



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, July 17, 2018

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: June 19, 2018

New Business:

1. PW 2018-65 Capital Improvement Projects Update
2. PW 2018-66 Bond/LOC Reduction Quarterly Update
3. PW 2018-67 NPDES Annual Report
4. PW 2018-68 2018 Sanitary Sewer Lining Change Order No. 1
5. PW 2018-69 Small Cell Wireless Fees and Code Amendment
6. PW 2018-70 Ground Effects Sidewalk
7. PW 2018-71 Old Jail RFP
8. PW 2018-72 Metra Support Resolution

Old Business:

1. PW 2018-58 Beecher Center HVAC – Award of Contract

Additional Business:

2018/2019 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Road to Better Roads Funding”	5	Bart Olson, Eric Dhuse & Rob Fredrickson
“Water Planning”	6	Eric Dhuse & Brad Sanderson
“Municipal Building Needs & Planning”	7	Bart Olson, Eric Dhuse, Rob Fredrickson, Tim Evans & Erin Willrett
“Traffic Patrol”	9	Eric Dhuse & Rich Hart
“Whispering Meadows”	10	Bart Olson & Brad Sanderson
“Vehicle Replacement”	12	Bart Olson, Eric Dhuse, Rob Fredrickson, Rich Hart & Tim Evans
“Water Conservation Plan”	14	Eric Dhuse & Brad Sanderson
“Capital Improvement Plan”	16	Eric Dhuse, Rob Fredrickson & Brad Sanderson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, July 17, 2018
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. June 19, 2018

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

NEW BUSINESS:

1. PW 2018-65 Capital Improvement Projects Update

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

2. PW 2018-66 Bond/LOC Reduction Quarterly Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2018-67 NPDES Annual Report

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Notes _____

4. PW 2018-68 2018 Sanitary Sewer Lining Change Order No. 1

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2018-69 Small Cell Wireless Fees and Code Amendment

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2018-70 Ground Effects Sidewalk

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2018-71 Old Jail RFP

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2018-72 Metra Support Resolution

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2018-58 Beecher Center HVAC – Award of Contract

☐ 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 – June 19, 2018

Meeting and Date: Public Works Committee – July 17, 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:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, June 19, 2018, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Joel Frieders

Alderman Jackie Milschewski

Alderman Seaver Tarulis

Alderman Ken Koch

Other City Officials

City Administrator Bart Olson

Assistant City Administrator Erin Willrett

Alderman Chris Funkhouser

Engineer Brad Sanderson, EEI

Public Works Director Eric Dhuse

Facilities Manager Steve Raasch

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: April 17, 2018

The minutes were approved as presented.

New Business:

1. PW 2018-56 ADA Transition Plan

Mr. Sanderson said the ADA plan needs to be opened for public comment for 30 days as part of the requirements and then the city must adopt the local public agency standards. He said the plan is very detailed and meets guidelines for agencies that oversee ADA. There are 1,400 deficient areas.

Chairman Frieders asked for cost breakdowns. The committee was OK for the public comment to open and this item will be brought back to committee.

2. PW 2018-57 Well No. 3 - RFP

An RFP was drafted to demolish the structure around the abandoned well. The teardown is budgeted. Mr. Olson said Imperial Investments had been approached about taking title or purchasing the property, however, they declined. He said there is still underground infrastructure in place and the roof is in bad condition. The committee approved of going to RFP to get bids and it will go to City Council for approval.

3. PW 2018-58 Beecher Center HVAC

- a. Budget Amendment
- b. RFP Results – Award of Contract

Mr. Olson said this item is not budgeted. Mr. Raasch reviewed the two bids received and one was rejected due to errors. Mr. Olson replied that one of the heating units is beyond repair and parts are unobtainable. It was noted Beecher is a warming/cooling center. Mr. Koch noted there had once been a \$1 million grant for repairs for the building, but it was not used. Mr. Raasch said there is an opportunity for possible rebates from ComEd. This moves to the consent agenda.

4. PW 2018-59 Traffic Control Requests – Heartland Subdivision

Mr. Sanderson said the Heartland HOA asked about additional stop signs, however, after an analysis it was recommended that no additional signage was needed.

5. PW 2018-60 Johnson Property ROW

Alderman Funkhouser requested this item to be on the agenda. A memo was written regarding the city's position regarding access. The petitioner hopes that the city might vacate a small strip of land there and he prefers to not be off Main. He wanted to know where the right-of-way is and where he can position the home he wishes to build. No action was taken since there was no formal request.

6. PW2018-61 10-20 Year Plan for Lead Service Evaluation and Subsequent Replacement

Mr. Dhuse said there will soon be a law that lead service lines will need to be replaced by the city. He said there should be very few that need to be replaced, but there are some in the area of Orange, Morgan and Heustis. Mr. Olson added that the bill did not get passed this session, but generally states all the lead pipes should be replaced within 10 years. He said details have not been worked out for those residents who may possibly have to have their entire yard dug up. He also said this is an unfunded mandate. The committee discussed other towns, the veterans' home in Quincy and the issues encountered. Chairman Frieders commented he wanted this matter to go on the record that it has been discussed even though all details are not finalized.

7. PW 2018-62 Legionella Testing Costs

Chairman Frieders said this is the start of a conversation and a summary about how legionella applies to Yorkville. Mr. Dhuse said the city has deep well systems and moves a lot of water which is an important factor.

8. PW 2018-63 Budget Amendment for Truck Body Purchase

Mr. Dhuse said \$45,000 had been budgeted for a new pickup, however, it was decided to purchase a removable brining system for the winter. The box holding the brining unit has holes and needs to be replaced. Public Works wishes to keep the truck and to purchase a stainless steel bed. Mr. Dhuse said they do not use a bed liner as it gets chipped very easily and does not last. Mr. Olson said the purchase is under staff authority and if this moves forward, it would only be for the budget amendment. This moves to the consent agenda.

9. PW 2018-64 Raintree Village – Units 4, 5, and 6 Basin Maintenance

There are 3 basins in Raintree which Encap has been maintaining for the city. Chairman Frieders said he would like to go out for competitive bids which might include local businesses. Alderman Koch said it would make sense to remove any muskrats since they have been removed from other nearby ponds.

Mr. Dhuse commented that the animals will just move back and forth between ponds. If this goes to bid, it would take about 6-7 weeks and would come back to the August meeting. The maintenance being done is naturalization and the mowing is separate. In another issue, Mr. Sanderson said prevailing wages must be paid which drives up the cost, however, the wages will be verified with the city attorney. The committee was OK with going to bid and they will be brought back in August.

Old Business: None

Additional Business:

Alderman Milschewski said the downtown crosswalks are failing. Mr. Dhuse said IDOT has patched at least one and are aware of the issue.

Alderman Koch said he met with two residents of Heritage Woods who said the sidewalk they use for their motorized devices stops at Ground Effects on Rt. 47. They residents spoke with the owner of Ground Effects who indicated he did not want them on his property. The owner planted trees where a sidewalk extension would go and the residents complained it is difficult for them to reach Walgreens on the south side of town. There are about 100 residents at Heritage Woods. Committee members discussed possible solutions and this will be brought back next month. Mr. Olson commented that some of the semi-permanent structures at Ground Effects might be encroaching since they are in the right-of-way and the city could pursue removal or lease. Mr. Olson said \$5,000 is budgeted for unobligated sidewalk construction and a budget amendment could be done. Mr. Sanderson was asked to provide engineering estimates for next month.

Alderman Tarulis asked about rules for motorcycles and snowmobiles on the new shared use path. He stated that a resident had complained about nearly being hit by a motorcycle on the path. Mr. Dhuse will put up signs stating motorized vehicles are prohibited.

There was no further business and the meeting was adjourned at 6:47pm

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2018-65

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: None

Submitted by: Brad Sanderson
Name Department

Agenda Item Notes:

*Have a question or comment about this agenda item?
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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: July 9, 2018
Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary on the status of the projects is provided below:

Construction Projects

2018 RTBR Program

The majority of the work should be complete by July 13th.

Whispering Meadows – Completion of Improvements

The majority of the planned work is complete. We are assessing the project budget and may add additional sidewalk repair.

Restoration will be addressed in later summer/early fall.

Fountain Village – Completion of Improvements

The contractor is approximately 70% complete with the planned work. Landscaping is the main work item remaining. This will be addressed in the late summer/early fall.

2018 Sanitary Sewer Lining Program

This project is substantially complete.

Rt 71 Water main and Sanitary Sewer Relocation

IDOT has let the project. Work may begin this fall.

Fox Highlands Water Main Improvements

The Fox Highlands water main project has been awarded and a preconstruction conference has been held. Construction start is dependent on a Comed Permit

Planning/Design Projects

Pavillion Road Streambank Stabilization

We have received the Army Corps permit for the work. We are currently evaluating our cost estimate and the proposed budget prior to letting the project.

East Orange Street Water Main Improvements

Final design is approximately 60% complete. Permits should be applied for by the end of July.



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 #2

Tracking Number

PW 2018-66

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – June 30, 2018

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Informational

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:

Have a question or comment about this agenda item?

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Memorandum

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

Date: July 10, 2018
Subject: 2018 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through June 30, 2018. If you have any questions, please let me know.

2018 Bond and Letter of Credit Reduction Report

[illegible]



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 #3

Tracking Number

PW 2018-67

Agenda Item Summary Memo

Title: NPDES Annual Report

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Informational Purposes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: None

Submitted by: Brad Sanderson
Name Department

Agenda Item Notes:

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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: July 9, 2018
Subject: NPDES MS4 Stormwater Permit

The City adopted its latest Stormwater Management Plan in April 2017 which was required by the IEPA in order for the City to be compliance with the NPDES MS4 Permit. One of the requirements of the permit is to submit an annual report to the IEPA. The report is to detail the City's progress towards its goals that it outlined in its plan.

The report, which covers the period from March 2017 to March 2018, is provided for informational purposes and will be submitted to the IEPA by the end of the June.

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



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2017 To March, 2018

Permit No. ILR40 0554

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: United City of Yorkville Mailing Address 1: 800 Game Farm Road
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560 Telephone: (630) 553-4350
Contact Person: Bart Olson, City Administrator Email Address: bolson@yorkville.il.us
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

United City of Yorkville

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|--|--------------------------|---|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature: _____

Bart Olson

Printed Name: _____

Date: _____

City Administrator _____

Title: _____

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ANNUAL FACILITY INSPECTION REPORT
NPDES PERMIT FOR STORM WATER DISCHARGES
FROM MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)**

UNITED CITY OF YORKVILLE, IL: MARCH 2017 TO MARCH 2018

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. CHANGES TO BEST MANAGEMENT PRACTICES (BMP CHANGES).

The City did not make any changes to their Best Management Practices program or Stormwater Management Program Plan (SMPP) over the past year and does not have any planned modifications for the upcoming year. However, the City is continually investigating opportunities to enhance their program each year as budget and staff considerations allow.

B. STATUS OF COMPLIANCE WITH PERMIT CONDITIONS AND ASSESSMENT OF THE APPROPRIATENESS OF THE IDENTIFIED BEST MANAGEMENT PRACTICES TOWARDS ACHIEVING THE STATUTORY GOAL OF REDUCING THE DISCHARGE OF POLLUTANTS TO THE MEP, AND THE IDENTIFIED MEASURABLE GOALS FOR EACH OF THE MINIMUM CONTROL MEASURES.

The City has endeavored to meet the requirements of the permit conditions as outlined in the SMPP and in consideration of current staffing and budget constraints. The status of the permit activities for the reporting period is as follows.

Public Education and Outreach

The City maintains an information center at City Hall that includes informational items regarding stormwater related issues. The City staff regularly reviews current available materials in their information center at City Hall to compare with requirements and the topic list from the General Permit. This will be an ongoing effort to keep educational materials current and relevant to resident and stormwater pollution prevention needs.

The City is in compliance with minimum control measures by providing public education and outreach materials at the City Hall and on its website.

Public Participation and Involvement

The City maintains documentation on the number and type of calls received from the public regarding potential illicit discharges. The City received seven drainage complaint calls and no illicit discharge complaints during this reporting period. The City supports recycling and includes a recycling program and regular collection with their solid waste and recycling collection provider. The City also maintains a call-in free of charge electronics recycling program through their solid waste and recycling collection provider.

The City held a Public Meeting to solicit input from the public on the stormwater plan and program on February 28, 2017.

The above activities demonstrate the City's compliance with minimum control measures for Public Participation and Involvement.

Construction Site Runoff Control

The City tracks site development permits issued and requires compliance with Construction Runoff Controls in their ordinances where required. The City documents citizen complaints, if any, regarding construction site runoff and implements and documents follow up procedures. There were no citizen complaints regarding erosion control during the reporting period. However, the City inspects construction sites for erosion and sediment control as required by the NPDES Permit and the City's Erosion and Sediment Control provisions in their Stormwater Ordinance and takes enforcement action as necessary.

The above activities demonstrate the City's compliance with minimum control measures for Construction Site Runoff Control.

Post Construction Site Runoff Control

The City developed a database of basins and provides support and assistance for citizens regarding post construction runoff control on an as requested basis. However, no post construction runoff basin related complaints from citizens were received. The City maintains a database of Home Owners Associations (HOA) and encourages HOAs to inspect and maintain their stormwater management basins and makes information available and provides assistance on an as needed basis when requested by HOAs. The City requires new developments to enter into maintenance agreements for stormwater facilities. All new developments requiring stormwater basins during the reporting period were required to submit a maintenance plan for approval by the City.

The City is in compliance with minimum control measures for Post Construction Runoff Control because their ordinances address post construction requirements and City staff responds to citizen complaints and HOA requests for information and assistance.

Illicit Discharge Detection and Elimination

The City maintains and updates as necessary their stormwater Outfall Inventory. In addition, the City tracks the number and types of Illicit Discharges and the steps taken to eliminate the discharge as potential discharges are brought to their attention. There were no potential illicit discharges reported during the reporting period and no citation issued for discharge of waste oil into the storm sewer system. The City staff will take action if problems with the outfalls or illicit discharges are reported to the City.

The City is in compliance with the minimum control measures for Illicit Discharge Detection and Elimination because they have ordinances and procedures in place to address and correct illicit discharge when they are discovered. The City takes action as necessary in accordance with these ordinances when illicit discharges or problems with stormwater outfalls are reported.

Pollution Prevention and Good Housekeeping

The City provided services and maintained records for the following good housekeeping activities: number of curb miles swept, amount of leaves collected, amount of road salt used, number of catch basins cleaned, and the amount of herbicides and pesticides used, and training provided for employees. Due to budget constraints, no formal NPDES training was provided to employees; however, employees are kept informed on best management practices through implementation of the SMPP. In addition, the City investigated methods for tracking BMP implementation and resultant pollutant load reduction and keeping and regularly updating the BMP inventory.

These activities place the City in compliance with the minimum control measures for Pollution Prevention and Good Housekeeping.

C. RESULTS OF INFORMATION AND DATA COLLECTED AND ANALYZED.

The following data was collected or information analyzed for the above permit cycle and is attached to this report.

Public Education and Outreach

No data was collected or information analyzed in this area during the reporting period.

Public Participation and Involvement

No data was collected or information analyzed in this area during the reporting period.

Construction Site Runoff Control

No data was collected or information analyzed in this area during the reporting period.

Post Construction Site Runoff Control

No data was collected or information analyzed in this area during the reporting period.

Illicit Discharge Detection and Elimination

No data was collected or information analyzed in this area during the reporting period.

Pollution Prevention and Good Housekeeping

- The City swept 525 curb miles in the reporting period.
- The City collected 6500 cubic yards of leaves during their fall collection.
- The City used 1500 tons of road salt and 15,000 gallons of 23% salt brine for ice control during the winter.
- The City cleaned 238 catch basins and checked restrictors and cleaned storm drain covers after each significant rainfall event during the reporting period.
- The City applied 75 gallons of herbicides and pesticides and contracted to have insecticide caches placed in all catch basins for mosquito control during the reporting period.

D. SUMMARY OF STORM WATER ACTIVITIES PLANNED FOR THE NEXT REPORTING CYCLE.

In addition to continuing City programs, the City will be continuing to implement the BMP changes to meet the requirements contained in the 2016 Permit and is continually evaluating their program to enhance the community's pollution prevention efforts.

The City is proposing to follow the plan of activities as described in their approved SMPP for the upcoming year. These activities would include the following.

Public Education and Outreach

The City will continue to maintain an information center at City Hall that contains stormwater and recycling related information for City residents.

Public Participation and Involvement

The City will continue to maintain documentation regarding the number and type of calls received from the public regarding potential illicit discharges. The City will hold a Public Meeting to received public input on their stormwater management program.

Construction Site Runoff Control

The City will continue to track the number of site development permits issued. The City will continue to document and follow up on citizen complaints regarding construction site runoff. The City will continue to inspect active construction sites in accordance with NPDES Permit and Erosion and Sediment Control Ordinance requirements.

Post Construction Site Runoff Control

The City will maintain their databases of HOAs and Stormwater Basins and update as necessary. The City will provide information and assistance to citizens and HOAs on an as requested basis. The City will continue to require new developments to enter into maintenance agreements for their stormwater basins. The City will start implementation of their Basin Monitoring Program from their SMPP. 25% of the Basins in the City will be inspected in the upcoming year and maintenance recommendations will be provided to Basin owners.

Illicit Discharge Detection and Elimination

The City will continue to track the number and type of potential illicit discharges and problems with stormwater outfalls that are reported. The City will document the incidents and the corrective actions on their summary forms and in accordance with their ordinances and procedures.

Pollution Prevention and Good Housekeeping

The City will continue to provide services and maintain records for the following good housekeeping activities: number of curb miles swept, amount of leaves collected, amount of road salt used, number of catch basins cleaned, and the amount of herbicides and pesticides used, and training provided for employees. The City will inventory stormwater BMPs installed in new developments and track resultant estimated pollutant load reductions. The City will seek opportunities to address chloride issues with de-icing operations and participate if a watershed group is organized to implement control measures.

E. NOTICE OF PERMIT OBLIGATIONS SATISFIED BY OTHER GOVERNMENT ENTITY.

The City is not depending on other units of government to meet any of its' permit obligations.

F. LIST OF CONSTRUCTION PROJECTS PAID FOR BY THE CITY OF YORKVILLE FOR THE 2017-2018 REPORTING PERIOD.

The following City funded construction projects were underway in the 2017-2018 reporting period.

- 2017 Road Program
- 2017 Sanitary Sewer Lining
- Washington Street Water main
- Countryside Water main and Street Improvements
- Countryside / Center Resurfacing
- Kennedy Road Shared-Use Path
- Kennedy Road Resurfacing



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 2018-68

Agenda Item Summary Memo

Title: 2018 Sanitary Sewer Lining Program

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

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?

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Memorandum

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

Date: July 10, 2018
Subject: 2018 Sanitary Sewer Lining – Change Order No. 1

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

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

Background:

The United City of Yorkville and Innovative Underground LLC entered into an agreement for a contract value of \$102,804.00 for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 which would increase the contract amount by \$17,312.50?

Discussion:

Change Order No. 1 includes:

- The removal of calcium deposits and obstructions within the sanitary sewer via robotic cutting. This work was associated with the original contract.
- The addition of the Raintree Village sanitary service lateral lining to the contract. Through televising and other investigative efforts, we have identified three laterals that are in need of immediate repair. These laterals are significant contributors of inflow and infiltration (I&I) into the sewer lines. Past flow monitoring efforts have noted that this area has a high amount of I&I.

Since the City received favorable bids on the original planned work, we are able to add the proposed work and remain within the overall project budget.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: July 9, 2018

Agreement Date: _____

NAME OF PROJECT: 2018 Sanitary Sewer Lining

OWNER: United City of Yorkville

CONTRACTOR: Innovative Underground, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1-3) SEE ATTACHED SHEET

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$102,804.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$102,804.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (~~decreased~~)
by: \$ 17,312.50

The new CONTRACT PRICE including this CHANGE ORDER will be: \$120,116.50

Change to CONTRACT TIME:

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

The date for completion of all work will be November 30, 2018

Justification

1) The removal of calcium deposits and obstructions within the sanitary sewer via robotic cutting.

2-3) The addition of the Raintree Village sanitary service lateral lining to the contract.

Approvals Required

Requested by: _____ Innovative Underground, LLC

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

CHANGE ORDER NO. 1
2018 SANITARY SEWER LINING
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
MISCELLANEOUS EXTRAS AND CREDITS								
1	ROBOTIC CUTTING FOR CALCIUM DEPOSIT REMOVAL	HOUR		\$ 450.00	6.25	\$ 2,812.50	0	\$ -
2	LATERAL LINING WITH ACTIVE I/I - RAINTREE VILLAGE	EACH		\$ 7,500.00	1.0	\$ 7,500.00	0	\$ -
3	LATERAL LINING - 6"X8" INTERFIT - RAINTREE VILLAGE	EACH		\$ 3,500.00	2.0	\$ 7,000.00	0	\$ -

TOTAL ADDITIONS = \$ 17,312.50

TOTAL DEDUCTIONS = \$ -

ORIGINAL CONTRACT PRICE: \$ 102,804.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 102,804.00
AMOUNT OF CURRENT CHANGE ORDER: \$17,312.50
NEW CONTRACT PRICE: \$120,116.50

Innovative Underground LLC
PO BOX 3507
Glen Ellyn, IL 60138 US

Invoice



BILL TO
United City of Yorkville 800 Game Farm Rd Yorkville, IL 50650

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1127	05/11/2018	\$1,687.50	05/11/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
ROBOTIC CUTTING 2018 Yorkville Lining Project, T & M Calcium Removal on Walter St. Work performed from 9:00 AM to 12:45 PM	3.75	450.00	1,687.50

DUE UPON COMPLETION

BALANCE DUE

\$1,687.50

Thank you for your business.

Innovative Underground LLC
PO BOX 3507
Glen Ellyn, IL 60138 US

Invoice



BILL TO
Julie Morrison City of Yorkville

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1157	07/02/2018	\$1,125.00	07/02/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
ROBOTIC CUTTING 2018 Yorkville Lining Project Removal of PVC Obstruction on Heustis between S2 - 59A to S2 - 59B Work performed from 8:00 am to 10:30 am	2.50	450.00	1,125.00

DUE UPON COMPLETION

BALANCE DUE

\$1,125.00

Thank you for your business.



INNOVATIVE UNDERGROUND

2175C GRISWOLD SPRINGS RD., SANDWICH IL 60548
331-300-5225

Engineering Enterprises, Inc.
Attn: Nadia Simek
52 Wheeler Rd
Sugar Grove IL 60554

PROPOSAL
6/25/2018

PROJECT: RAINTREE SUBDIVISION I & I PROJECT, YORKVILLE, IL, SANITARY SERVICE IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT
1	FIX SERVICE W/ACTIVE I & I @ MH4 - MH5 BY INSTALLING - INTERFIT SEAL - CLEANOUT - CIPP LINER IN SERVICE	1	EA	\$ 7,500.00	\$ 7,500.00
2	INSTALL 6" X 8" INTERFIT CONNECTION SEAL MH8-MH9, MH9-MH10	2	EA	\$ 3,500.00	\$ 7,000.00
PHASE I PROPOSAL TOTAL					\$ 14,500.00

SCOPE OF WORK:

- PROVIDE BEFORE AND AFTER VIDEO

PROVIDED BY OTHERS:

- Water onsite for steam curing liner

RANDY HARKER, PRESIDENT

DATE

PROPOSAL VALID FOR 30 DAYS
TERMS: DUE UPON COMPLETION
WARRANTY: 5 YEARS FROM DATE OF INSTALLATION

SIGNATURE OF ACCEPTANCE

DATE



10:49

10.17.2017

124'11"



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

Agenda Item Number

New Business #5

Tracking Number

PW 2018-69

Agenda Item Summary Memo

Title: Modifying Codified Ordinances for Small Cell Antenna Regulations

Meeting and Date: Public Works Committee - July 17, 2018

Synopsis: Consideration of updates to the Codified Chapter 8, Chapter 10 and Chapter 18
regarding small cell antennas.

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:

PZC public hearing requirement for the Text Amendment request to the Zoning Ordinance

Regarding small cell antennas.



Memorandum

To: Public Works and Planning and Zoning Commission
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 17, 2018 & July 18, 2018
Subject: Modifying Codified Ordinance Chapter 8, Chapter 10 and 18 for Small Wireless Facilities

Summary

Consideration of updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations.

Background

Municipalities throughout Illinois have seen a proliferation of small cell antenna applications from wireless/phone companies for both an array of improvements to existing utility poles and new poles within the right of way. The City Council approved changes to Chapter 8 and Chapter 18 in June, 2017 when the Illinois Municipal League (IML) recommended changes to municipal ordinances regarding small cell siting within the rights-of-way in anticipation of the recently approved legislation. Once again, the IML has distributed model documents to assist municipalities in implementing allowed regulations under the newly adopted Small Wireless Facilities Deployment Act (P.A. 100-0585).

Staff took the model and incorporated the recommendations for the Small Wireless Facilities into Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations of the City's Codified Ordinances. All of these Ordinances will be reviewed by the Public Works Committee on July 17th. Chapter 18 will additionally go to the July 18th Special PZC meeting for a Public Hearing regarding a Text Amendment to the Chapter, because it is a Chapter within the Zoning Code and then back to City Council for a vote on all Ordinances, with the anticipated meeting date of July 24, 2018.

In the attached red-lined version of Chapter 8, staff added several definitions per the IML recommended ordinance. A "Collocate or Collocation" definition was added. This definition is the trend that other municipalities are seeing installed, where the installation of the wireless facilities is on or adjacent to a wireless support structure or existing utility pole. A definition was also added for "Small Wireless Facility" which accompanies the definition which was added in 2017 of Small Cell Facilities, only this is a wireless facility. Within Chapter 8, Section 15, Location of Facilities, Free Standing Facilities – Above Ground, staff deleted the nine additional requirements for above ground free standing facilities that were added in 2017 per the IML. The new section that was added to the chapter regarding small wireless facilities is: 7-8-17: Small Wireless Facilities. This new section includes regulation for permitted uses, the permit process, including the application process, conditions, including height, spacing and design, and exceptions. All other items and processes within the Chapter remain the same. A permit is required for construction and will be reviewed by staff and the variance process also remains the same. The following is a break-down of the new processes:

Type of Facility Most Likely to be Applied for:

Small Wireless Facility: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Proposed Application Process:

In order to apply for a permit an application must be received stating:

- The site specific structural integrity and a make-ready analysis of a municipal utility pole as prepared by a structural engineer;
- The location where each proposed small wireless facility or utility pole would be installed including a depiction of the completed facility; specifications and drawings of each facility as it is proposed to be installed by a structural engineer;
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the facility;
- A proposed schedule of the installation and completion of each facility;
- Certification that the collocation complies with the collocation requirements (as written in the ordinance);
- If the facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

Processing Application:

The City shall process the application on a first come first serve basis for collocation on the same utility pole or wireless support structure. It shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application. However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of the completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

Denial of Application:

The City shall deny an application which does not meet the requirements of this proposed ordinance. If there is a concern of public safety or if the utility pole or wireless support structure is required to be replaced before the requested collocation approval shall be conditioned on the replacement at the cost of the provider. The City shall document the basis for denial and send the documentation to the applicant on or before the day the City denies an application. The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require

the applicant to submit a new application with applicable fees and recommencement of the City's review period. If the cure requires a new location, new or different structure to be collocated upon, new antennas or other wireless equipment associated with the small wireless facility the revised application does not apply. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

Consideration of Completeness of Application:

Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City. Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

Collocation Applications:

An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

Duration of Permits:

The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance. If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

Maintenance of Facilities:

The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

Height Requirements:

The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

Completion of Collocation Timeframe:

Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

Annual Recurring Rate to Collocate:

A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole. If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment:

A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

Additionally, changes to Chapter 10, Building Permit Fees reflect the one-time application fees that were included in the Small Wireless Facilities Deployment Act (P.A. 100-0585). 3 categories were added as follows:

Small wireless facility on an existing utility pole or wireless support structure	\$650.00
Small wireless facility in a consolidated application for more than one facility on existing poles or wireless support structure.	\$350.00
Small wireless facility installation on a new utility pole.	\$1000.00

The changes to Chapter 18, which are also red-lined, include an updated definition of “Small Wireless Facility” to match the approved Act and it also matches the definition proposed to be included in Chapter 8. The definitions were also cleaned up to eliminate items that are no longer relevant. The Ordinance already cross references Chapter 8 if any facility is being constructed is located within the public right-of-way.

Recommendation

Staff recommends approval of the updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations as it relates to Small Wireless Facilities.

Chapter 8

CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS OF WAY

7-8-1: PURPOSE AND SCOPE:

7-8-2: DEFINITIONS:

7-8-3: ANNUAL REGISTRATION REQUIRED:

7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:

7-8-5: ACTION ON PERMIT APPLICATIONS:

7-8-6: EFFECT OF PERMIT:

7-8-7: REVISED PERMIT DRAWINGS:

7-8-8: INSURANCE:

7-8-9: INDEMNIFICATION:

7-8-10: SECURITY:

7-8-11: PERMIT SUSPENSION AND REVOCATION:

7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:

7-8-13: GENERAL CONSTRUCTION STANDARDS:

7-8-14: TRAFFIC CONTROL:

7-8-15: LOCATION OF FACILITIES:

7-8-16: CONSTRUCTION METHODS AND MATERIALS:

7-8-17: SMALL WIRELESS FACILITIES

7-8-18: VEGETATION CONTROL:

7-8-19: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:

7-8-20: CLEANUP AND RESTORATION:

7-8-21: MAINTENANCE AND EMERGENCY MAINTENANCE:

7-8-22: VARIANCES:

7-8-23: PENALTIES:

7-8-24: ENFORCEMENT:

7-8-1: PURPOSE AND SCOPE:  

A. Purpose: The purpose of this chapter is to establish policies and procedures for constructing facilities on rights of way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights of way and the city as a whole.

B. Intent: In enacting this chapter, the city intends to exercise its authority over the rights of way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including, without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
3. Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights of way or public property;
4. Protect against environmental damage, including damage to trees, from the installation of utility facilities;
5. Protect against increased storm water runoff due to structures and materials that increase impermeable surfaces;
6. Preserve the character of the neighborhoods in which facilities are installed;
7. Preserve open space, particularly the tree lined parkways that characterize the city's residential neighborhoods;
8. Prevent visual blight from the proliferation of facilities in the rights of way; and
9. Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

C. Facilities Subject To This Chapter: This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights of way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

D. Franchises, Licenses, Or Similar Agreements: The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the City rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the City enter into such an agreement. In such an agreement, the City may provide for terms and conditions inconsistent with this chapter.

E. Effect Of Franchises, Licenses, Or Similar Agreements:

1. Utilities Other Than Telecommunications Providers: In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the City, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the City and any telecommunications provider, the provisions of such franchise, license or similar

agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

F. Conflicts With Other Chapters: This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

G. Conflicts With State And Federal Laws: In the event that applicable Federal or State laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating Federal or State laws or regulations.

H. Sound Engineering Judgment: The City shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the City so determines. Nothing herein shall be construed to limit the ability of the City to regulate its rights-of-way for the protection of the public health, safety and welfare. (Ord. 2007-97, 12-18-2007)

7-8-2: DEFINITIONS:

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Illinois Administrative Code section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ANSI: American National Standards Institute.

ASTM: American Society for Testing and Materials.

ALTERNATIVE ANTENNA STRUCTURE: An existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a City-owned infrastructure that may be designed to shield, conceal or disguise the presence of antennas or towers and blend with the surrounding setting. Alternative structures may include, but are not limited to, unobtrusive architectural features on new or existing structures, clock towers, flagpoles and church steeples.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

APPLICANT: A person applying for a permit under this chapter.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

BORE OR BORING: To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CABLE OPERATOR: As defined in 47 USC 522(5).

CABLE SERVICE: As defined in 47 USC 522(6).

CABLE SYSTEM: As defined in 47 USC 522(7).

CARRIER PIPE: The pipe enclosing the liquid, gas or slurry to be transported.

CASING: A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

CITY: The United City of Yorkville, Illinois.

CITY-OWNED INFRASTRUCTURE: Infrastructure in public right-of-way within the boundaries of the City, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City.

CLEAR ZONE: The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear run out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO "Roadside Design Guide".

COATING: Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE: The Municipal Code of the United City of Yorkville, Illinois.

COLLOCATE or COLLATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

COMMUNICATION SERVICE PROVIDER: A cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

CONDUCTOR: Wire carrying electrical current.

CONDUIT: A casing or encasement for wires or cables.

CONSTRUCTION OR CONSTRUCT: The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER: The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY: A facility that crosses one (1) or more right-of-way lines of a right-of-way.

DIRECTOR OF PUBLIC WORKS: The City Director of Public Works or his or her designee.

DISRUPT THE RIGHT-OF-WAY: For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

DISTRIBUTED ANTENNA SYSTEM (DAS): A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.

EMERGENCY: Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT: Provision of a protective casing.

ENGINEER: The City Engineer or his or her designee.

EQUIPMENT: Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

EXCAVATION: The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE: Pipe meeting ASTM standards for this pipe designation.

FACILITY: All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term "facility" shall not include any facility owned or operated by the City.

FCC: The Federal Communications Commission of the United States.

FREESTANDING FACILITY: A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

FRONTAGE ROAD: Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

HAZARDOUS MATERIALS: Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the City Engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the

ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any Federal or State law, statute or regulation.

HIGHWAY: A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE: The Illinois Highway Code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

HOLDER: A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 Illinois Compiled Statutes 5/21-401.

ICC: Illinois Commerce Commission.

IDOT: Illinois Department of Transportation.

JULIE: The Joint Utility Locating Information for Excavators Utility Notification Program.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two (2) or more utilities.

LANDSCAPE SCREENING: The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

MAJOR INTERSECTION: The intersection of two (2) or more major arterial highways.

MICRO WIRELESS FACILITY: A small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

MONOPOLE: A structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

MUNICIPAL UTILITY POLE: A utility pole owned or operated by the City in public rights-of-way.

OCCUPANCY: The presence of facilities on, over or under right-of-way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

PARKWAY: Any portion of the right-of-way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to a facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to sections [7-8-4](#) and [7-8-5](#) of this chapter.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA: An antenna that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT: Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION FACILITY: An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the City. If no time period is specified, the period shall be thirty (30) days.

PUBLIC ENTITY: A legal entity that constitutes or is part of the government, whether at local, State or Federal level.

PUBLIC SAFETY AGENCY: The functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

RESTORATION: The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

RIGHT-OF-WAY OR RIGHTS-OF-WAY: Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Right-of-way" or "rights-of-way" shall not include any real or personal City property that is not specifically described in the previous two (2) sentences and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

ROADWAY: That part of the highway that includes the pavement and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL: The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned

subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND: That amount of security required pursuant to section [7-8-10](#) of this chapter.

SHOULDER: A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SMALL CELL FACILITIES: A personal wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS: This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated nontraffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one (1) or more specified locations to one (1) or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission.

"Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end to end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 USC section 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 CFR section 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Every person engaged in making sales of telecommunications at retail as defined herein.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

TRENCH: A relatively narrow open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any "facility" as defined in this chapter.

UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, communication service provider, which are used to provide lighting, traffic control, signage, or a similar function.

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE: As defined in section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 Illinois Compiled Statutes 21-201(v).

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

WI-FI ANTENNA: An antenna used to support Wi-Fi broadband internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices. (~~Ord. 2007-97, 12-18-2007; and Ord. 2017-35, 6-27-2017~~)

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS PROVIDER: A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

(Ord. 2007-97, 12-18-2007; amd. Ord. 2017-35, 6-27-2017)

7-8-3: ANNUAL REGISTRATION REQUIRED:

Every utility that occupies right-of-way within the City shall register on January 1 of each year with the engineer, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one (1) or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a twenty four (24) hour telephone number for each such person, and evidence of insurance as required in section [7-8-8](#) of this chapter, in the form of a certificate of insurance. (Ord. 2007-97, 12-18-2007)

7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:

A. Permit Required: No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any City right-of-way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the right-of-way (as defined in this chapter), or 4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right-of-way, without first filing an application with the City Engineer and obtaining a permit from the City therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

B. Permit Application: All applications for permits pursuant to this chapter shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

C. Minimum General Application Requirements: The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1. The utility's name and address and telephone and telecopy numbers;
2. The applicant's name and address, if different than the utility, its telephone and telecopy numbers, e-mail address, and its interest in the work;
3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;

4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
5. Evidence that the utility has placed on file with the City:
 - a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the "Illinois Manual On Uniform Traffic Control Devices", to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;
6. Drawings, plans and specifications showing the work proposed, including the certification of an Illinois licensed professional engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;
7. Evidence of insurance as required in section [7-8-8](#) of this chapter;
8. Evidence of posting of the security fund as required in section [7-8-10](#) of this chapter;
9. Any request for a variance from one or more provisions of this chapter (see section [7-8-21](#) of this chapter); and
10. Such additional information as may be reasonably required by the city.

D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

1. In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;

4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control, the metropolitan water reclamation district, and the Yorkville-Bristol sanitary district have been satisfied; or
5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

E. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within thirty (30) days after the change necessitating the amendment.

F. Application Fees: Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of fifty dollars (\$50.00). No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the electricity infrastructure maintenance fee act. (Ord. 2007-97, 12-18-2007)

7-8-5: ACTION ON PERMIT APPLICATIONS:

A. City Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the city engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the city engineer shall reject such application in writing, stating the reasons therefor. If the city engineer is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the city engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the city engineer, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

B. Additional City Review Of Applications Of Telecommunications Retailers:

1. Pursuant to section 4 of the telephone company act, 220 Illinois Compiled Statutes 65/4, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the city not less than forty five (45) days prior to the commencement of work requiring no excavation and not less than forty five (45) days prior to the commencement of work requiring excavation. The city engineer shall specify the portion of the right of way upon which the facility may be placed, used and constructed.
2. In the event that the city engineer fails to provide such specification of location to the telecommunications retailer within either: a) forty five (45) days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or

b) forty five (45) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.

3. Upon the provision of such specification by the city, where a permit is required for work pursuant to section [7-8-4](#) of this chapter the telecommunications retailer shall submit to the city an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subsection A of this section.

C. Additional City Review Of Applications Of Holders Of State Authorization Under The Cable And Video Competition Law Of 2007: Applications by a utility that is a holder of a state issued authorization under the cable and video competition law of 2007 shall be deemed granted forty five (45) days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes, ordinances, and regulations. (Ord. 2007-97, 12-18-2007)

7-8-6: EFFECT OF PERMIT:

A. Authority Granted; No Property Right Or Other Interest Created: A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights of way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights of way.

B. Duration: No permit issued under this chapter shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

C. Preconstruction Meeting Required: No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a preconstruction meeting. The preconstruction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights of way by the public during construction, and access and egress by adjacent property owners.

D. Compliance With All Laws Required: The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations. (Ord. 2007-97, 12-18-2007)

7-8-7: REVISED PERMIT DRAWINGS:

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section [7-8-21](#) of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right of way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor. (Ord. 2007-97, 12-18-2007)

7-8-8: INSURANCE:

A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right of way or constructing any facility in the right of way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
 - b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
 - c. Five million dollars (\$5,000,000.00) for all other types of liability;
2. Automobile liability for owned, nonowned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
3. Workers' compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess Or Umbrella Policies: The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. Copies Required: The utility shall provide copies of any of the policies required by this section to the city within ten (10) days following receipt of a written request therefor from the city.

D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Mayor of such intent to cancel or not to renew.

Within ten (10) days after receipt by the city of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.

F. Effect Of Insurance And Self-Insurance On Utility's Liability: The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

G. Insurance Companies: All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the state of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company. (Ord. 2007-97, 12-18-2007)

7-8-9: INDEMNIFICATION:

By occupying or constructing facilities in the right of way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless

or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights of way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives. (Ord. 2007-97, 12-18-2007)

7-8-10: SECURITY:

A. Purpose: The permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:

1. The faithful performance by the permittee of all the requirements of this chapter;
2. Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and
3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

B. Form: The permittee shall provide the security fund to the city in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the city, or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without ninety (90) day prior cancellation notice to the city and the permittee;
2. Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
3. Shall provide a location convenient to the city and within the state of Illinois at which it can be drawn.

C. Amount: The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the right of way to at least as good a condition as that existing prior to the construction under the permit, as determined by the city engineer, and may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee

fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the city engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.

D. Withdrawals: The city, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the city for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;
2. Fails to pay any liens relating to the facilities that are due and unpaid;
3. Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or
4. Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the security fund.

E. Replenishment: Within fourteen (14) days after receipt of written notice from the city that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection C of this section.

F. Interest: The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the city, upon written request for said withdrawal to the city, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection C of this section.

G. Closing And Return Of Security Fund: Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the security fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

H. Rights Not Limited: The rights reserved to the city with respect to the security fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. 2007-97, 12-18-2007)

7-8-11: PERMIT SUSPENSION AND REVOCATION:

A. City Right To Revoke Permit: The city may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
2. Noncompliance with this chapter;
3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights of way presents a direct or imminent threat to the public health, safety, or welfare; or
4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

B. Notice Of Revocation Or Suspension: The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

C. Permittee Alternatives Upon Receipt Of Notice Of Revocation Or Suspension: Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

1. Immediately provide the city with evidence that no cause exists for the revocation or suspension;
2. Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five (5) working days after receipt of the written notice of revocation; or
3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights of way and restore the rights of way to the satisfaction of the city providing written proof of such removal to the city within ten (10) days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the city may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

E. Failure Or Refusal Of The Permittee To Comply: If the permittee fails to comply with the provisions of subsection C of this section, the city or its designee may, at the option of the city: 1) correct the deficiencies; 2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or 3) after not less than thirty (30) days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal. (Ord. 2007-97, 12-18-2007)

7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL

STATUS:  

A. Notification Of Change: A utility shall notify the city no less than thirty (30) days prior to the transfer of ownership of any facility in the right of way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right of way.

B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right of way.

C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer. (Ord. 2007-97, 12-18-2007)

7-8-13: GENERAL CONSTRUCTION STANDARDS:

A. Standards And Principles: All construction in the right of way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

1. "Standard Specifications For Road And Bridge Construction";

2. "Supplemental Specifications And Recurring Special Provisions";
3. "Highway Design Manual";
4. "Highway Standards Manual";
5. "Standard Specifications For Traffic Control Items";
6. "Illinois Manual On Uniform Traffic Control Devices" (92 Ill. adm. code section 545);
7. "Flagger's Handbook"; and
8. "Work Site Protection Manual For Daylight Maintenance Operations".

B. Interpretation Of Municipal Standards And Principles: If a discrepancy exists between or among differing principles and standards required by this chapter, the city engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the city engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future. (Ord. 2007-97, 12-18-2007)

7-8-14: TRAFFIC CONTROL:

A. Minimum Requirements: The city's minimum requirements for traffic protection are contained in IDOT's "Illinois Manual On Uniform Traffic Control Devices" and this code.

B. Warning Signs, Protective Devices, And Flaggers: The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights of way.

C. Interference With Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

D. Notice When Access Is Blocked: At least forty eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section [7-8-20](#) of this chapter, the utility shall provide such notice as is practicable under the circumstances.

E. Compliance: The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city. (Ord. 2007-97, 12-18-2007)

7-8-15: LOCATION OF FACILITIES:

A. General Requirements: In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

1. No Interference With City Facilities: No utility facilities shall be placed in any location if the city engineer determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.
2. Minimum Interference And Impact: The proposed location shall cause only the minimum possible interference with the use of the right of way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right of way.
3. No Interference With Travel: No utility facility shall be placed in any location that interferes with the usual travel on such right of way.
4. No Limitations On Visibility: No utility facility shall be placed in any location so as to limit visibility of or by users of the right of way.
5. Size Of Utility Facilities: The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

B. Parallel Facilities Located Within Highways:

1. Overhead Parallel Facilities: An overhead parallel facility may be located within the right of way lines of a highway only if:
 - a. Lines are located as near as practicable to the right of way line and as nearly parallel to the right of way line as reasonable pole alignment will permit;
 - b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') (0.6 m) behind the face of the curb, where available;
 - c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
 - d. No pole is located in the ditch line of a highway; and

- e. Any ground mounted appurtenance is located within one foot (1') (0.3 m) of the right of way line or as near as possible to the right of way line.
- 2. Underground Parallel Facilities: An underground parallel facility may be located within the right of way lines of a highway only if:
 - a. The facility is located as near the right of way line as practicable and not more than eight feet (8') (2.4 m) from and parallel to the right of way line;
 - b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and
 - c. In the case of an underground power or communications line, the facility shall be located as near the right of way line as practicable and not more than five feet (5') (1.5 m) from the right of way line and any above grounded appurtenance shall be located within one foot (1') (0.3 m) of the right of way line or as near as practicable.

C. Facilities Crossing Highways:

- 1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
- 2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.
- 3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a ninety degree (90°) angle to the centerline as practicable.
- 4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:
 - a. It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
 - b. Poles are located within one foot (1') (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and
 - c. Overhead crossings at major intersections are avoided.
- 5. Underground Power Or Communication Facility: An underground power or communication facility may cross a highway only if:
 - a. The design materials and construction methods will provide maximum maintenance free service life; and
 - b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6. Markers: The City may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations (49 CFR section 192.707 (1989)).

D. Facilities To Be Located Within Particular Rights-Of-Way: The City may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

E. Freestanding Facilities:

1. The City may restrict the location and size of any freestanding facility located within a right-of-way.
2. The City may require any freestanding facility located within a right-of-way to be screened from view.

F. Facilities Installed Aboveground: Aboveground facilities may be installed only if:

1. No other existing facilities in the area are located underground;
2. New underground installation is not technically feasible;
3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged; (Ord. 2007-97, 12-18-2007)

~~4. No more than two (2) personal wireless telecommunications facilities will be permitted on utility poles or alternative antenna structure of ninety feet (90') or less;~~

~~5. No more than three (3) personal wireless telecommunications facilities will be permitted on utility poles or alternative antenna structure in excess of ninety feet (90') and less than one hundred twenty feet (120');~~

~~6. Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, monopole, or City-owned infrastructure only where such pole, structure or infrastructure is located no closer than a distance equal to one hundred percent (100%) of the height of such a facility to any residential building and no closer than five hundred feet (500') from any other personal wireless telecommunication facility;~~

~~7. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume;~~

- ~~8. The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet;~~
- ~~9. The operator of a personal wireless telecommunication facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight feet (8') above grade;~~
- ~~10. The top of the highest point of the antenna cannot extend more than seven feet (7') above the highest point of the utility pole, alternative antenna support structure, tower or City-owned infrastructure. If necessary, the new replacement or new utility pole, alternative antenna support structure, or City-owned infrastructure located within the public right-of-way may be no more than ten feet (10') higher than existing poles adjacent to the replacement or new pole structure, or no more than ninety feet (90') in height overall, whichever is less;~~
- ~~11. A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surrounding pole, structure tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover;~~
- ~~12. Extensions to utility poles, alternative support structures, towers and City-owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards (National Electric Safety Code, ANSI, and EIA). The evaluation of the structural integrity must be prepared by a professional structural engineer licensed in the State of Illinois. An extension must be securely bound to the utility pole, alternative antenna structure, tower or City-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions; and~~
- ~~13. No new monopole or other tower to support personal wireless telecommunication facilities shall be installed on rights-of-way within the corporate limits of the City unless specifically authorized by the Corporate Authorities based on clear and convincing evidence provided by the applicant, that locating the personal wireless telecommunications facilities on the right-of-way is necessary to close a significant coverage or capacity gap in the applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the right of way is the least intrusive means to do so. (Ord. 2017-35, 6-27-2017)~~

G. Facility Attachments To Bridges Or Roadway Structures:

1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or

disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

- a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
- b. The type, length, value, and relative importance of the highway structure in the transportation system;
- c. The alternative routings available to the utility and their comparative practicability;
- d. The proposed method of attachment;
- e. The ability of the structure to bear the increased load of the proposed facility;
- f. The degree of interference with bridge maintenance and painting;
- g. The effect on the visual quality of the structure; and
- h. The public benefit expected from the utility service as compared to the risk involved.

H. Appearance Standards:

1. The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.
2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right of way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed. (Ord. 2007-97, 12-18-2007)

7-8-16: CONSTRUCTION METHODS AND MATERIALS:

A. Standards And Requirements For Particular Types Of Construction Methods:

1. Boring Or Jacking:
 - a. Pits And Shoring: Boring or jacking under rights of way shall be accomplished from pits located at a minimum distance specified by the city director of public works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty eight (48) hours in advance of boring or jacking operations and backfilled within forty eight (48) hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.
 - b. Wet Boring Or Jetting: Wet boring or jetting shall not be permitted under the roadway.

- c. Borings With Diameters Greater Than Six Inches: Borings over six inches (6") (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1") (25 mm).
 - d. Borings With Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
 - e. Tree Preservation: Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.
2. Trenching: Trenching for facility installation, repair, or maintenance on rights of way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications For Road And Bridge Construction".
- a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe/line testing. Only one-half ($\frac{1}{2}$) of any intersection may have an open trench at any time unless special permission is obtained from the city engineer.
 - b. Open Trench And Excavated Material: Open trench and windrowed excavated material shall be protected as required by [chapter 6](#) of the "Illinois Manual On Uniform Traffic Control Devices". Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right of way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off road location.
 - c. Drip Line Of Trees: The utility shall not trench within the drip line of any tree designated by the city to be preserved.
3. Backfilling:
- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications For Road And Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
 - b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the engineer.
4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection A4 is permitted under section [7-8-21](#) of this chapter, the following requirements shall apply:
- a. Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-7 gradation, as designated by the engineer.

b. Restoration of pavement, in kind, shall be accomplished as soon as practicable and at twice the amount of the existing pavement depth, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.

c. All saw cuts shall be full depth.

d. For all rights of way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

5. Encasement:

a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one piece fabrication or by welding or jointed installation approved by the city.

b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right of way line. No aboveground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

d. In the case of gas pipelines of sixty (60) psig or less, encasement may be eliminated.

e. In the case of gas pipelines or petroleum products pipelines with installations of more than sixty (60) psig, encasement may be eliminated only if: 1) extra heavy pipe is used that precludes future maintenance or repair and 2) cathodic protection of the pipe is provided.

f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right of way.

6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the Yorkville subdivision control ordinances 2000-2, as amended from time to time.

B. Standards And Requirements For Particular Types Of Facilities:

1. Electric Power Or Communication Lines:

a. Code Compliance: Electric power or communications facilities within city rights of way shall be constructed, operated, and maintained in conformity with the provisions of 83 Illinois administrative code part 305 (formerly general order 160 of the Illinois commerce commission) entitled "rules for construction of electric power and communication lines", and the national electrical safety code.

b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guywires are equipped with guy guards for maximum visibility.

c. Underground Facilities:

(1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

(2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of "moles", "whip augers", or other approved methods which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.

(3) Cable shall be grounded in accordance with the national electrical safety code.

d. Burial Of Drops: All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snow drops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snow drops, within ten (10) business days after placement.

2. Underground Facilities Other Than Electric Power Or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:

a. The use of "moles", "whip augers", or other approved methods which compress the earth to move the opening for the pipe;

b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

d. Tunneling with vented encasement, but only if installation is not possible by other means.

3. Gas Transmission, Distribution And Service: Gas pipelines within rights of way shall be constructed, maintained, and operated in a city approved manner and in conformance with the federal code of the office of pipeline safety operations, department of transportation, part 192 - transportation of natural and other gas by pipeline: minimum federal safety standards (49 CFR section 192), IDOT's "Standard Specifications For Road And Bridge Construction", and all other applicable laws, rules, and regulations.

4. Petroleum Products Pipelines: Petroleum products pipelines within rights of way shall conform to the applicable sections of ANSI standard code for pressure piping (liquid petroleum transportation piping systems ANSI-B 31.4).

5. Water Lines, Sanitary Sewer Lines, Storm Water Sewer Lines Or Drainage Lines: Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights of way shall meet or exceed

the recommendations of the current "Standard Specifications For Water And Sewer Main Construction In Illinois" and "Yorkville's Standard Specifications For Improvements".

6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right of way, shall be provided with a vegetation free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the engineer. With the approval of the engineer, shrubbery surrounding the appurtenance may be used in place of vegetation free area. The housing for ground mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C. Materials:

1. General Standards: The materials used in constructing facilities within rights of way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standard Specifications For Road And Bridge Construction", the requirements of the Illinois commerce commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. Material Storage On Right Of Way: No material shall be stored on the right of way without the prior written approval of the city engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right of way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right of way and other property. If material is to be stored on right of way, prior approval must be obtained from the city.
3. Hazardous Materials: The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D. Operational Restrictions:

1. Construction operations on rights of way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.
2. These restrictions may be waived by the engineer when emergency work is required to restore vital utility services.
3. Unless otherwise permitted by the city, the hours of construction are those set forth in section [8-1-2B](#) of this code.

E. Location Of Existing Facilities: Any utility proposing to construct facilities in the city shall contact JULIE and ascertain the presence and location of existing aboveground and underground

facilities within the rights of way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by JULIE, a utility shall locate and physically mark its underground facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act¹. (Ord. 2007-97, 12-18-2007)

7-8-17: SMALL WIRELESS FACILITIES

Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

 - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
 - g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider

shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The City shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- d. The City shall deny an application which does not meet the requirements of this Ordinance.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on

the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:

- a. An express written agreement by both the applicant and the City; or
- b. A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

(6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

(7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail or via the City's website.

Collocation Requirements and Conditions.

(1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.

(2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

(3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

(6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

(7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small

wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in section 7-8-22 below.

- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

Application:

(1) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

a. routine maintenance;

b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or

c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(2) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

(1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;

(2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way

located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small

wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

Section 4. Dispute Resolution.

The Circuit Court of Kendall County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

Indemnification.

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

(i) property insurance for its property's replacement cost against all risks;

(ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

7-8-~~47~~18: VEGETATION CONTROL:

A. Electric Utilities; Compliance With State Laws And Regulations: An electric utility shall conduct all tree trimming and vegetation control activities in the right of way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

B. Other Utilities; Tree Trimming Permit Required: Tree trimming that is done by any other utility with facilities in the right of way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

1. Application For Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2. Damage To Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

C. Specimen Trees Or Trees Of Special Significance: The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

D. Chemical Use:

1. Except as provided in the following subsection, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.

2. Spraying of any type of brush killing chemicals will not be permitted on rights of way unless the utility demonstrates to the satisfaction of the engineer that such spraying is the only practicable method of vegetation control. (Ord. 2007-97, 12-18-2007)

7-8-~~18~~19: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY

FACILITIES:

A. Notice: Within ninety (90) days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights of way.

B. Removal Of Unauthorized Facilities: Within thirty (30) days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights of way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights of way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;
3. If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or
4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C. Emergency Removal Or Relocation Of Facilities: The city retains the right and privilege to cut or move any facilities located within the rights of way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

D. Abandonment Of Facilities: Upon abandonment of a facility within the rights of way of the city, the utility shall notify the city within ninety (90) days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the city engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. (Ord. 2007-97, 12-18-2007)

7-8-~~19~~20: CLEANUP AND RESTORATION:

The utility shall submit a landscape restoration plan to the city engineer for approval. The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights of way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city engineer. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the city engineer in the landscape restoration plan. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right of way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the city engineer for good cause shown. (Ord. 2007-97, 12-18-2007)

7-8-~~2021~~: MAINTENANCE AND EMERGENCY MAINTENANCE:

A. General: Facilities on, over, above, along, upon, under, across, or within rights of way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.

B. Emergency Maintenance Procedures: Emergencies may justify noncompliance with normal procedures for securing a permit:

1. If an emergency creates a hazard on the traveled portion of the right of way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right of way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
2. In an emergency, the utility shall, as soon as possible, notify the city engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the city police shall be notified immediately.
3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

C. Emergency Repairs: The utility must file in writing with the city a description of the repairs undertaken in the right of way within forty eight (48) hours after an emergency repair. (Ord. 2007-97, 12-18-2007)

7-8-~~21~~22: VARIANCES:

A. Request For Variance: A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the city engineer as a part of the permit application. The request

shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

B. Authority To Grant Variances: The city engineer shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

C. Conditions For Granting Of Variance: The city engineer may authorize a variance only if the utility requesting the variance has demonstrated that:

1. One or more conditions not under the control of the utility (such as terrain features or an irregular right of way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
2. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

D. Additional Conditions For Granting Of A Variance: As a condition for authorizing a variance, the city engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

E. Right To Appeal: Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the city engineer under the provisions of this chapter shall have the right to appeal to the city council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the city clerk within thirty (30) days after the date of such order, requirement, decision or determination. The city council shall commence its consideration of the appeal at the council's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The city council shall timely decide the appeal. (Ord. 2007-97, 12-18-2007)

7-8-~~2223~~: PENALTIES:

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it. (Ord. 2007-97, 12-18-2007)

7-8-~~23~~24: ENFORCEMENT:



Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter. (Ord. 2007-97, 12-18-2007)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1:](#) 220 ILCS 50/1 et seq.

Chapter 10

BUILDING PERMIT FEES

**8-10-1: FEE SCHEDULE; PAYMENT OF FEES; FEE WAIVER;
MISCELLANEOUS FEES; SURCHARGE; STOP WORK ORDER;
REFUNDS; CERTIFICATE OF OCCUPANCY; SEWER CONNECTION FEE:
8-10-2: EFFECT ON EXISTING FEES:**

**8-10-1: FEE SCHEDULE; PAYMENT OF FEES; FEE WAIVER;
MISCELLANEOUS FEES; SURCHARGE; STOP WORK ORDER;
REFUNDS; CERTIFICATE OF OCCUPANCY; SEWER CONNECTION
FEE:  **

The hereinafter set forth fee schedule for the building department is the applicable fee rate schedule for the United City Of Yorkville:

A. Fee Schedule:

Building permit fee:		
	New - commercial	\$750.00, plus \$0.20 per square foot
	Addition - commercial	\$500.00, plus \$0.20 per square foot
	Alteration - commercial	\$350.00, plus \$0.10 per square foot
	New - multiple-family residential	\$350.00, plus \$0.15 per square foot
	Alteration - multiple-family residential	\$175.00, plus \$0.10 per square foot
	New - one- and two-family residential	\$650.00, plus \$0.20 per square foot
	Addition - one- and two-family residential	\$125.00, plus \$0.10 per square foot
	Alteration - one- and two-family residential	\$50.00, plus \$0.05 per square foot

Improvements requiring a permit (plan review fee included):

Commercial/residential roofing	\$ 50.00
Fence, patio, window replacement, or siding	50.00
Deck	135.00
Residential driveway	50.00
Commercial driveway/parking lot	\$90.00, plus any additional engineering review fees (per resolution 2002-27), plus any additional consultant fees
Storage shed, pergola, arbor, or gazebo	\$ 50.00
Inground swimming pool	135.00
Aboveground swimming pool	90.00
Portable (temporary) swimming pool	No charge
Electrical service panel replacement	\$ 50.00
Electrical alteration (excluding fixture replacement)	50.00
Sign permit (without electric)	50.00
Sign permit (with electric)	100.00
Plumbing alteration (excluding fixture replacement)	\$135.00, plus any additional consultant fees
Detached garage	\$180.00
Demolition permit	90.00
Building relocation	50.00
Temporary parking (travel trailers)	200.00
Tent or similar type structure	50.00
Elevator/escalator units	\$50.00 per unit, plus any additional consultant fees
"Other" permits not listed that require code	\$ 50.00

	compliance or inspection approval		
	"Occupancy permit"		50.00
	"Temporary occupancy permit"		200.00
	Telecommunication tower		750.00
	Equipment shelter building for tower		750.00
	Additional antenna or a single user group of antennas on existing tower		250.00
	<u>Small wireless facility on an existing utility pole or wireless support structure</u>		<u>\$650.00</u>
	<u>Small wireless facility in a consolidated application for more than one facility on existing poles or wireless support structure.</u>		<u>\$350.00</u>
	<u>Small wireless facility installation on a new utility pole.</u>		<u>\$1000.00</u>

Plan review fees:

New - commercial: Plan review fee based on the size of the building in cubic feet			
	<u>Building Size</u>		<u>Plan Review Fee</u>
	Up to 60,000 cubic feet		\$355.00
	60,001 to 80,000 cubic feet		400.00
	80,001 to 100,000 cubic feet		475.00
	100,001 to 150,000 cubic feet		550.00
	150,001 to 200,000 cubic feet		650.00
	Over 200,000 cubic feet		\$650.00, plus \$6.50 per 10,000 cubic feet over
	Or, any consultant plan review fees		
Alteration - commercial: Plan review fee based on the size of the building in cubic feet			
	<u>Building Size</u>		<u>Plan Review Fee</u>
	Up to 60,000 cubic feet		\$177.50

	60,001 to 80,000 cubic feet	200.00
	80,001 to 100,000 cubic feet	237.50
	100,001 to 150,000 cubic feet	275.00
	150,001 to 200,000 cubic feet	325.00
	Over 200,000 cubic feet	\$325.00, plus \$3.25 per 10,000 cubic feet over
	Or, any consultant plan review fees	
	New - residential	\$100.00 per "dwelling unit", or any consultant plan review fees
Engineering review fee		See section 11-8-2 of this code
Fire protection systems:		
	Fire detection/alarm systems	\$115.00 per 10,000 square feet of floor area, or any consultant fees
Fire sprinkler systems: This fee based on the following criteria:		
	<u>Number Of Sprinkler Heads</u>	<u>Permit Fee</u>
	Up to 200	\$250.00
	201 to 300	300.00
	301 to 500	400.00
	Over 500	\$450.00, plus \$0.60 per sprinkler over 500, or any consultant fees
Alternate fire suppression systems:		
	Standpipe	\$175.00 per standpipe riser
	Specialized extinguisher agent (dry or other chemical agent)	\$125.00 per 50 pounds agent
	Hood and duct cooking extinguisher agent	\$150.00 flat rate, per system, or any consultant fees

(Ord. 2010-23, 5-25-2010; amd. Ord. 2011-08, 3-22-2011)

B. Payment Of Fees: A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

C. Fee Waiver For Public Governmental Agencies: Permit fees associated with construction, alteration, or addition to any public governmental agency may be subject to a fifty (50) to one hundred percent (100%) discount with approval and consent of the city administrator. All out of pocket expenses and charges by outside agencies or consultants shall be paid in full prior to final approval and/or issuance of the certificate of occupancy.

D. Miscellaneous Fees: During the construction or remodeling process, inspections shall be made to ensure compliance with applicable building codes, ordinances, or any state and federal regulations.

Plumbing inspection fee	\$45.00 each, or any consultant fees
Miscellaneous inspection fee	\$35.00 each

In the event that a building official or city engineer determines, after a requested inspection, that the work fails to comply with the approved plans associated with the permit or fails to meet the requirements imposed by a local ordinance or a state statute, the permit holder may be subject to reinspection fees in accordance with the following schedule:

Building department:		
First reinspection		\$ 50.00
Second reinspection		75.00
3 or more reinspections		100.00 each
Engineering department reinspections		100.00 each

E. Surcharge: It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by the building code, or cause same to be done, in conflict with or in violation of any of the provisions of the building code. Any work performed prior to obtaining the appropriate permit shall be subject to a permit fee surcharge in the amount of fifty percent (50%) of the permit fee at a minimum charge of fifty dollars (\$50.00).

F. Stop Work Order: Upon notice from the building official that work on any building or structure is being prosecuted contrary to the provisions of the locally adopted building code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work; and shall state the conditions under which work will be permitted to resume. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines in the amount of two hundred dollars (\$200.00) to seven hundred fifty dollars (\$750.00) per offense. Each and every day constitutes a separate offense and shall be fined accordingly.

G. Refunds: Any and all permits subject to a refund shall be subject to review and approval by the city administrator.

H. Certificate Of Occupancy: No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the building code or of other ordinances of the United City Of Yorkville. Certificates presuming to give authority to violate or cancel the provisions of the building code or other ordinances of the United City Of Yorkville shall not be valid.

I. Sewer Connection Fee:

1. A fee is hereby established payable for each PE or drain unit at the issuance of every building permit issued by the city, for any parcel of real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference.
 - a. For purposes of residential sanitary sewer conversions, PE shall be calculated at the rate of twenty five dollars (\$25.00) per PE for single-family residential properties.
 - b. For all other properties the fee shall be calculated on the basis of twenty five dollars (\$25.00) per drain unit, as calculated per section [7-6-4-1](#) of this code.
 - c. The above fees will, in addition, accumulate interest from the time of expenditure by the city at a rate of eight percent (8%) per annum.

2. The above fees are to be paid for all building permits issued on real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference, for which a new sanitary sewer connection is required.
3. The fee is applicable to both property within the city and property outside the city boundaries which hook on to the city sanitary sewer system and are serviced by Yorkville-Bristol sanitary district plant.
4. This fee shall be required to be paid on all affected real properties after the ordinance codified herein is passed and approved by the city council; and due publication thereof.
5. The fees to be charged under the terms of the ordinance codified herein shall be imposed for a period of twenty (20) years from the passage date hereof.

This fee is in addition to any other fees charged by the city for any other purpose including any other sanitary sewer fees. (Ord. 2010-23, 5-25-2010)

8-10-2: EFFECT ON EXISTING FEES:

All existing building permit fees enacted by the city are hereby revoked. Prior ordinances affecting zoning, utility, sewer, water, and other hookup fees, land cash fees, and the like shall remain in full force and effect. (Ord. 2002-05, 3-26-2002)

Chapter 18

TELECOMMUNICATION TOWER AND ANTENNA REGULATIONS

10-18-1: DEFINITIONS:

10-18-2: APPLICABILITY:

10-18-3: GENERAL REQUIREMENTS:

10-18-4: PERMITTED USES:

10-18-5: SPECIAL USES AND ACCESSORY USES:

10-18-6: NONCONFORMING USES:

10-18-7: ANNUAL REPORTING OF INFORMATION:

10-18-1: DEFINITIONS:

ALTERNATIVE TOWER STRUCTURE: Manmade trees, clock towers, bell steeples, light poles and similar alternative design mounting structures that camouflage or conceal the presence of antennas and towers.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services not including small wireless facilities.

ANTENNA STRUCTURES: Those structures which include the radiating and/or receiving system, its supporting structures (see definition of tower), and any appurtenance mounted thereon as defined by the FCC or any successor agency.

FAA: The Federal Aviation Administration.

FCC: The Federal Communications Commission.

HEIGHT: When referring to a tower or other structure, the distance measured from the finished

grade of the parcel to the highest point on the tower or other structure, including the base pad and antenna structures.

NO-IMPACT ANTENNA AND TOWERS: A tower or antenna which is either: a) virtually invisible to the casual observer, such as an antenna behind louvers on a building, or inside a steeple or similar structure, or b) camouflaged so as to blend in with its surroundings to such an extent that it is no more obtrusive to the casual observer than the structure on which it is: 1) placed, such as a rooftop, lighting standard, or existing tower, or 2) replacing, such as a school athletic field light standard.

~~**PERSONAL WIRELESS FACILITY:** Any facility for the provision of personal wireless services as defined by the FCC or any successor agency.~~

~~**PERSONAL WIRELESS SERVICES:** Commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services as defined by the FCC or any successor agency.~~

PREEXISTING TOWERS OR ANTENNAS: Any tower or antenna for which a building permit or conditional use permit has been properly issued prior to the effective date hereof, including permitted towers and antennas that have not yet been constructed so long as such approval is current and not expired.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services. Small wireless facilities are permitted uses if they are collocated in right-of-way in any zoning district or outside rights-of-way in property zoned exclusively for commercial or industrial use.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas for telephone, radio and similar communications purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto. (Ord. 2014-73, 11-25-2014; amd. Ord. 2017-35, 6-27-2017)

10-18-2: APPLICABILITY:

A. New Towers And Antennas: All new towers or antennas in Yorkville shall be subject to these regulations, except as provided in subsections B through E of this section inclusive.

B. Amateur Radio Station Operator/Receive Only Antennas: This chapter shall not govern any tower, or the installation of any antenna, that is under eighty feet (80') in height and is owned and operated by a Federally licensed amateur radio station operator or is used exclusively for receive

only antennas. No receive only antenna shall exceed the highest point on the nearest residential rooftop of a dwelling by more than ten feet (10').

- C. Preexisting Towers Or Antennas: Existing towers and existing antennas which predated this chapter, shall not be required to meet the requirements of this chapter other than the requirements of subsections [10-18-3F](#), H and R of this chapter. All preexisting towers and antennas shall be subject to the tower and antenna administrative fee.
- D. AM Array: For purposes of implementing this chapter, AM array, consisting of one (1) or more tower units and supporting ground system which functions as one (1) AM broadcasting antenna, shall be considered one (1) tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right. (Ord. 2014-73, 11-25-2014)
- E. Within Public Right-Of-Way: If the tower and/or antenna is situated within the public right-of-way, such tower and/or antenna must meet the requirements of [title 7, chapter 8](#), "Construction Of Utility Facilities In Rights-Of-Way", of this Code. (Ord. 2017-35, 6-27-2017)

10-18-3: GENERAL REQUIREMENTS:

- A. Special Or Accessory Use: Antennas and towers may be considered either special or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
- B. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with Yorkville's development regulations, including, but not limited to, setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
- C. Inventory Of Existing Sites: Each applicant for approval of an antenna and/or tower shall provide to the Zoning Officer an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of Yorkville or within one (1) mile of the border thereof, including specific information about the location, height, and design of each tower. The Zoning Officer may share such information with other applicants applying for administrative approvals or special use permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of Yorkville, provided, however that the Zoning Officer is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

D. Aesthetics: Towers and antennas shall meet the following requirements:

1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.
2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural settings and surrounding buildings.
3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

E. Lighting: Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

F. State Or Federal Requirements: All towers must meet or exceed current standards or regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a more restrictive compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

G. Building Codes/Safety Standards: Any owner or operator of an antenna, antenna structure or tower shall maintain the antenna, antenna structure or tower in compliance with the standards contained in the current and applicable state or local building codes and the applicable standards for towers that are published by the national electrical code NFPA 70 and international building code; radio, television sec. 3108, as amended from time to time. If, upon inspection, the city of Yorkville concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring the antenna, antenna structure, or tower into compliance within the thirty (30) day period shall constitute grounds for the removal of the antenna, antenna structure or tower at the owner's expense.

H. Measurement: For purposes of measurement, tower setbacks and tower separation distances shall be calculated and applied to facilities located in Yorkville irrespective of municipal and county jurisdictional boundaries.

I. Not Essential Services: Antennas, antenna structures, and towers shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.

J. Public Notice: For purposes of this chapter, any special use request, variance request, or appeal of an administratively approved use or special use shall require public notice and individual notice by the city of Yorkville to all abutting property owners and all properties that are located within two hundred fifty feet (250') of the zoning lot in question. Streets, alleys and watercourses shall not be considered in the determination of "abutting" nor in calculating the two hundred fifty feet (250').

K. Signs: No signs shall be allowed on an antenna or tower other than those required by the FCC.

L. Buildings And Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of subsection [10-18-5K](#) of this chapter.

M. Multiple Antenna/Tower Plan: The city of Yorkville encourages all plans for towers and antenna sites to be submitted in a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

N. Antenna On Existing Structures: Any antenna which is not attached to a tower may be approved by the city of Yorkville as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight (8) or more dwelling units, provided:

1. The antenna does not extend more than thirty feet (30') above the highest point of the structure;
2. The antenna complies with all applicable FCC and FAA regulations; and
3. The antenna complies with all applicable building codes and safety standards as referenced in subsection G of this section.

O. Antennas On Existing Towers: An antenna which is attached to an existing tower may be approved by the zoning officer and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:

1. Additional Antenna: A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the zoning officer allows reconstruction as a monopole.

2. Height:

a. An existing tower may be modified or rebuilt to a taller height, not to exceed thirty feet (30') over the tower's existing height, such height not exceeding one hundred fifty feet (150') in total, to accommodate the collocation of an additional antenna.

b. The height change referred to in subsection O2a of this section may only occur one time per communication tower.

c. The additional height referred to in subsection O2a of this section shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separations.

3. On Site Location:

a. A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved on site within fifty feet (50') of its existing location.

b. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.

c. A relocated on site tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers. The relocation of a tower hereunder shall in no way be deemed to cause a violation of this chapter.

d. The on site relocation of a tower which comes within the separation distances to residential units or residentially zoned lands as established in this zoning ordinance shall only be permitted when approved by the zoning officer.

4. New Towers In Nonresidential Zoning Districts: An applicant may locate any new tower in an O, B-1, B-2, B-3, B-4, M-1, M-2, or A-1 zoning district, provided that: a) a licensed professional engineer certifies the tower can structurally accommodate the number of shared users proposed by the applicant; b) the zoning officer concludes the tower is in conformity with the goals set forth in this subsection O and the requirements of this subsection; c) the tower meets the setback and separation requirements in subsection [10-18-5E](#) of this chapter; and d) the tower meets the following height and usage criteria:

a. For a single user, up to and including one hundred twenty feet (120') in height;

b. For two (2) users, up to one hundred fifty feet (150') in height; and

c. For three (3) or more users, up to and including one hundred eighty feet (180') in height.

P. Roadway Access: All sites on which antennas, antenna structures and towers are located must have a passable roadway access of compacted macadam base not less than seven inches (7") thick surfaced with not less than two inches (2") of asphaltic concrete or some comparable dustless material.

Q. Fencing: The structures upon any site upon which an antenna, antenna structure, or tower is located shall be surrounded by an opaque screen which is no less than six feet (6') in height and equipped with an appropriate anticlimbing device. Screening materials shall include either wooden or chainlink fencing. Shrubbery and bushes shall be required, in addition to the wooden or chainlink fence, unless specifically waived by Yorkville in its discretion in appropriate cases.

R. Disguised Structures: The provider of an antenna, antenna structure, or tower may propose to disguise the proposed antenna, antenna structure or tower. Any such disguise must be aesthetically consistent with the character of the surrounding area and environment, and be constructed in such a manner where the health or safety of Yorkville residents shall not be endangered. Yorkville may require the disguise of an antenna, antenna structure or tower as a condition of approval of a building permit or special use permit if the antenna, antenna structure or tower is to be erected on a golf course or other public recreational area.

S. Annual Administrative Fee And Certifications:

1. The annual administration fee payable to the city of Yorkville by any owner and/or operator of an antenna, antenna structure, or tower shall be the sum of thirty five dollars (\$35.00) which shall be due on or before January 10 of each calendar year commencing with calendar year 2001.
2. In the event a tower is inspected and a certification provided by the owner and/or operator of said tower or related facility showing compliance with all regulations, the above fee shall be the only fee charged. In the event the owner and/or operator of an antenna, antenna structure, or tower fails to have the certification as is required annually to be filed with the city under the terms of this subsection, the owner and/or operator shall reimburse the city for the actual cost of the outside consultant the city deems necessary to conduct said inspection which shall be a minimum of three hundred fifty dollars (\$350.00) and any additional cost incurred therein.

The city of Yorkville reserves the right to increase or decrease the amount of the administrative fee as it deems necessary. A separate administrative fee shall be paid by each user or collocater on a tower.

T. Permit Required: Prior to the construction of an antenna, antenna structure or tower the provider of the radio, television, or telecommunications services shall obtain a permit from Yorkville for the erection of such antenna, antenna structure or tower. An applicant for a permit for an antenna, antenna structure, or tower shall pay a fee in accordance with the fee schedule set

forth in [title 8, chapter 10](#) of this code, plus any reasonable legal, engineering, or consulting fees at the conclusion of the review.

- U. Waiver Of Provisions: An applicant can request a waiver of any provision of this chapter upon the showing of appropriate justification and benefit to the public. Such request shall be treated as a request for a variance and the appropriate procedures thereto shall apply. (Ord. 2014-73, 11-25-2014)

10-18-4: PERMITTED USES:

- A. General: The following uses listed in this section are deemed to be permitted uses and shall not require administrative approval or a special use permit.

- B. Uses: Antennas, antenna structures and towers are specifically permitted in any zoning classification, except that part of any zoning district which is located in a floodplain, so long as said antennas or towers conform to the following and all other requirements of this title:

Antennas and towers located on property owned, leased, or otherwise controlled by Yorkville, particularly and expressly including Yorkville's water tower sites, and city hall and police station sites, provided that a lease authorizing such antenna, antenna structure, or tower has been approved by Yorkville.

Antennas or towers are permitted to be located on the Burlington Northern Railroad easement running southwest and northeast through Yorkville, subject to subsections [10-18-3A](#) through U of this chapter.

No-impact antennas and towers. (Ord. 2014-73, 11-25-2014)

10-18-5: SPECIAL USES AND ACCESSORY USES:

- A. General Provisions:

1. Radio and telecommunications antennas, antenna structures and towers used for ~~personal-wireless facilities, personal-wireless services,~~ radio transmission, or television transmission shall be subject to the special use provisions contained within section [10-4-9](#) of this title and applications for special use permits shall be subject to the procedures and requirements of this title, except as modified in this chapter.
2. In granting a special use permit, the plan commission may impose conditions to the extent the plan commission concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.
3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

4. An applicant for a special use permit shall submit the information described in this section and a nonrefundable fee as established by resolution of the city council of Yorkville to reimburse Yorkville for the cost of reviewing the application.
5. Antennas, antenna structures and towers shall be allowed as special uses only consistent with all of the requirements of this chapter in the following zoning districts: R-1, single-family suburban residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; R-2, single-family traditional residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; B-1, local business district; B-2, retail commerce business district; B-3, general business district; B-4, service business district; and A-1, agricultural district.
6. Antennas, antenna structures and towers shall be allowed as a special use in the E-1, estate district if it is consistent with all of the requirements of this chapter and the following criteria:
 - a. The parcel that any antennas, antenna structures and towers are located on must be at least two (2) acres.
 - b. The total height of the structure must be less than the distance from the base of the structure to the closest property line of all adjacent parcels.
7. Antennas, antenna structures and towers shall be allowed as accessory uses only consistent with all of the requirements of this chapter in the following zoning districts: M-1, limited manufacturing district, and M-2, general manufacturing district.

B. Information Required: In addition to any information required for applications for special use permits referenced above, each petitioner requesting a special use permit under this chapter for an antenna, antenna structures, and tower shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals, showing the location, type and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, proposed means of access, parking, fencing, landscaping, adjacent uses, adjacent roadway, and other information deemed necessary by Yorkville to be necessary to assess compliance for this chapter. In addition, the following information shall be supplied:

1. Legal description of the parent track and leased parcel (if applicable);
2. The setback distance between the proposed structure and the nearest residential unit, platted residentially zoned properties and unplatted residentially zoned property;
3. The separation distance from other structures in the inventory of existing sites submitted pursuant to subsection [10-18-3C](#) of this chapter shall be shown on an updated site plan or map and the applicant shall also identify the type of construction of the existing structure(s) and the owner/operator of the existing structure(s), if known;
4. A landscape plan showing specific landscape materials;
5. The method of fencing and finish color and, if applicable, the method of camouflage and illumination;

6. A description of compliance with subsections [10-18-3C](#), E, F, G, H, I, and M of this chapter and all applicable federal, state or local laws;
7. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users;
8. Identification of the entities providing the backhaul network for the structure(s) described in the application and other cellular sites owned or operated by the applicant in Yorkville;
9. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower; and
10. A description of the feasible location(s) of future towers or antennas within Yorkville based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
11. An applicant shall be notified within thirty (30) days if the application is incomplete. The city shall make a decision on collocation within ninety (90) days and all other siting applications within one hundred fifty (150) days of the receipt of a completed application.

C. Factors Considered In Granting Special Use Permits: The city of Yorkville shall consider the following factors in determining whether to issue a special use permit above and beyond those factors referenced in section [10-4-9](#) of this title. The city of Yorkville may waive or reduce the burden on the petitioner of one or more of these criteria if Yorkville concludes that the goals of this chapter are better served thereby.

1. Height of the proposed antenna, antenna structure or tower;
2. Proximity of the antenna, antenna structure or tower to residential structures and residential district boundaries;
3. Nature of uses on adjacent and nearby properties;
4. Surrounding topography;
5. Surrounding tree coverage and foliage;
6. Design of the antenna, antenna structure or tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
7. Proposed ingress and egress.

D. Height: No antenna, antenna structure, or tower shall exceed a height of one hundred (100) linear feet in aerial height. Where an arm has been installed to facilitate collocation of an additional antenna on the existing antenna structure or tower, the arm shall not exceed a length of twelve (12) linear feet.

E. Setbacks And Separation:

1. Setbacks: Antennas, antenna structures or towers must be set back a distance equal to the height of the antenna, antenna structure, or tower from any off site, residential structure. Antenna structures, guylines, and equipment shelters must satisfy the minimum setback requirements for E-1, R-1, R-2, R-2D, B-1, B-2, B-3, B-4, M-1, M-2, and A-1 zoning districts.
2. Separation: The following separation requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the plan commission may reduce the standard separation requirements if the goals of this chapter would be better served thereby, or if enforcement of said setback would effectively prohibit said tower:
 - a. Separation From Off Site Uses/Designated Area:
 - (1) Tower separation shall be measured from the base of the tower to the lot line of the off site uses and/or designated areas as specified in table 10.18.01 of this section, except as otherwise provided in table 10.18.01 of this section.
 - (2) Separation requirements for towers shall comply with the minimum standards established in table 10.18.01 of this section.

TABLE 10.18.01
SEPARATION REQUIREMENTS

Off Site Use/Designated Area	Separation Distance
Single-family or duplex residential units principal building	500 feet
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	500 feet
Vacant unplatted residentially zoned lands, including unplatted residential use property without a valid preliminary subdivision plan or valid development plan approval and any multi-family residentially zoned land greater than duplex	500 feet
Existing multi-family residential units greater than duplex	100 feet or 100 percent of the tower height, whichever is greater
Nonresidentially zoned lands or nonresidential uses	None
The Fox River or any watercourse	500 feet, as measured

	from the shore
Major highways (as defined in the Yorkville comprehensive plan)	500 feet from the right of way

b. Separation Distances Between Towers:

- (1) Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in table 10.18.02 of this section.

TABLE 10.18.02
EXISTING TOWER SEPARATION DISTANCES

Existing Tower Type	Separation Distance			
	Lattice	Guyed	Monopole (Taller Than 75 Feet)	Monopole (Shorter Than 75 Feet)
Lattice	1,000	1,500	500	250
Guyed	1,000	1,750	1,500	1,250
Monopole (taller than 75 feet)	500	1,500	250	250
Monopole (shorter than 75 feet)	250	1,250	250	250

F. Siting On Wetland Prohibited: No antenna, antenna structure, or tower shall be located in an area which has been designated as a wetland either by the city of Yorkville, Kendall County, the state of Illinois department of natural resources, the United States department of the interior or the United States army corps of engineers, and any and all governmental bodies and agencies having jurisdiction.

G. FCC Signage: To the extent that signage is required by the FCC on an antenna structure, or tower, that signage shall constitute no more than five percent (5%) of the square footage of the antenna, antenna structure, or tower or shall be no larger than is required by the FCC, whichever shall constitute the smallest signage area.

H. Preservation Of Landscape: Existing mature tree growth and natural landforms on the proposed antenna, antenna structure, or tower site shall be preserved to the maximum extent possible.

I. Utilities And Access Required: Radio and telecommunications antennas, antenna structures, and towers, including, but not limited to, those used for personal wireless services, personal wireless facilities and unlicensed wireless services, shall be required to include adequate utilities, access, and/or other facilities necessary for the servicing of the antenna, antenna structure or tower. All such utilities shall be buried.

J. Signal Interference: No signal transmission from any antenna, antenna structure, or tower shall interfere with police, fire, public works or any other governmental radio band signals. In the case of the possibility of such interference based upon the frequencies selected for the proposed antenna, antenna structure, or tower, the petition for special use shall be denied.

K. Equipment Shelter And Equipment Cabinets:

1. Equipment Shelter: A provider of a radio, television, or telecommunications antenna, antenna structure, or tower may provide an equipment shelter on the site of the antenna, antenna structure, or tower. The square footage of the equipment shelter may not exceed more than twenty percent (20%) of the total square footage of the antenna, antenna structure or tower ground site or four hundred fifty (450) square feet, whichever is greater. At any antenna, antenna structure, or tower site in which more than one antenna has been collocated, no more than three (3) equipment shelters shall be allowed. Multiple equipment shelters shall be contained under one roof if at all practicably possible. No equipment shelter shall be approved as part of the site plan unless appropriate electrical power and road ingress and egress facilities are planned for inclusion at the equipment shelter site.

2. Equipment Cabinets:

- a. In residential districts, the equipment cabinet or structure may be located in a front or side yard provided the cabinet or structure is no greater than four feet (4') in height or twenty four (24) square feet of gross floor area and the cabinet/structure is located a minimum of six feet (6') from all lot lines. The cabinet/structure shall be screened by hedging or shrubbery with an ultimate height of at least forty two (42) to forty eight inches (48") and a planted height of at least thirty six inches (36").
- b. In a rear yard, provided the cabinet or structure is no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by hedging or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of thirty six inches (36").
- c. In commercial or industrial districts the equipment cabinet or structure shall be no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by a hedge or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet

by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36").

L. Code Requirements: Any antenna, antenna structure, or tower must meet code requirements established by the national electrical code, NFPA 70 and international building code; radio, television towers codes currently in effect as required by Yorkville and all applicable marking and lighting standards as established by the federal aviation administration.

M. Removal Of Abandoned Antennas, Antenna Structures, Or Towers: Any antenna, antenna structure, or tower that is not operated for a continuous period of twelve (12) months or for which the annual administrative fee is not paid within a twelve (12) month period shall be considered abandoned, and the owner of such antenna, antenna structure, or tower shall remove same from within ninety (90) days of receipt of written notice from Yorkville notifying the owner of such abandonment. If such antenna, antenna structure, or tower is not removed within said ninety (90) days Yorkville shall remove such antenna, antenna structure, or tower at the owner's expense and file a lien against the real estate for the cost of removal or such other action as provided by law. If there are two (2) or more users of a single antenna, antenna structure, or tower, then this provision shall not become effective until all users cease using the antenna, antenna structure, or tower.

N. Collocation: A request for approval of a special use permit for the installation of an antenna, alternative antenna, antenna structure or tower, the zoning board may by express condition require that the applicant shall allow, on a commercially reasonable basis, other providers of personal wireless telecommunications services to collocate additional antennas or antenna structures on a freestanding pole which is part of applicant's proposed personal wireless facility, where collocation is technologically feasible. (Ord. 2014-73, 11-25-2014)

10-18-6: NONCONFORMING USES:

A. Prohibited Expansion Of Nonconforming Use: Towers that are constructed and antennas that are installed in accordance with the provisions of this chapter shall not be deemed to constitute the expansion of a nonconforming use or structure.

B. Preexisting Towers: Preexisting towers shall be allowed to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this chapter.

C. Rebuilding Damaged Or Destroyed Nonconforming Antennas, Antenna Structures Or Towers: Notwithstanding any provision in this chapter to the contrary, bona fide nonconforming antennas,

antenna structures or towers or antennas that are damaged or destroyed may be rebuilt without having first obtained administrative approval or a special use permit and without having to meet the separation requirements specified elsewhere in this chapter. The type, height, and location of the tower on site shall be of the same type and intensity as the original facility approved. Building permits to rebuild a facility shall comply with the then applicable building codes and shall be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained within the time specified or if said permit expires, the tower or antenna shall be deemed abandoned as specified in subsection [10-18-5M](#) of this chapter. (Ord. 2014-73, 11-25-2014)

10-18-7: ANNUAL REPORTING OF INFORMATION:

Each owner of an antenna, antenna structure, or tower regulated under this chapter, and including those previously existing structures which would have been regulated under this chapter, shall, on an annual basis, furnish Yorkville with such information as is required by Yorkville to aid with the administration of this chapter, such as changes in availability of space on any tower for collocation of additional antennas, plans to abandon a position on a tower, thereby leaving space for the possible collocation of another antenna, plans and/or willingness to modify said tower and antenna structure so as to provide for the possibility of collocation, or intentions to abandon a tower structure, or other nonproprietary information as may be required by Yorkville. Upon written notice from the city of Yorkville to the owner thereof, the effective date of this chapter, which tower and/or antenna structure would otherwise be regulated by this chapter, shall register with Yorkville, and shall provide such nonproprietary information as is deemed useful by Yorkville for administration of this chapter. This section is specifically deemed to have retroactive effect. (Ord. 2014-73, 11-25-2014)



Reviewed By:	
Legal	<input 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"/>

Agenda Item Number

New Business #6

Tracking Number

PW 2018-70

Agenda Item Summary Memo

Title: Ground Effects Sidewalk

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Review of Estimates

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: None

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: July 11, 2018
Subject: Ground Effects Sidewalk

The purpose of this memo is to discuss the sidewalk along Greenbriar Road.

Since the June committee meeting, we have located the southern right-of-way along Greenbriar Road. It has been staked in the field and is generally three feet or so south of the curb line.

We have prepared preliminary cost estimates for the following three options for extending sidewalk to Rt 47. They are as follows:

Option 1 – North Side of Greenbriar

Total Estimated Cost: \$80,300
No right-of-way required

Option 2 – South Side of Greenbriar (5' Carriage Walk)

Total Estimated Cost: \$150,700
Right-of-way required
Existing Landscaping Obstructions

Option 3 – South Side of Greenbriar (5' Normal Sidewalk)

Total Estimated Cost: \$276,600
Right-of-way required
Existing Landscaping Obstructions

Attached are detailed estimates along with exhibits. We will be prepared to discuss further at the committee meeting.



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1826
DESIGNED:	JDH
DATE:	July 11, 2018
PROJECT TITLE:	Ground Effects Sidewalk Addition

Preliminary Engineering Cost Estimate - Option 1 - North Side of Greenbriar Road

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION AND RESPREAD IN PARKWAY	CY	100	\$ 10.00	\$ 1,000.00
2	TREE ROOT PRUNING	EACH	2	\$ 175.00	\$ 350.00
3	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	20	\$ 50.00	\$ 1,000.00
4	SIDEWALK REMOVAL AND REPLACEMENT	SF	150	\$ 10.00	\$ 1,500.00
5	PCC SIDEWALK 5 INCH	SF	4,400	\$ 8.00	\$ 35,200.00
6	DETECTABLE WARNINGS	SF	20	\$ 35.00	\$ 700.00
7	NON-SPECIAL NON-HAZARDOUS WASTE REMOVAL	TON	20	\$ 50.00	\$ 1,000.00
8	SUBBASE GRANULAR MATERIALS, TYPE B, CA-6	TON	120	\$ 40.00	\$ 4,800.00
9	RESTORATION	SY	980	\$ 8.00	\$ 7,840.00
10	CLASS D PATCH, TYPE 1, 4"	SY	10	\$ 150.00	\$ 1,500.00
11	THERMOPLASTIC PAVEMENT MARKING - 6"	LF	80	\$ 10.00	\$ 800.00
12	PAVEMENT MARKING REMOVAL	LF	25	\$ 15.00	\$ 375.00
13	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL - ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 61,100.00
10% CONTINGENCY					\$ 6,100.00
ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 67,200.00

ESTIMATED ENGINEERING = \$ 10,100.00

IDOT PERMIT = \$ 3,000.00

TOTAL - ESTIMATED COST TO ENGINEER AND CONSTRUCT = \$ 80,300.00

assumes 10' of curb each side of road at west end for road crossing
assumes 4 sidewalk squares at Route 47 and 2 on south side of Greenbriar where it tees into existing sidewalk to make a 2% sidewalk ramp
assumes sidewalk unit cost excludes earth excavation
assumes 4" thick and 6' wide sidewalk aggregate base
assumes restoration 10" wide total for sidewalk for earth excavation/topsoil respread
assumes all work within City ROW with no temporary construction easements needed
assumes 6" topsoil strip and respread each side of sidewalk
assumes earth excavation can be respread and restored in north parkway; no CCDD required since staying onsite.

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2018\YO1826-C Ground Effects\Eng\Preliminary Cost Estimate 2018-07-10.xlsx\PCE Option 1 North Side



Legend

Proposed Sidewalk



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1826
DESIGNED:	JDH
DATE:	July 11, 2018
PROJECT TITLE:	Ground Effects Sidewalk Addition

Preliminary Engineering Cost Estimate - Option 2 - South Side of Greenbriar Road 5' Carriage Walk

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CY	110	\$ 40.00	\$ 4,400.00
2	TREE ROOT PRUNING	EACH	13	\$ 175.00	\$ 2,275.00
3	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	10	\$ 50.00	\$ 500.00
4	SIDEWALK REMOVAL AND REPLACEMENT	SF	150	\$ 10.00	\$ 1,500.00
5	PCC SIDEWALK 5 INCH	SF	3,250	\$ 8.00	\$ 26,000.00
6	DETECTABLE WARNINGS	SF	20	\$ 35.00	\$ 700.00
7	NON-SPECIAL NON-HAZARDOUS WASTE REMOVAL	TON	20	\$ 50.00	\$ 1,000.00
8	SUBBASE GRANULAR MATERIALS, TYPE B, CA-6	TON	80	\$ 40.00	\$ 3,200.00
9	BRICK PAVER REMOVAL	SF	775	\$ 5.00	\$ 3,875.00
10	BRICK PAVER REMOVAL AND REPLACEMENT WITH 4" AGG BASE	SF	625	\$ 30.00	\$ 18,750.00
11	RESTORATION	SY	220	\$ 10.00	\$ 2,200.00
12	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL - ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 69,400.00
10% CONTINGENCY					\$ 6,900.00
ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 76,300.00

ESTIMATED ENGINEERING = \$ 11,400.00

IDOT PERMIT = \$ 3,000.00

CCDD = \$ 5,000.00

ROW ACQUISITION = \$ 21,000.00

ROW RECORDING, APPRAISAL & NEGOTIATIONS = \$ 9,000.00

LANDSCAPING REMOVAL = \$ 25,000.00

TOTAL - ESTIMATED COST TO ENGINEER AND CONSTRUCT = \$ 150,700.00

assumes all trees along Ground Effects are root pruned
 assumes 5' wide carriage walk against the existing curb
 assumes both driveways have sidewalk installed through them
 assumes 10' of brick driveway removal & replacement behind sidewalk on west driveway to transition for 2% sidewalk cross slope (exist drive 3% to 5%)
 assumes 5' of brick driveway removal for sidewalk on east driveway (exist drive 0% to 1%)
 assumes 10' of curb removal at Route 47 for ADA ramp with detectable warning replacement
 assumes no detectable warnings or curb removal each side of driveways
 assumes sidewalk unit cost excludes earth excavation
 assumes 4" thick and 5.5' wide sidewalk aggregate base
 assumes restoration 2' on south side of sidewalk
 assumes all earth excavation is hauled offsite requiring CCDD
 assumes \$25,000 in landscaping/retaining wall removal or replacement on the edge of driveways and in parkway tree area
 assumes \$10/sf ROW Acquisition cost for 3'x650' along sidewalk and 20'x10' at west end
 assumes \$2500 plat, \$2000 appraisal, \$1000 appraisal review and \$3500 negotiations
 assumes no temporary construction easements

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2018\YO1826-C Ground Effects\Eng\IPreliminary Cost Estimate 2018-07-10.xlsx]PCE Option 2 SouthCarriageWalk



Legend

Proposed Sidewalk



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1826
DESIGNED:	JDH
DATE:	July 11, 2018
PROJECT TITLE:	Ground Effects Sidewalk Addition

Preliminary Engineering Cost Estimate - Option 3 - South Side of Greenbriar Road 14' Parkway with Walk

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CY	110	\$ 40.00	\$ 4,400.00
2	TREE ROOT PRUNING	EACH	1	\$ 175.00	\$ 175.00
3	TREE REMOVAL, 6-15 UNIT DIAMETER	UNIT	154	\$ 35.00	\$ 5,390.00
4	SIDEWALK REMOVAL AND REPLACEMENT	SF	100	\$ 10.00	\$ 1,000.00
5	PCC SIDEWALK 5 INCH	SF	3,150	\$ 8.00	\$ 25,200.00
6	PVC CULVERT, 8-INCH	LF	15	\$ 50.00	\$ 750.00
7	NON-SPECIAL NON-HAZARDOUS WASTE REMOVAL	TON	20	\$ 50.00	\$ 1,000.00
8	SUBBASE GRANULAR MATERIALS, TYPE B, CA-6	TON	90	\$ 40.00	\$ 3,600.00
9	BRICK PAVER REMOVAL	SF	450	\$ 5.00	\$ 2,250.00
10	BRICK PAVER REMOVAL AND REPLACEMENT WITH 4" AGG BASE	SF	1,100	\$ 25.00	\$ 27,500.00
11	RESTORATION	SY	240	\$ 10.00	\$ 2,400.00
12	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL - ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 78,700.00
10% CONTINGENCY					\$ 7,900.00
ESTIMATED PROBABLE COST TO CONSTRUCT					\$ 86,600.00

ESTIMATED ENGINEERING = \$ 13,000.00

IDOT PERMIT = \$ 3,000.00

CCDD = \$ 5,000.00

ROW ACQUISITION = \$ 110,000.00

ROW RECORDING, APPRAISAL & NEGOTIATIONS = \$ 9,000.00

LANDSCAPING REMOVAL = \$ 50,000.00

TOTAL - ESTIMATED COST TO ENGINEER AND CONSTRUCT = \$ 276,600.00

assumes eastern most tree is root pruned
 assumes 11 trees removed at 14" diameter each
 assumes both driveways have sidewalk installed through them
 assumes 15' of brick driveway removal & replacement for apron on west driveway to transition for 2% sidewalk cross slope (exist drive 3% to 5%)
 assumes 5' of brick driveway removal for sidewalk on east driveway (exist drive 0% to 1%)
 assumes no curb at route 47
 assumes sidewalk unit cost excludes earth excavation
 assumes 4 sidewalk squares at route 47 for common square ADA compliance
 assumes 4" thick and 6' wide sidewalk aggregate base
 assumes 15 feet of 8" PVC under sidewalk for swale drainage at route 47
 assumes restoration 2' on each side of sidewalk
 assumes all earth excavation is hauled offsite requiring CCDD
 assumes \$50,000 in landscaping/retaining wall removal or replacement on the edge of driveways and in parkway/tree area
 assumes \$10/sf ROW Acquisition cost for 17'x650' along sidewalk
 assumes \$2500 plat, \$2000 appraisal, \$1000 appraisal review and \$3500 negotiations
 assumes no temporary construction easements

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2018\YO1826-C Ground Effects\Eng\Preliminary Cost Estimate 2018-07-10.xlsx]PCE Option3SouthParkwaySidewalk



Legend

Proposed Sidewalk



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"/>

Agenda Item Number

New Business #7

Tracking Number

PW 2018-71

Agenda Item Summary Memo

Title: Old Jail RFP

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Steve Raasch Public Works
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: Public Works Committee
From: Steve Raasch, Facilities Manager
CC: Bart Olson, City Administrator, Erin Willrett, Assistant City Administrator,
Eric Dhuse, Director of Public Works
Date: July 9, 2018
Subject: Old Jail Demolition and Site Restoration

Summary

Extension of the original bid due date and opening from July 12, 2018 to July 17, 2018.

Background

Earlier this year the City Council requested staff to obtain bids to demolish the Old Jail at 111 W. Madison Street. During the project pre-bid meeting, staff discovered that the IEPA regulations have changed, and that a full environmental study and report would need to be completed before the building could be demolished. The study and report were also necessary for contractors to provide competitive bids for this work.

Recommendation

Staff has already, administratively extended the the bid due date and bid opening to July 17, 2018 at 10:00am. This will allow the contractors who attended the pre-bid meeting to provide competitive bids. The total bid amounts will be available for the July 17, 2018 Public Works Committee Meeting, but may not be distributed as formal packages, based on the bid opening that morning.



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 #8

Tracking Number

PW 2018-72

Agenda Item Summary Memo

Title: Metra Support Resolution

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:

RESOLUTION NO. 2018-_____

**RESOLUTION SUPPORTING EXTENDING
METRA COMMUTER RAIL SERVICE TO
KENDALL COUNTY AS A HIGH PRIORITY IN
THE CHICAGO METROPOLITAN AGENCY
FOR PLANNING
ON TO 2050 PLAN**

WHEREAS, Kendall County, Illinois is the only county in the Chicago Metropolitan Agency for Planning (CMAP) region that is not served by Metra commuter rail service; and

WHEREAS, commuter rail service provides a plethora of benefits to a service area, including traffic congestion mitigation, job creation and economic development, and providing a safer, more affordable, and more environmentally conscious means of travel; and

WHEREAS, in 2001 and 2002, studies performed by Parsons Brinckerhoff concluded that commuter rail ridership demand existed at that time, and that extending the Metra-Burlington Northern Santa Fe commuter rail line from the City of Aurora into Kendall County is feasible; and

WHEREAS, since that time Kendall County's population has more than doubled to approximately 126,000 residents, making it the fastest growing area in Illinois and one of the fastest growing regions in the country, achieving a 110.4% growth rate from 2000 to 2010; and

WHEREAS, CMAP estimates that Kendall County's population will nearly double again by the year 2040, and the demand for public transit will continue to grow as a result; and

WHEREAS, according to 2015 data from the United States Census Bureau, a total of 6,687 Kendall County residents commute to Chicago for their primary job, which equates to 10.42% of Kendall County workers – a higher percentage than Kane County (9.32%) and McHenry County (8.93%) commuters that are currently served by Metra service; and

WHEREAS, CMAP recommended extending Metra service into Kendall County in the GO TO 2040 comprehensive regional plan as a fiscally-unconstrained project; and

WHEREAS, extending Metra service into Kendall County has strong support from local elected officials, members of the Illinois General Assembly, and bipartisan federal support from both Congressman Randy Hultgren (14th District) and Congressman Bill Foster (11th District); and

WHEREAS, between 2003 and 2007, the United States Congress reserved and directed \$7.5 million to be used to study the Kendall County Metra extension; and

WHEREAS, using the \$7.5 million in federal funds, Metra began Preliminary Engineering and a Phase 1 Environmental Assessment for the project, both of which are expected to be concluded in 2019. These studies will include the design of the extension and station sites and will include cost estimates and preliminary financing strategies; and

WHEREAS, once the studies are complete, it is understood that joining the Regional Transportation Authority (RTA) is a necessary step in the process to provide Metra rail service to Kendall County; and

WHEREAS, the draft CMAP ON TO 2050 Plan includes extending Metra service into Kendall County as a Regionally Significant fiscally-unconstrained project, noting that it is the most cost-effective Metra extension project of those under consideration.

WHEREAS, in 2016 the United City of Yorkville adopted a Comprehensive Plan that designated transit supportive land uses around the future Metra station area, including high-density multi-family residential, commercial, and mixed-uses; and

WHEREAS, an extension of Metra commuter rail service into Kendall County would relieve traffic congestion, promote greater mobility, create more livable communities, stimulate economic activity in the region, provide access to jobs inside and outside of Kendall County, and provide an environmentally conscious form of transportation for Kendall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, That the United City of Yorkville hereby submits formal public comment in support of extending Metra Commuter Rail Service to Kendall County as a High Priority in the Chicago Metropolitan Agency for Planning ON TO 2050 Plan.

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

Attest:

City Clerk

)

CERTIFICATE

I, Beth Warren, City Clerk of the United City of Yorkville, County of Kendall and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____:

**“A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
SUPPORTING EXTENDING METRA COMMUTER RAIL SERVICE TO KENDALL COUNTY
AS A HIGH PRIORITY IN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING
ON TO 2050 PLAN”**

which was adopted by the Mayor and City Council of the United City of Yorkville on the ____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the
United City of Yorkville this _____ day of _____, 2018.

Beth Warren, City Clerk



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Old Business #1

Tracking Number

PW 2018-58

Agenda Item Summary Memo

Title: Beecher Center HVAC – Award of Contract

Meeting and Date: Public Works Committee – July 17, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC 06/26/18 Action Taken: Budget amendment was approved.

Item Number: PW 2018-58

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Steve Raasch Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Work Committee
From: Steve Raasch, Facilities Manager
CC: Bart Olsen, City Administrator, Erin Willrett, Assistant City Administrator,
Eric Dhuse, Director of Public Works
Date: June 12, 2018
Subject: Beecher Community Center HVAC Replacement

Summary

Discussion of the bids received for the replacement of (2) existing HVAC Units at the Beecher Community Center.

Background

Earlier this year, Farren Heating & Cooling of Yorkville, responded to a lack of heating at the Beecher Community Center. They diagnosed that the heating portions on both Mammoth HVAC units (300,000 & 235,000 BTUs of heating), have failed and cannot be repaired, because parts are unavailable based on the age of the units that were installed in 1981, and they are also past their useful life expectancy. The existing units will not be able to heat the building when the temperatures fall later this year. The existing units are under a roof system that was added after the units were original installed, because of persistent roof leaks.

Based on this information, staff proceeded with the creation of a RFP, and went out to formal bid. The RFP calls for the existing units to be disconnected, removed and disposed of, from under the roof line. The replacement units are to be installed on the ground level on a concrete pad, to allow the units better ventilation and easier access for future repairs. A 6" thick concrete pad will be installed on ground level to hold the new units, and a 6' tall cedar fence, with a gate, will be installed around the pad for security. Insulated galvanized ductwork, will be run from the new units to the existing ductwork openings inside the roofed in area. The new units will include economizers and power exhaust, which will allow a more energy efficient way to heat and cool the building. The existing manual thermostats will be replaced with a new Honeywell thermostat control system, which will allow the systems to be monitored and controlled remotely. The new HVAC units will come with a 5 year manufacturer's warranty, and all work will come with a 1 year labor warranty.

Seven contractors attended the Pre-Bid Meeting on June 24, 2018. Of those 7 contractors, 2 submitted their bids on 5/24/18. The low bidder was R.J. O'Neil at \$173,096 (including all 3 alternates), but after the bid opening, they provided a letter clarifying their bid and also noted that they did not include some items in their bid. Based on these exclusions, R.J. O'Neil was disqualified, and Trico Mechanical became the low bidder at \$319,725 (including all 3 alternates). The current bid pricing from Trico Mechanical will expire on 8/22/2018. This project is not part of the approved FY19 budget.

Recommendation

Staff recommends the approval of the Trico Mechanical Proposal, 3 alternates, and 3 addendums, before 8/22/2018, for a cost not to exceed \$319,725. If approved, a budget amendment would be required. If the committee agrees, staff would forward the attached contract and resolution for approval at a future City Council meeting.

Attachments

RFP

Addendums 1-3

Trico Mechanical Proposal

RJ O'Neil Proposal

RJ O'Neil Letter additional notes and changes to their original proposal

Contract



United City of Yorkville, Illinois

REQUEST FOR PROPOSAL
for an HVAC System Replacement at the Beecher Center

Legal Notice Posted:	April 25, 2018
Pre-Bid Meeting	May 8, 2018 at 10:00 AM
Proposals Due:	May 17, 2018 at 10:00AM

United City of Yorkville
REQUEST FOR PROPOSAL
HVAC System Replacement at the Beecher Center
May 2018

Table of Contents

- A. Legal Notice to Bidders
- B. General Information
- C. Introduction
- D. Project Specifications
- E. Instructions to Bidders
- F. Contract
- G. Bid Certifications
- H. References
- I. Subcontractors
- J. Equipment List
- K. Bid Proposal Sheet
- L. Bid Sheet Signature
- M. Contractor Bid Agreement

United City of Yorkville, Illinois

LEGAL NOTICE

Request for Proposal

HVAC System Replacement at the Beecher Center

Sealed bids for an HVAC system replacement at the Beecher Center will be received at the address listed below until May 17, 2018 at 10:00 a.m. All bids will be publicly opened immediately thereafter. Proposals Bids not physically received by the City by 10:00 a.m. on May 17, 2018 will be returned, unopened to the bidder. Emailed or faxed proposals will not be accepted. All proposals should be addressed and delivered to:

United City of Yorkville
RE: (Vendor Name)
Bid for HVAC System Replacement at the Beecher Center
Attention: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

There will be a Pre-Bid Meeting at Yorkville City Hall on Tuesday, May 8, 2018 at 10:00 AM. Bid packets are available online at <http://www.yorkville.il.us>. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the bid and made payable to the United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the City. Checks or drafts of unsuccessful bidders will be returned as soon as possible after award and execution of the contract. Contractor must comply with Prevailing Wage Act.

Any questions concerning this Request For Proposal, the actual specifications or the plans can be forwarded by email to Eric Dhuse at edhuse@yorkville.il.us no later than May 10, 2018 at 5PM.

The City Council will make the final selection and award of the contract. The City Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any bid.

No communication, except as otherwise allowed in the specifications, shall occur regarding this Request For Proposal, including requests for information, or speculation between Bidder's or any of their individual members and any City elected official, employee or independently contracted employees or consultants. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Any cost incurred by the Bidder in preparation, transmittal, or presentation of any information or material submitted in response to the RFP, shall be borne solely by the Bidder.

General Information

The United City of Yorkville is seeking an experienced individual or firm for the removal and replacement of the HVAC system at the Beecher Center. The Beecher Center is located at 901 Game Farm Rd, Yorkville, IL 60560.

The Contractor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the removal and replacement of the HVAC system at the Beecher Center. The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

Introduction

Project Description:

The City is requesting proposals according to the Project Specifications and Plans contained herein (the "Project"). The Project consists of the removal and replacement of the HVAC system of the Beecher Center. All equipment is currently roof mounted and concealed in ventilated attic/roof space. **A job site visit is expected to submit a comprehensive bid.**

Project Specifications and Plans

Scope of Work: The City is requesting a turn-key proposal for the replacement of one (1) Mammoth packaged heat/cool RTU and one (1) Mammoth heat only RTU with DX Condenser. All equipment is currently roof mounted and concealed in ventilated attic/roof space. Bidders must completely familiarize themselves with the specifications in this bid document.

Description of Work.

- Demo and removal existing equipment from the job site.
- Capping/covering of exiting unused roof curbs with galvanized steel caps, insulated on inside of cap with 1" insulation.
- **Below is the basis for design and the Contractor will be responsible for producing a set of engineered and stamped drawings for the following:**
 - 1) Install two (2) Packaged Heat/cool units sized to handle current spaces conditioned by the units designated for replacement. New units to be side discharge, equipped with: economizers with built in power exhaust, humidification control, and CO2 monitoring, include new flat curbs supplied by manufacture. Acceptable manufactures: Trane, Carrier Corp or equivalent. All submitting companies must submit manufacture and basic model numbers, manufacturer specifications and cut sheets with the bid submittals.
 - 2) New units to be set to be set on manufactured supplied equipment curbs and new 6" thick concrete reinforced concrete pad, large enough to allow for manufactures required clearance. All pad work, grading and reseeding to be included in quote, spoils that are not used for back fill or final grading to be hauled off site at the expense of the contractor awarded the project. Exact location of new concrete pad to be approved by the City of Yorkville. This will be a separate line item. The City may be able to provide the concrete slab, time permitting.

- 3) Supply and return duct to be extended from point of disconnection in attic space and connected to side discharge connections of corresponding new unit.
- 4) Contractor to supply stainless steel ductwork for all **exterior** ductwork until the interior connection is made.
- 5) Bid needs to include hail guards installed on each unit.
- 6) Electric and gas from demo'd units from shall be extended to from attic space to location of new units. All shut offs and disconnects in attic space to be removed and new shut offs and disconnect switches to be installed per code at location of new units. Contractor to confirm that existing wiring, breakers and gas is of proper size and should include any needed upgrades in their proposal.
- 7) **Controls-** Shall be stand alone digital thermostats with (7) day programmable schedule, capable of controlling all functions of the new HVAC equipment. Thermostats should also have a wifi option so that the Facilities Manager or Public Works Director can monitor them through a cell phone application.
- 8) Six (6) foot tall Cedar privacy fence with locking double door gate sized large enough to allow for future service or replacement of units shall be installed around concrete pad.
- 9) Existing Condenser discharge opening in roof to have rain proof outside air hoods installed to allow for ventilation of attic space.
- 10) Existing wood louvers on the south side of the building used for access to the attic space shall be removed and discarded to allow for new duct work, access must be maintained to allow for access into space.
- 11) **Duct Insulation-**All Exterior Supply and Return Duct work to be externally insulated with 2" thick fiberglass board with Venture Clad wrap.
- 12) **Test & Balance-** At end of project the contractor will turn in a TAB certified report showing: Manufactures test data, fan curves, total cfm, and static along with any other relative performance data associated with specified equipment. Any belts, sheaves or pulleys needed for adjustments to be installed with no added expense to the City of Yorkville.

Submittals: Contractor will be responsible for submitting the final design to the Director and/or Facilities Manager for review and approval. The equipment submittals shall be approved and stamped by a mechanical engineer.

Training: Contractor to provide one (1) training session for owners representative. Training to include controls and general maintenance.

Billing/Invoicing: All billing and invoicing should be done at the completion of the project. Billing will include the date, the items supplied with serial numbers, and the total cost of each line item. After receipt of a correct invoice, payments shall be due and owing by the City in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If, in the opinion of the City, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within three (3) business days of receipt of a written demand from the City, for performance, has not cured any defect in performance specifically itemized in such demand, the City may, at its option:

- a) Withhold payment.

- b) Consider all or any part of this contract breached and terminate the contractor, or
- c) May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- d) Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

The City will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

Warranty: Contractor shall ensure a five (5) manufacturer's warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the City. All Manufacturer warranties shall be passed through to the City. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them. The Contractor shall assist the City with replacement of all defective or damaged goods. Contractor to provide one (1) year labor warranty on installation. Labor Warranty to start on date of owner training.

Annual Maintenance: Contractor to provide pricing for an annual maintenance contract to cover preventative maintenance and change over costs for the twice annual start-up and shut down of the units.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form. In addition, Contractor shall reclaim refrigerant per EPA guidelines- documentation of this must be turned in at end of job.

Completion of Project: Contractor to supply owner with (2) copies of equipment O & M manuals, Test and Balance Report, Approved Equipment Submittals, Warranty letter stating start and finish dates for both manufactures warranty and labor warranty.

Prevailing wage Law: This project is subject to the Illinois Prevailing Wage Act.

Conditions: The Contractor is responsible for being familiar with all conditions of this project and delivery location. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

Traffic Control: The Bidder will be responsible for maintenance of traffic during the Project. If necessary, the Bidder must use flag men, traffic cones and advance warning signs to assist with traffic flow and comply with the State of Illinois Traffic Control Manual.

Debris: The Bidder shall clean and maintain all work areas at all times. Effective dust control by use of spray systems or other means shall be maintained at all times.

Protection of Property and Utilities: All reasonable precautions will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, catch basins, manholes, drains, utilities, buildings and other property from undue damage. If the Director of Public Works determines that the Contractor has damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Director at the Contractor's expense.

If Applicable, the Contractor shall have full responsibility for locating all underground facilities in work areas, whether shown or not shown on the Drawings, and contacting JULIE for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the Project; the cost of which shall be included in the Contract Unit Prices for the items specified.

Rules, regulations, and codes governing the respective utilities which may be encountered shall be observed in executing all work

Accident Reporting: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the City's Police and to the Public Works Department.

The person or company submitting the bid shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the bid.

NOTE: Scope of Work was written with the help of Trico Mechanical, Inc. of Sugar Grove, IL.

Instructions to Bidders

1. **Receipt of Bid:** **May 17, 2018; 10:00 A.M.**
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Project Description:** HVAC system replacement for the Beecher Center
4. **Preparation and Submission of Bids:**
 - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - B. Each Bidder must complete, execute and submit with its bid a certifications regarding public contracting.
 - C. Each Bidder must submit a complete bid package, including the following items:
 - i. **Signed Contract**
 - ii. **Bid Certifications**
 - iii. **Bid Sheet**
 - iv. **Contract**
 - v. **References**
 - vi. **Subcontractors List.**
 - vii. **Equipment List**
 - viii. **Bid Guarantee in the amount of 10% of the total of project.**
 - D. One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "HVAC System replacement for the Beecher Center".
 - E. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
 - G. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
 - H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the Project and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
 - I. The Bidder further agrees that if the City decides to extend or shorten the completion period, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, the Bidder will perform the work as altered, increased or decreased.
 - J. The Bidder further agrees that the City representative may at any time during the progress of the Project covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a

specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

- K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.
- L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.
- M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.
- O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Request for Proposal can be emailed to Steve Raasch, Facilities Manager at SRaasch@yorkville.il.us and specific questions regarding the specifications in this Invitation To Bid can be emailed to Eric Dhuse at EDhuse@yorkville.il.us by the end of business on May 10, 2018. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Request for Proposal and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the City. Any Addendum issued will be posted on the City's website. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its bid shall deem its bid non-responsive: provided, however that the City may waive this requirement if it in its best interest.

6. **Conditions:**
- A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.
 - B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).

- C. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.
7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.
- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. In addition to price, the City may consider:
- Ability, capacity and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability and adaptability of the commodities, services or construction, in relation to the City's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due the City
8. **Rejection of Bids:**
- A. The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.
- C. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

11. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation.

12. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the City. Contractor is an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The City will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the City and the Contractor.

13. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the City, the Contractor shall immediately upon notice from the

City remove and replace such personnel or subcontractor. The City shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

14. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
15. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.
16. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

This entire bid package and following sections apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting bids or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. The City assumes that submission of a bid means that the person submitting the bid has become familiar with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The Term “City” whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.
2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.
3. **Bid Bond:** If the bidder’s proposal for this project exceeds forty thousand dollars (\$40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.
4. **Performance Bond:** If the bidder’s proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

Performance bond satisfactory to the City, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the City, in an amount equal to 110% of the complete project. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency.

Upon receipt of the performance bond, the City will return the bid bond to the bidder.

5. **Insurance Requirements:** The successful Bidder shall comply with the City’s insurance requiremnts attached hereto as Exhibit A.
6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes;

g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Deduction for Each Day of Overrun in Contract Time: \$250.00 per day.

8. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.
9. **Contract Term:** The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation. Installation shall be completed no later than July 1, 2018.
10. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.
11. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- a. Is approved by the City Council when the change order is an increase or decrease of more than \$10,000 or the time of completion by more than 30 days.
- b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars (\$10,000.00).

12. **Construction Contracts:**

- a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
- b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

- a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
- b. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

14. **Additional Items:** The City and Contractor further agree that

a. **Prevailing Wage**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>.

The City may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

- b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.
- c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
- 1) Publishing a Statement:
 - 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
 - 3) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 5) Abide by the terms of the statement; and
 - 6) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 7) Establishing a drug free awareness program to inform employees about:
 - 8) The dangers of drug abuse in the workplace;
 - 9) The Contractor’s policy for maintaining a drug free workplace;
 - 10) Available counseling, rehabilitation, or assistance programs; and
 - 11) Penalties imposed for drug violations.
 - 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
 - 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
 - 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
 - 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
 - 17) The Contractor will be required to sign a Drug Free Workplace Certification.
- d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general

public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- 1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- 2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
- 3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- 4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

- e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.
- f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

[illegible]

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Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in “Bid Unit Price” and “Extended Amount” for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount

Concrete Work with restoration	Total Amount Bid	\$
--------------------------------	------------------	----

6' Cedar Fence to conceal units	Total Amount Bid	\$
---------------------------------	------------------	----

Annual Preventative Maintenance Contract	Total Amount Bid	\$
--	------------------	----

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “*Owner*” and _____ located at _____ hereinafter called the “*Contractor*”.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the “*Contract Documents*”.
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____

Signature

Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

Exhibit A

UNITED CITY OF YORKVILLE, ILLINOIS INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. Builder Risk Property Coverage with City as loss payee.

2. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
- F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The City, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.
- 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Exhibit A

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 1010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1

DATE: 5/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Changes and Clarifications to Original Scope of Work

1. (Item # 10 on Original SOW) Contractor will be responsible to make the needed wall penetrations to the attic space, to allow access for the new ductwork. All penetrations should be kept to the minimal space needed. The United City of Yorkville will the final modifications to the attic space doors, once the project has been completed.
2. (Item # 11on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.
3. The approximate square footage of the entire building 9,423.

Signature

Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

DATE: 5/11/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Additional Information to Original Scope of Work

- 1. Beecher Community Center Original HVAC Plan and Equipment Schedules M-1**

Signature

Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

- 1. The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.**

Signature

Date



1980 W. U.S. Hwy 30, Suite 11
SUGAR GROVE IL 60554

Phone 630-466-3662
Fax 630-466-3664

Project: Yorkville Beecher Center HVAC System Replacement

5/24/18

Proposal:

- Demo and remove from premises existing attic mounted HVAC units, including reclaim and disposal of refrigerant per EPA guidelines.
- Supply and install Trane packaged heat/cool units, including hail guards, economizers with power exhaust, units to sit on manufactured supplied equipment curbs. **Trico Mechanical Inc. is including dehumidification on each unit along with CO2 controls** to insure indoor air quality and comfort. ** Units figured to be 20 tons of cooling- sizing may change once engineered loads are figured, but basis of design will be the same.
- Provide engineering for equipment sizing and design along with a set of stamped drawings.
- Supply and install ventilated hoods to cover openings in roof where existing condenser air was ducted thru.
- Supply G90 galvanized duct in attic space, to have 1 ½" internal duct liner, exterior duct to be stainless steel with external duct insulation per addendum.
- Provide 6" thick concrete pad, including excavation and removal of spoils from site, pad size will be determined by required equipment clearances.
- Provide and install 6' tall cedar fence with locking gate.
- Provide and install Honeywell control system with WI FI access to match system installed in City Hall.
- Extend gas and electric from attic space to location of new units, includes all wiring, and breaker changes if needed.
- Provide backfill, and final grading along with seeding for restoration around new pad.
- Provide test and balance of new equipment.
- 5 year Manufactures warranty on equipment.
- 1 Year Labor warranty on equipment and install.
- Provide owner training.
- **Addendum 1,2, & 3 Acknowledged**
-

Total cost \$298,500.00

Option 1 Deduct: if all duct is Galvanized construction \$7,500.00

Option 2 Deduct: if all duct is constructed of Kingspan Kool Duct in lieu of metal duct and duct liner/wrap \$25,000.00

Annual Preventative Maintenance \$2,600.00 – Includes new belts 1 a year, new filters twice a year, along with seasonal check and cleaning of heat exchanger, burners and controls in fall and cleaning of condenser coils and check of refrigeration circuit in spring.

Visit us on the web at www.tricomechanicalinc.com

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1

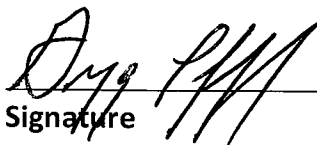
DATE: 5/9/18

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Changes and Clarifications to Original Scope of Work

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2. (Item # 11on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.
3. The approximate square footage of the entire building 9,423.



Signature

5-24-18

Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

DATE: 5/11/18

To All Potential Bidders:

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Additional Information to Original Scope of Work

1. Beecher Community Center Original HVAC Plan and Equipment Schedules M-1



Signature

5-24-18
Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

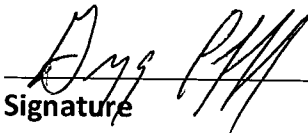
DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

1. The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.



Signature

5-24-18

Date

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: Milord Construction
Address: 9801 S. Industrial Drive
City, State, Zip Code: Bridgeview, IL 60455
Telephone Number: 708-598-7900
Contact Person: Phil Milord
Dates of Service: 2003 to Present

Business: G.A. Johnson + Son
Address: 828 Foster Street
City, State, Zip Code: Everston, IL 60201
Telephone Number: 847-869-5905
Contact Person: Jack Galbraith
Dates of Service: 2002 to Present

Business: Honeywell Building Solutions
Address: 95 East Algonquin Road Bldg D
City, State, Zip Code: Des Plaines, IL 60017
Telephone Number: 224-803-1470
Contact Person: Joe Zakracky
Dates of Service: 2011 to Present

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Mid-Valley Concrete
Address: 950 East 3RD
City, State, Zip Code: Sandwich, IL 60548
Telephone Number: (815)-786-3324
Value of Work Subcontracted: \$9,446.00
Nature of Work Subcontracted: Concrete Equipment P&D

Subcontractor No. 2: Austin Electric Inc
Address: 131 Airport Rd. Unit A
City, State, Zip Code: Joliet, IL 60431
Telephone Number: 815-744-1147
Value of Work Subcontracted: \$14,780⁰⁰/₁₀₀
Nature of Work Subcontracted: Electrical

Subcontractor No. 3: Complete Northern Illinois Fence
Address: 320 W Lincoln Highway
City, State, Zip Code: Cortland, IL 60112
Telephone Number: 815-756-3561
Value of Work Subcontracted: _____
Nature of Work Subcontracted: Fence install

If additional sheets are needed, please make copies.

UNITED CITY OF YORKVILLE

Name	Make	Model	Year	Use
TRANE		RTU #1 & 2	sizes to be determined once engineering is complete.	- See Attach proposal for Details

If additional sheets are needed, please make copies.

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount
	<i>Total Base Bid</i>		<i>298,500⁰⁰/₁₀₀</i>

Concrete Work with restoration	Total Amount Bid	\$ 13,500.00
6' Cedar Fence to conceal units	Total Amount Bid	\$ 5625.00
Annual Preventative Maintenance Contract	Total Amount Bid	\$ 2600.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Trico Mechanical Inc.

Firm Name

1980 W US Hwy 30, Suite 11

Street Address

Sugar Grove IL 60554

City

State

Zip

630-466-3662

Phone Number

5-24-18

Date

Gregg Platt - Project Manager

Signed Name and Title

Gregg Platt - Project Manager

Print Name and Title

Gregg@trico mechanical inc. com

E-mail Address

630-466-3664

Fax Number

UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR: *Trico Mechanical, Inc.*

By: _____

Signature

Ronald Rudolick President
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Trico Mechanical, Inc.

1980 W. US Hwy 30

Suite 11

Sugar Grove, IL 60554

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

62 Maple Avenue

Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims

P.O. Box 34526

Seattle, WA 98124

OWNER:

(Name, legal status and address)

City of Yorkville

800 Game Farm Road

Yorkville, IL 60560

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% of the total amount bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Provide and Install Design/Build HVAC Systems

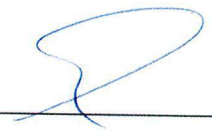
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

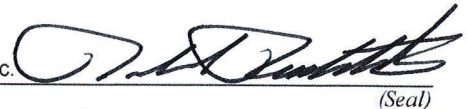
Signed and sealed this 24th day of May, 2018


(Witness)


(Witness)

Trico Mechanical, Inc.

(Principal)



(Seal)

President

(Title)

The Ohio Casualty Insurance Company

(Surety)


(Title) Annette Albach Attorney-in-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Principal: Trico Mechanical, Inc.

Bond Number: _____

Agency Name: Bonding Services Corporation

Obligee: _____

Agent Code: 125551

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Annette Albach; Stephanie Shetler of Schaumburg, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, 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, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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 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, bond, 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.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the 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.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 24th day of May, 2018



Renee C. Llewellyn, Assistant Secretary

HVAC System Replacement for the Beecher Center

**UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ R.J. O'Neil, Inc. located _____ at _____ hereinafter called the "*Contractor*".
1125 S. Lake St, Montgomery, IL 60538

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

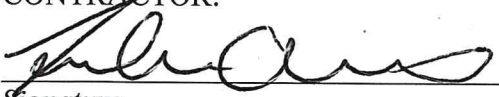
1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: 

Signature
Kealan O'Neil - President

Print Name and Title

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount
2	Packaged Heat/Cool RTU's w/ Hail Guards	Carrier	\$32,000.00
2	Programmable Thermostats	Honeywell	\$425.00
1	Rain Hoods	Custom Manufactured	\$2,500.00

Concrete Work with restoration	Total Amount Bid	\$ 7,500.00
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6' Cedar Fence to conceal units	Total Amount Bid	\$ 6,500.00
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Annual Preventative Maintenance Contract	Total Amount Bid	\$ 1,096.00
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Total Base Bid: \$158,000.00

*Alternates provided on separate sheet

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

R.J. O'Neil, Inc. intended to furnish and install equipment, labor, and supervision to complete this project per
description of work and specifications.



Yorkville Beecher Center Alternate bid proposals

5/24/18

ALT #1: Provide Carpentry work to complete the louvers and siding work on exterior of attic access point. **ADD: \$ 2,600.00**

ALT #2: Provide all galvanized ductwork w/ no liner in lieu of stainless steel. Provide exterior 2" insulation and heavy aluminum clad weatherproof jacketing.
DEDUCT: \$ 2,250.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

R.J. O'Neil, Inc.
Firm Name


Signed Name and Title

1125 S. Lake Street
Street Address

Kealan O'Neil - President
Print Name and Title

Montgomery IL 60538
City State Zip

kealan@rjoneil.com
E-mail Address

(630) 906-1300
Phone Number

(630) 906-1369
Fax Number

May 24, 2018
Date

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

GC: Vissering Construction Company
Business: ~~Project:~~ Remodeling & Addition for Meadowvale, Inc.
Vissering: 175 Benchmark Industrial Avenue
Address: ~~Meadowvale:~~ 1305 6th Street
Vissering: Streator, IL 61364
City, State, Zip Code: ~~Meadowvale:~~ Sandwich, IL 60548
Telephone Number: ~~Vissering:~~ (815) 673-5511
Contact Person: ~~Vissering:~~ Michael Slagel
Dates of Service: May 2017 - May 2018

GC: Whittaker Construction & Excavating, Inc.
Business: ~~Project:~~ Fox Metro Water Reclamation District - Building G Improvements
Whittaker: 105 Park Street
Address: ~~Fox Metro:~~ 682 State Route 31
Whittaker: Earlville, IL 60518
City, State, Zip Code: ~~Fox Metro:~~ Oswego, IL 60518
Telephone Number: ~~Whittaker:~~ 815-246-7119
Contact Person: ~~Whittaker:~~ Kevin Bomstad
Dates of Service: November 2016 - Current

GC: R.J. O'Neil, Inc.
Business: ~~Project:~~ Fox Metro Water Reclamation District - Building K Odor Control Improvements
GC: 1125 S. Lake Street
Address: ~~Owner:~~ 682 State Route 31
GC: Montgomery, IL 60538
City, State, Zip Code: ~~Owner:~~ Oswego, IL 60543
GC: (630) 906-1300
Telephone Number: ~~Owner:~~ (630) 301-6881
GC: Dave Grey
Contact Person: ~~Owner:~~ Matt Woodin
Dates of Service: February 2017 - April 2018

If additional sheets are needed, please make copies.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Owner: Mark Bank
Business: ~~Project:~~ White Eagle Body Shop - Montgomery
Owner: 575 Weston Ridge Drive
Address: ~~Project:~~ 851 S. Lake Street
Owner: Naperville, IL 60563
City, State, Zip Code: ~~Project:~~ Oswego, IL 60543
Owner: (630) 961-9977
Telephone Number: ~~Project:~~ (630) 264-1661
Contact Person: Mark Bank
Dates of Service: November 2016 - Present

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Austin Electric

Address: 251 S. Frontage Road #18

City, State, Zip Code: Willowbrook, IL 60527

Telephone Number: (630) 327-7406

Value of Work Subcontracted: \$15,000.00

Nature of Work Subcontracted: Electrical

Subcontractor No. 2: Integrated Demolition Service

Address: 1312 Prospect Avenue

City, State, Zip Code: Willow Springs, IL 60480

Telephone Number: (708) 606-6942

Value of Work Subcontracted: \$9,000.00

Nature of Work Subcontracted: Demolition

Subcontractor No. 3: Cher-Mar Mechanical Insulation

Address: 8910 West 192nd, Unit K

City, State, Zip Code: Mokena, IL 60448

Telephone Number: (708) 478-0569

Value of Work Subcontracted: \$4,500.00

Nature of Work Subcontracted: Insulation

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 4: Northern Illinois Fencing, Inc

Address: 320 W. Lincoln Hwy

City, State, Zip Code: Cortland, IL 60112

Telephone Number: (815) 756-3561

Value of Work Subcontracted: \$6,500.00

Nature of Work Subcontracted: Fencing

Subcontractor No. 5: Whittaker Construction & Excavating, Inc.

Address: 105 E. Park Street

City, State, Zip Code: Earlville, IL 60518

Telephone Number: (815) 246-7119

Value of Work Subcontracted: \$7,500.00

Nature of Work Subcontracted: Concrete

Subcontractor No. 6: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BID BOND

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

R.J. O'NEIL, INC.

1125 S. LAKE ST.

MONTGOMERY, IL 60538

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER:

(Name, legal status and address):

UNITED CITY OF YORKVILLE

800 GAME FARM ROAD

YORKVILLE, IL 60560

BOND AMOUNT: TEN PERCENT OF AMOUNT BID (10%)

PROJECT:

(Name, location or address, and Principal number, if any)

HVAC SYSTEM REPLACEMENT AT THE BEECHER CENTER

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

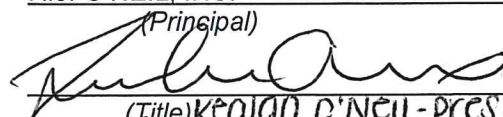
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24TH day of MAY, 2018

R.J. O'NEIL, INC.

(Principal)

(Seal)



(Title) Kealan O'Neil - President

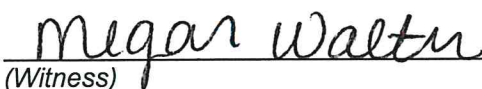
Travelers Casualty and Surety Company of America

(Surety)

(Seal)



(Title) AGNES A. FROEMEL Attorney-in-Fact



(Witness)



(Witness)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Agnes A Froemel** of **JOLIET** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

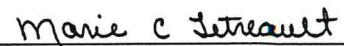
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24TH** day of **MAY**, 2018




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1


DATE: 5/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Changes and Clarifications to Original Scope of Work

1. (Item # 10 on Original SOW) Contractor will be responsible to make the needed wall penetrations to the attic space, to allow access for the new ductwork. All penetrations should be kept to the minimal space needed. The United City of Yorkville will the final modifications to the attic space doors, once the project has been completed.
2. (Item # 11 on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.
3. The approximate square footage of the entire building 9,423.



Signature

05/19/18
Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

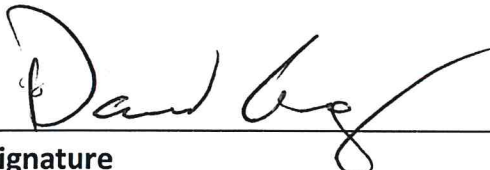
DATE: 5/11/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Additional Information to Original Scope of Work

- 1. Beecher Community Center Original HVAC Plan and Equipment Schedules M-1**



Signature

05/11/18
Date

LINE 9 - 200V

MECHANICAL

EQUIPMENT

SCHEDULE

MANUFACTURER'S DESCRIPTION	TOTAL CFM	S.P.	HEATING LOAD BTU/HR.	COOL'G. LOAD BTU/HR.	H.P.	ELEC. DATA			ROOF DRAIN'G.	EQUIP'T. WEIGHT	REMARKS
						VOLT	PH.	LYL.			
MAMMOET H# 2HP 202 ROOF-TOP HVAC UNIT	8000	2 1/4"	300,000	259,000	(2) 10.0 (1) 5.0	208	3	60	21 1/2 x 56 1/2	3730 #	
MAMMOET H# 1HP 102 ROOF-TOP H.V.A.C. UNIT	7332	2 1/4"	235,000	190,000	(2) 7 1/2 (1) 7 1/2 (1) 2.0	208	3	60	52 1/2 x 40 1/2 21 1/2 x 56 1/2	4940 #	
JENN-AIR # 90CW WALL EXH. FAN	1055	3/8"	—	—	1/4	115	1	60	12 1/2 x 12 1/2	55 #	W/ DISC. SWT., BIRD GUARD, MOTORIZED DAMPER.
JENN-AIR # 141CW WALL EXH. FAN - 2 SPEED	2185/1055	1/4"	—	—	1/2	115	1	60	20 1/2 x 20 1/2	155 #	do.
JENN-AIR # 125 BTD ROOF EXH. FAN	1800	1"	—	—	3/4	115	1	60	14 1/2 x 14 1/2		do. + PRE FAB CURB
MAMMOET H# C 202 REMOTE COND. UNIT	—	—	—	259,000	(1) 3.0	208	3	60		1900 #	
JENN-AIR # 241RV ROOF RELIEF VENT	1800	1/4"	—	—	—	—	—	—	—	—	W/ PRE-FAB CURB
JENN-AIR # 118 CR ROOF EXH. FAN	830	1/4"	—	—	1/12	120	1	60	16 1/2 x 16 1/2	95 #	W/ PRE-FAB CURB, DISC. SWT, BIRD GUARD, MOTORIZED DAMPER

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

1. The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.



Signature

05/14/18
Date

Submittal

United City of Yorkville Illinois HVAC System Replacement at the Beecher Center

Rooftop Unit

Owner:

United City of Yorkville Illinois
800 Game Farm Road
Yorkville, IL 60560
P: (630) 553-4350

Manufacturer:

Carrier Corporation
Farmington, CT
P: (800) 227-7437

Mechanical Contractor:

R.J. O'Neil, Inc.
1125 S. Lake Street
Montgomery, IL 60538
P: (630) 906-1300

Vendor:

Temperature Equipment Corporation
17725 Volbrecht Road
Lansing, IL 60438
P: (708) 418-0900



SUBMITTAL

Project

Yorkville Beecher

Date

Monday, May 14, 2018

Table Of Contents

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

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RTU-20

**Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report**

Unit Report For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Unit Parameters

Unit Model:.....**48TCFE25A7A5-0A0J0**
Unit Size:.....**25 (20 Tons)**
Volts-Phase-Hertz:.....**208-3-60**
Heating Type:.....**Gas**
Duct Cfg:.....**Horizontal Supply / Horizontal Return**
High Heat
Two stage Cooling with Humidi-MiZer

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**11' 9.5"**
Unit Width:.....**7' 2.375"**
Unit Height:.....**4' 9.375"**
*** Total Operating Weight:.....**2786 lb**

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Unit Configuration

High Static Option - Horizontal Models
Al/Cu - Al/Cu
Base Electromechanical Controls
Non-Fused Disconnect
Standard Packaging
2-Speed indoor fan motor controlled by VFD
Humidi-MiZer™ Adaptive Dehumidification System

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

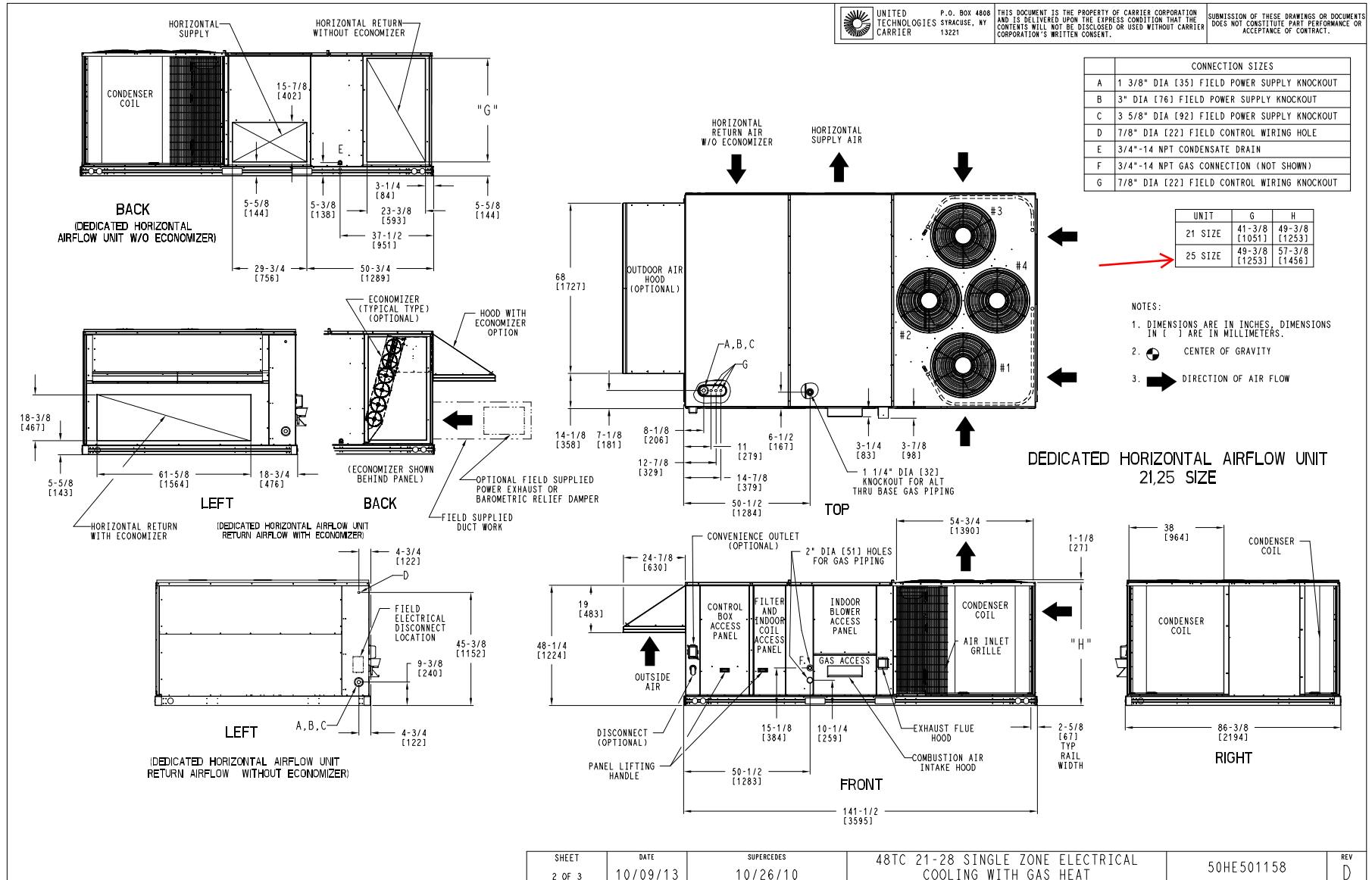
Ordering Information

Part Number	Description	Quantity
48TCFE25A7A5-0A0J0	Rooftop Unit	1
	Base Unit	
	High Static Option - Horizontal Models	
	None	
	2 Speed Fan Controller (VFD) and Non-Fused Disconnect	
Accessories		
CRRFCURB047A00	14-inch Tall Roof Curb	1

Certified Drawing for RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM



Certified Drawing for RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

UNIT	OUTDOOR COIL TYPE	STD UNIT WEIGHT #		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.		
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z
48TC24	MCHX	1989	904	383	174	540	245	623	283	442	201	46 1/8 [1172]	82 7/8 [2105]	16 1/2 [419]
48TC28	MCHX	2118	963	408	186	575	261	664	302	471	214	46 1/8 [1172]	82 7/8 [2105]	19 [483]
48TC21	RTPF	2102	956	474	215	390	177	593	269	582	265	47 1/2 [1207]	71 1/4 [1810]	16 1/2 [419]
48TC24	RTPF	2072	942	558	254	548	249	479	217	487	221	40 5/32 [1020]	70 [1778]	16 1/2 [419]
48TC25	RTPF	2247	1021	540	246	556	253	598	272	581	264	44 5/8 [1133]	71 5/8 [1819]	19 [483]
48TC28	RTPF	2197	999	571	259	564	256	528	240	534	243	41 21/32 [1058]	70 1/4 [1784]	19 [483]

RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)
MCHX - NOVAION (ALUM/ALUM)

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.

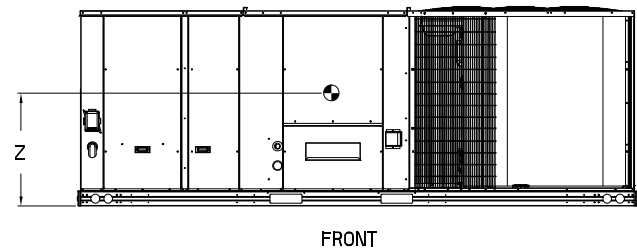
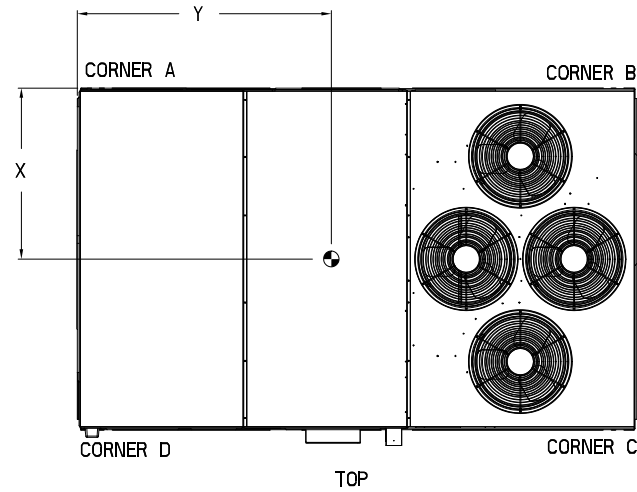


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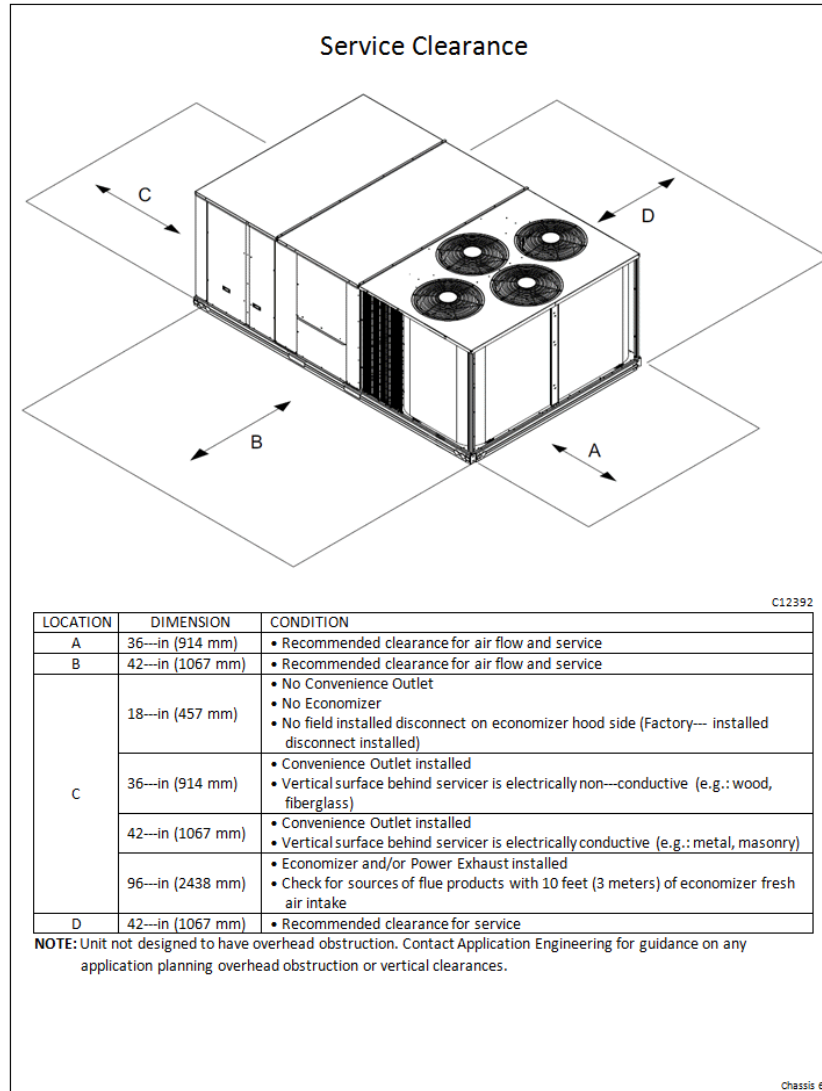


SHEET 3 OF 3	DATE 10/09/13	SUPERCEDES 10/26/10	48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	50HE501158	REV D
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Certified Drawing for RTU-20

Project: Yorkville Beecher
Prepared By:

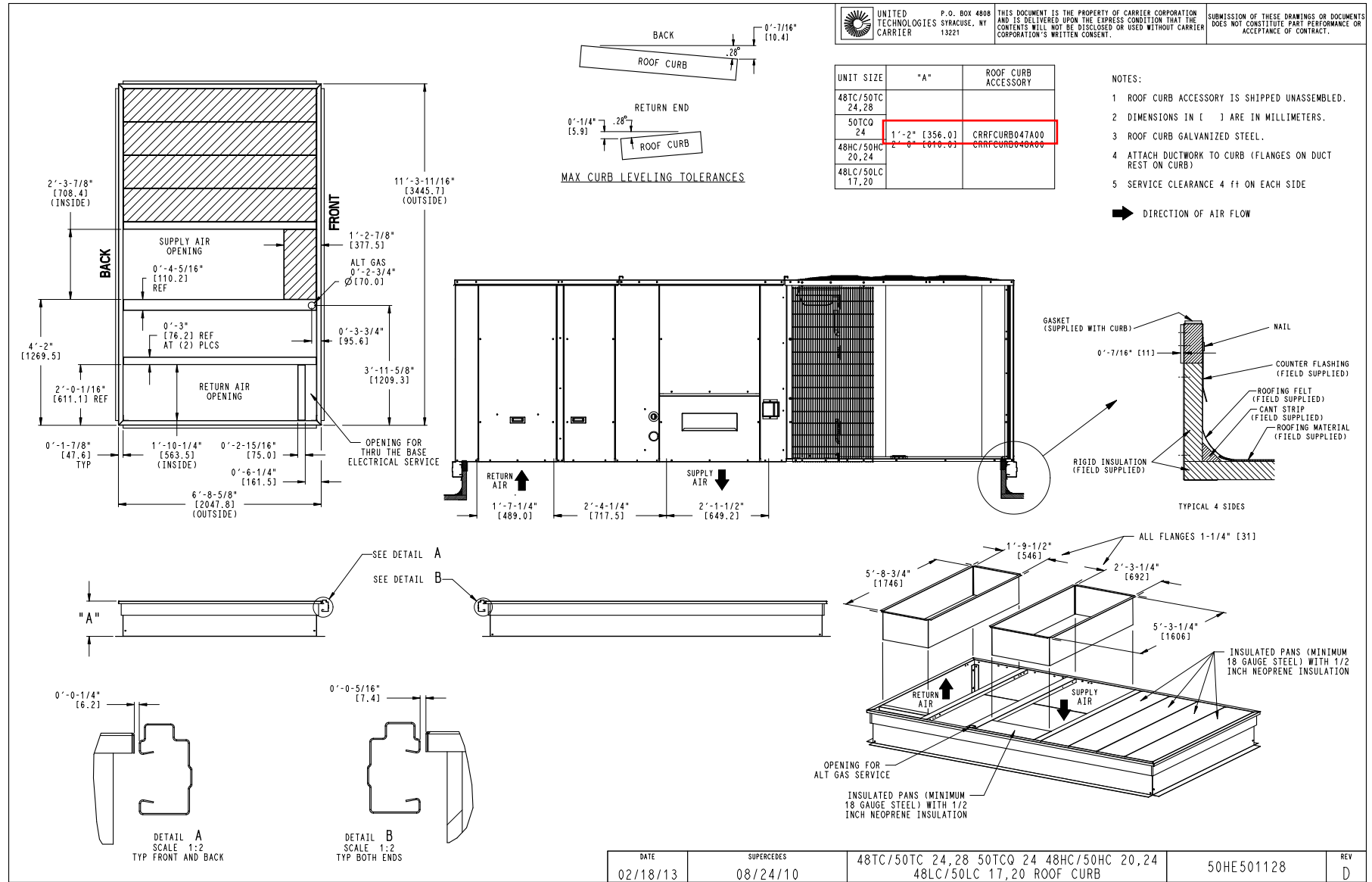
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Certified Drawing for RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM



Performance Summary For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Part Number:48TCFE25A7A5-0A0J0

ARI EER: 10.80
IEER (Max Cooling at Normal Cooling Design Mode): 12.4

Base Unit Dimensions

Unit Length: 141.5 in
Unit Width: 86.4 in
Unit Height: 57.4 in

Operating Weight

Base Unit Weight: 2247 lb
High Heat: 113 lb
Two stage Cooling with Humidi-MiZer: 120 lb
High Static Option - Horizontal Models: 16 lb
2 Speed Fan Controller (VFD) and Non-Fused Disconnect: 35 lb

Accessories

14-inch Tall Roof Curb: 255 lb
Total Operating Weight: 2786 lb

Unit

Unit Voltage-Phase-Hertz: 208-3-60
Air Discharge: Horizontal
Fan Drive Type: Belt
Actual Airflow: 8000 CFM
Site Altitude: 0 ft

Cooling Performance

Condenser Entering Air DB: 95.0 F
Evaporator Entering Air DB: 80.0 F
Evaporator Entering Air WB: 67.0 F
Entering Air Enthalpy: 31.44 BTU/lb
Evaporator Leaving Air DB: 58.3 F
Evaporator Leaving Air WB: 57.2 F
Evaporator Leaving Air Enthalpy: 24.50 BTU/lb
Gross Cooling Capacity: 249.60 MBH
Gross Sensible Capacity: 187.10 MBH
Compressor Power Input: 16.90 kW
Coil Bypass Factor: 0.104

Heating Performance

Heating Airflow: 8000 CFM
Entering Air Temp: 70.0 F
Leaving Air Temp: 107.5 F
Gas Heating Input Capacity: 320.0 / 400.0 MBH
Gas Heating Output Capacity: 260.0 / 324.0 MBH
Temperature Rise: 37.5 F
Thermal Efficiency (%): 81.0

Supply Fan

External Static Pressure: 1.50 in wg
Options / Accessories Static Pressure
Humidi-MiZer Dehumidification System: 0.08 in wg
Total Application Static (ESP + Unit Opts/Acc.): 1.58 in wg
Fan RPM: 1111
Fan Power: 10.06 BHP
NOTE: The Selected Indoor Fan Motor requires a Field-Supplied Drive (RPM Range: 941 - 1100).

Electrical Data

Voltage Range: 187 / 253

Performance Summary For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Compressor #1 RLA:	30.1
Compressor #1 LRA:	225
Compressor #2 RLA:	30.1
Compressor #2 LRA:	225
Indoor Fan Motor Type:	HIGH
Indoor Fan Motor FLA:	28.5
Combustion Fan Motor FLA (ea):	0.52
Power Supply MCA:	102.2
Power Supply MOCP (Fuse or HACR):	125
Disconnect Size FLA:	109
Disconnect Size LRA:	625
Electrical Convenience Outlet:	None
Outdoor Fan [Qty / FLA (ea)]:	4 / 1.5

Electrical Data (Unit produced on or after May 16, 2016)

Compressor #1 RLA:	28.2
Compressor #1 LRA:	239
Compressor #2 RLA:	28.2
Compressor #2 LRA:	239
Power Supply MCA:	98
Power Supply MOCP (Fuse or HACR):	125
Disconnect Size FLA:	105
Disconnect Size LRA:	653

May 16, 2016 and beyond units can be identified by serial number 2116P15272 and higher

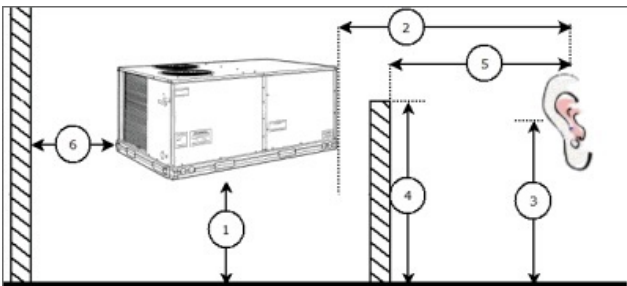
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Rating:	87.0 db
Sound Power Levels, db re 10E-12 Watts	

	Discharge	Inlet	Outdoor
63 Hz	95.8	95.9	95.6
125 Hz	91.5	80.6	87.5
250 Hz	83.8	74.0	84.2
500 Hz	82.6	65.7	84.2
1000 Hz	77.7	60.9	81.7
2000 Hz	75.9	56.7	77.9
4000 Hz	75.3	49.9	73.2
8000 Hz	67.9	39.1	66.3
A-Weighted	85.1	72.9	86.5

Advanced Acoustics



Advanced Acoustics Parameters

1. Unit height above ground:	30.0 ft
------------------------------	---------

Performance Summary For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

2. Horizontal distance from unit to receiver:.....**50.0** ft
3. Receiver height above ground:.....**5.7** ft
4. Height of obstruction:.....**0.0** ft
5. Horizontal distance from obstruction to receiver:.....**0.0** ft
6. Horizontal distance from unit to obstruction:.....**0.0** ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	95.6	87.5	84.2	84.2	81.7	77.9	73.2	66.3	96.9 Lw
B	69.4	71.4	75.6	81.0	81.7	79.1	74.2	65.2	86.5 LwA
C	63.2	55.1	51.8	51.8	49.3	45.5	40.8	33.9	64.5 Lp
D	37.0	39.0	43.2	48.6	49.3	46.7	41.8	32.8	54.1 LpA

Legend

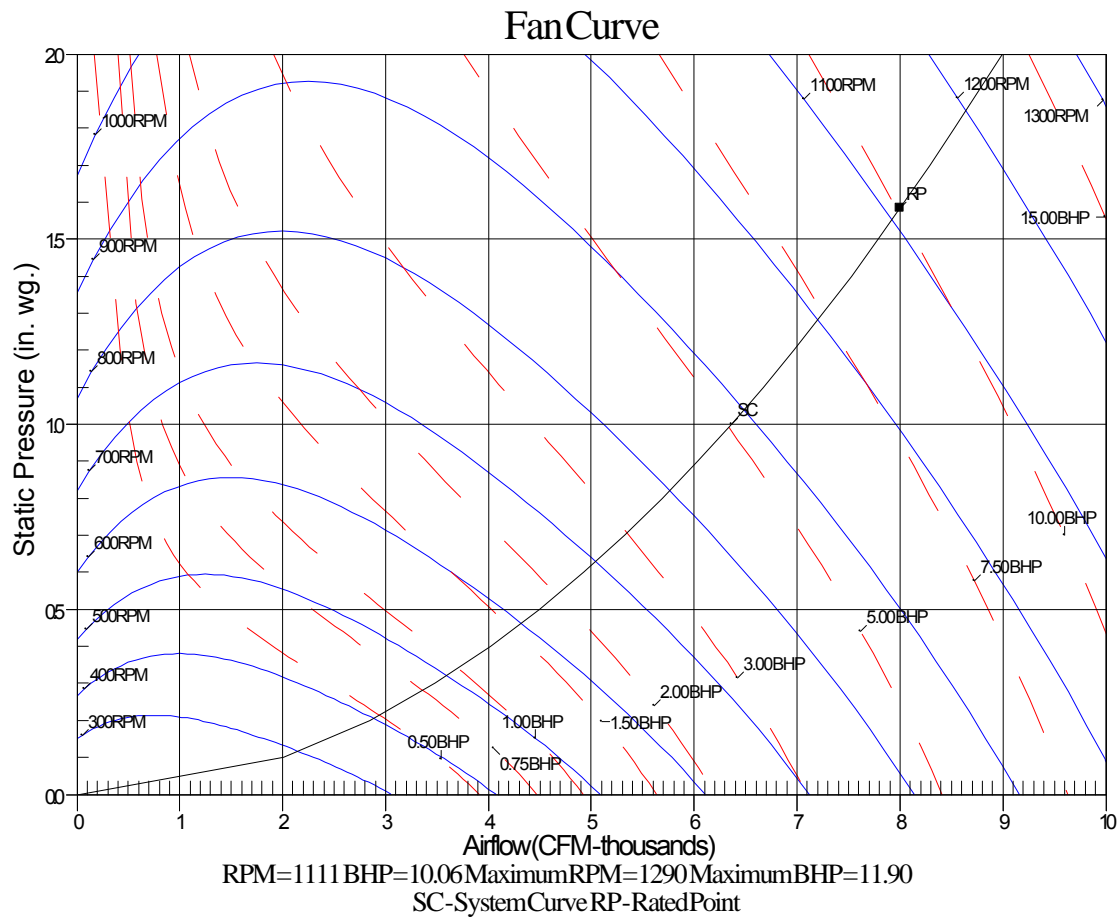
- A Sound Power Levels at Unit's Acoustic Center, Lw
- B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
- C Sound Pressure Levels at Specific Distance from Unit, Lp
- D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.

Performance Summary For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM



RTU-17.5

**Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report**

Unit Report For RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Unit Parameters

Unit Model:.....**48TCEE21A7A5-0A0J0**
Unit Size:.....**21 (17.5 Tons)**
Volts-Phase-Hertz:.....**208-3-60**
Heating Type:.....**Gas**
Duct Cfg:.....**Horizontal Supply / Horizontal Return**
Medium Heat
Two stage Cooling with Humidi-MiZer

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**11' 9.5"**
Unit Width:.....**7' 2.375"**
Unit Height:.....**4' 1.375"**
*** Total Operating Weight:.....**2614 lb**

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Unit Configuration

High Static Option - Horizontal Models
Al/Cu - Al/Cu
Base Electromechanical Controls
Non-Fused Disconnect
Standard Packaging
2-Speed indoor fan motor controlled by VFD
Humidi-MiZer™ Adaptive Dehumidification System

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

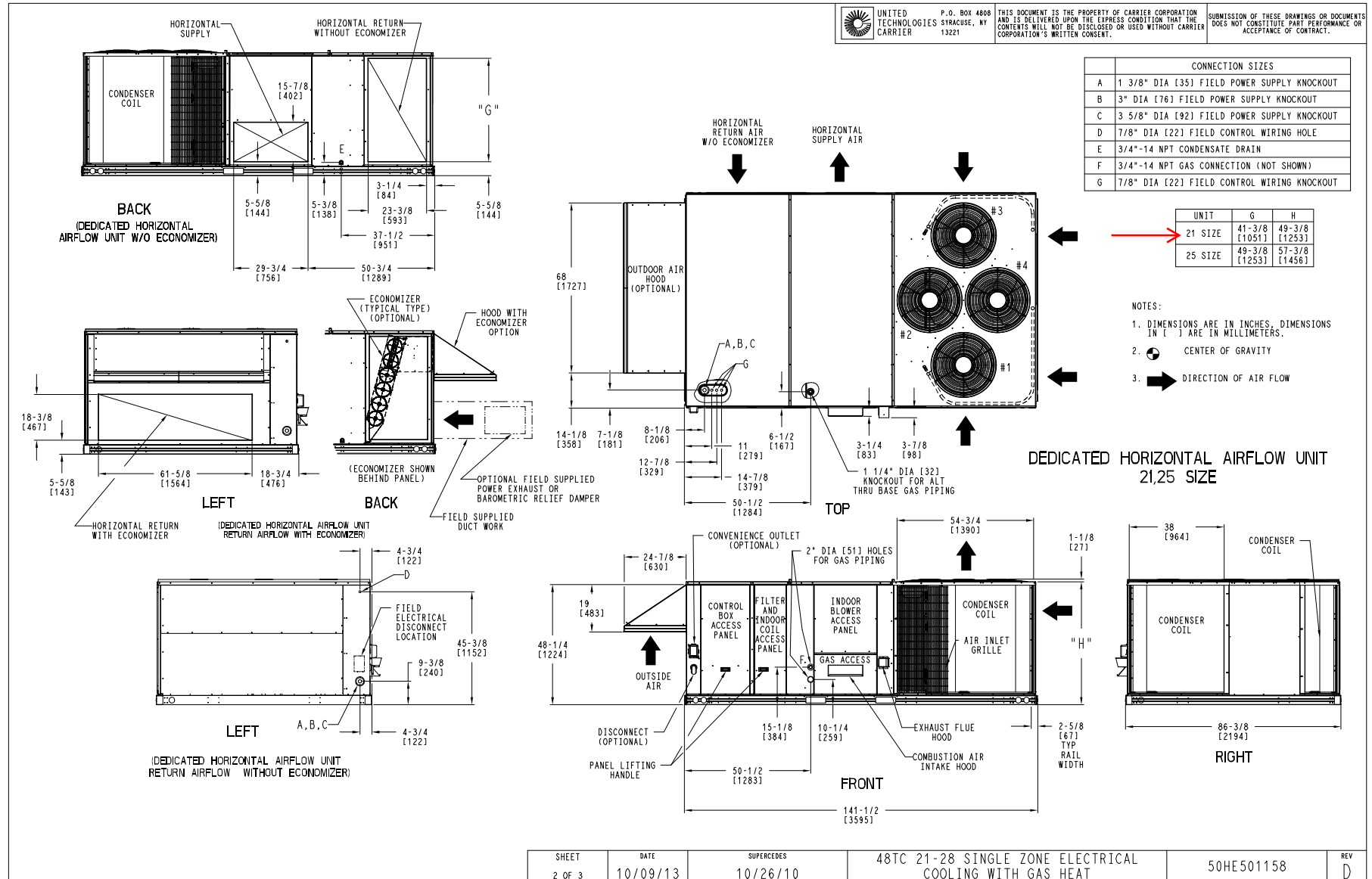
Ordering Information

Part Number	Description	Quantity
48TCEE21A7A5-0A0J0	Rooftop Unit	1
	Base Unit	
	High Static Option - Horizontal Models	
	None	
	2 Speed Fan Controller (VFD) and Non-Fused Disconnect	
Accessories		
CRRFCURB047A00	14-inch Tall Roof Curb	1

Certified Drawing for RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM



Certified Drawing for RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

UNIT	OUTDOOR COIL TYPE	STD UNIT WEIGHT *		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.		
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z
48TC24	MCHX	1989	904	383	174	540	245	623	283	442	201	46 1/8 [1172]	82 7/8 [2105]	16 1/2 [419]
48TC28	MCHX	2118	963	408	186	575	261	664	302	471	214	46 1/8 [1172]	82 7/8 [2105]	19 [483]
48TC21	RTPF	2102	956	474	215	390	177	593	269	582	265	47 1/2 [1207]	71 1/4 [1810]	16 1/2 [419]
48TC24	RTPF	2072	942	558	254	548	249	479	217	487	221	40 5/32 [1020]	70 [1778]	16 1/2 [419]
48TC25	RTPF	2247	1021	540	246	556	253	598	272	581	264	44 5/8 [1133]	71 5/8 [1819]	19 [483]
48TC28	RTPF	2197	999	571	259	564	256	528	240	534	243	41 21/32 [1058]	70 1/4 [1784]	19 [483]

RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)
MCHX - NOVIATION (ALUM/ALUM)

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.

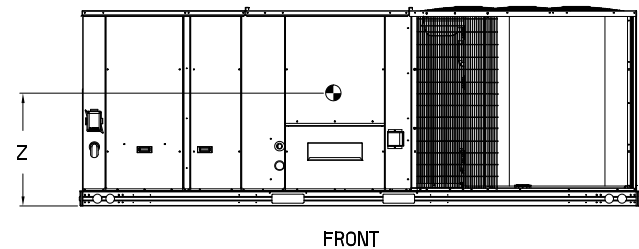
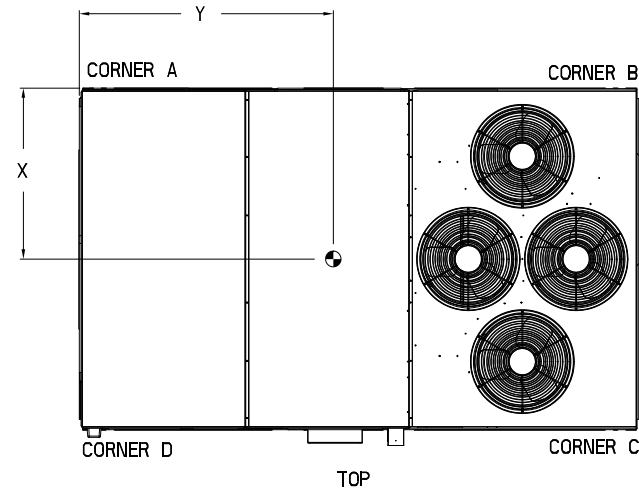


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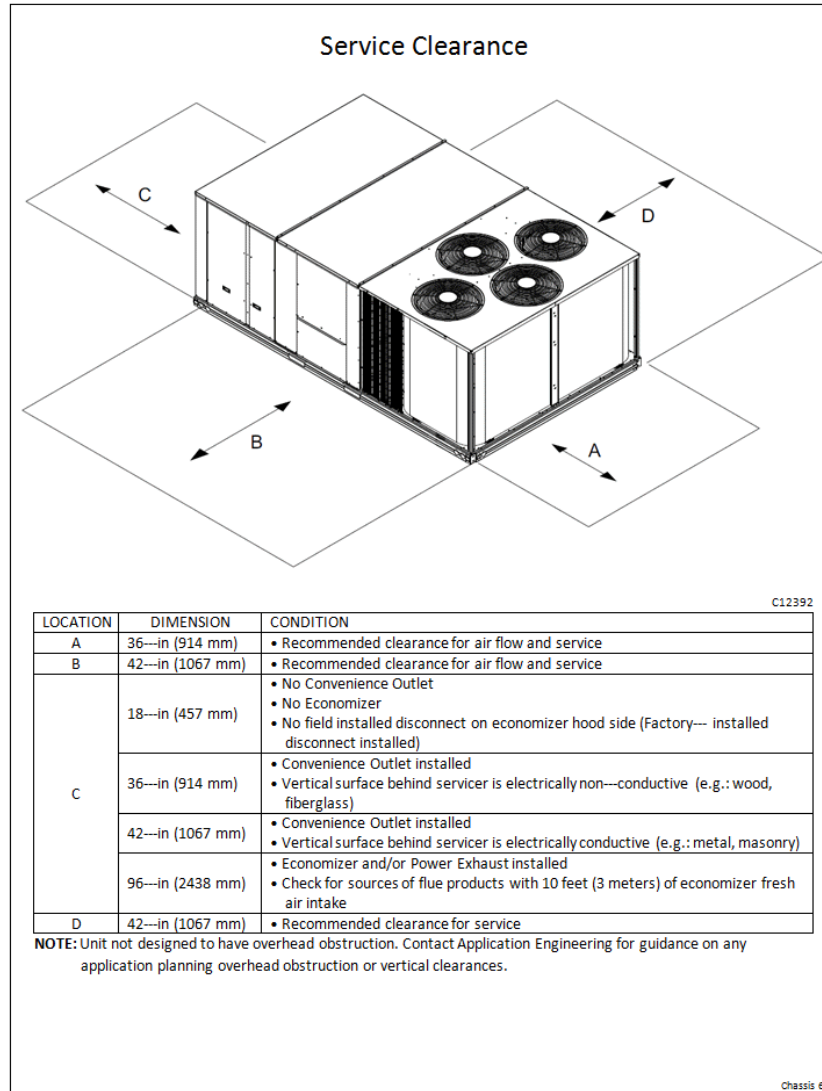


SHEET 3 OF 3	DATE 10/09/13	SUPERCEDES 10/26/10	48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	50HE501158	REV D
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Certified Drawing for RTU-17.5

Project: Yorkville Beecher
Prepared By:

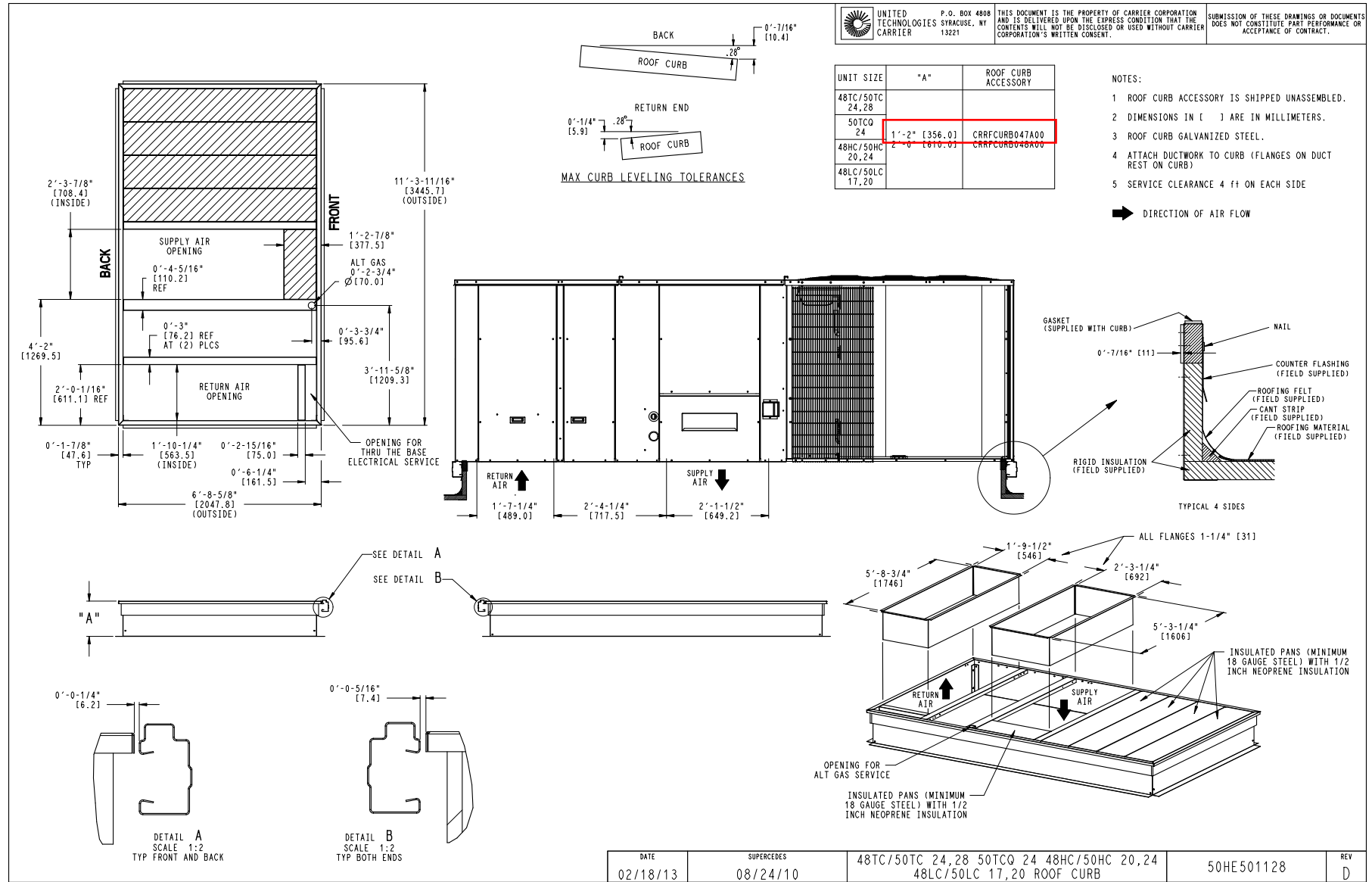
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Certified Drawing for RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
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Performance Summary For RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Part Number: 48TCEE21A7A5-0A0J0

ARI EER: 10.80
IEER (Max Cooling at Normal Cooling Design Mode): 12.7

Base Unit Dimensions

Unit Length: 141.5 in
Unit Width: 86.4 in
Unit Height: 49.4 in

Operating Weight

Base Unit Weight: 2102 lb
Medium Heat: 90 lb
Two stage Cooling with Humidi-MiZer: 120 lb
High Static Option - Horizontal Models: 12 lb
2 Speed Fan Controller (VFD) and Non-Fused Disconnect: 35 lb

Accessories

14-inch Tall Roof Curb: 255 lb
Total Operating Weight: 2614 lb

Unit

Unit Voltage-Phase-Hertz: 208-3-60
Air Discharge: Horizontal
Fan Drive Type: Belt
Actual Airflow: 7350 CFM
Site Altitude: 0 ft

Cooling Performance

Condenser Entering Air DB: 95.0 F
Evaporator Entering Air DB: 80.0 F
Evaporator Entering Air WB: 67.0 F
Entering Air Enthalpy: 31.44 BTU/lb
Evaporator Leaving Air DB: 58.8 F
Evaporator Leaving Air WB: 57.9 F
Evaporator Leaving Air Enthalpy: 24.97 BTU/lb
Gross Cooling Capacity: 214.08 MBH
Gross Sensible Capacity: 168.46 MBH
Compressor Power Input: 14.34 kW
Coil Bypass Factor: 0.091

Heating Performance

Heating Airflow: 7350 CFM
Entering Air Temp: 70.0 F
Leaving Air Temp: 101.6 F
Gas Heating Input Capacity: 248.0 / 310.0 MBH
Gas Heating Output Capacity: 200.0 / 251.0 MBH
Temperature Rise: 31.6 F
Thermal Efficiency (%): 81.0

Supply Fan

External Static Pressure: 0.85 in wg
Options / Accessories Static Pressure
Humidi-MiZer Dehumidification System: 0.09 in wg
Total Application Static (ESP + Unit Opts/Acc.): 0.94 in wg
Fan RPM: 943
Fan Power: 6.33 BHP
NOTE: Selected IFM RPM Range: 835 - 1021

Electrical Data

Voltage Range: 187 / 253

Performance Summary For RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Compressor #1 RLA:	27.6
Compressor #1 LRA:	191
Compressor #2 RLA:	25
Compressor #2 LRA:	164
Indoor Fan Motor Type:	HIGH
Indoor Fan Motor FLA:	17.1
Combustion Fan Motor FLA (ea):	0.52
Power Supply MCA:	82.6
Power Supply MOCP (Fuse or HACR):	100
Disconnect Size FLA:	87
Disconnect Size LRA:	451
Electrical Convenience Outlet:	None
Outdoor Fan [Qty / FLA (ea)]:	4 / 1.5

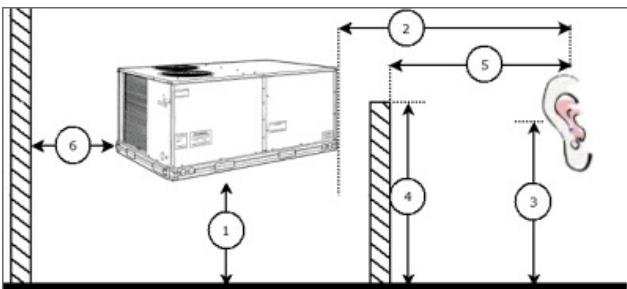
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Rating:	84.0 db
Sound Power Levels, db re 10E-12 Watts	

	Discharge	Inlet	Outdoor
63 Hz	92.4	92.1	92.2
125 Hz	86.2	75.7	83.9
250 Hz	78.8	70.2	80.4
500 Hz	78.3	62.9	81.8
1000 Hz	72.6	57.3	78.7
2000 Hz	71.0	52.8	76.5
4000 Hz	70.9	46.6	72.2
8000 Hz	62.2	34.9	65.4
A-Weighted	80.4	69.0	84.1

Advanced Acoustics



Advanced Acoustics Parameters

1. Unit height above ground:	30.0 ft
2. Horizontal distance from unit to receiver:	50.0 ft
3. Receiver height above ground:	5.7 ft
4. Height of obstruction:	0.0 ft
5. Horizontal distance from obstruction to receiver:	0.0 ft
6. Horizontal distance from unit to obstruction:	0.0 ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
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Performance Summary For RTU-17.5

Project: Yorkville Beecher
Prepared By:

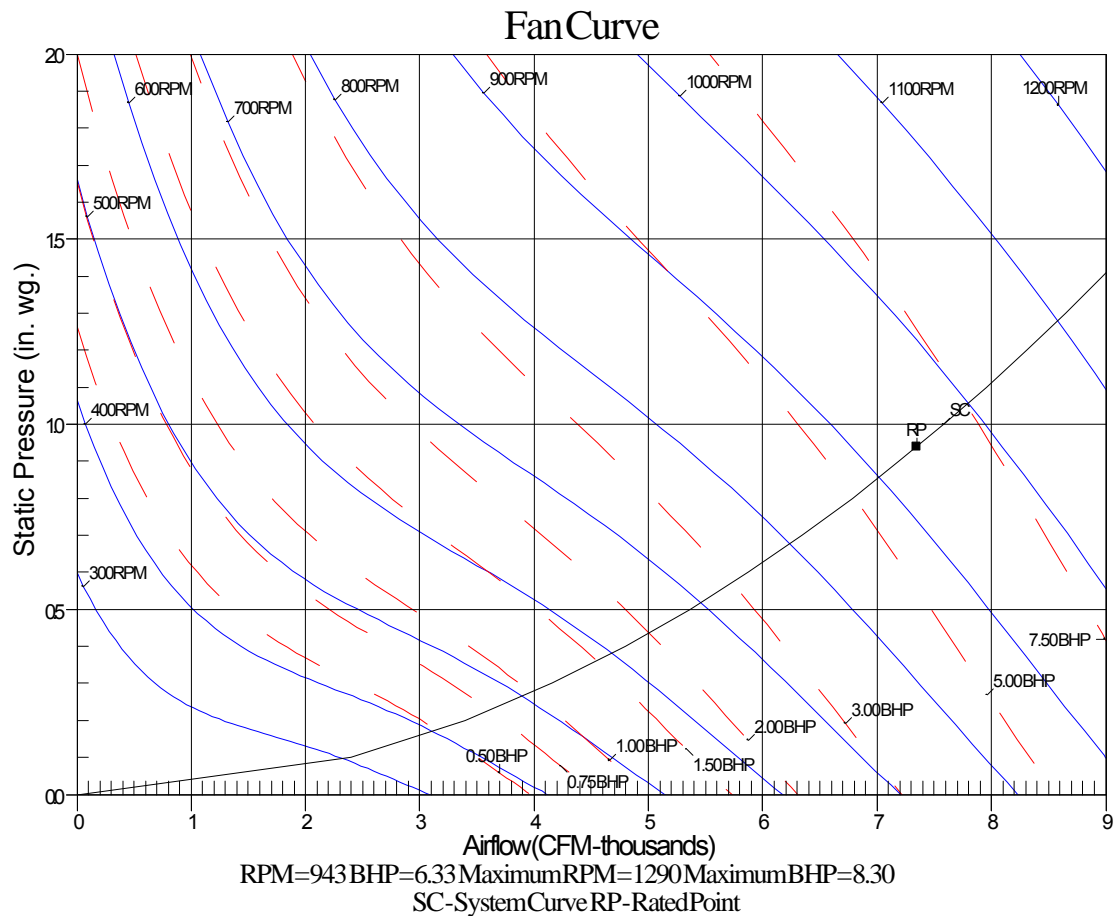
05/14/2018
11:18AM

A	92.2	83.9	80.4	81.8	78.7	76.5	72.2	65.4	93.6	Lw
B	66.0	67.8	71.8	78.6	78.7	77.7	73.2	64.3	84.1	LwA
C	59.8	51.5	48.0	49.4	46.3	44.1	39.8	33.0	61.2	Lp
D	33.6	35.4	39.4	46.2	46.3	45.3	40.8	31.9	51.7	LpA

Legend

- A Sound Power Levels at Unit's Acoustic Center, Lw
- B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
- C Sound Pressure Levels at Specific Distance from Unit, Lp
- D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.





5/24/18

United City of Yorkville
HVAC System Replacement at the Beecher Center
Attn: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

To whom it may concern,

After reviewing the base bid options and total bid package I have found it necessary to reach out to you as soon as possible regarding some pricing issues. I understand RJ O'Neil had a base bid that was significantly lower than the competitor. I would like to spell out a few things on our scope of work to explain some pricing differences.

The first item is the biggest. Addendum #1 states that the ductwork is to be stainless steel with internal liner for exterior and attic space, and THE EXTERIOR ductwork is to be wrapped for a water tight seal. In my scope of work and estimate I only included to wrap the exterior portion of the ductwork before it enters the attic space with a weatherproof aluminum. I believe the competitor had figured an energy code of 3" insulation and venture clad aluminum jacketing for the entire ductwork trunk line. The pricing difference of this material and work is a total of \$40,000.00. If you are willing to accept a change in price for this insulation cost it would not only be appreciated, it would still be at a lower cost than the competitor price.

The second item is the RTU manufacture. RJO included to use Carrier for the Rooftop units. These units come with multiple options and I have included them in our scope of work according to the specifications stated on the bid form. If the city would like an alternate price to use TRANE for a unit model RJ O'Neil can provide that to match your specific needs.

The third item is the cost difference to install (1) weather hood for the existing condenser discharge openings. I will admit I missed to include (2) of them which I am not adding any cost for. I simply wanted to point that out since there was only one listed on the bid form.

The fourth item for explanation is very simple. I have included the controls portion of the bid to be programmable stand- alone thermostats with wiring to the units. I did not include any internet wiring to a building automation system or specialty wiring to tie into a different monitoring center.

Fifth and last comment for bid review was the labor for demolition. I have a separate sub-contractor performing this work and I believe the labor hours are drastically lower on our bid due to this.

I hope this project and bid package can be discussed further so RJ O'Neil can perform this work for you in a timely and cost effective manner. We work very hard to develop customer relationships and stand behind our craftsmanship and work ethics. I feel if these items cannot be discussed and allowance is not granted for the price increases mentioned then I do not feel comfortable accepting



the contract amount presented. I apologize for the mistakes made on this bid package but I am very confident that RJO can perform this work to the highest standards to ensure your satisfaction. I am always available to discuss any other concerns you may have along with offering any other HVAC & Plumbing needs. Please contact me directly after this letter has been reviewed and I hope we can work together on this. Thank you for the opportunity and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, which appears to read "David Grey". The signature is fluid and cursive, with a long horizontal line extending from the end of the name across the page.

David Grey
Construction Manager
RJ O'Neil Mechanical Contractors

UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "Owner" and _____ located at _____ hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "Contract Documents".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR: *Trico Mechanical, Inc.*

By: _____



Signature

Ronald Rudolph President

Print Name and Title