

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, September 18, 2018 6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: August 21, 2018

New Business:

- 1. PW 2018-82 Verizon Lease Agreement 610 Tower Lane
- 2. PW 2018-83 Budget Amendment and Purchase of Calcium Chloride and Storage Tank
- 3. PW 2018-84 Blackberry Woods (Phase B) Development Status
- 4. PW 2018-85 Whispering Meadows Units 1, 2, & 4 Completion of Improvements

Old Business:

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, September 18, 2018 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:		
MINUTES FOR CORRECTION/APPROVA	<u>NL</u> :	
1. August 21, 2018 ☐ Approved ☐ As presented ☐ With corrections		
NEW BUSINESS:		
1. PW 2018-82 Verizon Lease Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda? Y N —	

 ☐ Moved forward to CC ☐ Approved by Committee ☐ Bring back to Committee ☐ Informational Item 	
3. PW 2018-84 Blackberry Woods (Phase December 1997) Moved forward to CC	consent agenda? Y N
4. PW 2018-85 Whispering Meadows C Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes	consent agenda? Y N

ADDITIONAL BUSINESS:



Reviewed	l By
	•

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

	_		_
Agenda	Item	Num	ıber

Minutes

Tracking Number

Agenda Item Summary Memo

	Agenda	i item Summary Memo
Title: Minutes of the	e Public Works Com	nmittee – August 21, 2018
Meeting and Date:	Public Works Com	nmittee – September 18, 2018
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Act	tion Taken:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Committee	Approval
Submitted by:	Minute Taker	:
	Name	Department
	Ag	genda Item Notes:

DRAFT

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE Tuesday, August 21, 2018, 6:00pm Yorkville City Hall, Conference Room 800 Game Farm Road

IN ATTENDANCE:

Committee Members

Chairman Joel Frieders Alderman Seaver Tarulis Alderman Jackie Milschewski Alderman Ken Koch

Other City Officials

City Administrator Bart Olson Engineer Brad Sanderson, EEI

Public Works Director Eric Dhuse

Other Guests:

Alex Adams, Troop #131

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

Citizen Comments: None

<u>Previous Meeting Minutes</u>: July 17, 2018 The minutes were approved as presented.

New Business:

1. PW 2018-73 Water Department Reports for April, May and June 2018

Eric Dhuse summarized the water reports and said a large amount of water was treated consistent with summertime usage. This moves to City Council consent agenda.

2. PW 2018-74 Request to Purchase Two Public Works Trucks and to Dispose of a 2004 Truck

Mr. Dhuse said he wishes to purchase two vehicles, one from the water fund and one from capital funds. One of the current vehicles has very high mileage. He said the new 'Boss' is a very heavy duty truck and parts are interchangeable. This moves to the consent agenda.

3. PW 2018-75 Caledonia Subdivision – Release of Maintenance Guarantee

Mr. Sanderson said the improvements were accepted in February 2017 and one year was given to complete any new items. The developer had not completed the list in the spring and put up a \$60,000 guarantee to finish the work. The work is now done and he recommended full release of the funds. This moves to the consent agenda.

4. PW 2018-76 Casey's Yorkville - Acceptance

Casey's is now open and had sanitary sewer, watermain and sidewalk work to complete. Mr. Sanderson recommended acceptance of improvements and there will be a letter of credit reduction. It was noted the Casey's property does not extend to the corner and a portion of that area is owned by Marker. Alderman Koch noted a Marker-owned sign seems to block the view at the intersection, however, the sign is permitted. Mr. Olson will ask staff to re-check. This moves to the consent agenda.

5. PW 2018-77 Fox Highlands – Raintree Village Water Main Interconnect – ComEd Easement An application was submitted to ComEd to cross their right-of-way and they have now provided easement documentation. The City Attorney reviewed the documents and execution of the documents is now recommended to move forward with construction. The construction contract was awarded two months ago. The easement is 20 feet. This moves to the consent agenda.

6. PW2018-78 Well No. 3 - Bid Results

Bids were taken in July for watermain repiping and demolition of the building. Mr. Sanderson recommended awarding the bid to Performance Construction and Engineering in the amount of \$118,800. They submitted one of three bids. They are a local company and did underground work on Eldamain. This moves to the consent agenda.

7. PW 2018-79 Spring Street Parking

A resident asked Mr. Dhuse to look at Spring and Church to establish a 'no parking zone'. He said the road is only 18.5 feet wide. If cars park on both sides, the resident's driveway is blocked or cars are parked in the resident's yard. Mr. Dhuse recommended to eliminate parking on the south side for safety reasons and Alderman Koch noted the problem is particularly bad during baseball season, school and holidays. Chairman Frieders asked that documentation be given to the baseball team and there will be signs erected. This moves to consent agenda.

8. PW 2018-80 Sidewalk Program Review

Alderman Frieders said he had complaints from his neighborhood regarding the condition of sidewalks. Alderman Milschewski said some of the sidewalk by Alderman Plocher's residence is old and missing and there is no sidewalk on Mill to the river. A chart of sidewalks needing repair was presented by Mr. Dhuse and he said concrete is very expensive now. Alderman Koch noted an ADA section on Walsh had buckled so it will be checked. There is between \$7,000-\$10,000 budgeted for sidewalk repair. Ms. Milschewski suggested a program similar to Road to Better Roads and EEI has already done surveys of the sidewalks. It was suggested this matter could be discussed at the City Council goal-setting. The lack of sidewalks by YIS was discussed and it was noted that schools are not mandated to have them. Chairman Frieders asked if trails could be installed in place of sidewalks. Each situation must be evaluated for drainage issues and right-of-way and some older areas have very small front yards. This is for information.

9. PW 2018-81 CMAP Water Governance Report

Mr. Olson referred to memos regarding options for future water. The options are: a joint facility with Oswego and Montgomery, wholesale water service, privatization, public/private partnerships, commission form and JAWA. He stated the parameters for both commission and JAWA. Committee members said JAWA made sense and it makes sense to have elected officials on a Board. If the city joined the DuPage Water Commission, the city would have a seat on the Board. Mr. Olson said the next decision to be made is if the city takes part in a Fox River intake. It is not known at this time, what decisions Oswego and Montgomery have made.

Old Business:

1. PW 2018-56 ADA Transition Plan

Mr. Sanderson said the previously presented plan needs to be adopted. Chairman Frieders asked that one of the maps be revised to reflect Whispering Hills is completed, prior to the approval. Alderman Koch noted that Walsh Drive is also complete now. It was also noted that the website must be ADA-compliant. This moves to the consent agenda.

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

The committee previously requested that bids be obtained. Four were received and the low bid contained math errors. The low bidder switched to Pizzo and Associates. Alderman Koch asked if the company who had an erroneous bid was aware. Mr. Sanderson added that just prior to the bid, the City Attorney informed the city that prevailing wages did not have to be used for maintenance projects. Chairman Frieders noted that the city saved \$20,000. This moves to the consent agenda.

3. PW 2018-70 Ground Effects Sidewalk

Mr. Dhuse and Mr. Sanderson had presented some costs at a previous meeting and also discussed that Public Works could perform some of the work to reduce costs. Concrete would cost \$50,000 while asphalt would cost about \$25,000. Mr. Koch said there is high use of the existing path and it makes sense to install a path connection giving access for Heritage Woods residents. Mr. Olson said a budget amendment could be done or done at staff level. Alderman Koch remarked this improvement would connect 3 subdivisions and a senior facility. The committee decided to move approval of the project to the City Council regular agenda.

Additional Business:

Alderman Milschewski asked about the sidewalk near the Groner residence--it will be started soon. She also inquired about the sight line issue at Van Emmon and Heustis. Mr. Olson said a \$250 fine was levied the previous night and the matter is continued to October 8th. If the fence is cut so it's outside of the sight distance triangle, the fine could be reduced or eliminated. There are currently \$70,000 worth of fines. The staff also recommended to keep the signs on Heustis and remove them from Van Emmon.

Chairman Frieders addressed poor visibility near Home Depot and Blackberry Shores due to decorative grass in the road median. A resident recently had an incident there. City personnel will look at it.

Ms. Milschewski said the road striping is very poor on Countryside Parkway and Rt. 47 near Menards heading west. Mr. Frieders also noted a nearby turn lane that buckled this summer. It is scheduled to be repaired.

Alderman Koch questioned the lack of mowing all summer by Roadhouse and Walgreens. There is a judgment on this property and the city will be mowing it. Mr. Olson noted that the city has a full-time property maintenance inspector position that will be filled soon so that next year there will be enough personnel to monitor such properties. Mr. Dhuse added that last year the property owner was doing a punchlist and maintained the property, but neglected it this year.

There was no further business and the meeting was adjourned at 7:03pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



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

Agenda Item Number
New Business #1
Tracking Number
PW 2018-82

Agenda Item Summary Memo

Title: Verizon Lease	e Agreement	
Meeting and Date:	Public Works Committee - Sept	ember 18, 2018
Synopsis: Proposed	lease agreement for cell antenna	on the water tower at 610 Tower Ln.
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red: Positive	
Council Action Req	uested: Approval	
Submitted by:	Eric Dhuse	Public Works
	Name	Department
	Agenda Item N	lotes:



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: September 11, 2018

Subject: Verizon water tower space lease

Summary

Verizon is proposing to construct a cellular antenna array on the water tower located at 610 Tower Ln. This array would not be located on top of the tower, but would be located around the neck of the tower just below the ball.

Background

The City Council approved a site access agreement for this project back in October of 2017. Since that time, we have been working with Verizon to make sure that the lease agreement and plans are acceptable to us.

The proposed lease is very similar to our other cellular leases as far as approval of equipment, installation, maintenance, access, and upgrading equipment. This lease is proposed to be an initial term of 5 years with an additional three (3) automatic extensions of five (5) years each for a total of 20 years. The annual payment will be \$34,800 paid in monthly payments of \$2900. After the first year, there is an automatic 3% increase each year of the total annual rent for the previous lease year.

Our City Attorney's office, City Engineers and myself have reviewed the lease agreement and the plans and are satisfied with the design and proposed lease language.

Recommendation

I recommend to approve the lease agreement as presented. I would ask that this be placed on the September 18, 2018 Public Works Committee for discussion. If you have any questions or need further information, please let me know.

Ordinance No.	2018-
---------------	-------

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A WATER TOWER LEASE AGREEMENT WITH

CHICAGO SMSA LIMITED PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS

(Water Tower at 610 Tower Lane)

WHEREAS, the United City of Yorkville (the "City")is a duly organized, and validly existing non home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the City has the authority to enter into leases of City property pursuant to section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, Chicago SMSA Limited Partnership has requested to lease a portion of the property adjacent and on the water tower at 610 Tower Lane to install telecommunications equipment and antenna structures on the water tower with easement rights for access to the property and tower; and,

WHEREAS, the City pursuant to the above authority hereby finds that entering into this lease agreement is in the best interest of the City.

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

- **Section 1:** The Corporate Authorities of the United City of Yorkville hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.
- **Section 2:** That the lease agreement between the United City of Yorkville and Chicago SMSA Limited Partnership entitled, *WATER TOWER LEASE AGREEMENT*, ("Lease Agreement") attached hereto and incorporated herein as Exhibit A is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Lease Agreement.
- **Section 3:** That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Lease Agreement.
- **Section 4:** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City C	ouncil of the United Ci	y of Yorkville, Kendall County	·,
Illinois this day of	f	, 2018.	
		CITY CLERK	
CARLO COLOSIMO		KEN KOCH	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER _	
CHRIS FUNKHOUSER		JOEL FRIEDERS _	
SEAVER TARULIS			
Approved by me, as	Mayor of the United Ci	ty of Yorkville, Kendall County	7 ,
Illinois, this day o	f	, 2018.	
		MAYOR	

WATER TOWER LEASE AGREEMENT

This Agreement, made this day of	, 2018, between United City of
the Village of Yorkville, a body politic and corporate of the S	tate of Illinois, with its principal offices
at 800 Game Farm Road, Yorkville, Illinois 60560, hereina	fter designated LESSOR and Chicago
SMSA Limited Partnership d/b/a Verizon Wireless, an Illino	is limited partnership with its principal
offices at One Verizon Way, Mail Stop 4AW100, Basking	Ridge, New Jersey 07920 (telephone
number 866-862-4404), hereinafter designated LESSEE.	LESSOR and LESSEE are at times
collectively referred to hereinafter as the "Parties" or individ	ually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space ("the Tower Space") on LESSOR's water tower, hereinafter referred to as the "Tower", located at 610 Tower Lane, Yorkville, Illinois 60560, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with an area of floor space within the enclosed base of the Tower (the "Equipment Space") sufficient for the installation of LESSEE's equipment cabinets; together with the non-exclusive right ("the Right of Way") for ingress and egress, subject to the provisions of Paragraph 13, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Somonauk Street, to the Equipment Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Equipment Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Equipment Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

- 2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.
 - 3. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Four Thousand Eight Hundred and 00/100 Dollars (\$34,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, United City of Yorkville, Attention: Finance Director, 800 Game Farm Road, Yorkville, Illinois 60560 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a

form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

- LESSOR shall, at all times during the Term, provide access to electrical service and telephone service within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR, with the initial proposed location as listed in Exhibit B. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.
- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 5. <u>EXTENSION RENTALS</u>. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

6. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in

appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE The initial installation shall be in accordance with the plans attached as Exhibit B. Notwithstanding the foregoing, if LESSEE desires to make any interior or exterior improvements which vary from plans attached hereto as Exhibit B, including but not limited to increasing the number of antennas and Tower mounted equipment within the leased Tower Space as shown on Exhibit A, the plans for such improvements shall be submitted to and are subject to LESSOR's approval, such approval not to be unreasonably denied. As used in this paragraph, such improvements do not include the replacement of existing equipment or antennas with new, same or "like kind" replacements. It is also acknowledged by LESSEE that it must comply with the standards and guidelines set forth in a letter presented by Engineering Enterprises, Inc. dated March 12, 2018 as incorporated in Exhibit D herein in connection with its initial installation of LESSEE's communications equipment, antennas, appurtenances and utilities. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole

discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE agrees that it will include the other Party as an additional insured as their interest may appear under this Agreement.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.
- 13. <u>ACCESS TO TOWER</u>. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall

furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE and shall have twenty-four (24) hour, seven (7) days a week access to its Premises for the purposes set forth in this Agreement, but shall notify LESSOR prior to accessing the Tower at least twenty-four (24) hours in advance by calling the Director of Public Works at (630) 878-7102. LESSEE may also gain access to Tower on an emergency basis, which term shall be defined as any time LESSEE's communications facility shall become partially or completely inoperable, also by calling (630) 878-7102 prior to accessing the Tower. In the event LESSEE must perform repair or installation to LESSEE equipment on the exterior of the Tower, it shall also coordinate such installation activity with LESSOR.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers, except to the extent it relates to the specific placement and use of LESSEE's equipment. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation

- and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.
- INTERFERENCE. LESSEE agrees to install equipment of the type and frequency 15. which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any afterinstalled LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- Mithin ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
- 17. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
- 18. <u>RIGHT OF FIRST REFUSAL</u>. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel

of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

- 19. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
- 20. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 21. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
- 22. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict

performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

- 23. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- 24. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
- 25. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: United City of the Village of Yorkville

800 Game Farm Rd. Yorkville, IL 60560

LESSEE: Chicago SMSA Limited Partnership

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 26. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 27. <u>SUBORDINATION AND NON-DISTURBANCE</u>. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which

from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice

of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.
- CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of

12

the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

- 34. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 35. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
- 36. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 37. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

	LESSOR:
	United City of the Village of Yorkville
The state of the s	By:
WITNESS	Name:
	Its:
	Date:
	LESSEE:
	Chicago SMSA Limited Partnership d/b/a Verizon Wireless
	By: Cellco Partnership, its general partner
	By:
WITNESS	Name:
	Its:
	Date:

Exhibit "A"

(Legal Description of Premises within Property)

Description of Property:

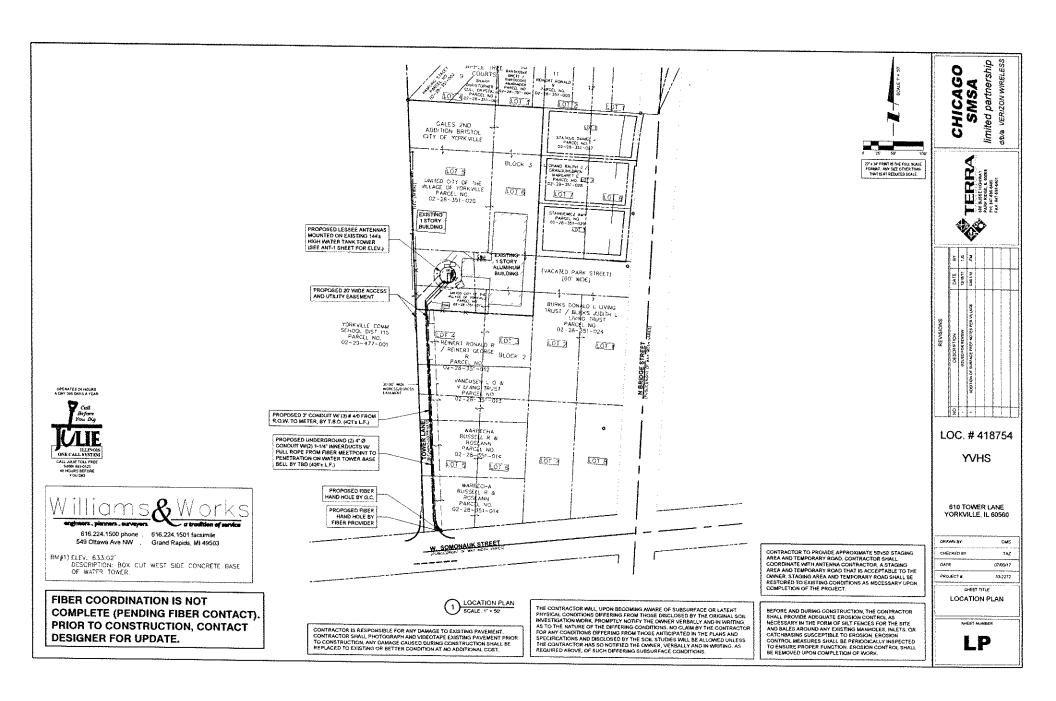
Description of Premises:

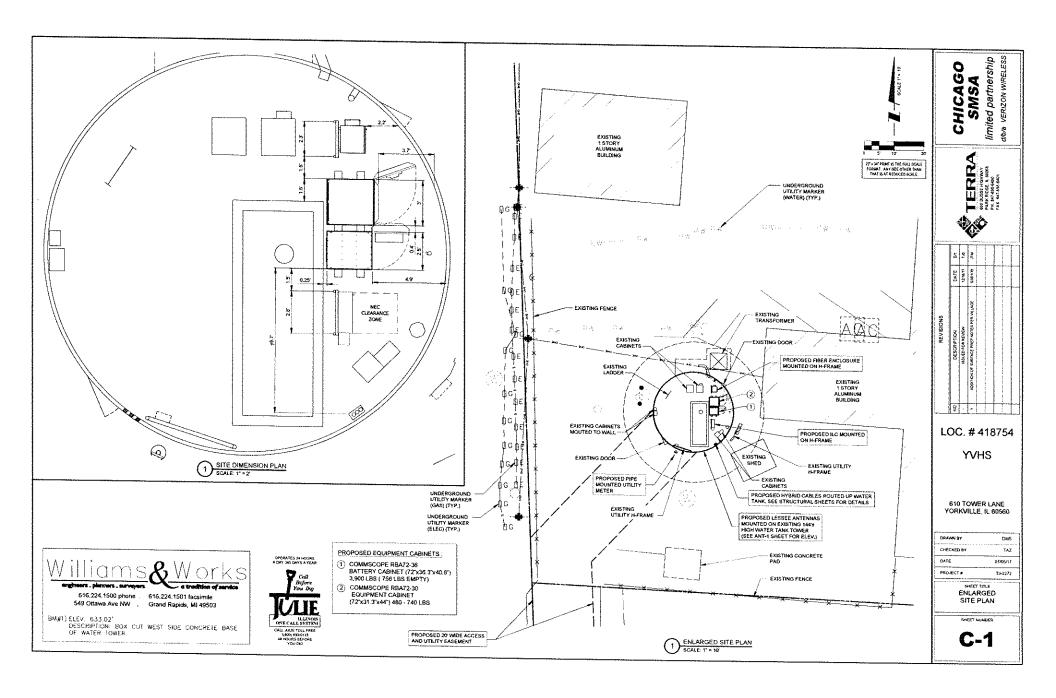
(to be added upon final approval by parties)

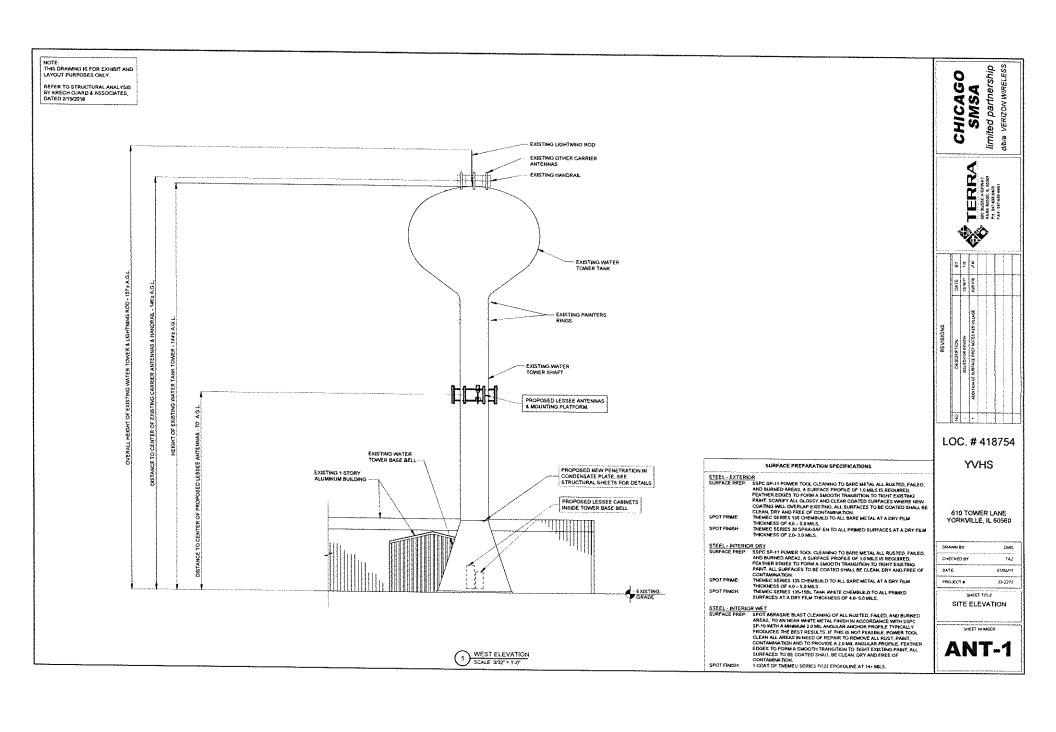
Exhibit "B"

Lessee's Premises and Proposed Installation and Permitted Equipment

(see attached plans)







Į.
□NO

eit Name ocation i		·	9MHS \$80718	ar e	ļ.,	Cell 10				90	07
ate of Re			2/5/2018	AF Engineer Morket	Acremy Litz	Address		j		610 to	ner in
					Chicago - HH	CHy/State/Zip				Yorkylle	E, 60560
		227	PROPO	SED CONFIGUR	ATION			Corri	guration		on-A2
	3		enna .	Antenna		Antenna Serial		1	1		
Sector	Pos	Port	RF Path	Manufacturer	Antenna Model	Number	Centerine	Aviousta	Variable Tilt	Mechanical	
	ĺ	4.1 (146)	Unused at this time	1			- Constitute	- AL FINGES	Value III	Till	Action
	ļ	12 (-85)	Unused at this time	į		ļ					1
	A1	H2 (45)	Unused at this time Unused at this time	4	1					1	
	1	H3 (+45)	Unused at this time	ŧ							
	5	114 (-15)	Unused at this time	1		ŀ	-		1	1	1
		41 (+45)	LTE C - Retaz/LESO Re/tuz LTE C - Reta3/LESO Re/tuz								
		1.2 (-45)	LTE C - RETAB/LESO RE/TES	1					200/5, 850/5	1	
	42	H1 (+45)	LPCS - RuTKO	COMMISCORE			1			1	
	3	H2 (-45)	LPCS - RxTx1	COMMENTARE	NHH-658-423		10	340	2	0	Add- Inst
		113 (145)	LPCS - RoTh2 LPCS - RoTh3							i	
A Price		L1 (+45)	Universel at this time			ļ		Ĺ,,	,	1	i
•	ŀ	1.2 (-45)	Unused at this time	1						1	
	23	H1 (+45)	Unused at this time	1		1				1	
	~	N2 (-45)	Unused at this time	1						Ì	
		H3 (+45)	Unused at this time	1		1					
		H4 (-45)	Unused at this time			1)		ĺ	
		L1 (+45)	LTE C - Rutho/LBSC Az/Tid			T		 -			
	1	L2 (45)	LTE C - RaTe 1/LBSO De/Te1	1		1		1	700/5, 850/5		1
	A	H2 (-45)	AWS - RETED AWS - RETES	COMMSCORE	NHH-658-926	l	70	60		1 .	
		L1 (+45)	AWC. P.Tu?	1		i	70	ou.	1	0	Acti inst
		L2 (-45)	AWS - ReTx2 AWS - ReTx3						1	1	
	_	£17+45	Unused at this time								
		L2 (-45)	Unward at this time	{							
	84	H1 (+45)	Unused at this time	[
	D-1	72 45)	Unused at this time	§							
		H3 (+45)	Unused at this time								
		114 43)	Unused at this time								
		L1 (+45)	LTE C - RETAZ/LESO RE/TAZ								
		L2 (40)	LTE C - RETUS/LESO RE/TYS						700/5, 850/5		
	B2	M7 (440)	LPCS - Ratio	COMMSCOPE	NNH-658-828		70				
		H3 (+45)	LPCS - Rathet LPCS - Rathet			1	70	180	2	6	Add- Inst
5		H4 (-45)	LPCS - RaTe3			Į.			2		
Det.		L1 (+45)	Unused at this time		****				*		
		L2 (-45)	Unused at this time	1		1					
-	83	HT (+45)	Unused at this time	1		1					
		H2 (-45)	Unused 31 this time							1	
		ИЗ (+45)	Unused at this time)					
		11(46)	Unused at this tiese LTE C - ReTub/LESO RayTed				į				
		1.2 (-45)	LTE C - RaTes/LBSO Ra/Tes	{					700/5 850/5		
		1/1 /+45	AWS RATED						70075, 85075		
	84	H2 (-45)	AWS - RETES	COMMSCORE	NHH-658-829		70	180	1	0	Add- Ins E
		L1 (+45)	AWS - RETEZ							ا	ADD- INSE
		1.2 (-45)	AWS - RETZS						1		
		Lt (+45)	United at this time								
		L2 (-45)	Dougant at this time]					
	61	111 (140)	Unused at this time			1					
	٧.	H2 (-45)	Unused at this time			1					
		N3 (NAS)	Unused at this time Unused at this time								
		14 (44)	Unused at this time				1				
		, , , , , , , ,	L18 C - 94142/L850 Rg/Tg2					-			
		H1 (+45)	LTE C - Refet/LESO Re/Ted LPCS - Refed						700/5, 850/5		
	œ	H2 (-45)	LPCS - Refir:1	COMMISCORE	NHH-658-428		70	300	2		
e :		H3 (+45)	LPCS - RaTe2					~~	2		
5		H4 (-45)	LPCS - RaTes	1			1		2		
BAHMA		£1 (+45)	Unused at this time		·						
- 1								-		1	
	G3 .	117 (+ 65)	Unused at this time			[*******		
		772 (****)	Unused at this time			i l					
		H4 (-45)	Unused at this time Unused at this time								
1	,	L1 (+45)	LITE C - RETRO/LESO RY/TED	h							
		L2 (-45)	LTE C - RuTicl/1850 Ru/Ticl						200/5, 850/5		
	G4	HT (+45)	AWS - RaTeD						- 5470, 630/3		
	-	H2 (-45)	AWS - RxTp()	COMMSCOPE	NHH-658-428		20	300		0	Add-Insta
		L1 (-45)	AWS - RETEL					,		_	
		L2 (-46)	AWS - Rates	L					1		

		HYBRIC	LENGTH		
	AT GRO	UND		UCTURE	
SECTOR	HOR (±)	VER (±)	HOR (±)	RAYCAP CL (±)	TOTAL (±)
MAIN	10"	8'	12"	70	100'

		FINAL CON	FIGURATION			
	Location	Manufacturer	Compone	nt Model	Count	-
49	Top (Platform)	Ericsson	4449 B		3	
Ē	Top (Platform)					
Ē	Top (Platform)	Ericsson	8843 B	66/B2	3	
휸	Top (Platform)					
Components	Top (Platform)					
	Top (Platform)	Raycap	RCMDC-33	15-PF-48	3	_
Passive	Top (Platform)					
as	Bottom (Shelter)					_
	Bottom (Shelter)	Raycap	RCDMDC-452	0-RM-48-2M	2	
	Bottom (Shelter)					
	Sector	Coax Manufacturer	Туре	Size	Count	
	Alpha					-
ă	Beta					_
Coax	Gamma		-			
_	Raycap	Andrew	HFT1206- 24S49-XXX	1 5/8	3	

CHICAGO
SMSA
limited partnership



		_			-	T	_
	à	Sr.					
	CATE	121M17	81/10/0				
REVISIONS	DESCRIPTION	ルボハヨw WOw ロ むなむ	ADDATON OF SURFACE PREP NOTES PER VILLAGE				
Ĺ	ş	٠,	- }	Ξ		7	

LOC. # 418754 YVHS

610 TOWER LANE YORKVILLE, IL 60560

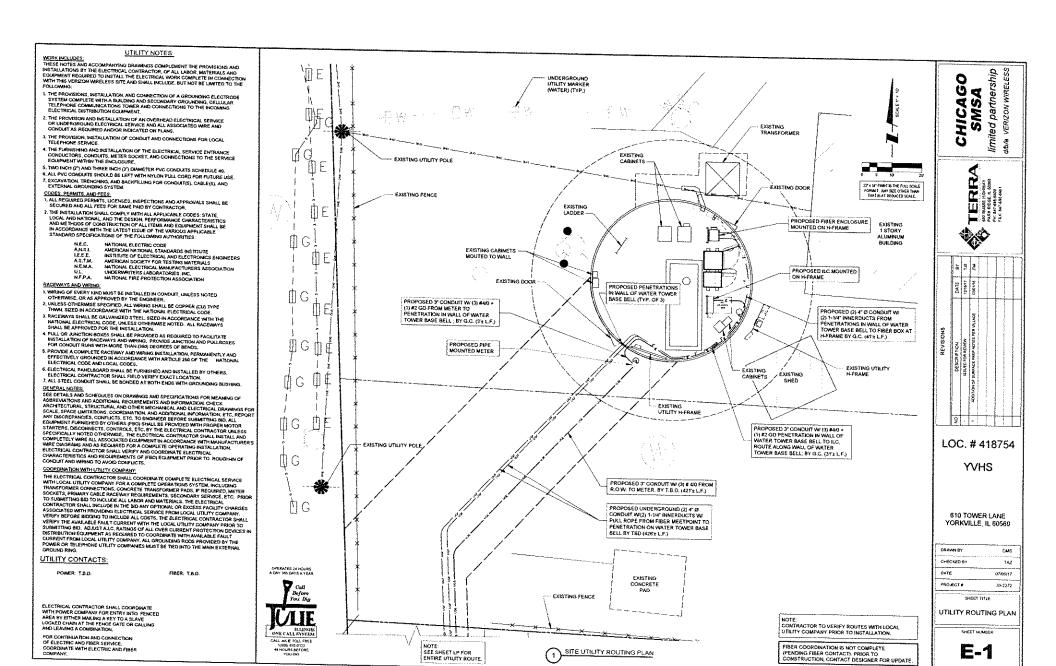
DMS	DRAWN BY
SAT	HÉCKED BY
07/05/17	MIE
33-2272	PROJECT #

ANTENNA INFORMATION

SHEET NEAMOR

ANT-2

2 COMBINER CABLE DATA INFORMATION



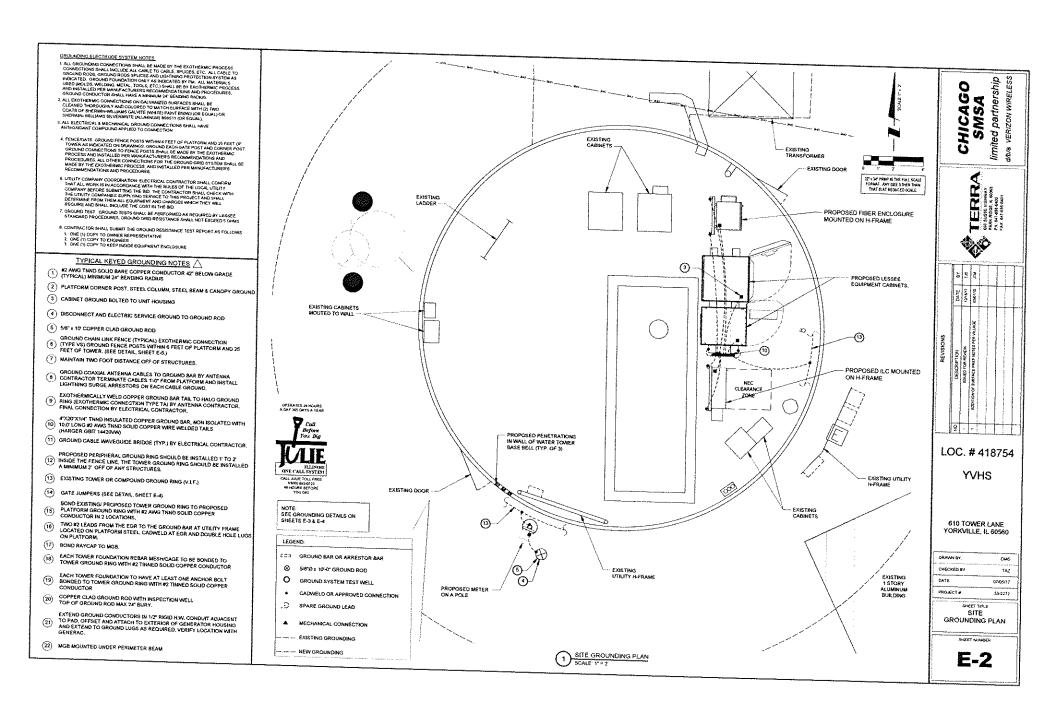


Exhibit "C"

Survey

(final to be included upon approval of parties as to site design)

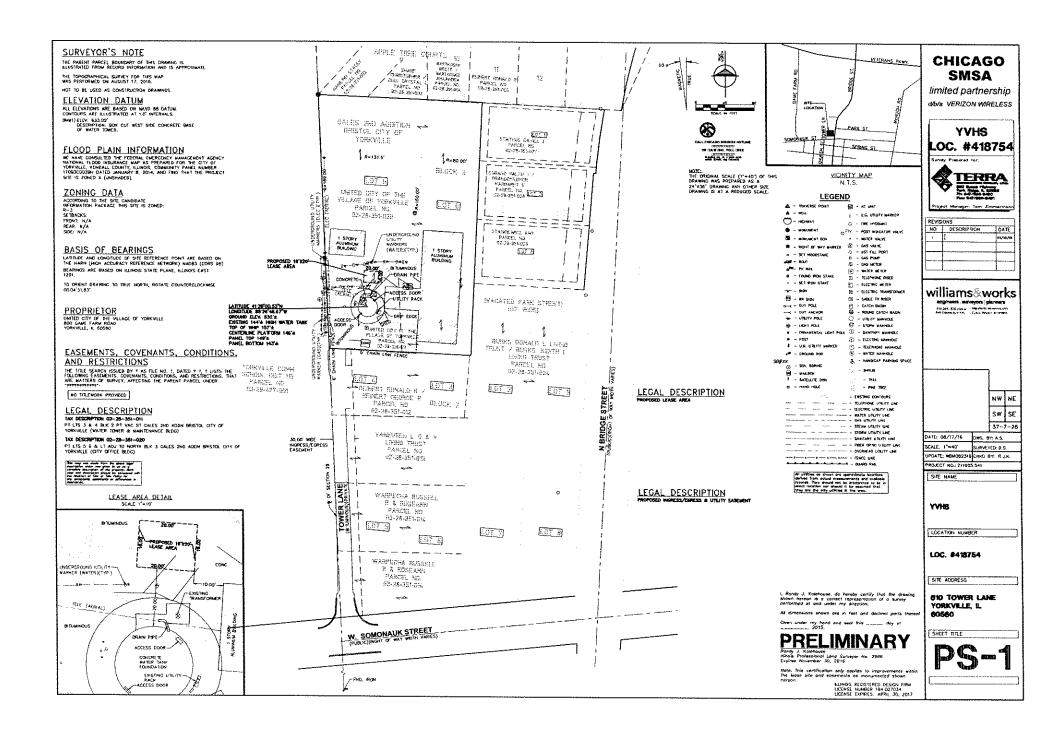


Exhibit "D"

Installation Guidelines and Requirements

(See attached letter from Engineering Enterprises, Inc. dated March 12, 2018)



March 12, 2018

Mr. Bryan Lazuka Chicago SMSA (Verizon) 1515 Woodfield Road Schaumburg, IL 60173

Re: Chicago SMSA (Verizon) - Tower Lane Water Tower

610 Tower Lane

Location Number 418754

Dear Mr. Lazuka:

We have received and reviewed the revised Verizon permit request, including:

Verizon Location Number: 418754, Site Name: YVHS, 610 Tower Lane, Yorkville, IL 60560

Our review of these plans/permit is to generally determine the plan's compliance with City ordinances and whether the improvements will conform to existing City systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans.

- 1. The proposed electric and fiber conduits shall be installed at the ground level along the wall of the tank.
- 2. Provide NIER report of verification of compliance with FCC RF emission standards. This report shall be completed by a qualified independent third party.
- 3. Provide documentation indicating that any new equipment will not interfere with current tenant equipment on the tank.
- 4. The contractor shall confirm with the building department if a building permit is required.
- 5. The Contractor shall notify the Public Works Department (630/553-4370) a minimum of 48 hours in advance of any work.
- 6. A current certificate of insurance of the contractor performing the work shall be submitted to the City. Engineering Enterprises, Inc. (including its Agents, Subcontractors, and Employees) shall also be endorsed onto the policy as Additional Insured.

- 7. Recognizing the need for improvements to occur, all telecommunication improvements shall be performed in a non-destructive manner. The improvements shall be completed in accordance OSHA requirements and shall furthermore not detract from the aesthetics of the tank.
- 8. All obsolete cables and electrical shall be completely removed, appropriate tank repairs shall be made to make the conditions safe as approved by the City.
- 9. All improvements shall be completed in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the premises.
- 10. Any required welding shall conform to the applicable provisions of AWWA D-100, latest revision. All welders must be ASME Certified. Any welding on the tank must be authorized in writing.
- 11. The site shall be restored to like or better condition than the existing conditions. The method of repair for the pavement near the tank shall be approved by the Director of Public Works. All conduits shall be directionally drilled. No open cutting of the pavement shall be allowed.
- 12. A post construction on-site review of the work will be completed to ensure that the construction has been completed to the satisfaction of the City and/or their representative.
- 13. It is the contractor's responsibility to contact JULIE prior to digging. The contractor shall be aware of all utility crossings accordingly, even if they are not shown on the attached utility maps.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

MWS

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

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

Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)

Mr. Eric Dhuse, Director of Public Works (via e-mail)

Mr. Pete Ratos, Building Inspector (via e-mail)

JAM, MWS, EEI (via e-mail)



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

Agenda Item Number
New Business #2
Tracking Number
PW 2018-83

Agenda Item Summary Memo

Title: Fiscal Year 20	19 – General & Vehicle & Equipm	nent Fund Budget Amendments				
Meeting and Date:	Public Works Committee – Septer	mber 18, 2018				
Synopsis: Please see	e attached memo.					
Council Action Prev	iously Taken:					
Date of Action: N/A	Action Taken:					
Item Number:						
Type of Vote Requir	red: Supermajority (6 out of 9)					
Council Action Requ	uested: Approval					
Submitted by:	Rob Fredrickson	Finance				
	Name	Department				
Agenda Item Notes:						



Memorandum

To: Public Works Committee

From: Eric Dhuse, Public Works Director

Rob Fredrickson, Finance Director

Date: September 12, 2018

Subject: Fiscal Year 2019 Budget Amendment

Summary

Amend the Fiscal Year 2019 (01) General Fund and (25) Vehicle & Equipment Fund budgets for the purposes of purchasing liquid calcium chloride, a storage tank and a material pump in order to enhance winter snow and ice removal operations.

Background

In an ongoing effort to improve our snow and ice removal services for the residents of Yorkville, I would like to add the use of liquid calcium chloride to our tool box. When mixed properly with salt brine, it can lower the freezing point of water even lower than the -6F that brine provides by itself. This means that at night or during very cold periods, the snow and ice will not attach to the pavement which, in turn, makes it much easier to remove with the snowplow. In addition, we will be able to use the brine/calcium chloride mixture in our anti-icing operations before the storm to give us more protection from ice and snow bonding with the cold pavement. Will this prevent all snow from sticking to the pavement? No, but it will give us a better chance of clearing the streets with less snow sticking to the pavement which means fewer passes, which means a happier motoring public, less expense, less wear and tear on the equipment and less fatigue on our drivers.

The attached budget amendment would increase the Operating Supplies line item in the Street Department (i.e. General Fund) by \$7,600 in order to purchase 12,000 gallons of liquid calcium chloride for the upcoming winter season; and increase the Equipment line item in the Public Works Capital cost center of the Vehicle & Equipment Fund by \$6,200, for the purposes of procuring the required storage tank and material pump. This increased cost in the Vehicle & Equipment Fund should be more than offset by Public Work Capital Fee revenue, which is already at the FY 2019 budgeted amount of \$72,000 at the end of August. The proposed budgetary increase in the General Fund is merely precautionary, as the additional cost of the calcium chloride would likely be absorbed by other Street Department line items coming in under budget. However, should the calcium chloride be purchased without a budget amendment, there is a potential risk that the Street Department could end up slightly over budget at the end of the current fiscal year.

As a general reminder, nothing is perfect when it comes to clearing ice and snow from the roadways. Having as many options in our tool box as possible is the best thing we can do to be able to prepare for any situation and be ready to clear the roads to the best of our ability.

Recommendation

Staff recommends approval of the attached ordinance. In addition, a memorandum from Purchasing Manager Parker has been included for your review and consideration, which covers the proposed budgetary expenditures in further detail.

Ordinance No. 2018-

AN ORDINANCE AUTHORIZING THE EIGHTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2018 AND ENDING ON APRIL 30, 2019

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2018-26 on April 10, 2018 adopting an annual budget for the fiscal year commencing on May 1, 2018 and ending on April 30, 2019; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the General and Vehicle & Equipment funds with respect to the United City of Yorkville's 2018-2019 Budget are hereby approved.

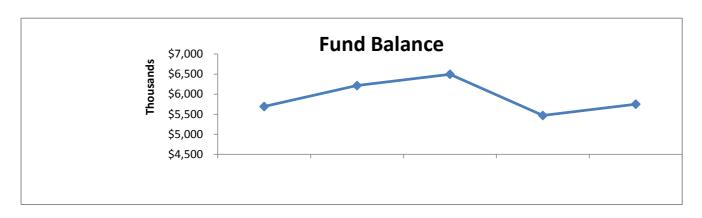
Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Cour	ncil of the United Ci	ty of Yorkville, Kendall Coun	ty, Illinois this
day of	, 2018.		
		CITY CLERK	
CARLO COLOSIMO _		KEN KOCH	
JACKIE MILSCHEWSKI _		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER _		JOEL FRIEDERS	
SEAVER TARULIS _			
Approved by me, as Ma	ayor of the United C	lity of Yorkville, Kendall Cou	nty, Illinois, this
day of	, 2018.		
		MAYOR	

GENERAL FUND (01)

The General Fund is the City's primary operating fund. It accounts for major tax revenue used to support administrative and public safety functions.

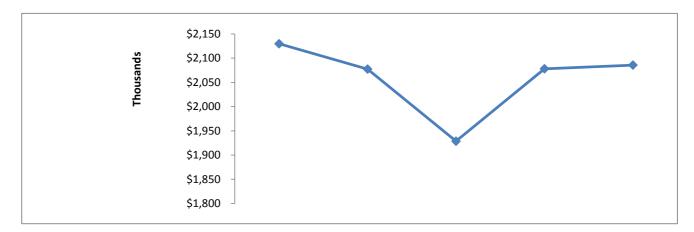
			Unaudited	FY 2019	FY 2019
	FY 2016	FY 2017	FY 2018	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
Darrama					
Revenue	10 220 020	10 726 464	10.062.602	11 014 212	11 014 212
Taxes	10,330,920	10,736,464	10,962,693	11,014,213	11,014,213
Intergovernmental	2,311,978	2,235,395	2,296,435	2,512,487	2,512,487
Licenses & Permits	213,451	315,862	364,499	336,000	336,000
Fines & Forfeits	123,639	140,250	123,617	130,400	130,400
Charges for Service	1,401,384	1,465,678	1,508,994	1,535,112	1,535,112
Investment Earnings	6,394	21,197	49,018	20,000	20,000
Reimbursements	113,024	66,449	85,579	55,000	55,000
Miscellaneous	21,919	19,848	19,243	21,750	21,750
Other Financing Sources	7,077	9,645	92,125	18,000	18,000
Total Revenue	14,529,786	15,010,788	15,502,203	15,642,962	15,642,962
-					
Expenditures					
Salaries	3,958,489	4,212,964	4,522,164	4,901,639	4,901,639
Benefits	2,447,779	2,635,062	2,905,833	3,056,457	3,056,457
Contractual Services	4,593,459	4,793,382	4,765,498	5,046,691	5,046,691
Supplies	216,288	197,932	246,655	330,998	338,598
Other Financing Uses	2,448,123	2,649,065	2,779,764	3,044,911	3,044,911
Total Expenditures	13,664,138	14,488,405	15,219,914	16,380,696	16,388,296
Surplus (Deficit)	865,648	522,383	282,289	(737,734)	(745,334)
Ending Fund Balance	5,691,706	6,214,089	6,496,373	5,468,778	5,751,039
	41.7%	42.9%	42.7%	33.4%	35.1%



PUBLIC WORKS DEPARTMENT - STREETS & SANITATION

The Public Works Department is an integral part of the United City of Yorkville. The Street Department maintains a comprehensive road and storm sewer network to ensure the safety and quality of life for the citizens of Yorkville. Disposal of refuse is contracted out to Advanced Disposal.

			Unaudited	FY 2019	FY 2019
	FY 2016	FY 2017	FY 2018	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
E 12					
Expenditures					
Salaries	345,777	362,054	395,459	408,909	408,909
Benefits	178,885	196,446	196,203	197,100	197,100
Contractual Services	1,537,504	1,450,218	1,239,831	1,304,948	1,304,948
Supplies	67,617	68,784	97,088	167,198	174,798
Total Public Works Department	2,129,783	2,077,502	1,928,581	2,078,155	2,085,755



United City of Yorkville General Fund

410

PUBLIC WORKS - STREET OPERATIONS <u>Unaudited</u>						
		FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
Account	Description	Actual	Actual	Actual	Adopted	Amended
Salaries 01-410-50-00-5010	SALARIES & WAGES	329,967	339,927	360,757	382,309	382,309
01-410-50-00-5015	PART-TIME SALARIES	7,709	8,455	8,550	11,600	11,600
01-410-50-00-5020	OVERTIME	8,101	13,672	26,152	15,000	15,000
	Total: Salaries	\$345,777	\$362,054	\$395,459	\$408,909	\$408,909
	Total. Salares	φοιο,	φεσ 2, σε :	φονο, ιον	φισσισσ	ψ100,505
Benefits 01-410-52-00-5212	RETIREMENT PLAN CONTRIBUTION	36,546	37,768	41,337	42,448	42,448
01-410-52-00-5214	FICA CONTRIBUTION	25,567	26,608	29,271	30,161	30,161
01-410-52-00-5216	GROUP HEALTH INSURANCE	106,676	121,383	116,109	115,626	115,626
01-410-52-00-5222	GROUP LIFE INSURANCE	645	610	594	437	437
01-410-52-00-5223	DENTAL INSURANCE	8,406	9,010	7,827	7,363	7,363
01-410-52-00-5224	VISION INSURANCE	1,045	1,067	1,065	1,065	1,065
	Total: Benefits	\$178,885	\$196,446	\$196,203	\$197,100	\$197,100
Contractual Services						
01-410-54-00-5412	TRAINING & CONFERENCES	6,514	2,895	2,603	3,000	3,000
01-410-54-00-5415	TRAVEL & LODGING	-	1,157	706	2,000	2,000
01-410-54-00-5422	VEHICLE & EQUIPMENT CHARGEBACK	194,379	63,626	-	-	-
01-410-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	-	-	-	1,523	1,523
01-410-54-00-5435	TRAFFIC SIGNAL MAINTENANCE	23,108	18,871	8,795	20,000	20,000
01-410-54-00-5440	TELECOMMUNICATIONS	2,449	2,751	3,433	3,500	3,500
01-410-54-00-5455	MOSQUITO CONTROL	7,002	7,142	7,142	7,499	7,499
01-410-54-00-5458	TREE & STUMP REMOVAL	8,225	8,980	5,725	15,000	15,000
01-410-54-00-5462	PROFESSIONAL SERVICES	3,906	6,428	3,089	4,000	4,000
01-410-54-00-5482	STREET LIGHTING	3,296	426	400	9,000	9,000
01-410-54-00-5483	JULIE SERVICES	-	-	-	3,000	3,000
01-410-54-00-5485	RENTAL & LEASE PURCHASE	793	6,162	1,238	6,000	6,000
01-410-54-00-5488	OFFICE CLEANING	-	-	1,164	1,199	1,199
01-410-54-00-5490	VEHICLE MAINTENANCE SERVICES	48,132	30,385	64,919	55,000	55,000
		****	** ** ** * * * * * * 	***	****	4450
	Total: Contractual Services	\$297,804	\$148,823	\$99,214	\$130,721	\$130,721
Supplies						
01-410-56-00-5600	WEARING APPAREL	5,043	4,620	6,632	5,100	5,100
01-410-56-00-5619	SIGNS	-	-	-	15,000	15,000
01-410-56-00-5620	OPERATING SUPPLIES	8,828	5,287	18,832	10,000	17,600
01-410-56-00-5626	HANGING BASKETS	-	-	-	-	-
01-410-56-00-5628	VEHICLE MAINTENACE SUPPLIES	15,265	27,441	27,125	30,000	30,000
01-410-56-00-5630	SMALL TOOLS & EQUIPMENT	3,415	3,270	3,288	6,000	6,000
01-410-56-00-5632	ASPHALT PATCHING	-	-	-	35,000	35,000
01-410-56-00-5640	REPAIR & MAINTENANCE	20,580	12,775	19,339	25,000	25,000
01-410-56-00-5642	STREET LIGHTING SUPPLIES	-	-	-	17,000	17,000

United City of Yorkville General Fund

410

PUBLIC WORKS	STREET OPERATIONS	<u>Unaudited</u>					
		FY 2016	FY 2017	FY 2018	FY 2019	FY 2019	
Account	Description	Actual	Actual	Actual	Adopted	Amended	
01-410-56-00-5665	JULIE SUPPLIES	-	-	-	1,200	1,200	
01-410-56-00-5695	GASOLINE	14,486	15,391	21,872	22,898	22,898	
	Total: Supplies	\$67,617	\$68,784	\$97,088	\$167,198	\$174,798	
	Total: STREET OPERATIONS	<u>\$890,083</u>	<u>\$776,107</u>	<u>\$787,964</u>	<u>\$903,928</u>	<u>\$911,528</u>	

United City of Yorkville General Fund

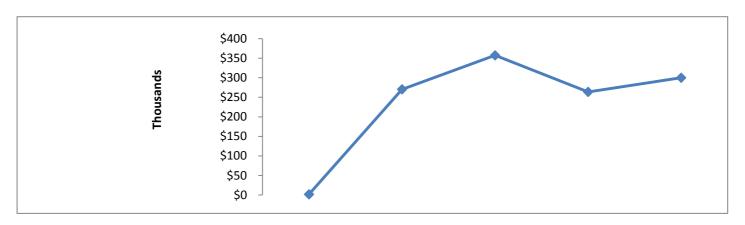
540

PUBLIC WORKS - HEALTH AND SANITATION					<u>Unaudited</u>		
			FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
Account	Descri	ption	Actual	Actual	Actual	Adopted	Amended
Contractual Services							
01-540-54-00-5441	GARB	AGE SERVICES - SENIOR SUBSIDY	33,486	35,103	31,147	32,089	32,089
01-540-54-00-5442	GARB	AGE SERVICES	1,201,414	1,262,212	1,105,630	1,137,138	1,137,138
01-540-54-00-5443	LEAF I	PICKUP	4,800	4,080	3,840	5,000	5,000
	Total:	Contractual Services	\$1,239,700	\$1,301,395	\$1,140,617	\$1,174,227	\$1,174,227
	Total:	HEALTH AND SANITATION	<u>\$1,239,700</u>	<u>\$1,301,395</u>	<u>\$1,140,617</u>	<u>\$1,174,227</u>	<u>\$1,174,227</u>

VEHICLE & EQUIPMENT FUND (25)

This fund primarily derives its revenue from monies collected from building permits, fines and development fees. Revenues are used to purchase vehicles and equipment for use in the operations of the Police, General Government, Public Works Street Operations and Park & Recreation departments.

			Unaudited	FY 2019	FY 2019
	FY 2016	FY 2017	FY 2018	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
Revenue					
Licenses & Permits	89,150	134,050	229,575	120,600	120,600
Fines & Forfeits	11,374	6,608	8,730	6,700	6,700
Charges for Service	374,386	236,948	201,102	216,652	216,652
Investment Earnings	43	86	596	150	150
Miscellaneous	53,073	259,697	1,975	2,000	2,000
Total Revenue	528,026	637,389	441,978	346,102	346,102
Expenditures					
Contractual Services	52,553	31,526	53,799	10,500	10,500
Supplies	-	-	-	36,411	36,411
Capital Outlay	506,175	264,262	228,305	277,241	283,441
Debt Service	73,034	73,034	73,034	73,034	73,034
Total Expenditures	631,762	368,822	355,138	397,186	403,386
Surplus (Deficit)	(103,736)	268,567	86,840	(51,084)	(57,284)
Police Capital Fund Balance	-	-	-	-	23,550
General Gov Capital Fund Balance	-	-	-	-	-
Public Works Capital Fund Balance	-	-	37,930	6,435	3,165
Park & Rec Capital Fund Balance	1,841	270,407	319,317	257,366	273,248
Ending Fund Balance	1,841	270,407	357,247	263,801	299,963



United City of Yorkville Vehicle & Equipment Fund

25
VEHICLE & EQUIPMENT FUND REVENUE

VEHICLE & EQUI	PMENT F	UND REVENUE			<u>Unaudited</u>		
	ъ.	,	FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
Account	Descri	ption	Actual	Actual	Actual	Adopted	Amended
Licenses & Permits 25-000-42-00-4215	DEVE	LOPMENT FEES - POLICE CAPITAL	12,900	32,100	51,511	30,600	30,600
		PROGRAM PERMITS		,		30,000	30,000
25-000-42-00-4216			43,410	28,700	44,935 224	-	-
25-000-42-00-4217		HER WARNING SIREN FEES	2.250	9.600		12,000	12 000
25-000-42-00-4218		NEERING CAPITAL FEES	3,250	8,600	11,000	12,000	12,000
25-000-42-00-4219		LOPMENT FEES - PW CAPITAL	26,240	60,350	116,205	72,000	72,000
25-000-42-00-4220		LOPMENT FEES - PARK CAPITAL	1,625	4,300	5,700	6,000	6,000
25-000-42-00-4224	RENE	W PROGRAM PERMITS	1,725	-	-	-	-
	Total:	Licenses & Permits	\$89,150	\$134,050	\$229,575	\$120,600	\$120,600
Fines & Forfeits							
25-000-43-00-4315	DUI F	NES	10,803	5,865	8,130	6,000	6,000
25-000-43-00-4316	ELEC	TRONIC CITATION FEES	571	743	600	700	700
	Total:	Fines & Forfeits	\$11,374	\$6,608	\$8,730	\$6,700	\$6,700
Charges for Service							
25-000-44-00-4418	MOW	ING INCOME	5,744	1,955	894	2,000	2,000
25-000-44-00-4419	COMMUNITY DEVELOPMENT CHARGEBACK		-	-	-	40,000	40,000
25-000-44-00-4420	POLIC	POLICE CHARGEBACK		97,459	130,208	140,241	140,241
25-000-44-00-4421	PUBLI	C WORKS CHARGEBACK	194,379	63,626	-	-	-
25-000-44-00-4427	PARK	S & RECREATION CHARGEBACK	-	73,908	70,000	-	-
25-000-44-00-4428	COMP	UTER REPLACEMENT CHARGEBACK	-	-	-	34,411	34,411
	Total:	Charges for Service	\$374,386	\$236,948	\$201,102	\$216,652	\$216,652
Investment Earnings							
25-000-45-00-4522	INVES	TMENT EARNINGS - PARK CAPITAL	43	86	596	150	150
	Total:	Investment Earnings	\$43	\$86	\$596	\$150	\$150
Miscellaneous							
25-000-48-00-4852	MISCI	ELLANEOUS INCOME - POLICE CAPITAL	624	435	214	-	-
25-000-48-00-4854	MISCI	ELLANEOUS INCOME - PW CAPITAL	3,929	5,100	1,761	2,000	2,000
25-000-48-00-4855	MISCI	ELLANEOUS INCOME - PARK CAPITAL	74	-	-	-	-
25-000-49-00-4920	SALE	OF CAPITAL ASSETS - POLICE CAPITAL	3,475	5,990	-	-	-
25-000-49-00-4921	SALE	OF CAPITAL ASSETS - PW CAPITAL	44,171	-	-	-	-
25-000-49-00-4922	SALE	OF CAPITAL ASSETS - PARK CAPITAL	800	248,172	-	-	-
	Total:	Miscellaneous	\$53,073	\$259,697	\$1,975	\$2,000	\$2,000
	Total:	VEHICLE & EQUIP REVENUE	<u>\$528,026</u>	<u>\$637,389</u>	<u>\$441,978</u>	<u>\$346,102</u>	<u>\$346,102</u>

United City of Yorkville Vehicle & Equipment Fund

215 PUBLIC WORKS CAPITAL EXPENDITURES

PUBLIC WORKS	CAPITAL	EXPENDITURES	<u>Unaudited</u>				
Account	Descri	iption	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Amended
Contractual Services							
25-215-54-00-5405	BUILI	O PROGRAM	32,510	25,950	34,170	-	-
25-215-54-00-5406	RENE	W PROGRAM	1,200	-	-	-	-
25-215-54-00-5448	FILIN	G FEES	1,901	294	294	1,750	1,750
	Total:	Contractual Services	\$35,611	\$26,244	\$34,464	\$1,750	\$1,750
Supplies							
25-215-56-00-5620	OPER	ATING SUPPLIES	-	-	-	2,000	2,000
	Total:	Supplies	\$0	\$0	\$0	\$2,000	\$2,000
Capital Outlay							
25-215-60-00-6060	EQUII	PMENT	15,084	24,098	20,821	7,000	13,200
25-215-60-00-6070	VEHIC	CLES	169,807	44,424	-	35,000	35,000
	Total:	Capital Outlay	\$184,891	\$68,522	\$20,821	\$42,000	\$48,200
Debt Service - Public	Works Buil	ding					
25-215-92-00-8000	PRINC	CIPAL PAYMENT	39,638	41,430	43,303	45,261	45,261
25-215-92-00-8050	INTER	REST PAYMENT	31,177	29,385	27,512	25,554	25,554
	Total:	Debt Service - PW Building	\$70,815	\$70,815	\$70,815	\$70,815	\$70,815
	Total	: PW CAPITAL EXPENDITURES	<u>\$291,317</u>	<u>\$165,581</u>	<u>\$126,100</u>	<u>\$116,565</u>	<u>\$122,765</u>

Memorandum



To: Bart Olson, City Administrator

Erin Willrett, Assistant City Administrator

From: Carri Parker, Purchasing Manager CC: Eric Dhuse, Director of Public Works

Date: August 21, 2018

Subject: Calcium Chloride Container Purchase and Liquid Delivery

Summary

The Public Works Department would like to begin using Calcium Chloride to enhance the effect of the brine solution they are currently using for roadway treatment during the winter months.

Background

In previous years, the Public Works Department uses road salt and brine solution to treat the City roadways during the winter months. Research has shown that Calcium Chloride mixed with brine solution provides a long-lasting effect on the roads. This solution will result in the reduced number of reapplication allowing for a reduction in overall supply and personnel costs. By purchasing a 10,000-gallon tank, the City would be able to convert its current 6,000-gallon tank to contain the Calcium Chloride, and the new 10,000-gallon tank in addition to the existing 10,000-gallon tank would include additional brine solution for the application. Ideally, the mix is 90/10, and both of these containers would allow for this mixture. Unfortunately, there are no funds budgeted for this purchase in the FY19 approved budget.

Below are the three quotes per item requested:

10,000 Gallon Container Only (see attached)

- 1. Sprayers \$9,200.00
- 2. Plastic-mart \$5,439.99
- 3. Midwest Salt \$9,800.00

Container Pump Equipment (see attached)

- 1. Sprayers \$757.00
- 2. Midwest Salt Gas \$2,500.00

<u>Calcium Chloride Liquid Delivery (see attached)</u>

- 1. Sicalco \$0.63/gallon
- 2. Midwest Salt \$0.79/gallon
- 3. FBC Industries \$1.10/gallon

Recommendation

10,000 Gallon Container Only

I recommend that we order the container only from Plastic-mart for \$5,439.99. This amount does not include freight.

Container Pump Equipment

I recommend we order the container equipment from Sprayers in the amount of \$757.00. This amount does not include freight.

Calcium Chloride Liquid Delivery

I recommend that we order the Calcium Chloride from Sicalco for the price of \$0.63/gallon for the 2018-19 winter season. Public works are requesting 12,000 gallons for the 2018-19 season totaling \$7,600.00.

Total amount requested: \$ 6,196.99 (Container & Equipment)

\$7,600.00 (Calcium Chloride Delivery)

\$13,796.99

From: <u>Lincoln Mincks</u>
To: <u>Carri Parker</u>

Subject: RE: Storage Tank Quote

Date: Friday, August 17, 2018 3:22:48 PM

Carri,

Here you go.

\$9,200.00 = 10K GALLON HEAVY DUTY TANK

Does not include freight

\$492.00 = 2" Poly Pum p W /5H P Honda Eng.

\$100.00 = valves and plumbing \$165.00 = 50ft 2" Fert Solution Hose

Does not include freight.

Thanks for specifying.

Lincoln Mincks

Sprayer Specialties Inc. 1-800-351-1587



lincoln@sprayers.com

www.thespecialtiesgroup.com

_

From: Carri Parker <cparker@yorkville.il.us>
Sent: Friday, August 17, 2018 2:32 PM
Taylingala Mingle dinasla @arrayara agas>

To: Lincoln Mincks < lincoln@sprayers.com>

Subject: RE: Storage Tank Quote

2" Poly Pum p W /5H P Honda Eng. valves and plumbing 50ft 2" Fert Solution Hose

Does this help?

From: Lincoln Mincks [mailto:lincoln@sprayers.com]

Sent: Friday, August 17, 2018 12:29 PM

To: Carri Parker

Subject: RE: Storage Tank Quote

I need more specifics.... 2" or 3" – Honda motor? Any fittings or hose?

Thanks.

Lincoln Mincks

Sprayer Specialties Inc. 1-800-351-1587



lincoln@sprayers.com www.thespecialtiesgroup.com

-

From: Carri Parker < cparker@yorkville.il.us>
Sent: Friday, August 17, 2018 12:22 PM
To: Lincoln Mincks < lincoln@sprayers.com>

Subject: RE: Storage Tank Quote

Can you provide a gas pump?

From: Lincoln Mincks [mailto:lincoln@sprayers.com]

Sent: Friday, August 17, 2018 11:27 AM

To: Carri Parker

Subject: RE: Storage Tank Quote

Carri,

I did not receive the previous email but here is the quote.

\$9,200.00 = 10K GALLON HEAVY DUTY TANK Does not include freight

• Thanks.

Lincoln Mincks

Sprayer Specialties Inc. 1-800-351-1587



lincoln@sprayers.com www.thespecialtiesgroup.com

-

From: Carri Parker < cparker@yorkville.il.us>
Sent: Friday, August 17, 2018 10:50 AM
To: Lincoln Mincks < lincoln@sprayers.com>

Subject: FW: Storage Tank Quote

Not sure if you saw this email. Can you please send me a quote for a 10,000 gallon tank and pump. Please include shipping as well. Thanks!

From: Carri Parker

Sent: Tuesday, August 14, 2018 12:35 PM

Subject: Storage Tank Quote

Hi all,

I want to thank you all for providing a quote for our Calcium Chloride container. We are going in a different direction and now looking at a 10,000 gallon container. Can you please include in your quote a 10,000 gallon container as well.

Thanks, Carri

Carri Parker

Purchasing Manager United City of Yorkville 800 Game Farm Road Yorkville, IL 60560 Phone: 630-746-0871

cparker@yorkville.il.us

City of Yorkville 2.0: Facebook, Twitter, and YouTube

From: <u>tcalvert@plastic-mart.com</u>

To: <u>Carri Parker</u>

Subject: RE: Storage Tank Quote

Date: Tuesday, August 14, 2018 12:53:13 PM

Attachments: <u>image001.png</u>

N-43132 10,000 = \$5,439.99 N-40764 6,100 Black = \$4299.99

Freight = \$2,482.00Total = \$12,221.98



Travis Calvert Sales Representative

Plastic-Mart.Com phone: 682-255-4007

address: 685 John B Sias Memorial Pkwy Suite 625,

Fort Worth, TX 76134

web: www.plastic-mart.com
email: tcalvert@plastic-mart.com

From: Carri Parker <cparker@yorkville.il.us> **Sent:** Tuesday, August 14, 2018 12:35 PM

Subject: Storage Tank Quote

Hi all,

I want to thank you all for providing a quote for our Calcium Chloride container. We are going in a different direction and now looking at a 10,000 gallon container. Can you please include in your quote a 10,000 gallon container as well.

Thanks, Carri

Carri Parker

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

Phone: 630-746-0871 cparker@yorkville.il.us

City of Yorkville 2.0: <u>Facebook</u>, <u>Twitter</u>, and <u>YouTube</u>





1300 W. Washington St. West Chicago, IL 60185

Phone: 630-513-7575 - Fax: 630-513-8546

www.MidwestSalt.com

Valid Till: 08/31/2018

Quote Number: 2133725000007800014

800 Ga	O: Yorkville me Farm Road lle, Illinois, 60560	SHIP TO:			
	Contact Name: Carri Parker	Sales Per	rson: Rosie DiMiele		
(Contact Phone: 630 746 0871	Sales Person Ph	none:		
	Contact Email: cparker@yorkville.il.us	Sales Person E	mail: Rosie.DiMiele@mi	dwestsalt.net	
	Contact Fax:	Payment Te	erms: Payment in Advance	ce	
S.No.	Product Details	Qty	Unit Price	Sales Tax	Total
1.	Liquid Tank 10500 Gallon 10500 gal Storage Tank 2500lbs VT10500-2500 142x177 FOB	1	\$9,200.00	\$0.00	\$9,200.00
2.	Liquid Tank 10500 Gallon 10500 gal Storage Tank 2800lbs VT10500-2800 This tank has slightly heavier walls 142x177 FOB	1	\$9,800.00	\$0.00	\$9,800.00

Terms and Conditions

Price per gallon may change due to any customer modifications of delivery service, or less than full truckload orders.

- 1. Prices do not include Sales tax of 7.75%. If your company is tax exempt then forward tax exempt certificate or a signed IL-CRT61 for resellers.
- Prior to credit approval, payment is to be made by cash, check or credit card prior to shipping product.
 Credit terms may be established, length of terms are dependent on application process.
- 4. All pricing includes transportation.

For a credit application please contact your Midwest Salt sales representative.





1300 W. Washington St. West Chicago, IL 60185

Phone: 630-513-7575 - Fax: 630-513-8546

www.MidwestSalt.com

Valid Till: 08/25/2018

Quote Number: 2133725000007614052

BILL TO:		SHIP TO:			
City of	Yorkville				
800 Gai	me Farm Road				
Yorkvil	le, Illinois, 60560	,			
(Contact Name: Carri Parker	Sales Per	son: Rosie DiMiele		
С	ontact Phone: 630 746 0871	Sales Person Ph	one:		
	Contact Email: cparker@yorkville.il.us	Sales Person Er	mail: Rosie.DiMiele@mi	dwestsalt.net	
	Contact Fax:	Payment Te	rms: Payment in Advan	ce	
S.No.	Product Details	Qty	Unit Price	Sales Tax	Total
1.	6200 Gal Liquid Storage Tank 6250 gallon vertical tank 102" diam eter x 194" tall standard w/ 3" f itting 1550 pounds FOB	1	\$4,900.00	\$0.00	\$4,900.00
2.	Storage Tank Pump Gas 2" Poly Pum p W /5H P Honda Eng. valves and plumbing 50ft 2" Fert Solution Hose Bumble Bee FOB	1	\$2,500.00	\$0.00	\$2,500.00
3.	Storage Tank Pump Eletric 2" Poly Pump, Love Joy coupler, 3 Phase Motor, 2" poly Pump valves and plumbing 50ft 2" Fert Solution Hose Bumble Bee FOB	1	\$3,500.00	\$0.00	\$3,500.00
4.	Dow/Oxy - Calcium Chloride 32% Per Gallon Delivered	4400	\$0.79	\$0.00	\$3,476.00
	s and Conditions r gallon may change due to any customer modifications of deliv	verv service. or less than full truckload o	orders.		

1. Prices do not include Sales tax of 7.75%. If your company is tax exempt then forward tax exempt certificate or a signed IL-CRT61 for resellers.

By Customer: _____ By Midwest Salt: _____

2. Prior to credit approval, payment is to be made by cash, check or credit card prior to shipping product.

Date: ______ Date: _____

3. Credit terms may be established, length of terms are dependent on application process.

For a credit application please contact your Midwest Salt sales representative.

4. All pricing includes transportation.

Quote Acceptance (bulk salt only):

From: Kevin Casto
To: Carri Parker

Subject: RE: Updated Quote Request

Date: Wednesday, August 08, 2018 9:12:32 AM

Carri,

\$0.63 per gallon of 32% material in 4200 gallon truckloads. Please call with any questions and we look forward to working with you and your group this winter.

Ugh.....can't believe I just said winter.

Kevin Casto VP Sales & Marketing Sicalco, Ltd. 312-404-9207 www.sicalco.net

From: Carri Parker [mailto:cparker@yorkville.il.us]

Sent: Tuesday, August 07, 2018 9:08 AM **To:** Kevin Casto <kcasto@sicalco.net> **Subject:** RE: Updated Quote Request

Sounds good. Thanks!

From: Kevin Casto [kcasto@sicalco.net]
Sent: Tuesday, August 07, 2018 9:04 AM

To: Carri Parker

Subject: Re: Updated Quote Request

Great. Thanks. As soon as it's done I will email you updated pricing.

Kevin Casto VP Sales & Marketing Sicalco, Ltd 312-404-9207

On Aug 7, 2018, at 9:04 AM, Carri Parker < cparker@yorkville.il.us > wrote:

Yes, that will be perfect. Thank you.

From: Kevin Casto [kcasto@sicalco.net]
Sent: Tuesday, August 07, 2018 9:00 AM

To: Carri Parker

Subject: Re: Updated Quote Request

Hi, Carri. Of course we'll send you updated pricing, however, we haven't finalized our IDOT

bid yet. We extend the same pricing to our villages and cities that we offer IDOT. It should be another few weeks. Will this be ok?

Kevin Casto VP Sales & Marketing Sicalco, Ltd 312-404-9207

On Aug 6, 2018, at 3:14 PM, Carri Parker < cparker@yorkville.il.us > wrote:

Hi Kevin,

I am in receipt of a quote you had provided the United City of Yorkville on 12/11/17. Can you please send me an updated one?

Thanks, Carri

Carri Parker

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

Phone: 630-746-0871 cparker@yorkville.il.us

City of Yorkville 2.0: <u>Facebook</u>, <u>Twitter</u>, and <u>YouTube</u>





1300 W. Washington St. West Chicago, IL 60185

Phone: 630-513-7575 - Fax: 630-513-8546

www.MidwestSalt.com

Valid Till: 08/25/2018

Quote Number: 2133725000007614052

BILL TO:		SHIP TO:			
City of	Yorkville				
800 Gai	me Farm Road				
Yorkvil	le, Illinois, 60560	,			
(Contact Name: Carri Parker	Sales Per	son: Rosie DiMiele		
С	ontact Phone: 630 746 0871	Sales Person Ph	one:		
	Contact Email: cparker@yorkville.il.us	Sales Person Er	mail: Rosie.DiMiele@mi	dwestsalt.net	
	Contact Fax:	Payment Te	rms: Payment in Advan	ce	
S.No.	Product Details	Qty	Unit Price	Sales Tax	Total
1.	6200 Gal Liquid Storage Tank 6250 gallon vertical tank 102" diam eter x 194" tall standard w/ 3" f itting 1550 pounds FOB	1	\$4,900.00	\$0.00	\$4,900.00
2.	Storage Tank Pump Gas 2" Poly Pum p W /5H P Honda Eng. valves and plumbing 50ft 2" Fert Solution Hose Bumble Bee FOB	1	\$2,500.00	\$0.00	\$2,500.00
3.	Storage Tank Pump Eletric 2" Poly Pump, Love Joy coupler, 3 Phase Motor, 2" poly Pump valves and plumbing 50ft 2" Fert Solution Hose Bumble Bee FOB	1	\$3,500.00	\$0.00	\$3,500.00
4.	Dow/Oxy - Calcium Chloride 32% Per Gallon Delivered	4400	\$0.79	\$0.00	\$3,476.00
	s and Conditions r gallon may change due to any customer modifications of deliv	verv service. or less than full truckload o	orders.		

1. Prices do not include Sales tax of 7.75%. If your company is tax exempt then forward tax exempt certificate or a signed IL-CRT61 for resellers.

By Customer: _____ By Midwest Salt: _____

2. Prior to credit approval, payment is to be made by cash, check or credit card prior to shipping product.

Date: ______ Date: _____

3. Credit terms may be established, length of terms are dependent on application process.

For a credit application please contact your Midwest Salt sales representative.

4. All pricing includes transportation.

Quote Acceptance (bulk salt only):

From: William C Maloney
To: Carri Parker

Subject: RE: from Bill Maloney @ FBC Industries

Date: Monday, August 06, 2018 9:29:53 AM

HI Carri,

I'm going to give you our book price for Calcium Chloride 32%. Until you have an estimate to annual usage I cannot give you discounted pricing. Also, I'm going to be traveling today thru Thursday and I'll get you a rate for a tank truck from our Rochelle, IL facility to your address. As you know trucking is a moving target and will change by the time you are up and running. If you decide to work with us, we can offer suggestions for your tank installation. This is an informal quote as I know things will change down the road. I want to give you something to work with.

Bulk Calcium Chloride 32% @...\$1.10/ gallon. 11.0575 lbs / gallon. Approximately 48k lbs per tank, allowable weight will depend on the trucking company.

I hope this helps Carri. Please don't hesitate to call my cell if you need anything while I'm traveling.

Bill Maloney

Sales Associate FBC Industries, Inc.

847-899-9881 (Cell) 847-839-0880 (Customer Service)

Please send all orders to: info@fbcindustries.com

Please send all Compliance and Quality requests to: compliance@fbcindustries.com



"Your American Made Manufacturer of Liquid Additives and Preservatives" learn more at www.fbcindustries.com

CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use,

disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

From: Carri Parker [mailto:cparker@yorkville.il.us]

Sent: Thursday, August 2, 2018 10:44 AM

To: William C Maloney

Subject: RE: from Bill Maloney @ FBC Industries

I can be reached at 630-746-0871. If you can please call me tomorrow morning as I am in meetings all day today and tomorrow afternoon. Thanks!

From: William C Maloney [bmaloney@fbcindustries.com]

Sent: Wednesday, August 01, 2018 3:07 PM

To: Carri Parker

Subject: from Bill Maloney @ FBC Industries

Hi Carri,

I'm the rep at FBC Industries and your inquiry was passed to me. Carri, please provide your telephone number as I would like to talk to you about this.

----Original Message-----

From: Carri Parker [mailto:cparker@yorkville.il.us]

Sent: Monday, July 30, 2018 4:15 PM

To: Sales

Subject: Calcium Chloride Container and Liquid

Hi,

I am looking for two (2) quotes:

- (1) 6000 gal tank to hold calcium chloride
- (2) delivery of calcium chloride per gallon

Please let me know if you have any questions.

Thanks,

Carri

Thank you,

Bill Maloney

Sales Associate FBC Industries, Inc.

847-899-9881 (Cell) 847-839-0880 (Customer Service)

Please send all orders to: info@fbcindustries.com

Please send all Compliance and Quality requests to: compliance@fbcindustries.com



"Your American Made Manufacturer of Liquid Additives and Preservatives" learn more at www.fbcindustries.com

CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.



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

Agenda Item Number
New Business #3
Tracking Number
PW 2018-84
<u> </u>

Agenda Item Summary Memo

Police Public Works Parks and Recreation

Title: Blackberry W	Voods (Phase B) – Development Sta	tus						
Meeting and Date: Public Works Committee – September 18, 2018								
Synopsis: Consider	ation of Default Issuance							
Council Action Pres	viously Taken:							
Date of Action:	Action Taken:							
Item Number:								
Type of Vote Requi	red: Majority							
Council Action Req	uested: Consideration of Default Is	ssuance						
Submitted by:	Brad Sanderson	Engineering						
	Name	Department						
	Agenda Item Note	es:						



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: September 11, 2018

Subject: Blackberry Woods (Phase B)

This memo is to provide an update as to the status of the completion of the improvements for the Blackberry Woods (Phase B) development.

The City is currently holding two (2) letters of credit in the amounts of \$324,201.38 and \$111,159.84 for work to be completed within the development.

The City recently completed an updated punchlist inspection and identified several outstanding work items. There are a few notable items that cause particular concern. One is that there have been several soil erosion and sedimentation control violations leading to excess sediment entering the storm water management facilities. The other is the lack of the installation of street lights within Phase B which is a safety concern. There have been several attempts to communicate with the developer regarding obtaining a schedule to complete the work. To date, a completion schedule has not been provided.

Based on the amount of outstanding work and the lack of progress from the developer, staff is recommending that a letter of default be prepared and issued to the developer. This would be the first step in officially calling the letter of credit and afford the developer an additional sixty (60) days to complete the required improvements, or until November 2018 before the City moves to call the security.

At this time, we are requesting direction from the City Council as to whether a letter of default should be issued.



September 5, 2018

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

Re:

Blackberry Woods (Phase B) United City of Yorkville Kendall County, Illinois

Krysti:

A representative from Engineering Enterprises, Inc. performed an onsite punch list inspection for the above referenced project and noted the following:

General

- 1. Record drawings should be submitted for review.
- 2. All construction debris should be removed from the site.

Storm Water Management Facility

3. Excessive sediment has washed into the southwest detention basin. The basin should be cleaned of this sediment. The Developer should contact EEI prior to completing this work.

Sanitary Sewer

- 4. Structure S-3 internal chimney appears to be installed incorrectly or the wrong size and should be replaced with a correct chimney seal.
- 5. The following structures should have the frame and rings reset: S-4, S-5, S-6, S-35 and S-36.
- 6. The following structures should have the chimney seal removed and replaced: S-2, S-4, S-5, S-6, S-35 and S-36.
- 7. The following structures should be located and raised to grade for inspection: S-14 and S-35.
- 8. Structure S-2 should have a minimum height of 8" for adjusting rings. A 2' barrel section should replace the 24" adjusting rings.
- 9. The following structures should be cleaned of debris: S-3 and S-36.
- 10. Structure S-42 is inaccessible, any issues should be removed and the structure be made accessible for inspection.

Ms. Krysti Barksdale-Noble September 5, 2018 Page 2

Water Main

- 11. The following structures are inaccessible due to tall weeds: V-13 and FH-19. The weeds and grass should be trimmed down and the structure be made accessible for inspection.
- 12. The following structure has an incorrect lid and should be replaced with a lid reading "City of Yorkville Water" with concealed pick holes.
- 13. Structure V-14 has offset frame and rings and should be reset.
- 14. Structure V-14 should be cleaned of debris.
- 15. The auxiliary valve box for fire hydrant FH-20 should be cleaned of debris and re-inspected.
- 16. The auxiliary valve box for the following fire hydrants should be located, raised to grade and reinspected: FH-10, FH-14 and FH-21.
- 17. Fire hydrant FH-9 should be rotated to face the back of curb.
- 18. The following auxiliary valve box for the following fire hydrants have been painted red and should be re-painted to blue: FH-11 and FH-20.
- 19. FH-19 has an inoperative valve. This shall be corrected and re-inspected.

Storm Sewer

- 20. All storm sewer curb structures should have the mortared fillets replaced or installed.
- 21. All catch basins and rear inlet structures should be cleaned of debris.
- 22. All storm sewer segments should be cleaned of debris and re-televised. The televising should be submitted to EEI for review.
- 23. The following structures have heavy debris and should be cleaned: MH 107, CB 123, INL 124, INL 132 and MH 133.
- 24. The following structures were inaccessible, any issues should be removed and the structure be made accessible for inspection: CB 103, INL 104, MH 105, INL 108 and INL 117.
- 25. The following structures are inaccessible due to tall weeds: INL 92, INL 93, INL 94, INL 95, MH 96, INL 97 and INL 125. The weeds and grass should be trimmed down and the structure be made accessible for inspection.
- 26. The following structures should have a maximum height of 8" for adjusting rings. A 1' barrel section should replace the 16" adjusting rings: INL 78 and INL 138.
- 27. The following structure should have the bench re-poured: INL 111.
- 28. The following structure should have the lift hook holes patched: INL 140.
- 29. Structure INL 140 should have the curb box raised and curb replaced on either side, if necessary.
- 30. The following structures shall be located and raised to grade for inspection: INL 115 and MH 129.

- 31. The following structures have an offset frame and rings and should be reset: MH 107, INL 126, and INL 127.
- 32. Sump pump line for Lot 121 should be connected to structure MH 113 and the connection mortared.
- 33. We have reviewed the televising video of the existing storm and sanitary sewer dated February 2017 as prepared by Cam-Vac. The following comments should be addressed and repaired.
 - Pipe segment 113 to 112 has two misaligned storm sump taps located 57.4' and 56.1' from the upstream manhole.
 - Pipe segment 113 to 112 the pipe is cracked at two joints located 39.0' and 95.5' from the upstream manhole.
 - Pipe segment 139 to 136 has a misaligned storm sump tap located 47.8' from the upstream manhole.
 - Pipe segment 139 to 136 the pipe is cracked at the joint located 117.7' from the upstream manhole.
 - Pipe segment 98 to 94 the pipe is cracked at the joint located 78.8' from the upstream manhole.
 - Pipe segment 103 to 102 the pipe has cracking throughout the pipe located 41.4', 58.6', 66.2', 83.1' and 152.6' from the upstream manhole.
 - Pipe segment 125 to 106 has debris in the storm sump tap located 59.3' from the upstream manhole.
 - Pipe segment 142 to 141 the pipe is cracked at the joint located 154.7' from the upstream manhole.
 - Pipe segment 97 to 96 has wall shadowing of the reinforcement bars located 37.6' from the upstream manhole.
 - Pipe segment 117 to 111 the pipe is cracked at two joints located 92.7' and 108.6' from the upstream manhole.
 - Pipe segment 119 to 118 has wall shadowing of the reinforcement bars located 57.7' from the upstream manhole.
 - Pipe segment 126 to 105 has debris in the storm sump tap located 41.7' from the upstream manhole.
 - Pipe segment 127 to 126 the pipe is cracked at the joint located 13.3' from the upstream manhole.
 - Pipe segment 152 to 127 has wall shadowing of the reinforcement bars located 18.1' from the upstream manhole.

The developer should contact our office to review the methods of repair prior to completing the work.

Roadway

- 34. Street lights should be installed through the Unit per plan.
- 35. A 48 hour burn test of the street lights should be completed prior to acceptance.
- 36. The sidewalk at Carly Drive and Purcell Street should be removed and replaced for ADA compliance.
- 37. Sidewalk should be completed for all undeveloped lots throughout the Unit per plan.

Ms. Krysti Barksdale-Noble September 5, 2018 Page 4

- 38. Install Future Roadway Connection sign at the west dead end of Purcell Drive.
- 39. Install End of Roadway Reflectorized Red signs at the west dead end of Purcell Drive.

Landscaping

40. Parkway trees in front of undeveloped lots should be installed at 50-foot intervals per the landscape plan.

Soil Erosion and Sediment Control

- 41. All inlet protection baskets should be cleaned of debris. This should be done weekly to allow proper drainage.
- 42. Inlet protection basket should be installed in structure INL 137
- 43. Erosion and settlement has caused a small pond to form in the middle of Lot 126. This is a hazard and needs to be backfilled immediately.
- 44. Silt fence needs to be installed around the perimeter of Lot 113.

The contractor shall contact us once the items have been completed for a re-inspection. If you have any questions or require any additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/nls

Enclosure

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

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

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

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

Mr. Aladdin Nassar, Meadowbrook Builders (Via e-mail)

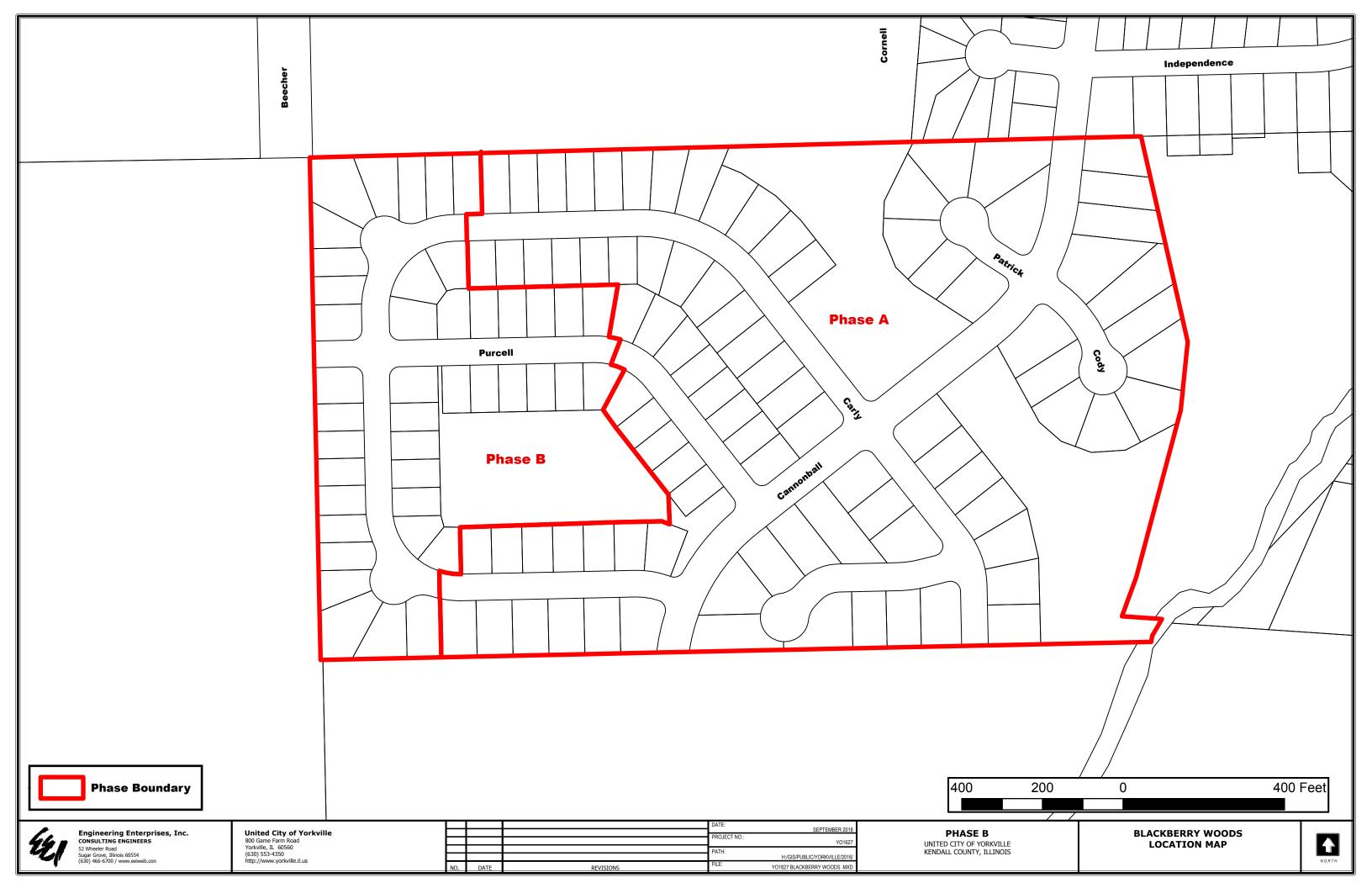
JAM, DSS, NLS - EEI (Via e-mail)



JOB NO:	YO1627-DG	
PREPARED BY:	NLS/BPS	
DATE:	September 5, 2018	
PROJECT TITLE:	BLACKBERRY WOODS - PHASE B	

TEM	Engineer's Opinion of Probable Co	Т			UNIT		
	ITEM	UNIT	QUANTITY		PRICE		AMOUNT
	GENERAL			8			
1	PREPARE RECORD DRAWINGS	LS	1	\$	2,500.00	\$	2,500.
2	REMOVE CONSTRUCTION DEBRIS	LS	1	\$	2,000.00	\$	2,000.
	STORM WATER MANAGEMENT FACILITY	-					
3	CLEAN SOUTHWEST DETENTION BASIN	LS	1	\$	5,000.00	\$	5,000.
	SANITARY SEWER			_			
4	REPLACE INTERNAL CHIMNEY SEAL	EA	1 1	\$	400.00	\$	400.
5	RESET FRAME AND RINGS	EA	5	\$	500.00	\$	2,500.
6	REPLACE CHIMNEY SEAL	EA	6	\$	300.00	\$	1,800.
7	LOCATE AND RAISED TO GRADE FOR INSPECTION	ΕA	2	\$	675.00	\$	1,350.
8	REPLACE RINGS WITH BARREL SECTION	EA	1	\$	1,500.00	\$	1,500
9	CLEAN STRUCTURE OF DEBRIS	EA	2	\$	200.00	\$	400
10	STRUCTURE TO BE ACCESSIBLE FOR INSPECTION	EA	1	\$	160.00	\$	160.
-	WATER MAIN			_		-	
11	TRIM TALL WEEDS FOR INSPECTION	EA	2	\$	100.00	\$	200
_	MANHOLE LID REPLACEMENT	EA	1	\$	500.00	\$	500.
	RESET FRAME AND RINGS	EA	1	\$	350.00	\$	350.
	CLEAN VALVE VAULT OF DEBRIS	EA	1	\$	200.00	\$	200
_	CLEAN AUXILIARY VALVE BOX OF DEBRIS FOR INSPECTION	EA	1	\$	200.00	\$	200
16	LOCATE AND RAISE AUX. VALVE BOX TO GRADE FOR INSPECTION	EA	3	\$	300.00	\$	900
_	ROTATE FIRE HYDRANT	EA	1	\$	150.00	\$	150
_	REPAINT AUXILIARY VALVE BOX	EA	2	\$	180.00	\$	360
_	INSTALL CORRECT VALVE ON FIRE HYDRANT	EA	1	\$	2,000.00	\$	2,000
15	STORM SEWER	L^		Ψ	2,000.00	Ψ	2,000
20	REPLACE OR INSTALL MORTARED FILLETS	I EA	15	\$	100.00	\$	1,500.
	CLEAN CATCH BASINS AND REAR INLET STRCTURES	EA	33	\$	200.00	\$	6,600
_	CLEAN AND TELEVISE STORM SEWER	LF	4,185	\$	2.50	\$	10,462
	CLEAN STORM STRUCTURE	EA	5	\$	400.00	\$	2,000
_	STRUCTURES TO BE MADE ACCESSIBLE FOR INSPECTION	EA	5	\$	160.00	\$	800
_		-		•			
_	TRIM TALL WEEDS FOR INSPECTION	EA	7	\$	160.00	\$	1,120
_	REPLACE RINGS WITH BARREL SECTION	EA	1	\$	1,500.00	\$	1,500
-	RE-POUR BENCH	EA	1	\$	400.00	\$	400
	PATCH LIFT HOOK HOLES	EA	1	\$	100.00	\$	100.
-	RAISE CURB BOX AND REPLACE CURB	EA	1	\$	400.00	\$	400.
	LOCATE AND RAISE TO GRADE FOR INSPECTION	EA	2	\$	550.00	\$	1,100.
_	RESET FRAME AND RINGS	EA	3	\$	450.00	\$	1,350.
32	CONNECT SUMP LINE AND MORTAR	EA	1	\$	2,250.00	\$	2,250.
33	STORM SEWER REPAIR - TELEVISING COMMENTS	EA	14	\$	1,950.00	\$	27,300.
_	ROADWAY	-				_	
34	INSTALL STREET LIGHTS	EA	8	\$	3,000.00	\$	24,000.
35	48-HOUR BURN TEST	LS	1	\$	3,000.00	\$	3,000
36	REMOVE AND REPLACE SIDEWALK	SF	500	\$	11.00	\$	5,500
37	INSTALL REMAINING SIDEWALK - UNDEVELOPED LOTS	SF	7,650	\$	8.00	\$	61,200.
38	INSTALL FUTURE ROADWAY CONNECTION SIGN	EA	1	\$	500.00	\$	500.
39	INSTALL END OF ROADWAY REFLECTORIZED SIGN	EA	3	\$	300.00	\$	900.
	LANDSCAPING						
40	INSTALL REMAINING PARKWAY TREES - UNDEVELOPED LOTS	EA	17	\$	500.00	\$	8,500.
	SOIL EROSION AND SEDIMENT CONTROL						
41	CLEAN ALL INLET PROTECTION BASKETS	EA	19	\$	80.00	\$	1,520.
42	INSTALL INLET PROTECTION BASKET	EA	1	\$	200.00	\$	200.
13	BACKFILL AND RESTORE LOT 126	LS	1	\$	4,500.00	\$	4,500

Ī	ITEM					UNIT	
	NO.	ITEM	UNIT	QUANTITY		PRICE	AMOUNT
	44	INSTALL SILT FENCE	FT	300	\$	2.50	\$ 750.00
I	TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST						\$ 189,922.50
L					1209	6 OF TOTAL	\$ 227,907.00





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

Agenda Item Number
New Business #4
Tracking Number
PW 2018-85

Agenda Item Summary Memo

Title: Whispering M	leadows - Completion of Improveme	ents
Meeting and Date:	Public Works Committee – Septem	ber 18, 2018
Synopsis: Construct	ion Status - Informational	
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requir	red:	
Council Action Req	wested. None	
Submitted by:	Brad Sanderson Name	Engineering Department
	Agenda Item Note	•



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: September 13, 2018

Subject: Whispering Meadows Units 1, 2 &4 – Completion of Improvements

The purpose of this memo is to update the City on the status of construction for the above referenced project.

At this time all the major work items have been substantially completed. There are several "punchlist" items that remain that include:

- Restoration Specifications require the following:
 - o In order for an area to be accepted, it shall conform to the following:
 - Grass shall display a reasonably uniform distribution of grass plants
 - Grass shall display vigorous growth and be green and healthy in appearance.
 - Areas having bare spots larger than one (1) square foot will not be accepted. The bare spots must be re-seeded in accordance with seeding and maintenance specifications.
- Misc. concrete repairs
- Misc. pavement repairs
- Sanitary sewer repair (discovered through review of televising)
- Street light burn test on repaired lights

We have been in constant communication with the contractor regarding completing these items as soon as possible. We will continue to stress the importance of completing.