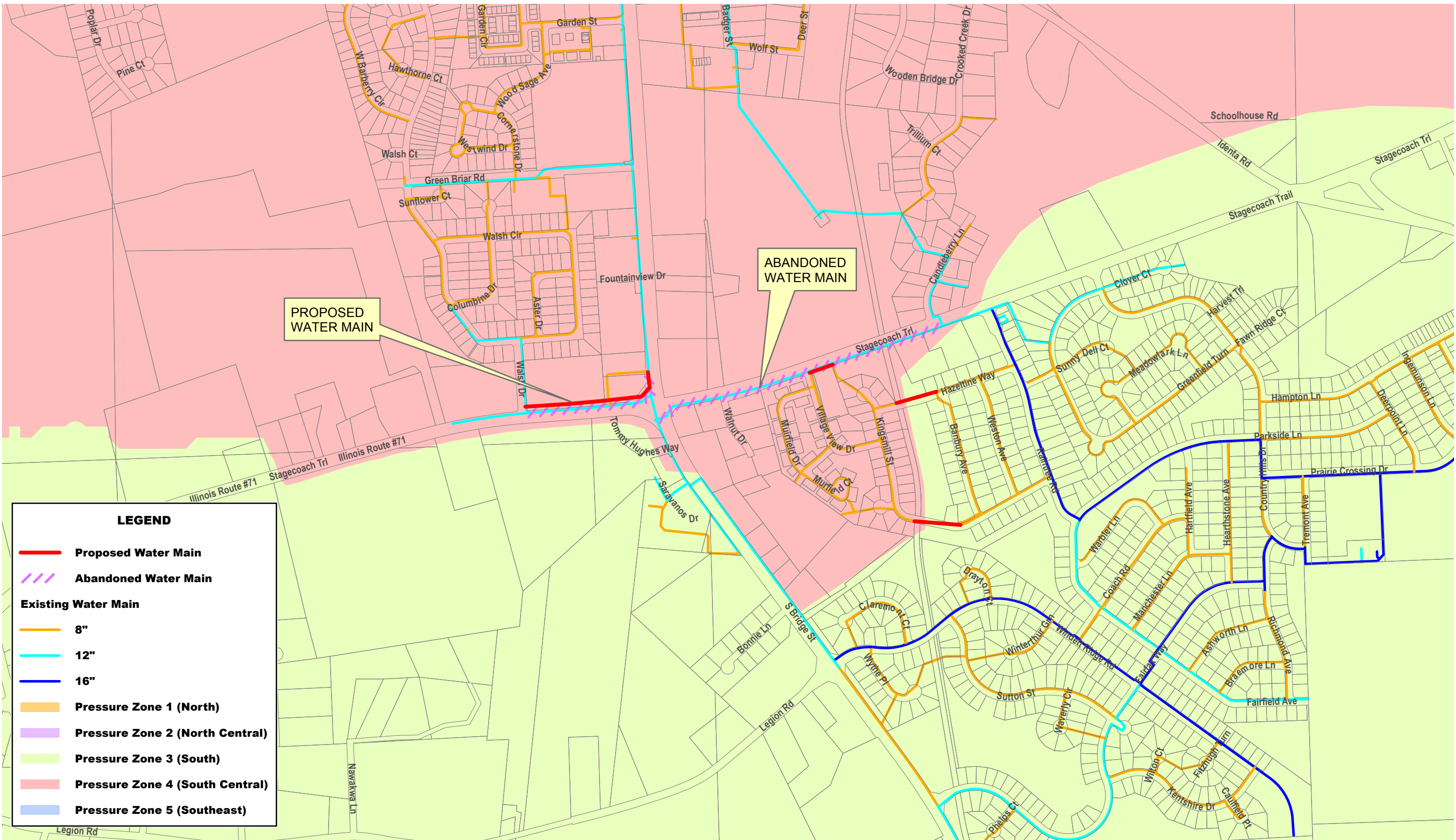
The current construction costs estimates are summarized below.

Contract 66D24 (Rt 47 – Rt 126) - Water	\$115,000	To Be Constructed as Part of Current IDOT Phase
Fox Highlands - Water	\$370,000	To Be Constructed as Part of Current IDOT Phase
Contract 66D24 (Rt 47 – Rt 126) - Sanitary	\$175,000	To Be Constructed as Part of Current IDOT Phase
Contract 66D25 (Walsh – Rt 47) - Water	\$385,000	To be Constructed in Future IDOT Phase

It should be noted that the water main and sanitary sewer work associated with the IL Rt 71 Improvements is included in IDOT's plans and will be part of the overall roadway contract. The plans are complete and are currently going through the permitting process with the IEPA.

The Fox Highlands water main work will have to be handled outside of the IDOT contract. We are targeting the March Public Works Committee meeting for an engineering agreement to include the Fox Highlands work. This work will have to be constructed in the fall of 2018 to align with IDOT's schedule.

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



LEGEND

Proposed Water Main

Abandoned Water Main

Existing Water Main

8"

12"

16"

Pressure Zone 1 (North)

Pressure Zone 2 (North Central)

Pressure Zone 3 (South)

Pressure Zone 4 (South Central)

Pressure Zone 5 (Southeast)



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

Agenda Item Number

New Business #12

Tracking Number

ADM 2018-19

Agenda Item Summary Memo

Title: US Route 34 Improvements (Center to Eldamain) – Sound and Retaining Walls

Meeting and Date: Public Works Committee – February 20, 2018

Synopsis: Review of Options

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk
Date: February 9, 2018
Subject: US Route 34 Improvements (Eldamain to Center) – Sound and Retaining Walls

Background:

Part of the IDOT reconstruction and expansion of the US Route 34 from Eldamain to Center Parkway involves the construction of noise abatement walls and retaining walls (See attached exhibit for the locations). IDOT has submitted three options for texture and color of the noise abatement wall and two options for texture of the retaining wall. The section of the retaining wall east of Game Farm Road will tie into the existing retaining wall on Game Farm Road.

The options for the texture of the noise abatement wall are as follows (See attached):

- | | |
|--|--------------------------------|
| • Noise Wall Option 1 – 1.5” Ashlar (#12020) | No additional cost |
| • Noise Wall Option 2 – .75” Ashlar (#094A) | Additional Cost - \$66,212.96 |
| • Noise Wall Option 3 – Fence Stone (#192) | Additional Cost - \$132,425.93 |

The options for the color of the noise abatement wall are as follows (Drawdowns of the color samples will be brought to the committee meeting):

- Sandstone
- Federal 30372
- Siberian Haze

The two options for the texture of the retaining wall are as follows (See attached):

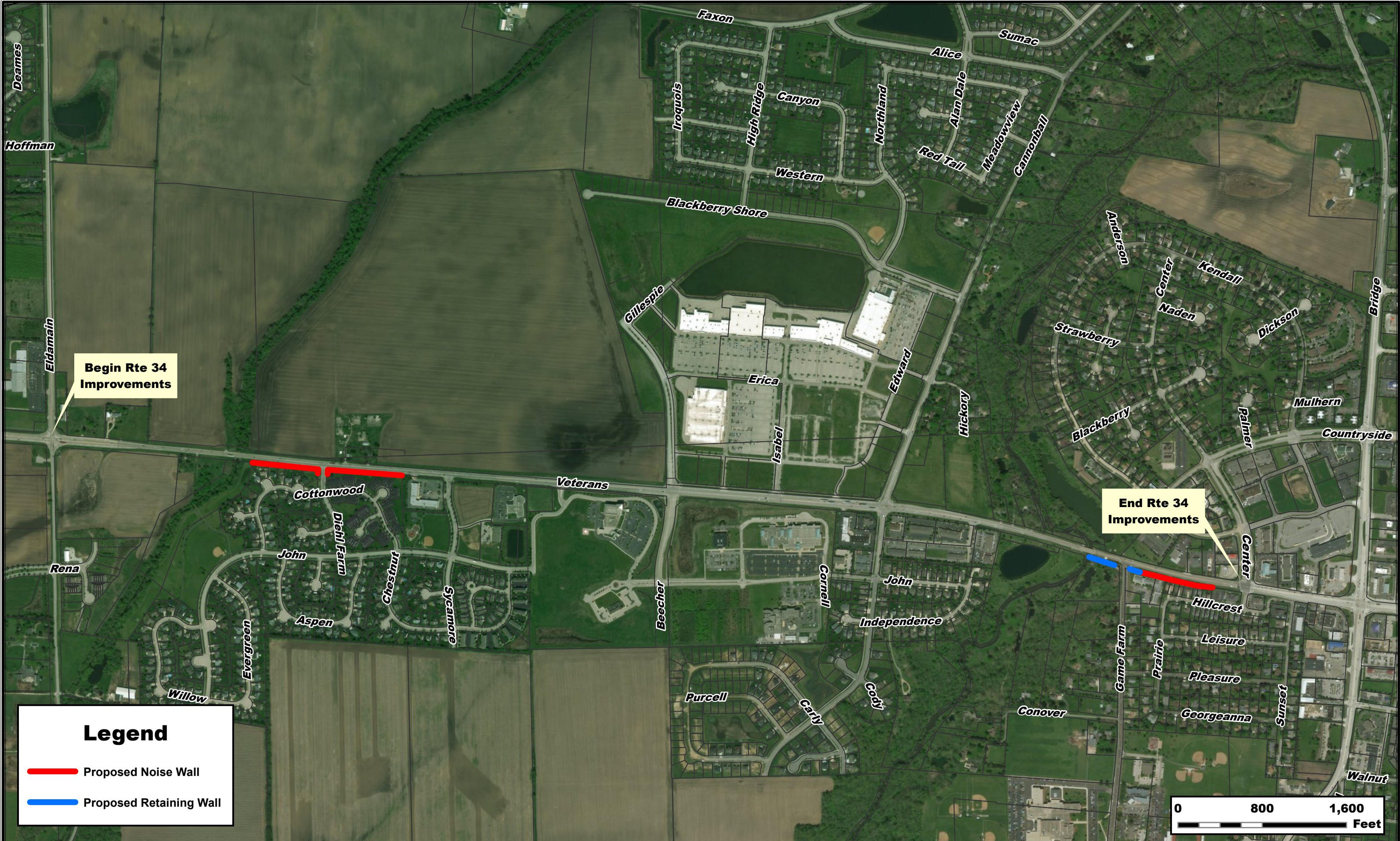
- Retaining Wall Option 1 – #1104
- Retaining Wall Option 2 – #11016

Note that the color of the retaining wall will be similar to the existing retaining wall on Game Farm Road (Concrete Gray).

The retaining wall east of Game Farm Road will tie into the existing retaining wall using the same block materials as the existing retaining wall.

Action Required:

Review and select a texture and color of the noise abatement wall and the texture of the retaining wall.



Legend

Proposed Noise Wall

Proposed Retaining Wall



Engineering Enterprises, Inc.

Noise Wall Option 1
1.5" Ashlar - Pattern #12020
No Additional Cost
Color shown in photo may change.





Engineering Enterprises, Inc.

Noise Wall Option 2
.75" Ashlar - Pattern #904A
Additional Cost - \$66,212.96
Color shown in photo may change.





Engineering Enterprises, Inc.

Noise Wall Option 3
Fence Stone - Pattern #192
Additional Cost - \$132,425.93
Color shown in photo may change.





Engineering Enterprises, Inc.

**Retaining Wall Option 1
Pattern # 1104**





Engineering Enterprises, Inc.

**Retaining Wall Option 2
Pattern # 11016**





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

Agenda Item Number

New Business #13

Tracking Number

PW 2018-20

Agenda Item Summary Memo

Title: YBSD Capacity and Communications

Meeting and Date: Public Works Committee - February 20, 2018

Synopsis: A verbal update will be given at the meeting of recent meetings and discussions with YBSD.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: N/A

Council Action Requested: N/A

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



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

Agenda Item Number

Old Business #1

Tracking Number

ADM 2017-70

Agenda Item Summary Memo

Title: Building Condition Reports 2017

Meeting and Date: Public Works Committee - February 20, 2018

Synopsis: Discussion of the Reports from the Building Condition Survey that EMG performed on City-owned structures and facilities.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: N/A

Council Action Requested: N/A

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: February 20, 2018
Subject: EMG Building Condition Reports 2017

Summary

Review of 111 West Madison and Beecher Concession Stand Building Condition Survey that EMG performed on City-owned structures and facilities.

Background

EMG's reports include an assessment of all City-owned buildings, structures and parking facilities (structural frame and building envelope, curtain wall, roofing, plumbing, heating, air conditioning and ventilation, electrical, vertical transportation, life safety/fire protection, interior elements, code inquiries, ADA, and mold).

The presentation walks a reader through Report #003 "Historic Jail, 111 West Madison Street" and Report #007 "Beecher Concession Stand, 908 Game Farm Road".

One component of the report is to calculate the immediate repair cost. This was calculated by EMG and represents items that were in disrepair as of the date of the site visit. The description and cost are provided in the Immediate Repairs Report at the beginning of each document.

Another important report is the Replacement Reserve Report which spans a 20 year period. This outlines the description, cost and estimates the year that the item will need to be replaced/repared/maintained. In time, this report will be uploaded to a database for staff to maintain and keep updated when items are programmed and/or completed.

Other items to note within the report is the Executive Summary where the general property information is located as well as the site visit date, point of contact and the general systematic condition summary is located.

Another major goal of the reports was to calculate the Facility Condition Index (FCI), which gives an indication of a building's overall condition. The FCI ranking is calculated by dividing the cost of the Immediate Repair cost by the cost of the Current Replacement Value. That number is represented by a percentage and that equates to a condition rating from "Good" to "Very Poor". This FCI was calculated for the current state of the facility and also the 10-year FCI. This rating can be used as a guide for each facility when determining to maintain facilities or to replace facilities.

Within the FCI findings page also included is the Current Replacement Value (CRV) and the calculation of the Total Capital Needs. The Total Capital needs is calculated by the cost of the immediate repairs added to the Replacement Reserves. This represents a cost that it will take to maintain the facility over the next 10 years.

Other items included in the report are photographs of the facility and certain equipment, a site plan of the facility, an aerial photograph of the facility, ADA checklist, and a pre-visit questionnaire. This is all information relevant to the facility and was used in the creation of the overall report.

Recommendation

Staff has made recommendations for both City facilities based on the Building Condition Reports. This is informational at this time.

- 111 West Madison – Requesting Further Direction from City Council
- Beecher Concession Stand – Continue to Maintain


Yorkville Municipal Facility Condition Assessment Review




FACILITY CONDITION ASSESSMENT

Report #003

- Historic Jail
- 111 West Madison Street

 FACILITY CONDITION ASSESSMENT



FACILITY CONDITION ASSESSMENT
Historic Jail
111 West Madison Street
Yorkville, Illinois 60560

PREPARED BY:
EMG
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.EMGcorp.com


EMG CONTACT:
Andrew Hupp
Senior Engineering Consultant
800.733.0660 x6632
ahupp@emgcorp.com

EMG Project Number:
122700.17R000-003.322

Date of Report:
September 13, 2017

On Site Date:
May 17, 2017

Prepared for:
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

 engineering | environmental | capital planning | project management

EMG Corporate Headquarters 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 www.EMGcorp.com p 800.733.0660

Immediate Repairs Report

111 West Madison Street



- **EMG outlined items that were in disrepair as of the date of the site visit. The main items are listed below:**
 - Mold Remediation Report - \$3,163
 - Structural Frame - \$25,000
 - Structure Study - \$10,120
 - Exterior Wall Repair - \$24,770
 - Roof Replacement - \$18,975
 - Stair Replacement - \$4,898
 - Interior Wall Repair - \$5,726
 - Ceiling Repair - \$6,221
- **Outlines Item Number ID for more detail in report**
- **Page 2 of the report gives description of the immediate repair**
- **Appendix A outlines the pictures of the areas reviewed**

Immediate Repairs Report

111 West Madison



Immediate Repairs Report
Historic Jail
9/13/2017



Location Name	EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Historic Jail	1.3	609536	Engineer, Environmental, Mold Remediation, Evaluate/Report	1	EA	\$3,162.50	\$3,163	\$3,163
Historic Jail	5.2	609539	Exterior Stairs, Concrete, Replace	15	SF	\$48.94	\$734	\$734
Historic Jail	5.5	609221	Lighting Fixture, 80 W, Replace	2	EA	\$256.88	\$514	\$514
Historic Jail	5.5	609191	Exterior Light Pole	1	EA	\$2,721.00	\$2,721	\$2,721
Historic Jail	6.2	609223	Structural Frame	1000	SF	\$25.10	\$25,100	\$25,100
Historic Jail	6.2	609216	Study, Structural, Superstructure,	1	EA	\$10,120.00	\$10,120	\$10,120
Historic Jail	6.3	609196	Roof, , Replace	60	SF	\$10.52	\$631	\$631
Historic Jail	6.3	609225	Roof, Premium Grade, Replace	3765	SF	\$5.04	\$18,975	\$18,975
Historic Jail	6.4	609174	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	80	SF	\$48.56	\$3,884	\$3,884
Historic Jail	6.4	609179	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	600	SF	\$41.28	\$24,770	\$24,770
Historic Jail	6.4	609228	Exterior Wall	80	LF	\$2.82	\$226	\$226
Historic Jail	6.4	609232	Field Stone, Exterior, 1-2 Stories, Repair	150	SF	\$49.82	\$7,473	\$7,473
Historic Jail	6.4	609188	Wood Shakes/Shingles, 1-2 Stories, Replace	90	SF	\$6.69	\$602	\$602
Historic Jail	6.5	609183	Interior Stairs/Ramp, Interior Stairs, Replace	110	SF	\$44.53	\$4,898	\$4,898
Historic Jail	6.6	609181	Window, 1-2 Stories, 12 SF, Replace	4	EA	\$719.86	\$2,879	\$2,879
Historic Jail	6.6	609175	Exterior Door, Solid Core, Fully Glazed, Exterior Door, Replace	2	EA	\$1,982.31	\$3,965	\$3,965
Historic Jail	6.6	609193	Exterior Door, Solid Core, Painted, Exterior Door, Replace	2	EA	\$1,423.11	\$2,846	\$2,846
Historic Jail	6.6	609234	Overhead Door, 144 SF, Replace	1	EA	\$2,634.03	\$2,634	\$2,634
Historic Jail	7.6	609205	Fire Extinguisher, , Replace	5	EA	\$356.54	\$1,783	\$1,783
Historic Jail	7.6	614544	Emergency Lighting Pack, 2 Light w/ Battery, Replace	1	EA	\$1,227.87	\$1,228	\$1,228
Historic Jail	8.1	609227	Interior Walls, Interior Wall, Repair	1800	SF	\$3.18	\$5,726	\$5,726
Historic Jail	8.1	609219	Ceilings, Ceiling, Repair	850	SF	\$7.32	\$6,221	\$6,221
Immediate Repairs Total								\$131,033

* Location Factor included in totals.

Replacement Reserve Report – 20 years

111 West Madison



- Chart shows planned repairs/replacements over a 20 year time-frame (Page 3 and 4 of the Report)
- This data will be uploaded to a database
- Create report and update when items are programmed and/or completed
- This report shows additional projects to be programmed within the next 20 years.
- Large Items are listed below. Total Escalated Costs = \$144,877
 - Mold Report
 - Structural Study
 - Structural Frame
 - Roof Replacement
 - Wall Replacement
 - Exterior Repair
 - Stair Replacement
 - Ceiling Repair

Executive Summary

111 West Madison



- General Property Information
- Site Visit Date/Point of Contact
- Building Condition Summary (Poor)

Systemic Condition Summary			
Site	Fair	HVAC	Poor

Systemic Condition Summary			
Structure	Poor	Plumbing	Poor
Roof	Failed	Electrical	Poor
Vertical Envelope	Poor	Elevators	NA
Interiors	Failed	Fire	Poor

Property Information	
Address:	111 West Madison Street, Yorkville, Illinois 60560
Year Constructed/Renovated:	Originally constructed 1893 Addition/restoration 1970s
Current Occupants:	None
Percent Utilization:	0%
Management Point of Contact:	Mr. Peter Ratos, Building Code Official, City of Yorkville 630.553.8574 phone
Property Type:	Municipal
Site Area:	0.30 acres
Building Area:	5,000 SF
Number of Buildings:	1
Number of Stories:	3
Parking Type and Number of Spaces:	3 spaces adjacent to street
Building Construction:	Conventional wood framed structure with areas of reinforced concrete
Roof Construction:	Pitched roof with asphalt shingles Flat roofs with built-up membrane at small area
Exterior Finishes:	Brick Veneer Field stone
Heating, Ventilation and Air Conditioning:	Central system with boiler serving older area Furnace and split system condensing unit serving newer area and garage
Fire and Life/Safety:	Hydrants, extinguishers, and one backup light fixture.
Dates of Visit:	5/17/2016
On-Site Point of Contact (POC):	Peter Ratos
Assessment and Report Prepared by:	Kevin Koranda
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp Program Manager arhupp@emgcorp.com 800.733.0660 x6632

Facility Condition Index (FCI)

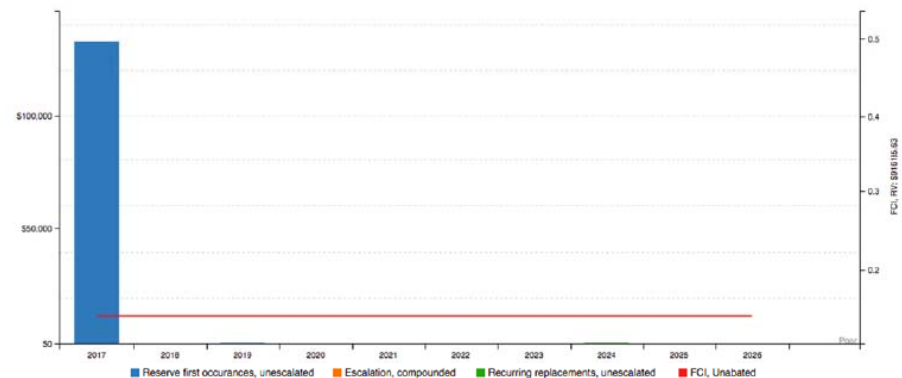
111 West Madison



- Indication of Building's Overall Condition
- Measured for Current Year and +10 Years
- Current = Ratio of Immediate Repair Costs to Current Replacement Value
- 10 Year = Ratio of Anticipated Capital Reserve Needs to the 10 Year Replacement Value
- Rating from Very Poor to Good

FCI Analysis: Historic Jail

Replacement Value: \$ 916,186; Inflation rate: 3.0%



Fci Condition Rating	Definition	Percentage Value
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

FCI Rating Cont'd

111 West Madison



- Metric for Current Year FCI = Poor
- $\text{FCI} = \text{Immediate Repair } (\$132,443) / \text{Current Replacement Value } (\$916,186) = 14.4\%$
- Metric for Current Year FCI = Poor
- $\text{10-Year FCI} = \text{Replacement Reserves } (\$2,823) / \text{Current Replacement Value } (\$916,186) = .3\% = \text{Good}$
- Total Capital Needs through 2037 (IR + RR) = \$135,266
- Current Replacement Value (CRV) = \$916,186

Key Finding	Metric	
Current Year Facility Condition Index (FCI) $\text{FCI} = (\text{IR})/(\text{CRV})$	14.4%	Poor
10-Year Facility Condition Index (FCI) $\text{FCI} = (\text{RR})/(\text{CRV})$	0.3%	Good
Current Replacement Value (CRV)	5,000 SF * 183.24 / SF = \$916,186	

Year 0 (Current Year) - Immediate Repairs (IR)	\$132,443
Years 1-10 – Replacement Reserves (RR)	\$2,823
Total Capital Needs	\$135,266

Important Pictures

111 West Madison



PHOTO #1: FRONT ELEVATION



PHOTO #3: NORTH ELEVATION



PHOTO #37: SOUTH STAIRS



PHOTO #39: WATER DAMAGE




PHOTO #34: CELL INTERIOR




PHOTO #36: WATER DAMAGE, CENTRAL HALLWAY

FCA Report #007

- Beecher Concession Stand
- 908 Game Farm Road

 FACILITY CONDITION ASSESSMENT



Prepared for:
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

FACILITY CONDITION ASSESSMENT
Beecher Concession Stand
908 Game Farm Road
Yorkville, Illinois 60560


PREPARED BY:
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Andrew Hupp
Senior Engineering Consultant
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ahupp@emgcorp.com

EMG Project Number:
122700.17R000-007.366

Date of Report:
September 13, 2017

On Site Date:
May 22, 2017

 engineering | environmental | capital planning | project management
EMG Corporate Headquarters 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 www.EMGcorp.com p 800.733.0660

Immediate Repairs Report

Beecher Concession Stand



- Total Immediate Repair Cost \$565
- Page 2 of the Report
- Costs Include:
 - ADA Door, Lever, Handle Hardware Install \$405
 - Sidewalk Repair \$565

Immediate Repairs Report
Beecher Concession Stand
9/13/2017



Location Name	EMG Renamed Item NumberID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Beecher Concession Stand	3.1	611358 ADA, Door, Lever Handle Hardware, Install	2	EA	\$202.40	\$405	\$405
Beecher Concession Stand	5.2	611442 Pedestrian Pavement, Sidewalk, Asphalt, Repair	100	SF	\$1.60	\$160	\$160
Immediate Repairs Total							\$565

* Location Factor included in totals.

Replacement Reserve Report

Beecher Concession Stand



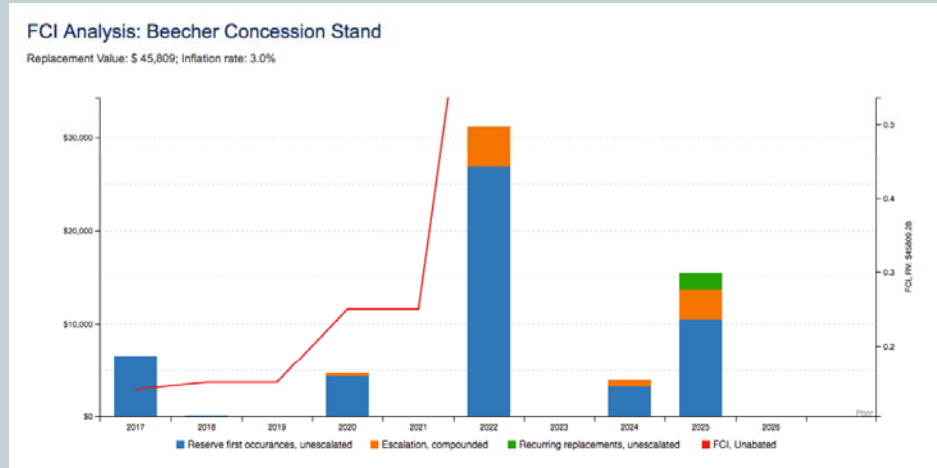
- **Total Deficiency Repair Estimate through 2037 = \$100,943**
- **Pages 3 & 4 of the report**
- **Costly Items:**
 - Sidewalk Seal
 - Light Pole Replacement
 - Roof Replacement
 - Lighting System Upgrade
 - Interior Wall Replacement
 - Appliance Replacement

FCI

Beecher Concession Stand



- PDF Page 7 of the report, page number 2
- Current Year Metric for FCI = Fair
- Current Year FCI = Immediate Repair (\$565) / Current Replacement Value (\$45,809) = 14.2% = Poor
- Metric for 10-Year FCI = Poor
- 10-Year FCI = Replacement Reserves (\$56,084 / Current Replacement Value (\$45,809) = 122% = Very Poor
- Total Capital Needs through 2037 (IR + RR) = \$62,608
- Current Replacement Value (CRV) = \$45,809



Important Pictures Beecher Concession Stand



#1: FRONT ELEVATION



#4: REAR ELEVATION



#3: LEFT ELEVATION



#6: PEDESTRIAN PAVEMENT,
SIDEWALK, CRACKING



#31: RESIDENTIAL APPLIANCES,
REFRIGERATOR



#33: INTERIOR CEILING FINISH,
ACOUSTICAL TILE (ACT)

Staff Recommendations

111 West Madison – Old Historic Jail



- Immediate Repairs = \$131,093
- Replacement Reserves Report (20 year) = \$144,877
- Current Year FCI = 14.4% = Poor
- 10-Year FCI = .3% = Good
- Current Replacement Value (CRV) = \$916,186
- Total Capital Needs = \$135,266
- Recommendation = Requesting Further Direction from City Council
- Repairs are TIF eligible
- No immediate planned use
- Potential Partnership Opportunity

Staff Recommendations Beecher Concession Stand



- Immediate Repairs = \$565
- Replacement Reserves Report (20 year) = \$56,084
- Current Year FCI = 14.2% = Poor
- 10-Year FCI = 122% = Very Poor
- Current Replacement Value (CRV) = \$45,809
- Total Capital Needs = \$62,608
- Recommendation = Continue to Maintain



FACILITY CONDITION ASSESSMENT



Prepared for:

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

FACILITY CONDITION ASSESSMENT

Historic Jail
111 West Madison Street
Yorkville, Illinois 60560

PREPARED BY:

EMG
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
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EMG CONTACT:

Andrew Hupp
Senior Engineering Consultant
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arhupp@emgcorp.com

EMG Project Number:
122700.17R000-003.322

Date of Report:
September 13, 2017

On Site Date:
May 17, 2017



engineering | environmental | capital planning | project management

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Immediate Repairs Report

Historic Jail

9/13/2017


Location Name	EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Historic Jail	1.3	609536	Engineer, Environmental, Mold Remediation, Evaluate/Report	1	EA	\$3,162.50	\$3,163	\$3,163
Historic Jail	5.2	609539	Exterior Stairs, Concrete, Replace	15	SF	\$48.94	\$734	\$734
Historic Jail	5.5	609221	Lighting Fixture, 80 W, Replace	2	EA	\$256.88	\$514	\$514
Historic Jail	5.5	609191	Exterior Light Pole	1	EA	\$2,721.00	\$2,721	\$2,721
Historic Jail	6.2	609223	Structural Frame	1000	SF	\$25.10	\$25,100	\$25,100
Historic Jail	6.2	609216	Study, Structural, Superstructure,	1	EA	\$10,120.00	\$10,120	\$10,120
Historic Jail	6.3	609196	Roof, , Replace	60	SF	\$10.52	\$631	\$631
Historic Jail	6.3	609225	Roof, Premium Grade, Replace	3765	SF	\$5.04	\$18,975	\$18,975
Historic Jail	6.4	609174	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	80	SF	\$48.56	\$3,884	\$3,884
Historic Jail	6.4	609179	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	600	SF	\$41.28	\$24,770	\$24,770
Historic Jail	6.4	609228	Exterior Wall	80	LF	\$2.82	\$226	\$226
Historic Jail	6.4	609232	Field Stone, Exterior, 1-2 Stories, Repair	150	SF	\$49.82	\$7,473	\$7,473
Historic Jail	6.4	609188	Wood Shakes/Shingles, 1-2 Stories, Replace	90	SF	\$6.69	\$602	\$602
Historic Jail	6.5	609183	Interior Stairs/Ramp, Interior Stairs, Replace	110	SF	\$44.53	\$4,898	\$4,898
Historic Jail	6.6	609181	Window, 1-2 Stories, 12 SF, Replace	4	EA	\$719.86	\$2,879	\$2,879
Historic Jail	6.6	609175	Exterior Door, Solid Core, Fully Glazed, Exterior Door, Replace	2	EA	\$1,982.31	\$3,965	\$3,965
Historic Jail	6.6	609193	Exterior Door, Solid Core, Painted, Exterior Door, Replace	2	EA	\$1,423.11	\$2,846	\$2,846
Historic Jail	6.6	609234	Overhead Door, 144 SF, Replace	1	EA	\$2,634.03	\$2,634	\$2,634
Historic Jail	7.6	609205	Fire Extinguisher, , Replace	5	EA	\$356.54	\$1,783	\$1,783
Historic Jail	7.6	614544	Emergency Lighting Pack, 2 Light w/ Battery, Replace	1	EA	\$1,227.87	\$1,228	\$1,228
Historic Jail	8.1	609227	Interior Walls, Interior Wall, Repair	1800	SF	\$3.18	\$5,726	\$5,726
Historic Jail	8.1	609219	Ceilings, Ceiling, Repair	850	SF	\$7.32	\$6,221	\$6,221
Immediate Repairs Total								\$131,093

* Location Factor included in totals.

Replacement Reserves Report

Historic Jail



9/13/2017

Location Name	EMG Renamed Item Number	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost	Subtotal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Deficiency Repair Estimate
Historic Jail	1.3	609536	Engineer, Environmental, Mold Remediation, Evaluate/Report	0	2016	0	1	EA	\$3,162.50	\$3,163	\$3,163																				\$3,163
Historic Jail	5.2	609539	Exterior Stairs, Concrete, Replace	50	50	0	15	SF	\$48.94	\$734	\$734																				\$734
Historic Jail	5.2	609180	Parking Lot, Parking Lot, Repair	5	3	2	1000	SF	\$0.38	\$380			\$380					\$380					\$380					\$380			\$1,518
Historic Jail	5.2	609236	Parking Lot, Parking Lot, Repair	25	7	18	1000	SF	\$3.28	\$3,280																			\$3,280		\$3,280
Historic Jail	5.5	609221	Lighting Fixture, 80 W, Replace	20	27	0	2	EA	\$256.88	\$514	\$514																				\$514
Historic Jail	5.5	609191	Exterior Light Pole	20	27	0	1	EA	\$2,721.00	\$2,721	\$2,721																				\$2,721
Historic Jail	6.2	609223	Structural Frame	50	50	0	1000	SF	\$25.10	\$25,100	\$25,100																				\$25,100
Historic Jail	6.2	609216	Study, Structural, Superstructure,	0	50	0	1	EA	\$10,120.00	\$10,120	\$10,120																				\$10,120
Historic Jail	6.3	609196	Roof, , Replace	20	27	0	60	SF	\$10.52	\$631	\$631																				\$631
Historic Jail	6.3	609225	Roof, Premium Grade, Replace	30	41	0	3765	SF	\$5.04	\$18,975	\$18,975																				\$18,975
Historic Jail	6.3	609213	Roof, , Replace	20	18	2	150	SF	\$9.00	\$1,349			\$1,349																		\$1,349
Historic Jail	6.4	609174	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	0	121	0	80	SF	\$48.56	\$3,884	\$3,884																				\$3,884
Historic Jail	6.4	609179	Brick Veneer Exterior Wall, Exterior, 1-2 Stories, Repair	25	41	0	600	SF	\$41.28	\$24,770	\$24,770																				\$24,770
Historic Jail	6.4	609228	Exterior Wall	10	17	0	80	LF	\$2.82	\$226	\$226										\$226										\$451
Historic Jail	6.4	609232	Field Stone, Exterior, 1-2 Stories, Repair	0	121	0	150	SF	\$49.82	\$7,473	\$7,473																				\$7,473
Historic Jail	6.4	609188	Wood Shakes/Shingles, 1-2 Stories, Replace	20	41	0	90	SF	\$6.69	\$602	\$602																				\$602
Historic Jail	6.5	609183	Interior Stairs/Ramp, Interior Stairs, Replace	50	50	0	110	SF	\$44.53	\$4,898	\$4,898																				\$4,898
Historic Jail	6.6	609181	Window, 1-2 Stories, 12 SF, Replace	30	41	0	4	EA	\$719.86	\$2,879	\$2,879																				\$2,879
Historic Jail	6.6	609175	Exterior Door, Solid Core, Fully Glazed, Exterior Door, Replace	25	41	0	2	EA	\$1,982.31	\$3,965	\$3,965																				\$3,965
Historic Jail	6.6	609193	Exterior Door, Solid Core, Painted, Exterior Door, Replace	25	41	0	2	EA	\$1,423.11	\$2,846	\$2,846																				\$2,846
Historic Jail	6.6	609234	Overhead Door, 144 SF, Replace	35	41	0	1	EA	\$2,634.03	\$2,634	\$2,634																				\$2,634
Historic Jail	7.6	609205	Fire Extinguisher, , Replace	15	22	0	5	EA	\$356.54	\$1,783	\$1,783															\$1,783					\$3,565
Historic Jail	7.6	614544	Emergency Lighting Pack, 2 Light w/ Battery, Replace	10	26	0	1	EA	\$1,227.87	\$1,228	\$1,228										\$1,228										\$2,456
Historic Jail	8.1	609227	Interior Walls, Interior Wall, Repair	0	39	0	1800	SF	\$3.18	\$5,726	\$5,726																				\$5,726
Historic Jail	8.1	609219	Ceilings, Ceiling, Repair	0	39	0	850	SF	\$7.32	\$6,221	\$6,221																				\$6,221
Totals, Unescalated											\$131,093	\$0	\$1,729	\$0	\$0	\$0	\$0	\$380	\$0	\$0	\$1,453	\$0	\$380	\$0	\$0	\$1,783	\$0	\$380	\$3,280	\$0	\$140,477
Totals, Escalated (3.0% inflation, compounded annually)											\$131,093	\$0	\$1,834	\$0	\$0	\$0	\$0	\$467	\$0	\$0	\$1,953	\$0	\$541	\$0	\$0	\$2,777	\$0	\$627	\$5,585	\$0	\$144,877

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1. Executive Summary

1.1. Property Information and General Physical Condition

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information	
Address:	111 West Madison Street, Yorkville, Illinois 60560
Year Constructed/Renovated:	Originally constructed 1893 Addition/restoration 1970s
Current Occupants:	None
Percent Utilization:	0%
Management Point of Contact:	Mr. Peter Ratos, Building Code Official, City of Yorkville 630.553.8574 phone
Property Type:	Municipal
Site Area:	0.30 acres
Building Area:	5,000 SF
Number of Buildings:	1
Number of Stories:	3
Parking Type and Number of Spaces:	3 spaces adjacent to street
Building Construction:	Conventional wood framed structure with areas of reinforced concrete
Roof Construction:	Pitched roof with asphalt shingles Flat roofs with built-up membrane at small area
Exterior Finishes:	Brick Veneer Field stone
Heating, Ventilation and Air Conditioning:	Central system with boiler serving older area Furnace and split system condensing unit serving newer area and garage
Fire and Life/Safety:	Hydrants, extinguishers, and one backup light fixture.
Dates of Visit:	5/17/2016
On-Site Point of Contact (POC):	Peter Ratos
Assessment and Report Prepared by:	Kevin Koranda
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp Program Manager arhupp@emgcorp.com 800.733.0660 x6632

Systemic Condition Summary			
Site	Fair	HVAC	Poor

Systemic Condition Summary			
Structure	Poor	Plumbing	Poor
Roof	Failed	Electrical	Poor
Vertical Envelope	Poor	Elevators	NA
Interiors	Failed	Fire	Poor

The following bullet points highlight the most significant short term and modernization recommendations:

- Structural evaluation and repairs
- Roof replacement
- Exterior brick repointing
- Foundation wall repointing

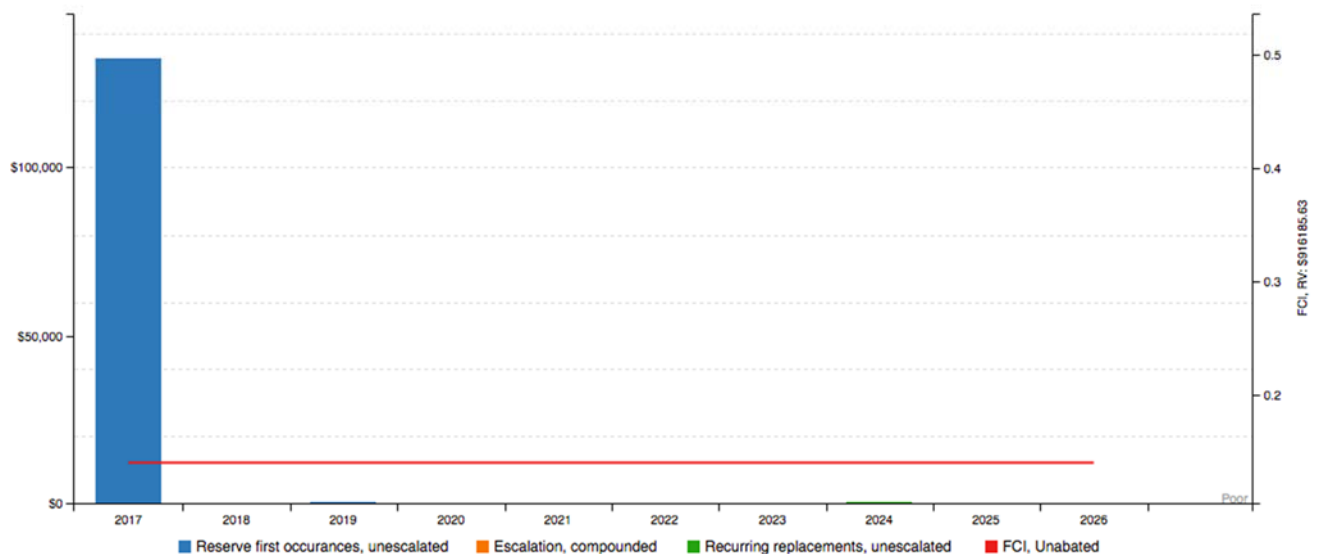
Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been poorly maintained in recent years and is in poor overall condition.

According to property management personnel, the property has had a nonexistent capital improvement expenditure program over the past three years.

1.2. Facility Condition Index (FCI)

FCI Analysis: Historic Jail

Replacement Value: \$ 916,186; Inflation rate: 3.0%



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

Fci Condition Rating	Definition	Percentage Value
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

Key Finding	Metric	
Current Year Facility Condition Index (FCI) $FCI = (IR)/(CRV)$	14.4%	Poor
10-Year Facility Condition Index (FCI) $FCI = (RR)/(CRV)$	0.3%	Good
Current Replacement Value (CRV)	5,000 SF * 183.24 / SF = \$916,186	

Year 0 (Current Year) - Immediate Repairs (IR)	\$132,443
Years 1-10 – Replacement Reserves (RR)	\$2,823
Total Capital Needs	\$135,266

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Structural evaluation and repairs
- Roof replacement
- Exterior brick repointing
- Foundation wall repointing

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables at the beginning of this report.

1.3. Special Issues and Follow-Up Recommendations

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

Areas of suspect fungal growth, fungal or mildew-like odors, moisture, elevated humidity, moisture stains, mildew, and water damage were observed along the drywall in the following areas:

- Central hallway, upper and lower floors: a severe roof leak has resulted in significant water damage to these areas of the facility. Substantial micro-mold growth and the growth of both plants and macro-fungi was observed. Additional growth is presumed to be present within the walls, floors, and attic spaces in this area.
- Third Floor loft: moisture stains and mold/mildew odors were observed in this area.

Based on the apparent extent of fungal growth (more than 30 square feet), the fungal growth must be abated by a qualified fungal growth remediation contractor. The cost to retain a consultant to conduct an extensive fungal growth survey and to recommend clean-up methods and repairs is included in the cost tables. A cost allowance to address the roof and replace the affected areas of fungal growth is also included.

The following study is recommended.

- The central hallway is in very poor condition due to water infiltration. The structure in this area has potentially been rendered unsound from water damage. A professional engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. A cost allowance to repair structural damage is also included in the cost tables.

There are a number of unresolved Fire Code violations. See Section 7.6 for descriptions and comments.

1.4. Opinions of Probable Cost

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc. ASTM E2018-08 recognizes that certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

1.4.1. Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

1.4.2. Immediate Repairs

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

1.4.3. Replacement Reserves

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, EMG's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

EMG's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair Cost Estimate.

2. Purpose and Scope

2.1. Purpose

EMG was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

CONDITIONS:

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Failed or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	=	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	=	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

FORMAT OF THE BODY OF THE REPORT:

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Failed condition at the time of the assessment, with corresponding costs included within the first few years.

PLAN TYPES:

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the “why” part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the “best” fit, typically the one with the greatest significance. The following Plan Types are listed in general weighted order of importance:

Safety	=	An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
Performance/Integrity	=	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
Accessibility	=	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	=	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Modernization/Adaptation	=	Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	=	Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

2.2. Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. EMG will also interview Project personnel regarding the presence of any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, in order to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report.
- Prepare a mechanical equipment inventory list.

2.3. Personnel Interviewed

The management staff was interviewed for specific information relating to the physical property, available maintenance procedures, historical performance of key building systems and components, available drawings and other documentation. The following personnel from the facility and government agencies were interviewed in the process of conducting the FCA:

Name and Title	Organization	Phone Number
Peter Ratos Building Code Official	City of Yorkville	630.553.8574

The FCA was performed with the assistance of Peter Ratos, Building Code Official, City of Yorkville, the onsite Point of Contact (POC), who was cooperative and provided information that appeared to be accurate based upon subsequent site observations. The onsite contact is completely knowledgeable about the subject property and answered most questions posed during the interview process. The POC's involvement with the property has spanned the past 6 years.

2.4. Documentation Reviewed

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

2.5. Pre-Survey Questionnaire

A Pre-Survey Questionnaire was sent to the POC prior to the site visit. The questionnaire is included in Appendix E. Information obtained from the questionnaire has been used in preparation of this report.

2.6. Weather Conditions

5/17/17: Clear to partly cloudy, with temperatures in the 70s (°F) and moderate winds.

3. Accessibility and Property Research

3.1. ADA Accessibility

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of “areas of public accommodations” and “commercial facilities” on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in *EMG's Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of EMG's undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

The facility does not appear to be accessible with Title III of the Americans with Disabilities Act. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

Parking

- Adequate number of designated parking stalls and signage for vans are not provided.

Paths of Travel

- Door thresholds do not allow for wheelchair access

Restrooms.

- Restrooms do not meet any ADA accessibility criteria.

A full ADA Compliance Survey may reveal additional aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. Because this facility is currently unused and no major renovations are currently planned, the cost to address the achievable items noted above is not included in the cost tables.

4. Existing Building Assessment

4.1. Unit or Space Types

All 5,000 square feet of the building are currently unoccupied. The facility was previously used as the Yorkville Sherrif's office and jail. The spaces are vacant. Primary building areas include: living quarters, the jail/holding area, a garage, office space, and an unfinished basement.

4.2. Inaccessible Areas or Key Spaces Not Observed

All of the interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, exterior of the property and the roof (observed from the ground). Areas of note that were either inaccessible or not observed for other reasons are listed in the table below:

A "down unit" or area is a term used to describe a unit or space that cannot be occupied due to poor conditions such as fire damage, water damage, missing equipment, damaged floor, wall or ceiling surfaces, or other significant deficiencies. There are substantial portion of the facility that are down, and the entire facility is considered to be a down area.

5. Site Improvements

5.1. Utilities

The following table identifies the utility suppliers and the condition and adequacy of the services.

Site Utilities		
Utility	Supplier	Condition and Adequacy
Sanitary sewer	City of Yorkville	Good and Adequate
Storm sewer	City of Yorkville	Good and Adequate
Domestic water	City of Yorkville	Good and Adequate
Electric service	Commonwealth Edison	Good and Adequate
Natural gas service	Nicor Gas	Good and Adequate

Actions/Comments:

- According to the POC, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as emergency electrical generators, septic systems, water or waste water treatment plants, or propane gas tanks.

5.2. Parking, Paving, and Sidewalks

Item	Description
Main Ingress and Egress	West Madison Street
Access from	South
Additional Entrances	NA
Additional Access from	NA

Paving and Flatwork			
Item	Material	Last Work Done	Condition
Entrance Driveway Apron	None	--	--
Parking Lot	Asphalt	2010	Good
Drive Aisles	None	--	--
Service Aisles	None	--	--
Sidewalks	Concrete	2010	Good
Curbs	Concrete	2010	Good
Site Stairs	Concrete	1970	Poor
Pedestrian Ramps	None	--	--

Parking Count				
Open Lot	Carport	Private Garage	Subterranean Garage	Freestanding Parking Structure
3	-	-	-	-
Total Number of ADA Compliant Spaces			1	
Number of ADA Compliant Spaces for Vans			0	
Total Parking Spaces			3	
Parking Ratio (Spaces/Apartments)			NA	
Method of Obtaining Parking Count			Physical count	

Exterior Stairs			
Location	Material	Handrails	Condition
East wall of building	Concrete stairs	None	Poor

Anticipated Lifecycle Replacements:

- Asphalt seal coating
- Asphalt pavement milling and overlaying
- Sidewalks
- Concrete stairs

Actions/Comments:

- The concrete site stairs at the northeast corner of the facility are in poor condition. The steps are spalling and deteriorated. Replacement of these concrete stairs is recommended.

5.3. Drainage Systems and Erosion Control

Drainage System and Erosion Control		
System	Exists At Site	Condition
Surface Flow	<input type="checkbox"/>	--
Inlets	<input checked="" type="checkbox"/>	Fair
Swales	<input checked="" type="checkbox"/>	Fair
Detention pond	<input type="checkbox"/>	--
Lagoons	<input type="checkbox"/>	--
Ponds	<input type="checkbox"/>	--
Underground Piping	<input checked="" type="checkbox"/>	Fair
Pits	<input type="checkbox"/>	--
Municipal System	<input checked="" type="checkbox"/>	Fair
Dry Well	<input type="checkbox"/>	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion

5.4. Topography and Landscaping

Item	Description						
Site Topography	Slopes moderately down from the south side of the property to the north property line.						
Landscaping	Trees	Grass	Flower Beds	Planters	Drought Tolerant Plants	Decorative Stone	None
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping Condition	Fair						
Irrigation	Automatic Underground		Drip		Hand Watering		None
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>
Irrigation Condition	--						

Retaining Walls		
Type	Location	Condition
None	--	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

5.5. General Site Improvements

Property Signage	
Property Signage	Building mounted
Street Address Displayed?	Yes

Site and Building Lighting					
Site Lighting	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	--				
Building Lighting	None		Wall Mounted		Recessed Soffit
	<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>
	Poor				

REFUSE DISPOSAL				
Refuse Disposal	Individual garbage bins			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
NA - vacant	None	None	NA	--

Other Site Amenities			
	Description	Location	Condition
Playground Equipment	None	--	--
Tennis Courts	None	--	--
Basketball Court	None	--	--
Swimming Pool	None	--	--

Anticipated Lifecycle Replacements:

- Exterior lighting

Actions/Comments:

- The exterior lighting fixture is aged. Replacement is recommended.

6. Building Architectural and Structural Systems

6.1. Foundations

Building Foundation		
Item	Description	Condition
Foundation	Concrete foundation walls	Fair
Basement and Crawl Space	Concrete slab and concrete walls	Fair

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- Isolated areas of the foundation systems are exposed, which allows for limited observation. The foundation systems are concealed. There are no significant signs of settlement, deflection, or movement. The basement walls appear intact and structurally sound. There is no evidence of movement or water infiltration.

6.2. Superstructure

Building Superstructure		
Item	Description	Condition
Framing / Load-Bearing Walls	Conventional wood/metal studs	Fair
Ground Floor	Raised wood or concrete slab	Fair
Upper Floor Framing	Wood joists	Fair to Poor
Upper Floor Decking	Wood or concrete, cast-in-place	Fair to Poor
Roof Framing	Wood trusses	Fair to Poor
Roof Decking	Wood boards or plywood	Fair to Poor

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The superstructure is exposed in some locations, which allows for limited observation. There is significant evidence of structural damage due to water intrusion in the central hallway on the First and Second Floors. This condition appears to affect the rafters, joists, and studs in these areas as well as the floor and roof decking. A Professional Engineer with specific expertise in structural design and construction in this geographical area must be retained to evaluate the structure and to provide remedial recommendations consistent with local regulatory and code requirements. Although the estimated cost of repair cannot be accurately determined without the recommended study, a budgetary cost allowance to repair the affected elements is also included.

6.3. Roofing

Primary Roof			
Type / Geometry	Hip Roof	Finish	Asphalt shingles
Maintenance	In-house Staff	Roof Age	50 Yrs
Flashing	Sheet metal	Warranties	None
Parapet Copings	Exposed copings	Roof Drains	Gutters and downspouts
Fascia	Concrete cornice Metal panel fascia	Insulation	Fiberglass batts
Soffits	Exposed Soffits	Skylights	No
Attics	Yes	Ponding	No
Ventilation Source-1	Gable end vents	Leaks Observed	Yes
Ventilation Source-2	None	Roof Condition	Failed

The primary roof is located over the majority of the building. The roof valley at the intersection between the older and newer portions of the building is clad with a TPO membrane.

Secondary Roof			
Type / Geometry	Flat	Finish	Single-ply membrane
Maintenance	In-house Staff	Roof Age	50 Yrs
Flashing	Sheet metal	Warranties	Unknown
Parapet Copings	None	Roof Drains	Gutters and downspouts
Fascia	Metal Panel	Insulation	Rigid Board
Soffits	None	Skylights	No
Attics	None	Ponding	No
Ventilation Source-1	Power Vents	Leaks Observed	No
Ventilation Source-2	None	Roof Condition	Poor

The secondary roof is located at a small area at the south end of the facility.

Anticipated Lifecycle Replacements:

- TPO roof membrane
- Asphalt shingles

Actions/Comments:

- The roof finishes appear to be more than 30 years old. Information regarding roof warranties or bonds was not available. The roofs are maintained by the in-house maintenance staff.
- There is evidence of active roof leaks. There are areas of severe water damage within several areas of the building. The most severe area of water damage was observed at the central hallway of the facility. The water damage in this area is extensive and affects the upper and lower levels. All active leaks must be repaired.

- The roof sheathing exhibits signs of significant areas of sagging and visible penetrations. This condition is indicative of substrate damage. The damaged areas must be repaired or replaced. The cost of this work is included with the roof finish replacement costs.
- The roof insulation has significant areas of missing or water damaged materials. This condition is present in several locations, most notably at the central hallway mentioned above. New insulation must be installed in this area.

6.4. Exterior Walls

Building Exterior Walls		
Type	Location	Condition
Primary Finish	Brick veneer	Fair to Poor
Secondary Finish	Field stone	Fair to Poor
Accented with	Concrete	Fair to Poor
Soffits	Exposed	Fair

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

Anticipated Lifecycle Replacements:

- Caulking
- Masonry re-pointing

Actions/Comments:

- Significant portions of the mortar joints along the brick veneer and stone veneer are cracked at the front elevation, east elevation, and north elevation of the older portion of the facility. The damaged mortar joints must be cleaned and re-pointed.
- The brick masonry has isolated areas of efflorescence at the front elevation of the building. The affected areas of brick masonry must be cleaned and an efflorescence-checking coating must also be applied to the brick masonry.

6.5. Exterior and Interior Stairs

Building Exterior and Interior Stairs					
Type	Description	Riser	Handrail	Balusters	Condition
Building Exterior Stairs	Cast in place concrete	Closed	None	None	Poor
Building Interior Stairs	Steel-framed with pre-cast treads	Open	Metal	Metal	Poor
Building Interior Stairs	Wood-framed	Closed	Wood	None	Fair

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The interior metal stairs at the south stairwell have suffered extensive water damage from the active roof leak in this area. The stairs are severely corroded and will require replacement.
- The exterior concrete steps leading to the basement boiler room are spalling and uneven. Replacement of these steps is recommended.

6.6. Exterior Windows and Doors

Building Windows				
Window Framing	Glazing	Location	Window Screen	Condition
Wood framed, operable	Single glaze	Throughout building	<input type="checkbox"/>	Poor to Failed

Building Doors		
Main Entrance Doors	Door Type	Condition
	Wood, partially or fully glazed	Poor
Secondary Entrance Doors	Solid core wood	Poor
Service Doors	None	--
Overhead Doors	Wood	Poor

Anticipated Lifecycle Replacements:

- Wooden windows
- Glazed doors
- Solid door
- Overhead door

Actions/Comments:

- The windows are antiquated, energy-inefficient units with single-pane glazing. Some of the windows are difficult to open and close and several of the windows were loose in their sashes. Replacement of the deteriorated windows is recommended.
- Several windows were rendered unnecessary as a result of the building renovations. These windows look onto interior structural elements of the building or have been covered entirely. These interior windows are not included in the replacement costs.
- The exterior doors are antiquated and in poor condition. The basement door does not close properly, the upper floor stairwell door has a cracked pane of glass, and the main entry door has a single pane of glazing. Replacement of all of the exterior doors is recommended.

6.7. Patio, Terrace, and Balcony

Not applicable. There are no patios, terraces, or balconies.

7. Building Mechanical and Plumbing Systems

See the Mechanical Equipment List in the Appendices for the quantity, manufacturer's name, model number, capacity and year of manufacturer of the major mechanical equipment, if available.

7.1. Building Heating, Ventilating, and Air Conditioning (HVAC)

Building Central Heating System	
Primary Heating System Type	Hot water boiler Forced air furnace
Quantity and Capacity of Major Components	1 boiler at 250 MBH (estimated) 1 furnace at 90 MBH
Total Heating Capacity	340 MBH
Heating Fuel	Natural gas
Location of Major Equipment	Basement Garage mechanical room
Space Served by System	Older portion of building Newer portion of building
Age Ranges	1930s (estimated) 1978
Condition	Poor
Heat Exchanger Condition	--

Distribution System	
HVAC Water Distribution System	Two-pipe
Heating Water Circulation Pump Size and Quantity	None
Pump Condition	--
Air Distribution System	NA
Quantity and Capacity of Air Handlers	NA
Location of Air Handlers	--
Large Spaces the Larger Dedicated AHU's Serve	NA
Age of Air Handlers	NA
Air Handler Condition	--
Terminal Units	Radiators
Quantity and Capacity of Terminal Units	Five cast-iron radiators
Location of Terminal Units	Throughout older portion of building
Spaces Served by Terminal Units	Older portion of building

Distribution System	
Terminal Unit Condition	Poor

Controls and Ventilation	
HVAC Control System	Individual non-programmable thermostats/controls
HVAC Control System Condition	Poor
Building Ventilation	Natural ventilation only
Ventilation System Condition	Fair

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The HVAC systems are maintained by the in-house staff. It is unknown whether records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have been maintained.
- Approximately 50 percent of the HVAC equipment is original. The HVAC equipment varies in age. All of the equipment is antiquated. HVAC equipment is replaced on an "as needed" basis.
- The HVAC equipment is non-functional. The property management staff was interviewed about the historical and recent performance of the equipment and systems. The systems are antiquated and the management staff stated that the systems are unused. The facility is vacant and the systems are not necessary. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. Replacement of the HVAC components is not recommended.

7.2. Building Plumbing and Domestic Hot Water

Building Plumbing System		
Type	Description	Condition
Water Supply Piping	Copper and galvanized iron	Fair to poor
Waste/Sewer Piping	Cast iron	Fair
Vent Piping	Cast iron	Fair
Water Meter Location	Basement	

Domestic Water Heaters or Boilers	
Components	Water Heater
Fuel	Natural gas
Quantity and Input Capacity	1 unit at 45 MBH
Storage Capacity	40 gallons
Boiler or Water Heater Condition	Poor
Supplementary Storage Tanks?	Yes
Storage Tank Quantity and Volume	2 at 30 gallons each
Quantity of Storage Tanks	0

Domestic Water Heaters or Boilers	
Storage Tank Condition	--
Domestic Hot Water Circulation Pumps (3 HP and over)	No
Adequacy of Hot Water	Unknown
Adequacy of Water Pressure	Unknown

Plumbing Fixtures	
Water Closets	Commercial and residential
Toilet (Water Closet) Flush Rating	1.6 to 3.5 GPF
Common Area Faucet Nominal Flow Rate	2.0 GPM
Condition	Poor

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- Most of the domestic water lines are galvanized iron original to the 1970s renovation. The plumbing system is currently unused and has not been functional for a significant period of time. It is quite common for galvanized iron piping to develop problems due to long-term corrosion with thinning walls and/or interior mineral deposit accumulation, especially once it has aged 40 or 50 years. As such, EMG recommends replacing all the plumbing supply lines with copper. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. Replacement of the domestic plumbing components is not recommended.
- The restroom accessories and fixtures appear outdated and exhibit significant evidence of heavy wear or damage. The plumbing fixtures in the First Floor restroom, except for the toilet, are missing. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. Replacement of the plumbing fixtures is not recommended.

7.3. Building Gas Distribution

Gas service is supplied from the gas main on the adjacent public street. The gas meter and regulator is located along the exterior wall of the building. The gas distribution piping within the building is malleable steel (black iron).

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The pressure and quantity of gas appear to be adequate.
- The gas meters and regulators appear to be functioning adequately and will require routine maintenance.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

7.4. Building Electrical

Building Electrical Systems			
Electrical Lines	Overhead	Transformer	Pole-mounted

Building Electrical Systems			
Main Service Size	200 Amps	Volts	120/208 Volt, three-phase
Meter and Panel Location	Basement	Branch Wiring	Copper
Conduit	Metallic	Step-Down Transformers?	No
Security / Surveillance System?	No	Building Intercom System?	No
Lighting Fixtures	Incandescent and T-12		
Main Distribution Condition	Poor		
Secondary Panel and Transformer Condition	Poor		
Lighting Condition	Poor		

Building Emergency System			
Size	None	Fuel	NA
Generator / UPS Serves	NA	Tank Location	NA
Testing Frequency	NA	Tank Type	NA
Generator / UPS Condition	--		

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The onsite electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The panels and wiring are a mix of 1978 components and 1950s components. Despite the age of the electrical components, because the facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state, an upgrade of the electrical systems is not recommended.
- The light fixtures throughout a portion of the facility utilize older, inefficient T-12 lamps. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state, an upgrade of the lighting fixtures is not recommended

7.5. Building Elevators and Conveying Systems

Not applicable. There are no elevators or conveying systems.

7.6. Fire Protection and Security Systems

Item	Description
Type	None

Item	Description					
Type	None					
Fire Alarm System	Central Alarm Panel	<input type="checkbox"/>	Battery-Operated Smoke Detectors	<input type="checkbox"/>	Alarm Horns	<input type="checkbox"/>
	Annunciator Panels	<input type="checkbox"/>	Hard-Wired Smoke Detectors	<input type="checkbox"/>	Strobe Light Alarms	<input type="checkbox"/>
	Pull Stations	<input type="checkbox"/>	Emergency Battery-Pack Lighting	<input checked="" type="checkbox"/>	Illuminated EXIT Signs	<input type="checkbox"/>
Alarm System Condition	Failed					
Sprinkler System	None	<input checked="" type="checkbox"/>	Standpipes	<input type="checkbox"/>	Backflow Preventer	<input type="checkbox"/>
	Hose Cabinets	<input type="checkbox"/>	Fire Pumps	<input type="checkbox"/>	Siamese Connections	<input type="checkbox"/>
Suppression Condition	Fair					
Central Alarm Panel System	Location of Alarm Panel			Installation Date of Alarm Panel		
	None			NA		
Fire Extinguishers	Last Service Date			Servicing Current?		
	October, 2010			No		
Hydrant Location	Adjacent streets					
Siamese Location	None					
Special Systems	Kitchen Suppression System		<input type="checkbox"/>	Computer Room Suppression System		<input type="checkbox"/>

Anticipated Lifecycle Replacements:

- Backup light fixture

Actions/Comments:

- The fire extinguishers have not been inspected within the last year. A qualified fire equipment contractor must inspect and service the fire extinguishers.
- Fire extinguishers appear to be missing at many locations. New fire extinguishers must be installed at all required locations immediately.
- The only backup light fixture at the building is in the central hallway on the Second Floor. The light fixture appears to be failed.
- The fire alarm systems are largely nonexistent and are not up to current standards. The system lacks smoke detectors, carbon monoxide detectors, strobe alarms, pull stations, and older non-illuminated exit signs. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. An upgrade of the fire alarm system is not recommended.
- The building is not protected by fire suppression. Due to its construction date, the facility is most likely "grandfathered" by code and the installation of fire sprinklers not required until major renovations are performed. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. Installation of a fire suppression system is not recommended.

8. Interior Spaces

8.1. Interior Finishes

All 5,000 square feet of the building are currently unoccupied. The facility was previously used as the Yorkville Sheriff's office and jail. The spaces are vacant. Primary building areas include: living quarters, the jail/holding area, a garage, office space, and an unfinished basement.

The following table generally describes the locations and typical conditions of the interior finishes within the facility:

Typical Floor Finishes		
Floor Finish	Locations	General Condition
Unfinished (wood)	Older area of building on First and Second Floors	Poor
Carpet	Second Floor central hallway and newer area of Second Floor	Poor to Failed
Vinyl tile	First Floor hallway, Second Floor restroom and kitchen	Poor
Linoleum	Old kitchen area	Poor to Failed
Concrete	Garage, jail area, basement	Poor
Typical Wall Finishes		
Wall Finish	Locations	General Condition
Painted drywall	Newer area of building	Poor
Painted plaster	Older area of building	Poor
Unfinished	Garage, basement	Poor
Painted concrete	Jail area	Poor
Wooden wainscoting	Third Floor of old section of building	Poor
Typical Ceiling Finishes		
Ceiling Finish	Locations	General Condition
Painted drywall	Some areas of basement, upper floor restrooms, stairwells	Poor
Painted plaster	Small vault, upper floor	Poor
Painted concrete	Jail area	Poor
Unfinished	Basement	Poor
Wooden wainscoting	Third Floor of old section of building	Poor

Interior Doors		
Item	Type	Condition
Interior Doors	Hollow core	Poor
Door Framing	Wood	Poor
Fire Doors	No	Poor

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The interior areas were last partially renovated around 2000.
- The interior finishes have mostly been removed from the facility. The remaining interior finishes are aged, worn, and generally in poor to failed condition. The facility is unused and there are no immediate plans to renovate the building or restore the facility to a functional state. Replacement of the interior finishes is not recommended.
- The ceilings have significant areas of water-damage in the central hallway and several isolated areas of physical damage from animals on the Third Floor of the old section of the facility and the Second Floor of the newer section of the facility. The damaged ceiling areas need to be replaced.
- There are significant areas of water-damaged and physically damaged wall finishes throughout the building. The most severely damaged areas are located in the central hallway of the facility. The damaged wall areas need to be replaced.

9. Other Structures

Not applicable. There are no major accessory structures.

10. Certification

The City of Yorkville retained EMG to perform this Facility Condition Assessment in connection with its continued operation of Historic Jail, 111 West Madison Street, Yorkville, Illinois, the "Property". It is our understanding that the primary interest of the City of Yorkville is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in depth studies were performed unless specifically required under Section 2 of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section 4.2 for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the City of Yorkville for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than the City of Yorkville or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of EMG.

Any reuse or distribution of this report without such consent shall be at the City of Yorkville and the recipient's sole risk, without liability to EMG.

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Project Manager

Reviewed by:



Al Diefert
Technical Report Reviewer
For
Andrew Hupp
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11. Appendices

- Appendix A: Photographic Record
- Appendix B: Site Plan
- Appendix C: EMG Accessibility Checklist
- Appendix D: Pre-Survey Questionnaire

Appendix A: Photographic Record



PHOTO #1: FRONT ELEVATION



PHOTO #2: EAST ELEVATION



PHOTO #3: NORTH ELEVATION



PHOTO #4: WEST ELEVATION



PHOTO #5: CURB CUTAWAY



PHOTO #6: SIDEWALK



PHOTO #7: ACCESSIBLE PARKING SPACE



PHOTO #8: CORNICE AND SHINGLES



PHOTO #9: ASPHALT SHINGLE ROOF, DETERIORATING



PHOTO #10: EFFLORESCENCE AND DETERIORATED MORTAR



PHOTO #11: MISSING MORTAR



PHOTO #12: MISSING MORTAR



PHOTO #13: WINDOW, WOOD FRAME, SINGLE PANE



PHOTO #14: GARAGE DOOR, WOOD



PHOTO #15: FOUNDATION WALL, MISSING MORTAR, LOOSE STONES



PHOTO #16: EFFLORESCENCE AND MISSING MORTAR



PHOTO #17: CHIMNEY, DETERIORATING



PHOTO #18: CONDENSING UNIT



PHOTO #19: RADIATOR



PHOTO #20: EXPANSION TANKS, JAIL AREA



PHOTO #21: EXTINGUISHER



PHOTO #22: LOAD CENTER



PHOTO #23: SANITARY PIPING



PHOTO #24: DOMESTIC WATER HEATER



PHOTO #25: FURNACE



PHOTO #26: CIRCUIT BREAKER



PHOTO #27: WATER SOFTENER



PHOTO #28: BOILER



PHOTO #29: EXPANSION TANK



PHOTO #30: OLD KITCHEN AREA



PHOTO #31: METAL STAIRS, JAIL



PHOTO #32: CELLS



PHOTO #33: CELL TOILET



PHOTO #34: CELL INTERIOR

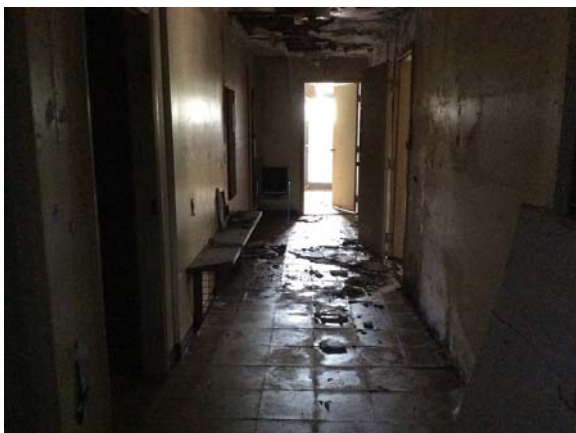


PHOTO #35: CENTRAL HALLWAY



PHOTO #36: WATER DAMAGE, CENTRAL HALLWAY



PHOTO
#37: SOUTH STAIRS



PHOTO
#38: WATER DAMAGE, SECOND FLOOR,
SOUTH STAIRS



PHOTO
#39: WATER DAMAGE



PHOTO
#40: FUNGAL GROWTH



PHOTO
#41: GARAGE AREA



PHOTO
#42: GARAGE DOOR



PHOTO #43: GARAGE DOOR OPENER



PHOTO #44: GARAGE UTILITY AND STORAGE AREA



PHOTO #45: SECOND FLOOR CENTRAL HALLWAY, MOSS GROWING FROM CARPET



PHOTO #46: SECOND FLOOR CENTRAL HALLWAY, CEILING



PHOTO #47: SECOND FLOOR, NEW WING, DAMAGED CEILING



PHOTO #48: SECOND FLOOR RESTROOM, NEW WING



PHOTO #49: SECOND FLOOR OFFICE AREA, CARPET



PHOTO #50: WATER DAMAGED CEILING



PHOTO #51: LIVING QUARTERS, RESTROOM



PHOTO #52: LIVING QUARTERS



PHOTO #53: LIVING QUARTERS



PHOTO #54: FUNGAL GROWTH



PHOTO #55: *LIVING QUARTERS, THIRD FLOOR*



PHOTO #56: *LIVING QUARTERS, THIRD FLOOR*



PHOTO #57: *WATER DAMAGE, THIRD FLOOR*



PHOTO #58: *BASEMENT*



PHOTO #59: *BASEMENT CONDUIT*



PHOTO #60: *CORRUGATED STEEL ARCH FIRST FLOOR FRAMING*

Appendix B: Site Plan

Site Plan



Project Name:

Historic Jail

Project Number:

122700.17R000-003.322

Source:

Google Earth Pro

On-Site Date:

May 17, 2017

Appendix C: EMG Accessibility Checklist

Date Completed: May 17, 2017

Property Name: Historic Jail

EMG Project Number: 122700.17R000-003.322

	Building History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?			✓	
2	Have any ADA improvements been made to the property?	✓			Parking area only
3	Does a Transition Plan / Barrier Removal Plan exist for the property?			✓	
4	Has building ownership or management received any ADA related complaints that have not been resolved?			✓	
5	Is any litigation pending related to ADA issues?			✓	
	Parking	Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?	✓			
2	Are there sufficient van-accessible parking spaces available?		✓		None
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?		✓		
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	✓			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	✓			
6	If required does signage exist directing you to accessible parking and an accessible building entrance?			✓	
	Ramps	Yes	No	NA	Comments
1*	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)			✓	
2	Are ramps that appear longer than 6 ft complete with railings on both sides?			✓	
3	Does the width between railings appear at least 36 inches?			✓	

	Ramps (cont.)	Yes	No	NA	Comments
4	Is there a level landing for approximately every 30 ft horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?			✓	
	Entrances/Exits	Yes	No	NA	Comments
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?		✓		
2	If the main entrance is inaccessible, are there alternate accessible entrances?		✓		
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?		✓		
	Paths of Travel	Yes	No	NA	Comments
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?		✓		
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?		✓		
3	Is there a path of travel that does not require the use of stairs?		✓		
	Elevators	Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?			✓	
2	Are there visual and audible signals inside cars indicating floor change?			✓	
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?			✓	
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?			✓	
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?			✓	
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?			✓	

	Toilet Rooms	Yes	No	NA	Comments
1	Are common area public restrooms located on an accessible route?		✓		
2	Are pull handles push/pull or lever type?		✓		
3	Are there audible and visual fire alarm devices in the toilet rooms?		✓		
4	Are toilet room access doors wheelchair-accessible (appear to be at least 32 inches wide)?		✓		
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?		✓		
6	In unisex toilet rooms, are there safety alarms with pull cords?		✓		
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?		✓		
8	Are grab bars provided in toilet stalls?			✓	
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29" clearance)?		✓		
10	Are sink handles operable with one hand without grasping, pinching or twisting?		✓		
11	Are exposed pipes under sink sufficiently insulated against contact?		✓		
	Guest Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? Provide specific number in comment field. Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? See attached hot sheet.			✓	

	Guest Rooms (cont.)	Yes	No	NA	Comments
2	How many of the accessible sleeping rooms per property management have roll-in showers? Provide specific number in comment field. Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? See attached hot sheet.			✓	
3	How many assistive listening kits and/or rooms with communication features are available per property management? Provide specific number in comment field. Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			✓	
	Pools	Yes	No	NA	Comments
1	Are public access pools provided? If the answer is no, please disregard this section.			✓	
2	How many accessible access points are provided to each pool/spa? Provide number in comment field. Is at least one fixed lift or sloped entry to the pool provided?			✓	
	Play Area	Yes	No	NA	Comments
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADAAG standards.			✓	
	Exercise Equipment	Yes	No	NA	Comments
1	Does there appear to be adequate clear floor space around the machines/equipment (30" by 48" minimum)?			✓	

**Based on visual observation only. The slope was not confirmed through measurements.*

Appendix D: Pre-Survey Questionnaire



FCA (Commercial) Pre-Survey Questionnaire

This questionnaire must be completed by the property owner, the owner's designated representative, or someone knowledgeable about the subject property. If the form is not completed, EMG's Project Manager will require **additional time** during the on-site visit with such a knowledgeable person in order to complete the questionnaire. During the site visit, EMG's Field Observer may ask for details associated with selected questions. This questionnaire will be utilized as an exhibit in EMG's final report.

Name of Institution:	City of Yorkville		
Name of Building: Historic Jail	Building #:		
Name of person completing questionnaire: Peter Ratos			
Length of Association With the Property: 6 years	Phone Number: 630 688-9737		

Site Information	
Year of Construction? 2000 1910	
No. of Stories?	2
Total Site Area?	1 acre
Total Building Area?	5000

Inspections	Date of Last Inspection	List of Any Outstanding Repairs Required
1. Elevators	N/A	
2. HVAC Mechanical, Electric, Plumbing?	N/A	
3. Life-Safety/Fire?	Jan 2017	Building is in poor condition
4. Roofs?	N/A	

Key Questions	Response
Major Capital Improvements in Last 3 yrs.	None
Planned Capital Expenditure For Next Year?	No
Age of the Roof?	50 years
What bldg. Systems Are Responsibilities of Tenants? (HVAC/Roof/Interior/Exterior/Paving)	No working systems

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (**NA** indicates "Not Applicable", **Unk** indicates "Unknown")

QUESTION		Y	N	Unk	NA	COMMENTS
ZONING, BUILDING DESIGN & LIFE SAFETY ISSUES						
1	Are there any unresolved building, fire, or zoning code issues?	X				Structure is not in use due to age
2	Is there any pending litigation concerning the property?		X			
3	Are there any other significant issues/hazards with the property?	X				Water damage and structural concerns
4	Are there any unresolved construction defects at the property?	X				Roof issues
5	Has any part of the property ever contained visible suspect mold growth?					



FCA (Commercial) Pre-Survey Questionnaire

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (**NA** indicates "Not Applicable", **Unk** indicates "Unknown")

QUESTION		Y	N	Unk	NA	COMMENTS
6	Is there a mold Operations and Maintenance Plan?		X			
7	Are there any recalled fire sprinkler heads (Star, GEM, Central, and Omega)?		X			
8	Have there been indoor air quality or mold related complaints from tenants?		X			
9	Are there any problems with erosion, storm water drainage or areas of paving that do not drain?		X			
10	Are there any problems with the landscape irrigation systems?		X			
11	Are there any problems with foundations or structures?		X			
12	Is there any water infiltration in basements or crawl spaces?		X			
13	Has a termite/wood boring insect inspection been performed within the last year?		X			
14	Are there any wall, or window leaks?	X				
15	Are there any roof leaks?	X				
16	Is the roofing covered by a warranty or bond?		X			
17	Are there any poorly insulated areas?	X				
18	Is Fire Retardant Treated (FRT) plywood used?		X			
19	Is exterior insulation and finish system (EIFS) or a synthetic stucco finish used?		X			

X



FCA (Commercial) Pre-Survey Questionnaire

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any *Yes* responses. (NA indicates "Not Applicable", Unk indicates "Unknown")

QUESTION	Y	N	Unk	NA	COMMENTS
BUILDING HVAC AND ELECTRICAL					
20			X		We had a NG leak in the rear of the building last year. The issue has been repaired and no problems
21			X		
22		X			
23			X		
24			X		
ADA					
25		X			
26		X			
27		X			
28		X			
29		X			
30		X			
PLUMBING					
31		X			
32		X			
33		X			
34			X		



FCA (Commercial) Pre-Survey Questionnaire

Additional Issues or Concerns That EMG Should Know About?	
1.	Building has not been in use for the past 20 years or more and is in poor condition.
2.	
3.	

Items Provided to EMG Auditors				
	Yes	No	N/A	Additional Comments?
Access to All Mechanical Spaces	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Roof/Attic Space	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Building As-Built Drawings	<input type="checkbox"/>	x <input type="checkbox"/>	<input type="checkbox"/>	
Site plan with bldg., roads, parking and other features	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contact Details for Mech, Elevator, Roof, Fire Contractors:	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	
List of Commercial Tenants in the property	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	
Previous reports pertaining to the physical condition of property.	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	
ADA survey and status of improvements implemented.	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	
Current / pending litigation related to property condition.	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	
Any brochures or marketing information.	<input type="checkbox"/>	<input type="checkbox"/>	x <input type="checkbox"/>	



Signature of person Interviewed or completing form

5-12-17
Date

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

INFORMATION REQUIRED

1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work.
2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features.
3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s).
4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet.
5. For hotel or nursing home properties, provide a summary of the room types and room type quantities.
6. Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents.
7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.

8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors.
9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements.
10. Records of system and material ages (roof, MEP, paving, finishes, furnishings).
11. Any brochures or marketing information.
12. Appraisal, either current or previously prepared.
13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties).
14. Previous reports pertaining to the physical condition of property.
15. ADA survey and status of improvements implemented.
16. Current / pending litigation related to property condition.

Your timely compliance with this request is greatly appreciated.



FACILITY CONDITION ASSESSMENT



Prepared for:

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

FACILITY CONDITION ASSESSMENT

Beecher Concession Stand
908 Game Farm Road
Yorkville, Illinois 60560

PREPARED BY:

EMG
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.EMGcorp.com

EMG CONTACT:

Andrew Hupp
Senior Engineering Consultant
800.733.0660 x6632
arhupp@emgcorp.com

EMG Project Number:

122700.17R000-007.366

Date of Report:

September 13, 2017

On Site Date:

May 22, 2017



engineering | environmental | capital planning | project management

EMG Corporate Headquarters 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 www.EMGcorp.com p 800.733.0660



Location Name	EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Beecher Concession Stand	3.1	611358	ADA, Door, Lever Handle Hardware, Install	2	EA	\$202.40	\$405	\$405
Beecher Concession Stand	5.2	611442	Pedestrian Pavement, Sidewalk, Asphalt, Repair	100	SF	\$1.60	\$160	\$160
Immediate Repairs Total								\$565

* Location Factor included in totals.



9/13/2017

Location Name	EMG Renamed Item Number	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost	Subtotal	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Deficiency Repair Estimate
Beecher Concession Stand	3.1	611358	ADA, Door, Lever Handle Hardware, Install	0	0	0	2	EA	\$202.40	\$405	\$405																				\$405
Beecher Concession Stand	5.2	611442	Pedestrian Pavement, Sidewalk, Asphalt, Repair	25	25	0	100	SF	\$1.60	\$160	\$160																				\$160
Beecher Concession Stand	5.2	611406	Pedestrian Pavement, Sidewalk, Asphalt, Seal	5	2	3	4780	SF	\$0.38	\$1,814				\$1,814					\$1,814					\$1,814					\$1,814		\$7,256
Beecher Concession Stand	5.2	611410	Pedestrian Pavement, Sidewalk, Asphalt, Overlay	25	12	13	4780	SF	\$1.36	\$6,486														\$6,486							\$6,486
Beecher Concession Stand	5.5	611404	Pole Light, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp), Replace	10	5	5	1	EA	\$2,246.90	\$2,247						\$2,247										\$2,247					\$4,494
Beecher Concession Stand	6.3	611361	Roof, Asphalt Shingle, Replace	20	12	8	895	SF	\$3.42	\$3,061									\$3,061												\$3,061
Beecher Concession Stand	6.4	611349	Exterior Wall, Vinyl Siding, Replace	25	20	5	1090	SF	\$7.81	\$8,512						\$8,512															\$8,512
Beecher Concession Stand	6.6	611553	Exterior Wall, Painted Surface, Prep & Paint	10	9	1	50	SF	\$2.87	\$144		\$144										\$144									\$287
Beecher Concession Stand	6.6	611469	Window, Vinyl-Clad Double-Glazed Slider, Replace	30	12	18	1	EA	\$813.20	\$813																			\$813		\$813
Beecher Concession Stand	6.6	611471	Window, Vinyl-Clad Double-Glazed Double Hung, Replace	30	12	18	1	EA	\$555.58	\$556																			\$556		\$556
Beecher Concession Stand	6.6	611356	Exterior Door, Steel, Replace	25	12	13	4	EA	\$950.12	\$3,800														\$3,800							\$3,800
Beecher Concession Stand	7.1	611398	Condensing Unit/Heat Pump, Split System, 2 Ton, Replace	15	10	5	1	EA	\$3,122.18	\$3,122						\$3,122															\$3,122
Beecher Concession Stand	7.1	611508	Furnace, Electric, 10 to 25 MBH, Replace	20	13	7	1	EA	\$3,136.39	\$3,136								\$3,136													\$3,136
Beecher Concession Stand	7.2	611365	Toilet, Flush Tank (Water Closet), Replace	20	12	8	2	EA	\$1,055.15	\$2,110									\$2,110												\$2,110
Beecher Concession Stand	7.2	611362	Lavatory, Vitreous China, Replace	20	12	8	3	EA	\$572.66	\$1,718									\$1,718												\$1,718
Beecher Concession Stand	7.2	611502	Sink, Plastic, Replace	20	10	10	1	EA	\$575.99	\$576											\$576										\$576
Beecher Concession Stand	7.2	611506	Water Heater, Electric, Residential, 19.9 GAL, Replace	15	12	3	1	EA	\$1,249.92	\$1,250				\$1,250															\$1,250		\$2,500
Beecher Concession Stand	7.4	611360	Metal Halide Lighting Fixture, Wall Mount, 100 W, Replace	20	12	8	2	EA	\$678.47	\$1,357									\$1,357												\$1,357
Beecher Concession Stand	7.4	611498	Lighting System, Interior, Upgrade	25	10	15	745	SF	\$9.24	\$6,885															\$6,885						\$6,885
Beecher Concession Stand	7.6	611511	Fire Extinguisher, Replace	15	4	11	1	EA	\$314.93	\$315												\$315									\$315
Beecher Concession Stand	7.6	611444	Exit Lighting Fixture, , Replace	10	7	3	3	EA	\$405.01	\$1,215				\$1,215										\$1,215							\$2,430
Beecher Concession Stand	8.1	611475	Interior Door, Aluminum, Replace	30	12	18	1	EA	\$1,368.37	\$1,368																			\$1,368		\$1,368
Beecher Concession Stand	8.1	611367	Interior Wall Finish, Vinyl, Replace	15	10	5	1118	SF	\$2.27	\$2,542						\$2,542															\$2,542
Beecher Concession Stand	8.1	611371	Interior Floor Finish, Vinyl Sheeting, Replace	15	10	5	745	SF	\$7.01	\$5,222						\$5,222															\$5,222
Beecher Concession Stand	8.1	611310	Interior Ceiling Finish, Vinyl, Replace	20	12	8	145	SF	\$2.10	\$304									\$304												\$304
Beecher Concession Stand	8.1	611316	Interior Ceiling Finish, Acoustical Tile (ACT), Replace	20	12	8	600	SF	\$3.11	\$1,867									\$1,867												\$1,867
Beecher Concession Stand	8.1	611456	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	10	5	1	EA	\$956.04	\$956						\$956															\$956
Beecher Concession Stand	8.2	611460	Commercial Kitchen, Refrigerator, 2-Door Reach-In, Replace	15	10	5	1	EA	\$4,256.00	\$4,256						\$4,256															\$4,256
Totals, Unescalated											\$565	\$144	\$0	\$4,279	\$0	\$26,857	\$0	\$3,136	\$12,231	\$0	\$576	\$458	\$0	\$13,316	\$0	\$9,132	\$0	\$0	\$5,801	\$0	\$76,496
Totals, Escalated (3.0% inflation, compounded annually)											\$565	\$148	\$0	\$4,676	\$0	\$31,135	\$0	\$3,857	\$15,494	\$0	\$774	\$635	\$0	\$19,555	\$0	\$14,228	\$0	\$0	\$9,876	\$0	\$100,943

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 - 1.1. Property Information and General Physical Condition 1
 - 1.2. Facility Condition Index (FCI) 2
- 2 Appendices 4

1 Executive Summary

1.1. Property Information and General Physical Condition

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information	
Address:	908 Game Farm Road, Yorkville, Kendall, IL 60560
Year Constructed/Renovated:	2004
Current Occupants:	Parks and Recreation
Management Point of Contact:	City of Yorkville, Mr. Peter Ratos 630.553.8574 phone pratos@yorkville.il.us email
Property Type:	Concession Stand
Site Area:	0.13 acres
Building Area:	745 SF
Number of Buildings:	1
Number of Stories:	1
Parking Type and Number of Spaces:	Not applicable
Building Construction:	Conventional wood frame structure on concrete slab
Roof Construction:	Gabled roofs with asphalt shingles
Exterior Finishes:	Vinyl Siding
Heating, Ventilation and Air Conditioning:	Individual package split-system unit
Fire and Life/Safety:	Smoke detectors, extinguishers, and exit signs.
Dates of Visit:	May 22, 2017
On-Site Point of Contact (POC):	Scott Sleezer
Assessment and Report Prepared by:	Paul Prusa
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp Program Manager arhupp@emgcorp.com 800.733.0660 x6632

Systemic Condition Summary			
Site	Good	HVAC	Fair
Structure	Good	Plumbing	Fair
Roof	Fair	Electrical	Fair
Vertical Envelope	Fair	Elevators	--
Interiors	Fair	Fire	--

The following bullet points highlight the most significant short term and modernization recommendations:

- Installation of a complete fire suppression system
- ADA accessibility upgrades

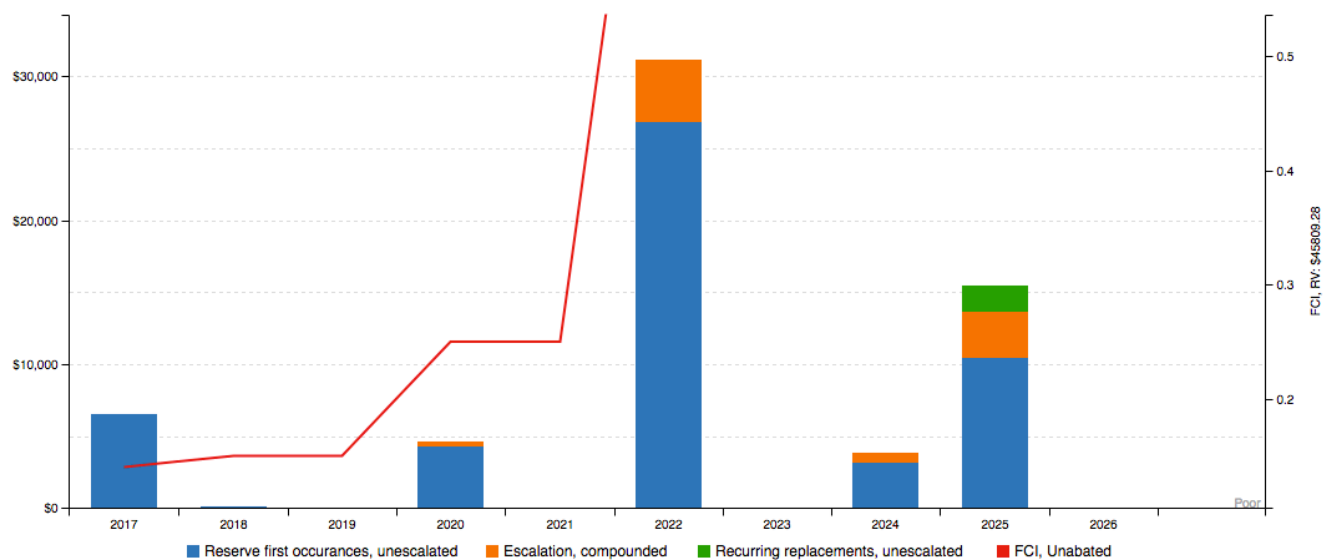
Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been well maintained since it was first occupied and is in good overall condition.

The property has had no major capital improvements. The property is less than 13 years old and has not required any major capital improvements.

1.2. Facility Condition Index (FCI)

FCI Analysis: Beecher Concession Stand

Replacement Value: \$ 45,809; Inflation rate: 3.0%



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

FCI Condition Rating	Definition	Percentage Value
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

Key Finding	Metric	
Current Year Facility Condition Index (FCI) $FCI = (IR)/(CRV)$	14.2%	Poor
10-Year Facility Condition Index (FCI) $FCI = (RR)/(CRV)$	122%	Very Poor
Current Replacement Value (CRV)	745 SF * 183.24 / SF = \$45,809	

Year 0 (Current Year) - Immediate Repairs (IR)	\$6,524
Years 1-10 – Replacement Reserves (RR)	\$56,084
Total Capital Needs	\$62,608

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Installation of a complete fire suppression system
- ADA accessibility upgrades

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables at the beginning of this report.

2 Appendices

Appendix A: Photographic Record

Appendix B: Site Plan

Appendix C: ADA Checklist

Appendix A: Photographic Record



#1: FRONT ELEVATION



#2: RIGHT ELEVATION



#3: LEFT ELEVATION



#4: REAR ELEVATION

#5: PEDESTRIAN PAVEMENT,
SIDEWALK, ASPHALT#6: PEDESTRIAN PAVEMENT,
SIDEWALK, CRACKING



#7: POLE LIGHT, EXTERIOR



#8: ROOF, ASPHALT SHINGLE



#9: EXTERIOR WALL, VINYL SIDING



#10: DAMAGED VINYL SIDING



#11: WINDOW, VINYL-CLAD DOUBLE-GLAZED DOUBLE HUNG



#12: EXTERIOR DOOR, STEEL



#13:

OVERHEAD DOOR, STEEL
SECURITY GATE

#14:

WINDOW, VINYL-CLAD DOUBLE-
GLAZED SLIDER

#15:

CONDENSING UNIT/HEAT PUMP,
SPLIT SYSTEM, 2 TON

#16:

FURNACE, ELECTRIC



#17:

SINK, POT, MULTI-
COMPARTMENT

#18:

LAVATORY, VITREOUS CHINA



#19:

TOILET, FLUSH TANK (WATER CLOSET)



#20:

SINK, PLASTIC



#21:

WATER HEATER, ELECTRIC



#22:

METAL HALIDE LIGHTING FIXTURE, WALL MOUNT



#23:

LIGHTING SYSTEM, INTERIOR, OFFICE BUILDING



#24:

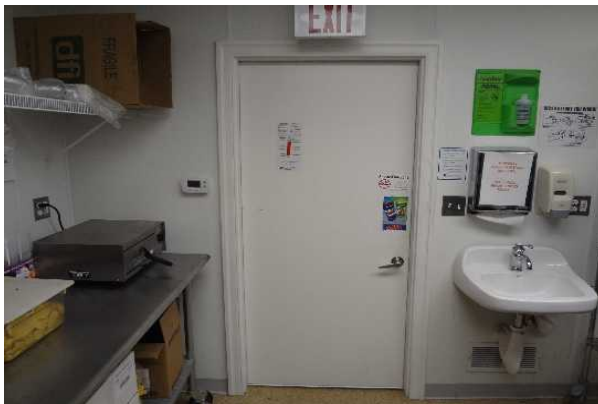
MAIN DISTRIBUTION PANEL



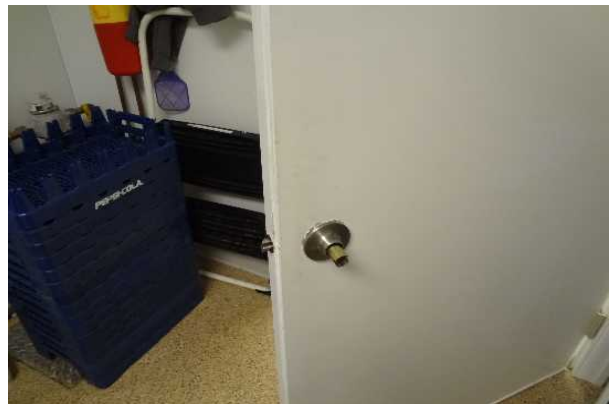
#25: EXIT LIGHTING FIXTURE



#26: FIRE EXTINGUISHER



#27: INTERIOR DOOR, ALUMINUM



#28: INTERIOR DOOR BROKEN HANDLE



#29: INTERIOR CEILING FINISH, VINYL



#30: INTERIOR WALL FINISH, VINYL



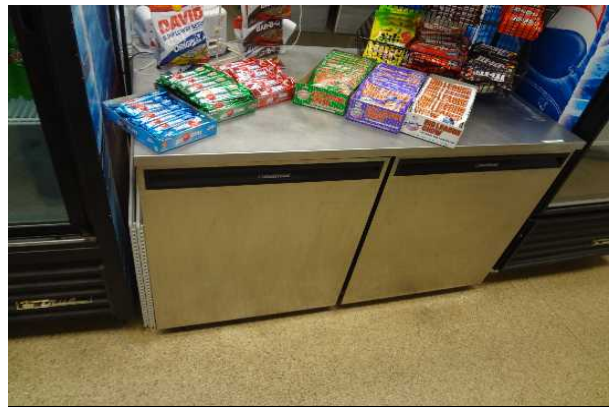
#31:

RESIDENTIAL APPLIANCES,
REFRIGERATOR

#32:

INTERIOR FLOOR FINISH, VINYL
SHEETING

#33:

INTERIOR CEILING FINISH,
ACOUSTICAL TILE (ACT)

#34:

COMMERCIAL KITCHEN,
REFRIGERATOR, 2-DOOR
REACH-IN

Appendix B: Site Plan

Site Plan

**Project Name:**

Beecher Concession Stand

Project Number:

122700.17R000-007.366

Source:

Google Maps

On-Site Date:

May 22, 2017

Appendix C: ADA Checklist

Date Completed: May 22, 2017

Property Name: Beecher Concession Stand

EMG Project Number: 122700.17R000-007.366

	Building History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?		X		
2	Have any ADA improvements been made to the property?		X		
3	Does a Transition Plan / Barrier Removal Plan exist for the property?		X		
4	Has building ownership or management received any ADA related complaints that have not been resolved?		X		
5	Is any litigation pending related to ADA issues?			X	
	Parking	Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?			X	
2	Are there sufficient van-accessible parking spaces available?			X	
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?			X	
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?			X	
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?			X	
6	If required does signage exist directing you to accessible parking and an accessible building entrance?			X	
	Ramps	Yes	No	NA	Comments
1*	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)			X	
2	Are ramps that appear longer than 6 ft complete with railings on both sides?			X	

	Ramps	Yes	No	NA	Comments
3	Does the width between railings appear at least 36 inches?			X	
4	Is there a level landing for approximately every 30 ft horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?			X	
	Entrances/Exits	Yes	No	NA	Comments
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?	X			
2	If the main entrance is inaccessible, are there alternate accessible entrances?			X	
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?	X			
	Paths of Travel	Yes	No	NA	Comments
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?	X			
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?		X		
3	Is there a path of travel that does not require the use of stairs?	X			
	Elevators	Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?			X	
2	Are there visual and audible signals inside cars indicating floor change?			X	
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?			X	
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?			X	
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?			X	
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?			X	

	Toilet Rooms	Yes	No	NA	Comments
1	Are common area public restrooms located on an accessible route?			X	
2	Are pull handles push/pull or lever type?		X		
3	Are there audible and visual fire alarm devices in the toilet rooms?		X		
4	Are toilet room access doors wheelchair-accessible (appear to be at least 32 inches wide)?	X			
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?	X			
6	In unisex toilet rooms, are there safety alarms with pull cords?			X	
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?			X	
8	Are grab bars provided in toilet stalls?	X			
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29" clearance)?	X			
10	Are sink handles operable with one hand without grasping, pinching or twisting?	X			
11	Are exposed pipes under sink sufficiently insulated against contact?	X			
	Guest Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? Provide specific number in comment field. Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? See attached hot sheet.			X	

	Guest Rooms	Yes	No	NA	Comments
2	How many of the accessible sleeping rooms per property management have roll-in showers? Provide specific number in comment field. Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? See attached hot sheet.			X	
3	How many assistive listening kits and/or rooms with communication features are available per property management? Provide specific number in comment field. Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			X	
	Pools	Yes	No	NA	Comments
1	Are public access pools provided? If the answer is no, please disregard this section.			X	
2	How many accessible access points are provided to each pool/spa? Provide number in comment field. Is at least one fixed lift or sloped entry to the pool provided?			X	
	Play Area	Yes	No	NA	Comments
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADAAG standards.			X	
	Exercise Equipment	Yes	No	NA	Comments
1	Does there appear to be adequate clear floor space around the machines/equipment (30" by 48" minimum)?			X	

**Based on visual observation only. The slope was not confirmed through measurements.*