



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, May 19, 2020

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: February 18, 2020

New Business:

1. PW 2020-30 Water Department Reports for January, February, and March 2020
2. PW 2020-31 Supplemental MFT Resolution for Bulk Rock Salt
3. PW 2020-32 IDOT – Right-of-way Conveyance – .095 acres of land at 1975 N. Bridge Street
4. PW 2020-33 Mill Road Project – Agreements with BNSF
5. PW 2020-34 Rebuild Illinois Grants Program Potential Applications

Old Business:

Additional Business:

2019/2020 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs & Planning”	2	Bart Olson, Rob Fredrickson, Eric Dhuse, James Jensen, Tim Evans & Erin Willrett
“Road to Better Roads Funding”	3	Bart Olson, Rob Fredrickson & Eric Dhuse
“Water Planning”	6	Eric Dhuse & Brad Sanderson
“School Safety (Exterior & Traffic)”	8 (tie)	Eric Dhuse & James Jensen
“Quiet Zones”	14 (tie)	Eric Dhuse, Erin Willrett & Brad Sanderson
“Route 47 Crossings”	19	Eric Dhuse & Brad Sanderson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, May 19, 2020
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. February 18, 2020

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

NEW BUSINESS:

1. PW 2020-30 Water Department Reports for January, February, and March 2020

- ☐ Moved forward to CC _____
 - ☐ Approved by Committee _____
 - ☐ Bring back to Committee _____
 - ☐ Informational Item
 - ☐ Notes _____
-
-

2. PW 2020-31 Supplemental MFT Resolution for Bulk Rock Salt

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2020-32 IDOT – Right-of-way Conveyance - .095 acres of land at 1975 N. Bridge Street

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2020-33 Mill Road Project – Agreements with BNSF

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2020-34 Rebuild Illinois Grants Program Potential Applications

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – February 18, 2020

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, February 18, 2020, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Joe Plocher
Alderman Ken Koch

Alderman Chris Funkhouser
Alderman Seaver Tarulis

Other City Officials

Assistant City Administrator Erin Willrett Engineer Brad Sanderson, EEI
Public Works Director Eric Dhuse

Other Guests: None

The meeting was called to order at 6:01pm by Chairman Joe Plocher.

Citizen Comments: None

Previous Meeting Minutes: January 21, 2020

The minutes were approved as presented.

New Business:

1. PW 2020-10 Snow Operations Report

Mr. Dhuse said there was an increased number of salt applications from the previous month. The amount of salt used so far is 600 tons plus the amount from this report.

2. PW 2020-11 Public Works Storage Shed – Change Order No. 1

This balancing change order for the salt storage shed reflects a decrease of \$15,101. Mr. Sanderson recommended approval and the committee agreed.

3. PW 2020-12 Wells No. 8 and 9 – Water Treatment Plant Cation Exchange Media Replacement – Contract Award

Mr. Sanderson said bids were taken for this project for the media replacement which assists in removing radium from the water. The process is needed for compliance with the EPA. There are very few contractors who do this work and the low bidder was Global Water Services which is being recommended. The bid is \$115,100 which is below the amount budgeted. Mr. Dhuse added that this is the first of 3 plants that need to be done in different years. The committee recommended approval.

4. PW 2020-13 Resolution for IDOT Highway Permit for Gas N Wash Route 47 Entrance

IDOT has issued a draft permit for the right in/right out for Gas N Wash. To formalize the process, a draft resolution from the City is needed and when it is signed, IDOT will issue a formal permit. This action was recommended by the committee members.

5. PW 2020-14 Blackberry Woods Phase B – Acceptance of Public Improvements

Engineer Sanderson reported all punchlist items have been completed and he recommended acceptance of Phase B. A performance guarantee will be in place for one year. The committee concurred with acceptance.

6. PW 2020-15 Kane Kendall Council of Mayors – Call for Projects Application

The Council of Mayors has requested a list of road projects that would be paid with STP (federal) funds. The types of projects accepted for consideration are reconstruction and minor rehab/resurfacing. Mr. Sanderson asked the committee if they would like to recommend projects for submission. He said staff reviewed many streets and suggested Bristol Ridge Rd. as a potential resurfacing project. Applications are due March 15th. Alderman Funkhouser asked if this in the 5-year plan which it is not. He said the benefits must be weighed in consideration of other roads. Mr. Sanderson replied that while the base is good, the surface core needs resurfacing. He added that the City may not be awarded money for the project and that the funds need not be accepted. This matter will be forwarded to the City Council.

Old Business: None

Additional Business:

Alderman Tarulis asked that the timing of the light at Bristol Ridge Rd. and Rt. 34 be checked. He has seen cars go through the red light due to the long time drivers must wait. Alderman Funkhouser said he has also observed this and asked that the sensors be checked too. Mr. Dhuse will follow-up.

Mr. Funkhouser said the light at Rt. 47 and Cannonball is also a very long wait. Mr. Dhuse said the turn light has been made longer and that many motorists are using this as a cut-through.

Alderman Koch asked that the Public Works facility be placed on each Public Works agenda for discussion when needed.

There was no further business and the meeting was adjourned at 6:15pm on a voice vote.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2020-30

Agenda Item Summary Memo

Title: Water Reports for January, February, and March 2020

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: Required monthly water reports

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

January 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	10,790,000
7	1527	1125	430	7,387,000
8	1384	840	456	13,073,000
9	1368	861	509	14,816,000
TOTAL TREATED				46,066,000

CURRENT MONTH'S PUMPAGE IS 1,077,600 GALLONS **MORE THAN LAST MONTH**
1,689,300 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,486,000 GALLONS
DAILY MAXIMUM PUMPED: 1,996,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 71.77 GALLONS

WATER TREATMENT:

CHLORINE: 1,119 LBS. FED CALCULATED CONCENTRATION: 3.17 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .62 MG/L
POLYPHOSPHATE: 1109 LBS. FED CALCULATED CONCENTRATION: 1.10 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.62 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 8 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 5 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 19 COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

February 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	12,499,000
7	1527	1125	430	7,391,200
8	1384	840	456	12,126,000
9	1368	861	509	14,121,000
TOTAL TREATED				46,137,200

CURRENT MONTH'S PUMPAGE IS 71,200 GALLONS **MORE THAN LAST MONTH**
3,757,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,590,938 GALLONS
DAILY MAXIMUM PUMPED: 2,321,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 76.98 GALLONS

WATER TREATMENT:

CHLORINE: 1,030 LBS. FED CALCULATED CONCENTRATION: 2.91 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .77 MG/L
POLYPHOSPHATE: 1072 LBS. FED CALCULATED CONCENTRATION: 1.06 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.77 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 4 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 35 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 26 COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

March 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	12,074,000
7	1527	1125	430	7,444,700
8	1384	840	456	15,680,000
9	1368	861	509	12,539,000
TOTAL TREATED				47,737,700

CURRENT MONTH'S PUMPAGE IS 1,600,500 GALLONS **MORE THAN LAST MONTH**

8,7000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,646,128 GALLONS

DAILY MAXIMUM PUMPED: 2,167,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 79.58 GALLONS

WATER TREATMENT:

CHLORINE: 1,127 LBS. FED CALCULATED CONCENTRATION: 3.08 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .87 MG/L
POLYPHOSPHATE: 1140 LBS. FED CALCULATED CONCENTRATION: 1.09 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.80 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 2 NUMBER OF LEAKS OR BREAKS REPAIRED: _____
MXU'S: 104 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 22 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



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

Agenda Item Number

New Business #2

Tracking Number

PW 2020-31

Agenda Item Summary Memo

Title: Supplemental MFT Resolution for Bulk Rock Salt

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: Annual resolution appropriating MFT funds for the purchase of bulk rock salt.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 1, 2020
Subject: Supplemental Resolution for Bulk Rock Salt

Summary

I am requesting approval of an MFT general maintenance resolution to allow the use of MFT funds to purchase bulk rock salt for the upcoming winter season.

Background

We typically use MFT funds to buy our bulk rock salt. In order to do that, we must approve a resolution that authorizes those certain MFT funds for this purchase.

This year, I have submitted our request electronically to the State's Central Management System for 1600 tons of salt. The electronic submission was in lieu of the normal contract that is signed and returned each year. By submitting the request we are now part of a much larger pool of other municipalities, townships, counties and other road districts. Our contract obligates us to take a minimum of 80% (1280 tons) of our submitted quantity and a maximum of 120% (1920 tons). I estimated the cost to be \$100/ton which is very close to last years price. If the price comes in at \$100/ton, our minimum obligation will be \$120,800, 100% is \$160,000 and 120% would be \$190,200. With 1000 tons already in storage, I do not believe that we will need to use any over our bid amount. Our goal each year is to use only the minimum amount needed, this is especially true this year with the high prices.

We have used the State's CMS for our salt bids for many years. By combining all the governmental agencies into one bid, we are hopefully able to receive the best pricing.

Recommendation

I recommend approving the resolution authorizing the use of MFT funds to purchase bulk rock salt. This is budgeted for in the approved FY 21 budget in the MFT section.

I would ask that this be placed on the May 19, 2020 Public Works Committee agenda for discussion and direction.



**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Supplemental	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
One Hundred Sixty Thousand Dollars (\$160,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/20 to 04/30/21
Beginning Date Ending Date

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

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lisa Pickering City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the
Council of Yorkville at a meeting held on _____
Governing Body Type Name of Local Public Agency Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

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Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Estimate of Maintenance Costs

Submittal Type **Supplemental**

Local Public Agency	County	Section Number	Maintenance Period	
Beginning	Ending			
City of Yorkville	Kendall	20-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	Ton	1,600	\$100.00	\$160,000.00	\$160,000.00
Total Operation Cost								\$160,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)			
Maintenance Total			

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering			
Engineering Inspection			
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total			
Total Estimated Maintenance			

Remarks

SUBMITTED

Local Public Agency Official Date

Title

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer
Department of Transportation Date

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period	
Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Eng. Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.
Category III	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.
Category IV	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req	From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.
Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.
Unit	Insert the unit of measure for the material listed to the left, if applicable
Quantity	Insert the quantity of material for the material listed to the left, if applicable.
Unit Cost	Insert the unit cost of the material listed to the left, if applicable.
Cost	No entry necessary, this is a calculated field. This is the quantity times the unit cost.
Total Maintenance Operation Cost Maintenance	Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.
Estimate of Maintenance Costs Summary	Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.
Local Public Agency Labor	Insert the estimated amount for LPA labor for all maintenance operations, if applicable.
Local Public Agency Equipment Rental	Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.
Materials/Contracts (Non Bid Items)	Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.
Materials/Deliver & Install,	Insert the total amount estimated to be expended on materials/Request for Quotations (Bid Items) deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.
Formal Contracts	Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.
Total Estimated Cost	This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.
Total Maintenance Operation Cost	This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.
Total Maintenance Cost	This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.
Maintenance Engineering Cost Summary	Under each item listed below, list under the funding type what the estimated amount to be expended is.
Preliminary Engineering Fee	Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.
Engineering Inspection Fee	Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.
These instructions apply to the Maintenance Expenditure Statement.	
Maintenance Operation	Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.
Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	Insert the amount of funds expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds,
Paid with Other Funds

Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax Portion

These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.

Total Motor Fuel Tax Funds Authorized

Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.

Surplus/Deficit

These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.

Certification

Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official

The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways

For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved

Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk

Engineer (Consultant or County Engineer)

District File

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
ROCK SALT

Effective August 1, 1969
Revised January 1, 2002

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Description. This item shall consist of furnishing rock salt (sodium chloride) in bins or stockpiles at location designated in the Proposal.

Materials. Material shall meet the requirements of Article 1013.02 except that the gradation shall be as follows:

Passing 12.5 mm (1/2 inch) sieve	100 %
Passing 9.5 mm (3/8 inch) sieve	95 - 100 %
Passing 4.75 mm (No. 4) sieve	20 - 90 %
Passing 2.36 mm (No. 8) sieve	10 - 60 %
Passing 600 μ m (No. 30) sieve	0 - 10 %

The Department reserves the right to reject any shipments of rock salt which are delivered in a frozen or caked condition or which contain free water.

The Department reserves the right to accept delivery of Rock Salt which, according to analysis by the Department, has a sodium chloride (NaCl) content of less than 96.0 %, but is not less than 90.0 %. Material with less than 90.0 % sodium chloride will be rejected. When such exceptions are allowed, payment will be adjusted.

Method of Measurement. Rock salt will be measured by the metric ton (ton).

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for furnishing and transporting ROCK SALT based on the sodium chloride content. Payment will be in accordance with the following schedule:

- NaCl Content 96.0% to 100.0% Net Bid price per ton.
- NaCl Content 95.0% to 95.9% Bid price less \$0.50 per metric ton (ton).
- NaCl Content 94.0% to 94.9% Bid price less \$2.00 per metric ton (ton).
- NaCl Content 90.0% to 93.9% Bid price less \$4.00 per metric ton (ton).



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

Agenda Item Number

New Business #3

Tracking Number

PW 2020-32

Agenda Item Summary Memo

Title: 1975 N. Bridge ROW Dedication

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: Sale and Dedication of ROW to IDOT for Rt. 47 expansion.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works.
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 1, 2020
Subject: 1975 N. Bridge ROW sale and dedication to IDOT

Summary

IDOT is asking to purchase a portion of our land at 1975 N. Bridge St. (Countryside lift station) to use as right of way for the northern Rt. 47 expansion.

Background

The city originally purchased the land at 1975 N. Bridge in the early 2000's for the construction of the Countryside lift station to service the area to the west which includes Menards, Prairie Meadows, and Autumn Creek. At that time, we worked with IDOT to anticipate any future expansion, so there should not need to be any movement of sanitary sewer manholes or other city infrastructure, only the dedication of 0.095 acres in exchange for \$8600.00.

I have asked IDOT to make sure this remains a full access entrance to allow us to check, maintain, and service this lift station on a daily basis. This will be finalized at the design stage and should not be a problem.

Recommendation

I have had Attorney Orr, and EEI review the documents for accuracy and I recommend that we approve the dedication of ROW to IDOT for the sum of \$8600. I would ask that this be placed on the May 19, 2020 public works committee for discussion and recommendation to the city council.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

March 4, 2020

CERTIFIED MAIL NO.:
7016 2070 0000 7624 2987

United City of Yorkville
Attn: Mayor John Purcell
800 Game Farm Road
Yorkville, IL 60560

RE: Introduction and Offer Package Letter
1975 N. Bridge St., Yorkville, IL 60560
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
Kendall County
Job No. R-93-007-10
Parcel 3WA0001

Dear Mayor Purcell:

The Illinois Department of Transportation, Office of Program Development (IDOT) proposes to improve FAP Route 326 (IL 47) from south of Galena Road to Kennedy Road in Yorkville. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.095 acre of land as fee simple

Public records indicate the subject property is owned by the United City of Yorkville.

If you have any questions regarding the authority and procedures of IDOT in acquiring property under eminent domain and the property owner's rights under those procedures, please feel free to contact Ms. Mindy Colby of the Department of Transportation at (815) 434-8442, via email at Melinda.Colby@illinois.gov, or at the address above.

Mayor Purcell
Page 2
March 4, 2020

The following documents are included for your consideration:

- Waiver Valuation
- Legal description of the premises to be acquired
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Conveyance documents
- Right of Way Plat

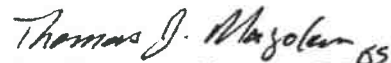
In addition, you are being provided with the following pamphlets:

- "A Landowner's Guide to Land Acquisition by the Illinois Department of Transportation and Eminent Domain,"
- "Highway Improvements and Property Rights."

If the amount is satisfactory, please sign the documents where indicated, and have the documents notarized where required. You may return them to this office or contact Ms. Colby for them to be picked-up at your convenience.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

 65

By: Thomas J. Magolan, P.E.
Land Acquisition Engineer

Enclosures



**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Route: FAP 326 (IL 47)
Section: (107, 108, 108S)R-1
County: Kendall

Project: N/A
Job No. R-93-007-10
Parcel 3WA0001

Owner(s) of Real Property: United City of Yorkville

Location of Property: 1975 N. Bridge Street
Yorkville, IL 60560

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of FAP Route 326 (IL 47). The legal description of the parcel to be acquired is found on the attached instrument of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is **estimated** without regard for any decrease or **increase** in the fair market value caused by the project for which the **property** is being acquired; however, the damage to the remaining property, if any, is estimated with full **consideration** of the effect of the proposed improvement.

1. Existing Property:

Total area 0.095 acre, more or less

Highest and best use: City lift station

2. Land to be Acquired in Fee Simple:

New right of way 0.095 acre

Existing right of way (when applicable) N/A acre

Total right of way 0.095 acre

3. Improvements and/or Fixtures to be Acquired:

Grass area, asphalt drive

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the 0.095 acre to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. \$8,300

\$8,300.00

Damage to the remaining property as a result of the acquisition (if any).
Relocate two steel posts and chain gate, and two boulders

\$300.00

Total compensation for permanent right of way acquired in fee simple.

\$8,600.00

Less cost of construction to be offset against total compensation.

§

Net compensation

\$8,600.00

Benefits in the amount of \$_____ have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements-

_____ for _____
acres (state purpose)

\$

Temporary Easements-

_____ for _____
acres (state purpose)

§

Total compensation for easements (when applicable)

§

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5)

\$8,600.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement	Owner-Retention Value
	\$

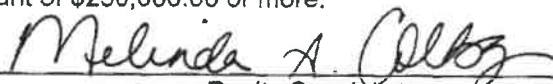
Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. Rich Ballerini will be happy to furnish information for your use in applying for a permit if one is needed.



Regional Engineer

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$8,600.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the Illinois Department of Transportation adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.



Realty Specialist



Date

Owner UNITED CITY OF
YORKVILLE
Address 1975 N. Bridge St.
Yorkville, IL 60560
Route FAP 326 (IL 47)
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Section (107, 108, 108S)R-1
Station 112+70.35
Station 115+35.06

WARRANTY DEED

UNITED CITY OF YORKVILLE, 800 Game Farm Road, Yorkville, IL 60560 (Grantor), a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$8,600.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 , grants, conveys, and warrants to the PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, 700 E. Norris Drive, Ottawa, IL 61350 (Grantee), the following described real estate in Yorkville, Illinois:

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2020.

United City of Yorkville
Name of Governmental Entity

By: _____
Signature

ATTEST:

John Purcell, Mayor
Print Name and Title

By: _____
Signature

Print Name and Title

State of Illinois)
County of Kendall) ss

This instrument was acknowledged before me on _____, 2020, by
John Purcell, as Mayor and _____, as _____ of the United
City of Yorkville, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

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

Date

Buyer, Seller or Representative

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

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
700 E. Norris Dr.
Ottawa, IL 61350



Affidavit of Title

Owner Address United City of Yorkville
1975 N. Bridge Street
Yorkville, IL 60560
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Station 112+70.35
Station 115+35.06

State of Illinois)
County of Kendall) ss

I, John Purcell, Mayor, being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
☐ Vacant and **unimproved** ☐ Agricultural and unimproved
☒ Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no **chattel mortgages**, conditional sales contracts or financing statements existing on or in connection with the premises to be **conveyed** which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual owner of the property is: _____

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2020.

By:

Signature

John Purcell, Mayor
Print Name and Title if applicable

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on _____, 2020, by John Purcell, Mayor.

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 9, COUNTRYSIDE CENTER UNIT NO. 4, YORKVILLE, KENDALL COUNTY, ILLINOIS, THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID LOT, 5.24 FEET TO A LINE PARALLEL WITH AND 45.0 FEET WESTERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 47, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS (AS TRACT NO. 1) BY DOCUMENT 911035 RECORDED FEBRUARY 25, 1992 FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE (BEING THE WESTERLY LINE OF THE STATE OF ILLINOIS TRACT) FORMING AN ANGLE OF 72 DEGREES 30 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCK WISE THEREFROM) 264.70 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 184.93 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 206.39 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 193.91 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL COUNTY AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-21-301-012

Owner United City of Yorkville
Address 1975 N. Bridge Street
Yorkville, IL 60560
Route FAP 326 (IL 47)
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Section (107, 108, 108S)R-1
Station 112+70.35
Station 115+35.06

CERTIFIED RESOLUTION

I, John Purcell, Mayor of the United City of Yorkville, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, 2020, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that John Purcell, the Mayor of the above-referenced governmental entity is hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Kendall County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$8,600.00:

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to 50 ILCS 605/4 voted for the adoption of this resolution as follows: AYE ____; NAY ____; ABSENT ____

Dated this _____ day of _____, 2020.

Signature

John Purcell, Mayor
Print Name and Title

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on _____, 2020, by
John Purcell, as Mayor of the United City of Yorkville.

(SEAL)

Notary Public

My Commission Expires: _____



Receipt of Conveyance Documents and Disbursement Statement

Owner United City of Yorkville
Job No. R-93-007-10
Parcel No. 3WA0001

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

- ☒ Warranty Deed covering 0.095 acre

all located in Kendall County, Illinois as right of way for FAP Route 326 (IL 47), Section (107, 108 108S)R-1 dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Eight Thousand Six Hundred and 00/100 Dollars (\$8,600.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
United City of Yorkville		800 Game Farm Road Yorkville, IL 60560	8,600.00

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date:

Grantor:

Signature

Signature

Print Name (and Title, if applicable)

Print Name (and Title, if applicable)

Signature

Signature

Print Name (and Title, if applicable)

Print Name (and Title, if applicable)

Date:

Grantee:

The People of the State of Illinois, Department of Transportation

Mindy Colby for State of Illinois, Department of Transportation

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
United City of Yorkville

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800 Game Farm Road

6 City, state, and ZIP code
Yorkville, IL 60560

7 List account number(s) here (optional):

8 Requester's name and address (optional):

Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**Illinois Department
of Transportation**

COPY

Waiver Valuation

Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall

Project _____
Job No. R-93-007-10
Parcel 3WA0001 Unit _____

☒ Original ☐ Supplemental No. _____

Based on the review of available data, an appraisal is unnecessary because the valuation is not complex and the anticipated value of the proposed acquisition is not expected to exceed \$10,000.00. and as directed under 49 CFR Part 24.2(a)(33) and 24.102(c)(2).

1. Owner's Name, Address and Telephone: United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560, Attn: John Purcell, Mayor Letter sent 2/5/2020 - no response (630)553-4350
2. Tenant's Name, Address and Telephone: N/A
3. Identification of Property: 1975 N. Bridge Street, Yorkville, IL 60560
02-21-301-012
4. Inspection Date: 2/5/2020, 2/24/2020 4a. By: Robert P. Simpson
5. Present Use: City Lift Station 5a. Highest and Best Use: City Lift Station
6. Zoning: R1 6a. Farmland Preservation Act: N/A
7. Area of Whole: 1.398 (ac./s.f.) Permanent Easement: N/A (ac./s.f.)
Total ROW: 0.095 (ac./s.f.) Temporary Easement: N/A (ac./s.f.)
Net New ROW: 0.095 (ac./s.f.) Area of Remainder: 1.303 (ac./s.f.)
Existing ROW: N/A (ac./s.f.)
8. Sales Considered: Bristol Townships sales (in work file)
9. Fair Market Value of Property Taken (including improvements) as Part of the Whole \$8,300.00
10. List Improvements and Type of Land Grass area, Asphalt Drive
11. Damage to the Remainder: \$300.00
12. Description of Damages Considered or Non-Complex Cost to Cure:
Includes cost to cure to relocate two steel posts and chain gate and two boulders
13. Compensation for P.E.: \$N/A
Remarks: _____
14. Compensation for T.E.: \$N/A
Remarks: _____
15. **Total Compensation** \$8,600.00

RPB
Prepare's Signature

2/25/2020
Date

Regional Engineer's Signature

Date

Engineer's License #

Photographs

Subject Property

Photographs are required on all properties. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	2/24/2020
Photograph By:	R. Simpson
Camera Facing:	West

Description: Whole Property



Date of Photograph:	2/24/2020
Photograph By:	R. Simpson
Camera Facing:	South

Description: Acquisition Area

Photographs

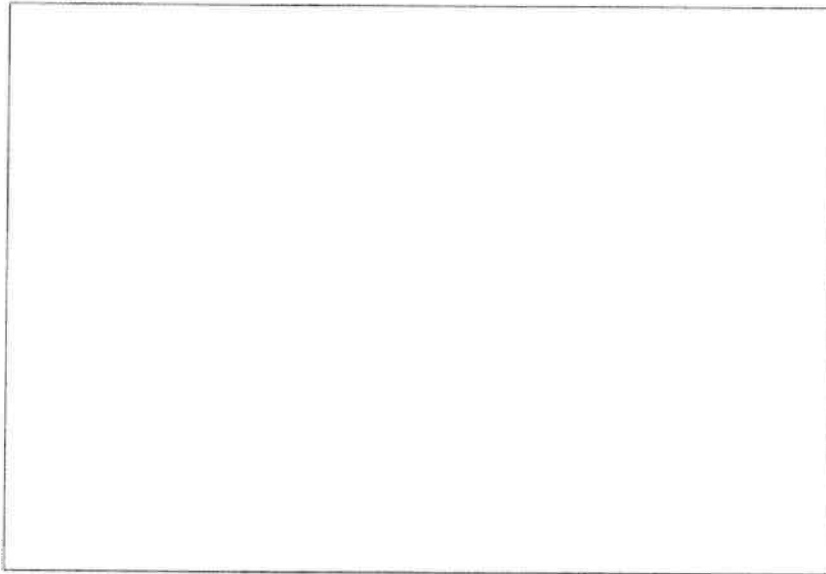
Subject Property

Photographs are required on all properties. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



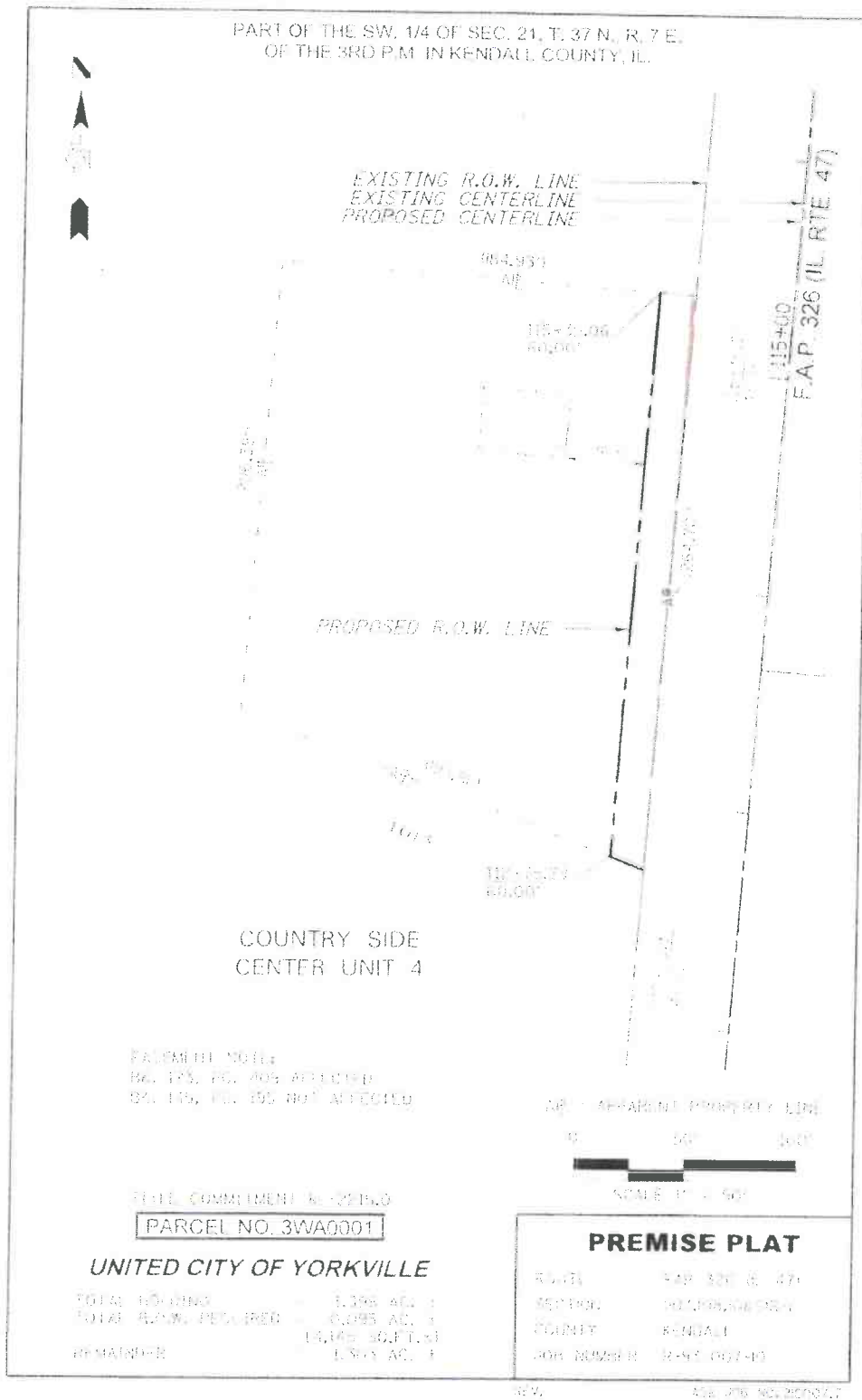
Date of Photograph:	02/24/2020
Photograph By:	R. Simpson
Camera Facing:	North

Description: Acquisition Area,



Date of Photograph:	
Photograph By:	
Camera Facing:	

Description



Fidelity National Title Insurance Company

A.L.T.A. Commitment

Issuing Agent
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, IL 60560

Prepared for
Illinois Department of Transportation 3
700 East Norris Drive
Ottawa, IL 61350

Customer Reference:
IDOT Parcel Number: 3WA0001

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO **EXTRA**CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

WTC File No: I3-2014KL-2215.0

Date: 12/27/2019

Prepared For:

Illinois Department of Transportation 3
700 East Norris Drive
Ottawa, IL 61350

Effective Date of Commitment: August 27, 2014
Effective Date of Later Date: December 03, 2019

Job	R-93-007-10	WTC#	I3-2014KL-2215.0
FAP	326 (IL 47)	Effective Date	December 03, 2019
County	Kendall	Section	21
Section	(107, 108, 108S)R-1	Township	37N
Parcel	3WA0001	Range	7E

Tax Parcel Number(s):
02-21-301-012

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Job R-93-007-10
FAP 326 (IL 47)
County Kendall
Section (107, 108, 108S)R-1
Parcel 3WA0001

Date: 12/27/2019

A.L.T.A. COMMITMENT FORM
Schedule A

WTC Number: I3-2014KL-2215.0
Effective Date: December 03, 2019

1. Policy or Policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: \$1,000.00
Proposed Insured: The People of the State of Illinois
Department of Transportation
2. The estate or interest in the land described or referred to in this commitment is
a Fee Simple and title hereto is at the effective date hereof vested in:


United City of Yorkville
3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

Date: 12/27/2019

Job R-93-007-10
FAP 326 (IL 47)
County Kendall
Section (107, 108, 108S)R-1
Parcel 3WA0001

WTC Number: I3-2014KL-2215.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 9, COUNTRYSIDE CENTER UNIT NO. 4, YORKVILLE, KENDALL COUNTY, ILLINOIS, THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID LOT, 5.24 FEET TO A LINE PARALLEL WITH AND 45.0 FEET WESTERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 47, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS (AS TRACT NO. 1) BY DOCUMENT 911035 RECORDED FEBRUARY 25, 1992 FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE (BEING THE WESTERLY LINE OF THE STATE OF ILLINOIS TRACT) FORMING AN ANGLE OF 72 DEGREES 30 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 264.70 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 184.93 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 206.39 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 193.91 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL COUNTY AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-21-301-012

ISSUED BY:
Wheatland Title Company
105 W Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or **special** assessments which are not shown as **existing** liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the **Commitment** date and prior to the effective date of the final Policy.
7. All rights and **easements** in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2019 and thereafter.

Taxes for the property in question are EXEMPT.

PERMANENT TAX NUMBER: 02-21-301-012

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 02-21-301-012
United City of Yorkville
800 Game Farm Rd
Yorkville, IL 60560
8. Conveyances within the past five years: None.
9. Contiguous property owned by record title holder: None.
10. A Dedication of Right of Way for Public Road Purposes dated February 18, 1931 and recorded March 14, 1931 in Book 77 Page 627 made by John M. Boomer and Ruth Boomer to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Kendall County

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Recorder's Office.

11. A **Dedication** of Right of Way for Public Road Purposes dated January 12, 1931 and recorded March 14, 1931 in Book 77 Page 605 made by John M. Boomer and Ruth Boomer to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Kendall County Recorder's Office.
12. An **Easement** dated April 26, 1960 and recorded December 6, 1960 as Document No. 132061 made by Ralph Holdiman and Ethel Holdiman to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.
13. An **Easement** dated April 6, 1965 and recorded November 15, 1965 as Document No. 150260 Book 145 Page 195 made by Ethel L. Holdiman and Ralph E. Holdiman to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.
14. **Right of Way Plans** for Proposed Federal Aid Highway FAP 326 (IL 47) recorded August 9, 2012 as Document No. 201200014927 in the Kendall County Recorder's Office.
15. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

- End Schedule B -

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.
 - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

A. The Plaintiff is:

The People of the State of Illinois, Department of Transportation

B. The Defendants are:

1. United City of Yorkville

C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

Parcel No. 3WA0001
Name United City of Yorkville
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall
Job No. R-93-007-10
Sta. 112+70.35 to Sta. 115+35.06

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

SW 1/4 OF SEC. 21, T. 37 N., R. 7 E. OF THE 3RD P.M.



PROPOSED ELEVATION DATA
1. STA. 0+00 TO 0+100
2. STA. 0+100 TO 0+200
3. STA. 0+200 TO 0+300
4. STA. 0+300 TO 0+400
5. STA. 0+400 TO 0+500
6. STA. 0+500 TO 0+600
7. STA. 0+600 TO 0+700
8. STA. 0+700 TO 0+800
9. STA. 0+800 TO 0+900
10. STA. 0+900 TO 0+1000

COUNTRY SIDE CENTER UNIT 4

PARCEL NO. 204-001

PARCEL NO. 204-002

PARCEL NO. 204-003

PARCEL NO. 204-004

PROPOSED ELEVATION DATA
1. STA. 0+00 TO 0+100
2. STA. 0+100 TO 0+200
3. STA. 0+200 TO 0+300
4. STA. 0+300 TO 0+400
5. STA. 0+400 TO 0+500
6. STA. 0+500 TO 0+600
7. STA. 0+600 TO 0+700
8. STA. 0+700 TO 0+800
9. STA. 0+800 TO 0+900
10. STA. 0+900 TO 0+1000

E.A.P. 328 (IL RTE 47)

CARPENTER ST

KENNEDY RD

BLACKBERRY CREEK

W LEXINGTON CIRCLE

RESID OF LOT 2 IN
MENARD'S COMMERCIAL COMMONS

MENARD'S COMMERCIAL COMMONS
FOURTH ADDITION

PARCEL NO. 204-005

Handwritten signature



AMERICAN

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PLAT OF HIGHWAYS

CONTRACT NO.

PLAT OF HIGHWAYS INDEX SHEET

PARCEL NUMBER	PARCEL INDEX NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
3WA0001	02-21-301-012	UNITED CITY OF YORKVILLE	4	
3WA0002	02-21-301-011 02-20-277-003 02-21-187-001	SEE NOTE 1	4	
3WA0003	02-21-301-014	JAMES J. WARD AND BETH A. WARD, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
3WA0004	02-21-301-013 02-21-301-010	SEE NOTE 2	4	
3WA0005	02-21-327-002	JASON P. ADAMS AND RENEE J. ADAMS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
3WA0006	02-21-301-001	MATTHEW A. WEISS AND STACEY LYNN WEISS, HUSBAND AND WIFE, AS JOINT TENANTS	5	
3WA0007	02-21-178-001	ORTAN ROBERT HARR, AND LINDSEY HARR, AS TENANTS BY THE ENTIRETY	5	
3WA0008	02-21-152-002 02-21-152-003 02-21-151-018 02-20-277-002	RAYMOND W. WILLIAMSON III AND KRISTINE D. WILLIAMSON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	5	
3WA0009	02-21-176-001	RONALD L. LOVELESS SR. AND JUNE M. LOVELESS, HUSBAND AND WIFE, IN JOINT TENANCY	5	
3WA0010	02-21-116-002	TRINITY CHURCH UNITED METHODIST F.W./A YORKVILLE UNITED METHODIST CHURCH	6	
3WA0011	02-21-102-001 02-21-102-002	JUDITH L. CASEY, AS TRUSTEES UNDER A TRUST AGREEMENT DATED THE 17TH DAY OF MAY, 2008 AND KNOWN AS THE J. CASEY REVOCABLE TRUST	6	
3WA0012	02-21-101-021	THE NATIONAL BANK	6	
3WA0013	SEE NOTE 4	WM. BRISLEY JR. COMPANY, A DELAWARE CORPORATION	6	
3WA0014	02-21-101-022	YORKVILLE RETAIL VENTURE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	6	
3WA0015	02-21-101-018	AURORA YORKVILLE REAL ESTATE, LLC	7	
3WA0016	02-16-300-007 02-17-400-009	COPI HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	7	
3WA0017	02-16-501-002P71	BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, WHICH ACQUIRED TITLE AS THE AURORA BRANCH RAILROAD COMPANY	8	
3WA0018	02-16-300-004	COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION	8	
3WA0019	02-16-300-004	COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION	8	
3WA0020	02-16-351-007	MESLEY PROPERTY CORP., AN ILLINOIS CORPORATION	8	

PARCEL NUMBER	PARCEL INDEX NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
3WA0021	02-16-352-001	ROBERT D. FISHER, CARL C. FISHER, JOHN E. LEE, SR., DELOROS C. LEE, AND DIANE J. CONOVER, EACH AS TO AN UNDIVIDED 1/3 INTEREST	11	
3WA0022	02-16-153-003 02-17-277-001	YORKVILLE BUSINESS CENTER ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION	11	
3WA0023	02-16-153-019 02-16-277-024	YORKVILLE HOME DESIGN CENTER RETAIL OWNERS ASSOCIATION, A NOT-FOR-PROFIT ORGANIZATION	11	
3WA0024	02-16-153-001 02-17-277-003	TERRY RICHARDS	11	
3WA0025	02-17-226-008	DEWIS W. KNAUF AND JULIE A. KNAUF, HUSBAND AND WIFE, AS JOINT TENANTS	11	
3WA0026	02-16-101-004 02-16-101-006 02-17-226-003 02-17-226-004	SAN PLAZA PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	12	
3WA0027	02-16-102-005	CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FIRST NATIONAL BANK, SUCCESSOR TO CASTLE BANK, AS TRUSTEE UNDER A TRUST AGREEMENT KNOWN AS TRUST NUMBER 2508	12	
3WA0028	02-16-101-007 02-16-101-008 02-17-226-011 02-17-226-012	BRIAN P. WEBER AND AMELIA K. WEBER, AS JOINT TENANTS	12	
3WA0029	02-17-226-001	LIMITED HOLDINGS LLC	12	
3WA0030	02-16-102-001	DANIEL GAVIN	12	
3WA0031	02-17-226-010	LAI-CHENG SUEW TRUSTEE AND CHENG-WEI SUEW TRUSTEE TRUST DATED SEPTEMBER 23, 1996 KNOWN AS THE CHENG-WEI SUEW LIVING TRUST	12	
3WA0032	02-09-300-001	SEE NOTE 3	13	
3WA0033	02-08-400-001	CHICAGO WB INVESTORS LLC	13	
3WA0034	02-09-300-014	RAGING WAVES LLC, SERIES A, A DELAWARE SERIES LIMITED LIABILITY COMPANY	14	
3WA0035	02-09-300-015	BETTY O'KEEFE FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP	15	
3WA0036	02-08-200-013 02-05-400-005	DANIEL A. HAZEL	15	
3WA0037	02-09-100-010	REMOLL COUNTY, ILLINOIS	16	

NOTE 1: CLARENCE H. HOLDMAN AND SANDRA HOLDMAN, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 50/50 INTEREST, SHARON HOLDMAN DEWITT, N/K/A SHARON HOLDMAN DEWITT, AS TO AN UNDIVIDED 50/50 INTEREST, CLARENCE H. HOLDMAN, AS TO AN UNDIVIDED 50/50 INTEREST, SHARON HOLDMAN, AS TO AN UNDIVIDED 50/50 INTEREST, BETH HOLDMAN, AS TO AN UNDIVIDED 50/50 INTEREST.

NOTE 2: CLARENCE H. HOLDMAN, TRUSTEE UNDER THE CLARENCE H. HOLDMAN LIVING TRUST DATED MAY 17, 2000, AS TO AN UNDIVIDED 1/2 INTEREST AND SANDRA KAY HOLDMAN (OR HER SUCCESSOR), TRUSTEE UNDER THE SANDRA KAY HOLDMAN LIVING TRUST DATED MAY 17, 2000, AS TO AN UNDIVIDED 1/2 INTEREST.

NOTE 3: CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FIRST NATIONAL BANK, SUCCESSOR TO CASTLE BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 2000, AND KNOWN AS TRUST NUMBER 2373.

NOTE 4: 02-21-126-001; 02-16-401-001; 02-16-300-008; 02-16-300-009; 02-21-126-002

FILE NO. 100-119887-7

FILE NAME

Sheet 02 of 16

FILED WORK COMPLETED ON 12/12/2010

OWNER NAME - HELLIC

DISCREPANCY - GB

REVISION - CR

CHECKED - CF

REVISION - CR

PLAT DATE - 1/15/2011

DATE - 4/18/2011

REVISION - CR

ILLINOIS DEPARTMENT OF TRANSPORTATION
PLAT OF HIGHWAYS

ROUTE FAP 326 (IL 47)
SEC

SECTION (107, 108, 108S) R-1
T 37 N, R 7 E OF 3RD P.M.

COUNTY KENDALL
PROJECT#

JOB # R-93-007-10
SHEET NO. 2 OF 18 SHEETS

STA 112+70.35 TO STA 260+44.78

CONTRACT NO.








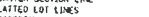

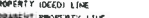



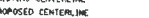














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SURVEYING & ENGINEERING, P.C.
841 N. Collins Ave., Des Moines, IA 50319
515-288-6281
ILLINOIS PROFESSIONAL DESIGN
FIRM NO. 184-003182

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLAT OF HIGHWAYS

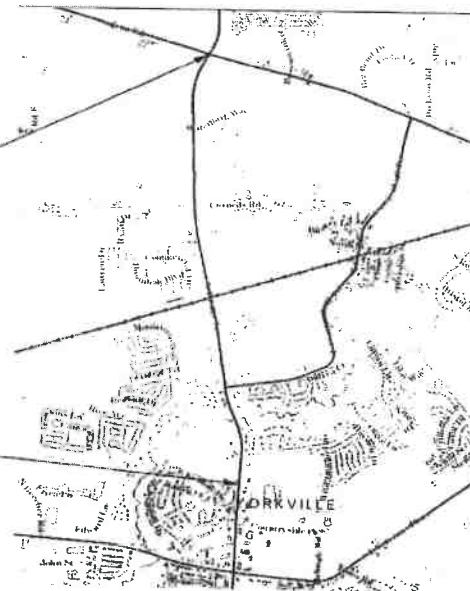
ROUTE: FAP ROUTE 326 (IL 47)
SECTION: (107, 108, 108S)R-1
COUNTY: KENDALL
LIMITS: CARPENTER ST. TO GALENA RD.
JOB NO.: R-93-007-10

LEGEND

- | | | | |
|---|------------------------------|---|---|
|  | SECTION CORNER |  | QUARTER SECTION CORNER |
|  | SECTION LINE |  | QUARTER SECTION LINE |
|  | PLATTED LOT LINE |  | PROPERTY LINE |
|  | APPARENT PROPERTY LINE |  | EXISTING CENTERLINE |
|  | PROPOSED CENTERLINE |  | EXISTING RIGHT OF WAY LINE |
|  | PROPOSED RIGHT OF WAY LINE |  | PROPOSED RIGHT OF WAY & ACCESS CONTROL LINE |
|  | PROPOSED EASEMENT |  | EXISTING ACCESS CONTROL LINE |
|  | PROPOSED ACCESS CONTROL LINE |  | MEASURED DIMENSION |
|  | RECORDED DIMENSION |  | EXISTING BUILDING |
-
- | | | | |
|---|------------------------|---|----------------|
|  | IRON PIPE OR ROD FOUND |  | HAND SET |
|  | CUT CROSS FOUND OR SET |  | 5/8" REBAR SET |
-
- | | |
|---|--|
|  | STARTING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER. |
|  | STARTING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. SURVEY 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKED POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER. |
|  | PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 66710102 (TO BE SET BY OTHERS) |
|  | RIGHT OF WAY STARTING PROPOSED TO BE SET |

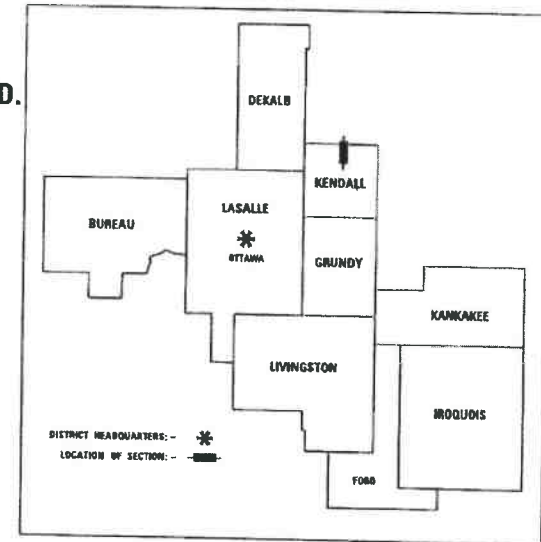
LAND ACQUISITION ENDS
STA. 260 + 44.78

LAND ACQUISITION BEGINS
STA. 112 + 70.35



LOCATION MAP
NOT TO SCALE

REGION 2 DISTRICT 3

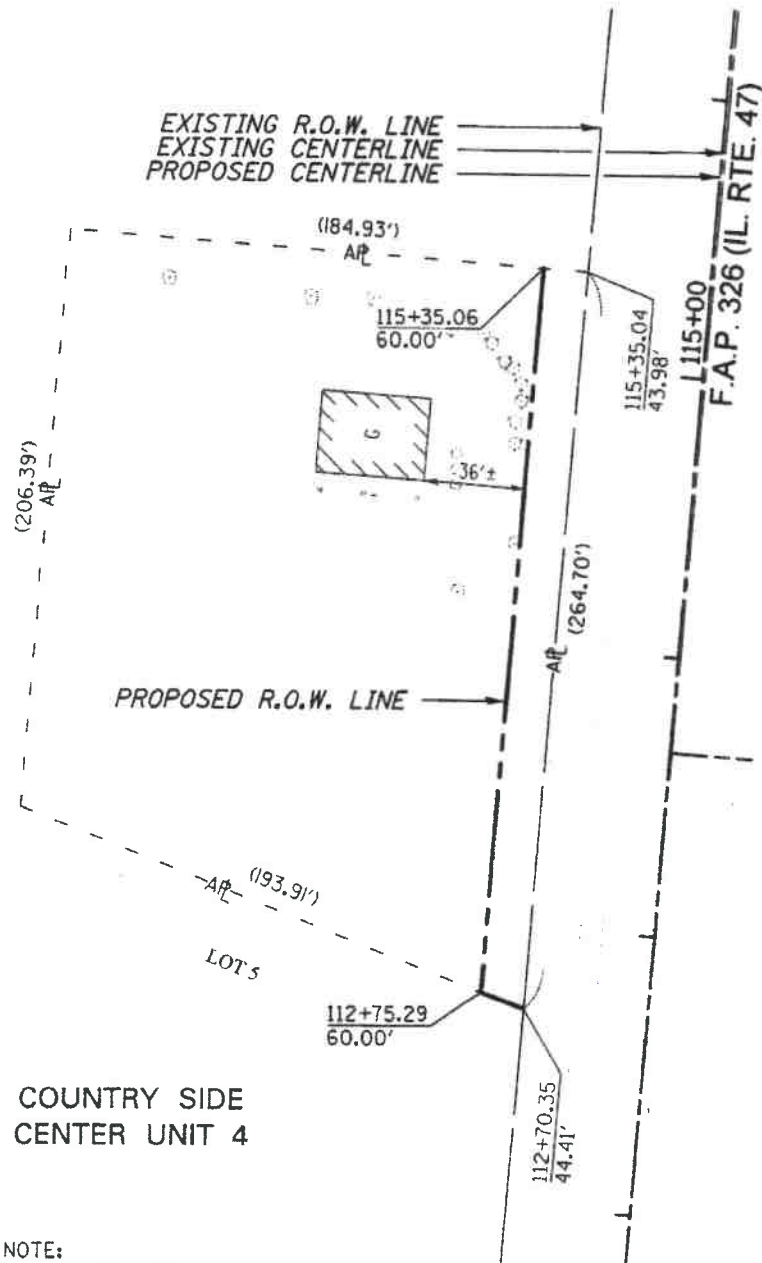


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ILLINOIS PROFESSIONAL DESIGN
FIRM NO. 184-003182
SHEET 1 OF 10 SHEETS

PART OF THE SW. 1/4 OF SEC. 21, T. 37 N., R. 7 E.
OF THE 3RD P.M. IN KENDALL COUNTY, IL.



EASEMENT NOTE:
BK. 123, PG. 409 AFFECTED
BK. 145, PG. 195 NOT AFFECTED

APL = APPARENT PROPERTY LINE



TITLE COMMITMENT KL-2215.0

PARCEL NO. 3WA0001

UNITED CITY OF YORKVILLE

TOTAL HOLDING = 1.398 AC. ±
TOTAL R.O.W. REQUIRED = 0.095 AC. ±
[4,145 SQ.FT.±]
REMAINDER = 1.303 AC. ±

PREMISE PLAT

ROUTE FAP 326 (IL 47)
SECTION (107,108,108S)R-1
COUNTY KENDALL
JOB NUMBER R-93-007-10

REV.

ASE JOB NO. 210007.7

**AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE
FOR HIGHWAY PURPOSES**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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 of Illinois; and,

WHEREAS, the Illinois Department of Transportation, Office of Program Development (“IDOT”) proposes to improve Illinois Route 47 from south of Galena Road to Kennedy Road in the City, which improvement requires the acquisition of .095 acres, legally described on *Exhibit A* attached hereto, owned by the City (the “Property”); and,

WHEREAS, the City has agreed to compensation in the amount of \$8,600.00 as the fair market value of the Property and is prepared to convey the Property to the People of the State of Illinois, Department of Transportation for highway purposes as hereinafter provided.

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

Section 1. Conveyance of the real property legally described on *Exhibit A* attached hereto (the “Property”) to the People of the State of Illinois, Illinois Department of Transportation for highway purposes is hereby authorized.

Section 2. The City hereby agrees to accept compensation in the amount of \$8,600.00 for the aforesaid conveyance of the Property.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Warranty Deed conveying the Property as aforesaid and to execute and deliver such instruments as may be necessary to implement said conveyance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

City Clerk

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor



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

Agenda Item Number

New Business #4

Tracking Number

PW 2020-33

Agenda Item Summary Memo

Title: Mill Road Railroad Crossing Agreements

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: Review of Agreements

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: May 11, 2020
Subject: Mill Road – BNSF Agreements

The purpose of this memo is to present three (3) separate agreements regarding the planned improvements on Mill Road at the BNSF Grade Crossing. The three (3) agreements are as follows:

1. BNSF Crossing Agreement
2. ICC Stipulated Agreement
3. BNSF Easement Agreement

Background:

The Mill Road Reconstruction project will require improvements to be made at the BNSF crossing. Improvements to the crossing include widening of the crossing surface at the tracks and installation of upgraded safety equipment.

The improvements will be constructed by BNSF. The cost breakdown is noted below. Note that the Illinois Commerce Commission (ICC) has committed to pay for 95% of the safety equipment upgrades with Grade Crossing Protection Funds (GCPF).

	Cost – BNSF or GCPF	Cost - City
Railroad Crossing/Widening	\$0	\$17,080
Safety Equipment Installation	\$188,932	\$9,944
Easement Agreement	\$0	\$6,250
Total	\$188,932	\$33,274

The BNSF Crossing Agreement is a standard agreement between the Railroad and the City for the necessary widening improvements.

The ICC Stipulated Agreement commits the GCPF for the project.

An easement across the BNSF Railroad ROW does not exist, therefore they will require an easement agreement. BNSF will require a payment of \$6,250 for the easement.

Questions Presented:

Should the City approve the three (3) agreements related to the railroad improvements?

Discussion:

The original project budget allowed for \$250,000 for railroad related costs.

Project costs will be paid for with funds from the developer of Grande Reserve.

The City Attorney, as in most situations with the railroad, accepts the documents having reviewed them.

Action Required:

Consideration of approval of the three (3) agreements.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A SERVICES AGREEMENT
WITH BNSF RAILWAY COMPANY**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, BNSF Railway Company ("*BNSF*") operates and maintains a system of railway tracks throughout the United States, including parts of the City; and,

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") desire to improve safety around the existing intersection of Mill Road and BNSF's tracks (the "*Intersection*"); and,

WHEREAS, BNSF has agreed to install a new concrete crossing surface at the Intersection and to upgrade its tracks in conjunction with the installation; and,

WHEREAS, the Corporate Authorities will improve Mill Road at the Intersection to accommodate the newly installed surface; and

WHEREAS, the Mayor and City Council of the City have reviewed the Crossing Surface Installation Agreement (the "*Services Agreement*") and find it to be in the best interests of the City and its residents to contract with BNSF in accordance with the terms of the Services Agreement, thereby improving the safety and condition of Mill Road at the intersection with the BNSF railway tracks.

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

Section 1. The recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. The Services Agreement between the United City of Yorkville and BNSF Railway Company, a foreign corporation, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Services Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2020.

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor

Attest:

City Clerk



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10016019
Mile Post 43.743
Line Segment 1
U.S. DOT Number 079578N
Mendota Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, 20__, by and between the United City of Yorkville, IL (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to extend the existing concrete crossing surface at Mill Road to allow for a wider roadway;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install 8' of a new concrete crossing surface on each side of the road. The new crossing surface will adequately cover all vehicular driving lanes at Mill Road. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

- (a) Design and Construction of Mill Road;
- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD;
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent; and,
- (f) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.



3. **Payment; Invoicing.** AGENCY agrees to pay Company the actual cost of the BNSF Work. AGENCY's **ESTIMATED** total cost for the new crossing surface is \$17,576 as shown in Exhibit B. Company shall send to AGENCY a final invoice upon completion and AGENCY shall pay the final invoice within 30 days of receipt.

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Mill Road Street crossing during installation of the new crossing surface.

6. **Drainage.** The AGENCY agrees to allow BNSF to drain water from the Mill Road Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7. **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Mill Road Street/Ave and the new crossing surface on both sides of the track as well as the area between the tracks.

8. **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

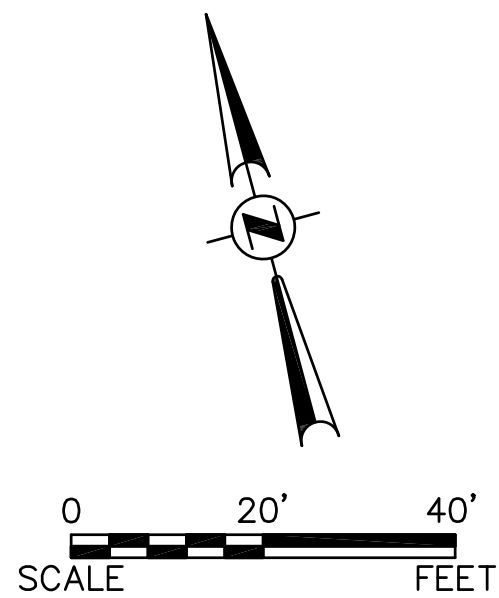
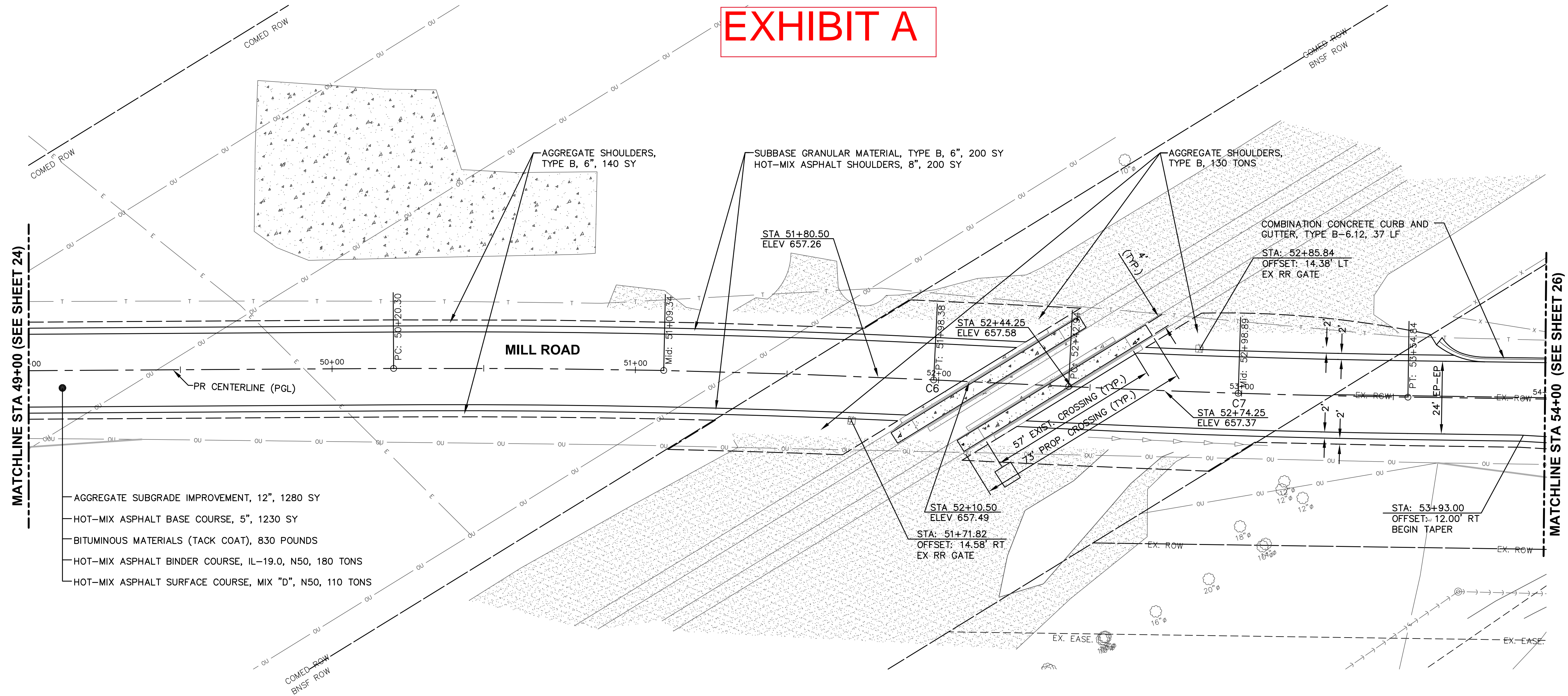
AGENCY:
United City of Yorkville

By: _____

Printed Name: _____

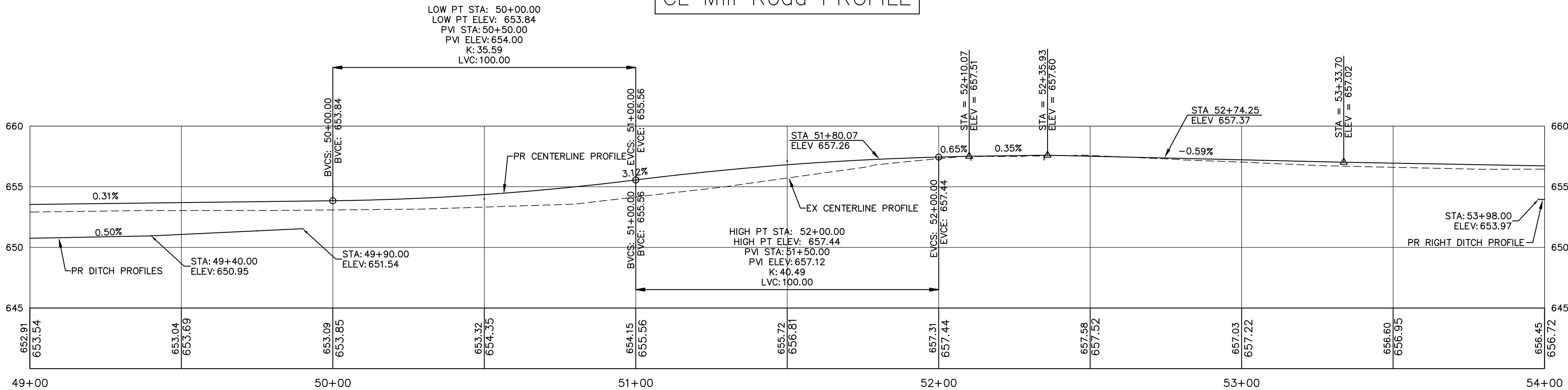
Title: _____

EXHIBIT A



- AGGREGATE SUBGRADE IMPROVEMENT, 12", 1280 SY
- HOT-MIX ASPHALT BASE COURSE, 5", 1230 SY
- BITUMINOUS MATERIALS (TACK COAT), 830 POUNDS
- HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 180 TONS
- HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 110 TONS

CL Mill Road PROFILE



PROP. CURVE NO. 6
PI STA. = 51+09.37
 $\Delta = 03^\circ 08' 22''$ (RT)
 $D = 01' 45' 47''$
 $R = 3250.00'$
 $T = 89.06'$
 $L = 178.09'$
 $E = 1.22'$
 $e =$
T.R. =
S.E. RUN =
P.C. STA. = 50+20.30
P.T. STA. = 51+98.39

PROP. CURVE NO. 7
PI STA. = 52+98.90
 $\Delta = 01^\circ 58' 22''$ (LT)
 $D = 01' 45' 47''$
 $R = 3250.00'$
 $T = 55.95'$
 $L = 111.90'$
 $E = 0.48'$
 $e =$
T.R. =
S.E. RUN =
P.C. STA. = 52+42.95
P.T. STA. = 53+54.85

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

Plotted: February 18, 2020 @ 2:07 PM By: Jim Schmidt - Tab: PP9 (25) Mill Road 22-34

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

MILL ROAD RECONSTRUCTION
YORKVILLE, ILLINOIS

MILL ROAD
PLAN & PROFILE
STA 49+00 TO STA 54+00

DATE: SEPTEMBER 2018
PROJECT NO: Y01726
Y01726 PP
SHEET **25** OF **76**

Path: \\HERCULES\EEL\STORAGE\CAD\SDSKPRO\YORKVILLE\Y01726.DWG FINAL ENG\Y01726 PP

EXHIBIT BAUTHORITY FOR EXPENDITURE

LOCATION : BRISTOL	LINE SEGMENT : 1	AFE NUMBER :
PLANITEM NUMBER : 234633000	MILEPOST : 43.743	RFA NUMBER : 5902220
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CH	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : MENDOTA	BUDGET YEAR : 2020
JOINT FACILITY : YORKVILLE	TRACK TYPE : 1	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : IL	REPORTING OFFICE : 722
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S3801

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV MENDOTA SUB LS 1 MP 43.743 - DOT# 079578N - 100% BILLABLE TO YORKVILLE - EXTEND CROSSING 8' IN BOTH DIRECTIONS ON BOTH TRACKS ACCT PUBLIC AGENCY WILL BE WIDENING THE ROADWAY

PRIMARY FUNDING SOURCE IS STATE

** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
234633000	1	43.743	43.743	1	BRISTOL	BRISTOL	PUBLIC IMPROVEMENT PROJECT	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	6,939	6,939
MATERIAL COSTS	0	0	0	0	8,518	8,518
OTHER COSTS	0	0	0	0	1,623	1,623
TOTALS	0	0	0	0	17,080	17,080

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5902220

COSTING DATE: 01/01/2020

PRINTED ON: 10/30/2019

ESTIMATED BY: SAVARD

PRINTED BY: SAVARD

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
YORKVILLE

LOCATION BRISTOL

DETAILS OF ESTIMATE

PLAN ITEM : 234633000

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV MENDOTA SUB LS 1 MP 43.743 - DOT# 079578N - 100% BILLABLE TO YORKVILLE

EXTEND CROSSING 8' IN BOTH DIRECTIONS ON BOTH TRACKS ACCT PUBLIC AGENCY WILL BE WIDENING THE ROADWAY

REQUESTED BY DANIEL PELTIER 6/19/19

REVISION REQUESTED BY DANIEL PELTIER 10/29/19 - CHANGE XING MATERIAL

PRIMARY FUNDING SOURCE IS STATE

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

REPLACE CROSS TIES - CAP	15.44 MH	521	
REPLACE PUBLIC CROSSING - TOTAL REHAB	32.0 MH	1,001	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	16.0 MH	501	
PAYROLL ASSOCIATED COSTS		1,321	
DA OVERHEADS		2,194	
EQUIPMENT EXPENSES		1,048	
INSURANCE EXPENSES		353	
TOTAL LABOR COST		6,939	6,939

MATERIAL			

SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	72.0 EA **	144	
TIE, GRADE 5, BORATE TREATED	24.0 EA	1,425	
CONC 136 08-SEC, FOR TANGENT TRK, WITH FILLER FOR	32.0 FT **	5,184	
CONCRETE XING RAMP AND PANEL RESTRAINT,	2.0 ST **	620	
MATERIAL HANDLING		368	
ONLINE TRANSPORTATION		48	
USE TAX		656	
OFFLINE TRANSPORTATION		73	
TOTAL MATERIAL COST		8,518	8,518

OTHER			

TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			15,457
CONTINGENCIES			1,453
BILL PREPARATION FEE			170
GROSS PROJECT COST			17,080
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			17,080

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Mill Road widening.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State



and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify United City of Yorkville at _____ and Railway's Manager Public Projects, telephone number (763) 782-3495 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Brian Ferencak at 773-579-5129 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the United City of Yorkville and must not be undertaken until approved in writing by the Railway, and until the United City of Yorkville has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the United City of Yorkville for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or



agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 815-246-9752) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by United City of Yorkville. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 17 freight trains per 24-hour period at a timetable speed of 60 MPH and 7 passenger trains at a timetable speed of 79 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY**

OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (John Stilley 913-551-4519). All underground and overhead wires will be considered **HIGH VOLTAGE** and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	St:	Zip:	
_____		_____	_____	_____	
8. Date of Birth:		and/or Age:		Gender:	
_____		_____		_____	
		(if available)			
Phone Number:		Employer:			
_____		_____			
9. Injury:		10. Body Part:			
_____		_____			
		(i.e., Laceration, etc.)		(i.e., Hand, etc.)	
11. Description of Accident (To include location, action, result, etc.): _____					

12. Treatment:					
<input type="checkbox"/> First Aid Only					
<input type="checkbox"/> Required Medical Treatment					
<input type="checkbox"/> Other Medical Treatment					

13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
15. Hospital Name: _____					
16. Hospital Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
17. Diagnosis: _____					



EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: BF10016019

_____ **[contractor's legal name]** (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 202_, with the **United City of Yorkville** for the performance of certain work in connection with the following project: **widening of Mill Road**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for United City of Yorkville (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend



any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

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



- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

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

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:



- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to remove any exclusion for punitive damages.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
 - ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.



The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed



against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Dusty Hartz (815-246-9752) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.



Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

(Contractor legal name)

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective _____, 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A STIPULATED AGREEMENT WITH
THE ILLINOIS COMMERCE COMMISSION AND BNSF RAILWAY COMPANY**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, BNSF Railway Company ("*BNSF*") operates and maintains a system of railway tracks throughout the United States, including parts of the City; and,

WHEREAS, the Illinois Commerce Commission (the "*Commission*") conducted an investigation into pedestrian and vehicular safety at the intersection of Mill Road and BNSF's tracks at railroad milepost 43.74 (the "*Intersection*"); and,

WHEREAS, the Commission has determined, and the City and BNSF agree, that multiple improvements must be made to increase public safety at the Intersection, including the installation of new warning equipment, circuitry, and signals, as well as a remote monitoring system (the "*Improvements*"); and,

WHEREAS, pursuant to an order from the Commission, the Illinois Department of Transportation ("*IDOT*") shall allow Motor Fuel Tax revenue from the Grade Crossing Protection Fund ("*GCPF*") to be used to pay for 95% of the Improvements, with the City paying for the remaining cost; and

WHEREAS, the Mayor and City Council of the City have reviewed the Stipulated Agreement between the Commission, IDOT, BNSF, and the City (the "*Stipulated Agreement*") and find it to be in the best interests of the City and its residents to enter into the Stipulated Agreement to improvement safety for the traveling population at the Intersection.

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

Section 1. The recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. The Stipulated Agreement between the United City of Yorkville, BNSF Railway Company, the Illinois Commerce Commission, and the Illinois Department of Transportation, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Stipulated Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2020.

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor

Attest:

City Clerk

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2060**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), The BNSF Railway Company (Company), the United City of Yorkville (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the Mill Road (AAR/DOT #079578N, railroad milepost 43.74) highway-rail grade crossing of the Company's tracks, located in Yorkville, Kendall County; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossings by a representative of the Commission's Transportation Bureau Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersections, train movements, vehicular traffic volumes, sight distances and other pertinent data relating to the crossings has been obtained and shown on Exhibits A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossings upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law ("MFT") be required to pay a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the crossings should be:

- (a) Installation of new constant warning time equipment and circuitry and signal bungalow; relocation of the existing warning devices (automatic flashing light signals and gates with a bell, equipped with an event recorder); and, installation of a remote monitoring system, by the Company.

Section 3 The Company has prepared preliminary drawings, circuit plans and preliminary cost estimates to accomplish the proposed safety improvements, which may be required by Commission Order. The drawings, circuit plans and cost estimates are attached and incorporated herein by reference as Exhibits B.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that the Grade Crossing Protection Fund should be utilized for 95% of the work associated with the Installation and Upgrade of the constant warning equipment bungalow, and circuitry, relocation of the automatic flashing light signals and gates with a bell, and equipped with an event recorder and a remote monitoring, the cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY
Installation of new CWT equipment and circuitry and signal bungalow, relocation of the existing warning devices (Automatic Flashing Light Signals and Gates, equipped with an event recorder), installation of remote monitoring system	\$198,876	(95%) \$188,932 ¹	(5%) \$9,944 ¹	(0%) \$0 ²
TOTALS	\$198,876	\$188,932	\$9,944	\$0²

Notes:

¹ Total GCPF assistance not to exceed \$188,932; any installation costs above the estimated amount of \$198,876 will be divided between the GCPF and the City in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

² Company responsible for all future operating and maintenance costs associated with the new automatic warning devices. The warning device improvements are taking place in conjunction with a roadway widening project funded by the City. With available funding, the City has agreed to pay the 5% railroad share first recommended by Commission Staff.

Section 6 Commission Staff originally proposed a 95% / 5% cost division between the Grade Crossing Protection Fund (GCPF) and the Company. The City has agreed to pay the 5% portion of the cost for the proposed improvements, not to exceed \$9,944.

Section 7 The Company shall upon Order, according to the requirements contained therein, proceed toward in Installation and upgrade of the constant warning time equipment, bungalow, and circuitry, relocation of the automatic flashing light signals and gates with a bell, and equipped with an event recorder and a remote monitoring system, accomplishing the work with its own forces or appropriate contracted services agrees that an appropriate time for the completion of the proposed improvements should be no later than twelve (12) months from the date of a Commission Order approving this agreement.

Section 8 Special Provisions: Since the warning device improvements at the crossings will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit C, along with this executed Agreement.

The Company shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit C, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the GCPF shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department or the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad and/or highway account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be for the most current audited and Federal Highway Administration approved company rates that have been entered into the Company billing system, as of the date of an invoice, for application to invoices for this project covered by this Agreement. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this XXth day of April 2020

Brian Vercruysse
Rail Safety Program Administrator

By:

Christopher M. Murauski
Senior Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by the United City Of Yorkville this _____ day of _____2020.

UNITED CITY OF YORKVILLE

By: _____

Attest:

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by BNSF Railway Company this _____ day of _____, 2020.

BNSF RAILWAY COMPANY

By: _____

Attest:

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by the Illinois Department of Transportation this _____ day of _____ 2020.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:

Bureau of Safety Programs and
Engineering

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch (Page 3)

RAILROAD	BNSF Railway
USDOT#, MILEPOST	079 578N, 43.74
STREET, CITY, COUNTY	Mill Road/FAU 3788, In Yorkville, Kendall County
JURISDICTION (RDWY)	City of Yorkville
LOCATION	Residential
STREET SURFACE	2-Lane, 2-Way (East-West), 20 Ft. Wide, Asphalt Roadway

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main (N-S)	Concrete	50 ft.	Excellent

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Allegiance Crossing – 660 Feet East
TRAFFIC CONTROL	N/A
ADT & SPEED (POSTED?)	3400 Vehicles per day at 30 MPH
TRAFFIC TYPE	Passenger, Agricultural/Farm Equipment with possible School Busses, Hazardous Materials, and Emergency Response
ADVANCE WARNING	Yes
PAVEMENT MARKING	None

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	34 Per day
PASSENGER TRAFFIC	8 Per day @ 79MPH
WARNING DEVICES	R15-1 (Reflective Crossbucks) Gates with flashing lights and bell
OTHER	ENS (2)

NOTES:

Bungalow placement currently not installed at ICC recommended specified distances from rail and roadway.

VISIBILITY STUDY: See Location Sketch

Train Speed	79	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway		FEET
Along Tracks		FEET
Required Clearing Sight Distance (CSD) (Along Tracks)		FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	OK			
NW	OK			
SE	OK			
SW	OK			

*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Stopping Sight Distance – Along the Tracks, and Clearing Sight Distance criteria.

APPROACH GRADES: See Location Sketch

DIRECTION: WEST			DIRECTION: EAST		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0					
25					
50					
100					

Distance measured from outermost rail.

COMMENTS:

PROPOSED COST DIVISION

IMPROVEMENT	GCPF	CITY	KCS
SIGNALS	95%	5%	0% ¹
APPROACH	No Work	No Work	No Work

1. All future maintenance & operation costs of the new automatic warning devices to be paid by BNSF Railway

Plotted: February 18, 2020 @ 2:07 PM By: Jim Schmidt - Tab: PP9 (25) Mill Road 22x34

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

MILL ROAD RECONSTRUCTION
YORKVILLE, ILLINOIS

MILL ROAD
PLAN & PROFILE
STA 49+00 TO STA 54+00

DATE: SEPTEMBER 2018
PROJECT NO: Y01726
Y01726 PP
SHEET **25** OF **76**

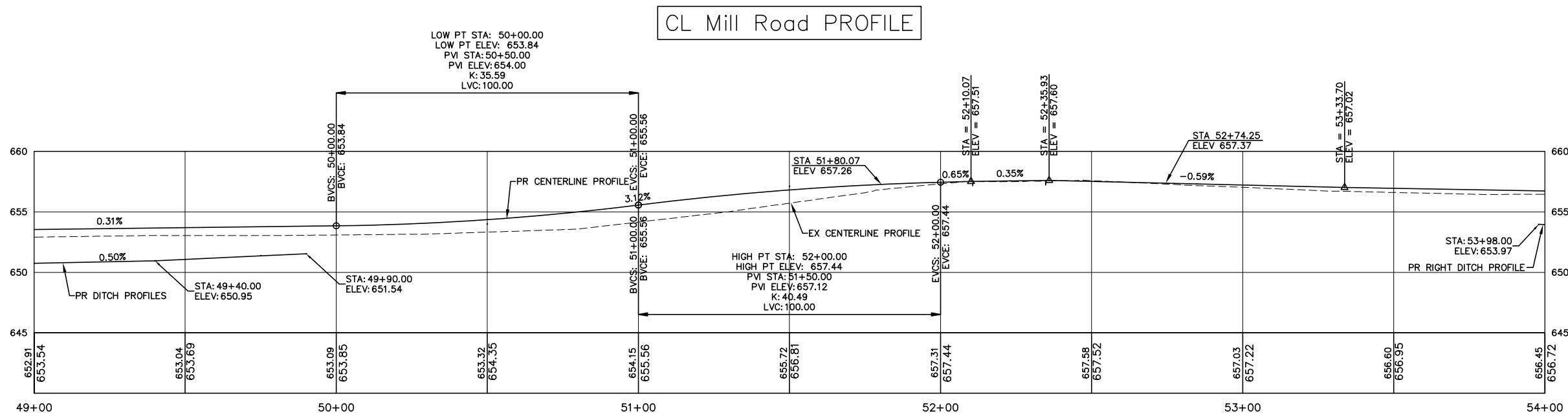
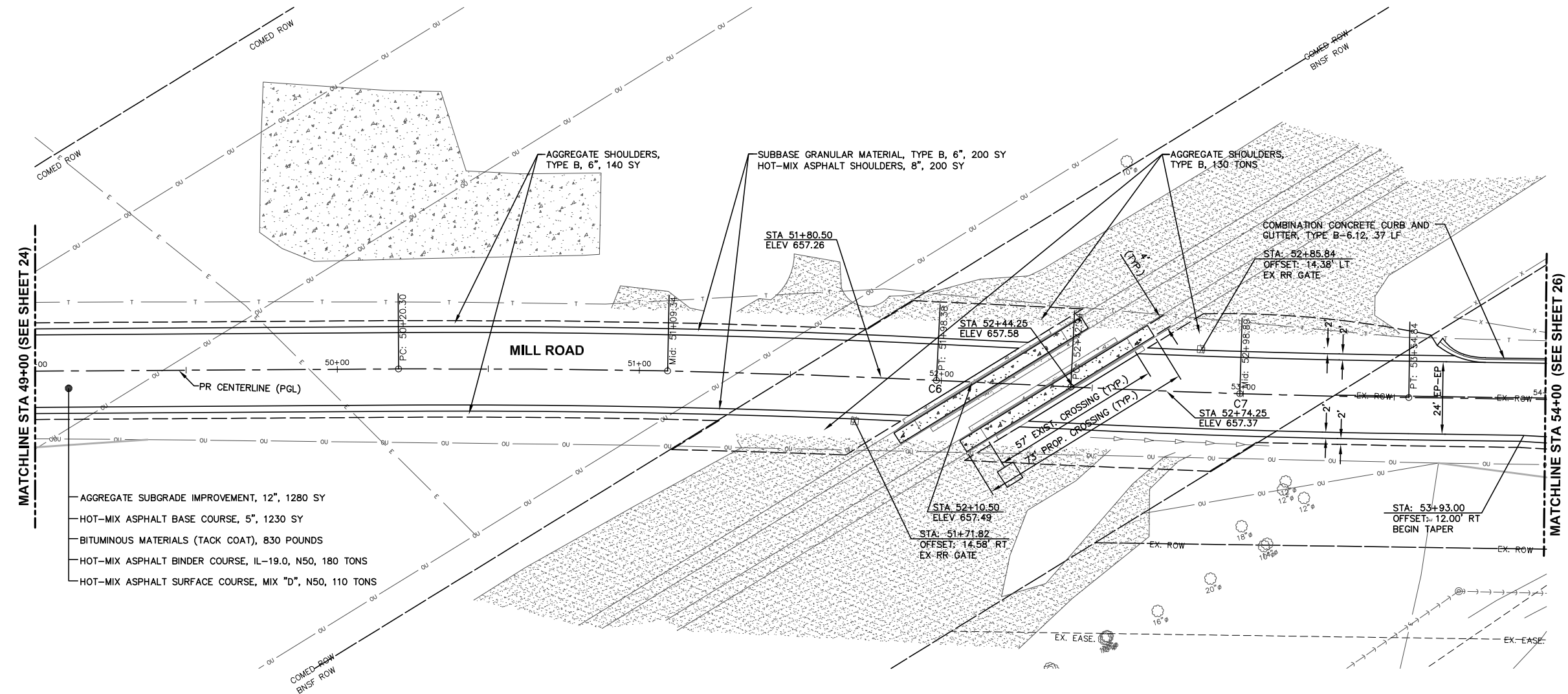


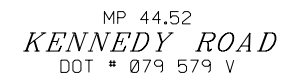
Exhibit A: Page 3

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

TO MONTGOMERY

WESTWARD APPR. 4055'
79 MPH

50' MIN.



PROJECT# 75805

RED = IN YELLOW = OUT



Exhibit B: Page 1



AMW

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
ILDOT

Exhibit B: Page 2

LOCATION MONTGOMERY TO BRISTOL DETAILS OF ESTIMATE PLAN ITEM : 000312891 VERSION : 4

PURPOSE, JUSTIFICATION AND DESCRIPTION

MILL ROAD - BRISTOL, IL; REPLACE CONSTANT WARNING / FLASHERS / GATES; CHICAGO DIV; MENDOTA SUBDIV; LS 1; MP 43.77; DOT# 079578N; SEQ# 75805.

MONTHLY POWER UTILITY COST CENTER : 61690.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH	1,669	
SIGNAL FIELD - REPLACE	728.0	MH	22,445	
SIGNAL SHOP LABOR - CAP	0.01	MH	1	
PAYROLL ASSOCIATED COSTS			15,763	
DA OVERHEADS			26,171	
EQUIPMENT EXPENSES			5,362	
INSURANCE EXPENSES			4,219	
TOTAL LABOR COST			75,630	75,630

MATERIAL				

ARM, EZ GATE 16'-24'	2.0	EA N	1,040	
ARRESTOR, MDSA-2 XS	1.0	EA N	692	
BATTERY, 10 VGL-255, 18 VGL-350	1.0	LS N	7,166	
BELLS	2.0	EA N	409	
BUNGALOW 8X8 W/ AC	1.0	LS N	10,074	
BUNGALOW MATERIAL	1.0	LS N	8,181	
CABLE, 2C/6 TW	700.0	FT N	847	
CABLE, 3C/2	250.0	FT N	1,433	
CABLE, 5C/10	70.0	FT N	130	
CABLE, 5C/6	500.0	FT N	2,036	
CABLE, 7C/14	500.0	FT N	855	
CHARGERS, 12/80 (20/40/60)	2.0	EA N	2,060	
CONSTANT WARNING, XP4, 2TK	1.0	EA N	27,281	
COUPLER, TJC	2.0	EA N	1,685	
ELECTRICAL MATERIAL	1.0	EA N	1,500	
EVENT RECORDER	1.0	EA N	3,228	
FIELD MATERIAL	1.0	LS N	4,500	
FILL DIRT	20.0	CY N	500	
FOUNDATION, CONCRETE	2.0	EA N	543	
LIGHT OUT DETECTOR	1.0	EA N	907	
SHUNT, NBS	4.0	EA N	3,988	
SURFACE ROCK	10.0	CY N	500	
USE TAX			7,087	
OFFLINE TRANSPORTATION			991	
TOTAL MATERIAL COST			87,633	87,633

OTHER

AC POWER SERVICE	1.0 EA N	10,000
BUNGALOW, WIRE AND TEST	1.0 LS N	5,643
CONTRACT ENGINEERING	1.0 LS N	8,000
DIRECTIONAL BORING	200.0 FT N	10,000
TOTAL OTHER ITEMS COST		33,643
PROJECT SUBTOTAL		196,906
CONTINGENCIES		0
BILL PREPARATION FEE		1,970
GROSS PROJECT COST		198,876
LESS COST PAID BY BNSF		0
TOTAL BILLABLE COST		198,876

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
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PROJECT INFORMATION:

Reporting Party:	
Docket/Order #; Date:	
Status Report (s) Due:	6 Month intervals from Order Date
Ordered Completion Date:	12 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	
Street, (in/near) City, County:	
Railroad Company:	

PROJECT MANAGER INFORMATION:

Name:	
Title:	
Representing:	
Street Address:	
City, State, Zip:	
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

Installation of new constant warning time equipment and circuitry and signal bungalow; relocation of the existing warning devices (automatic flashing light signals and gates with a bell, equipped with an event recorder); and, installation of a remote monitoring system, by the Company.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Christopher M. Murauski, Rail Safety Specialist
Phone: (630) 947-6283
Email: Christopher.Murauski@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

APPROACH/BRIDGE WORK

IDOT, District ##
Address

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXlupdates@dot.gov	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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**EASEMENT AGREEMENT
FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE**

THIS EASEMENT AGREEMENT FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and the UNITED CITY OF YORKVILLE, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Yorkville, County of Kendall, State of Illinois, Railroad Line segment 0001-2 at Railroad Mile Post 43.74, [Project # _____], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be the construction, maintenance and use of a public roadway and related surface improvements (collectively, "**Improvements**") to be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Plans and Specifications (as hereinafter defined) approved as set forth in **Section 5**. Grantee expressly acknowledges and agrees that the Easement Purpose does not include, and no rights are granted hereunder, for an elevated roadway or related improvements or any subsurface rights.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all Laws (as hereinafter defined), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 2 Compensation. Grantee shall pay Grantor, prior to the Effective Date, the sum of Six Thousand Two Hundred Fifty and No/100 Dollars (\$6,250.00) as compensation for the grant of this Easement.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Plans and Specifications for Improvements. Grantee shall submit to Grantor for its review and approval detailed information concerning the design, location and configuration of the Improvements ("Plans and Specifications"). As soon as reasonably practicable after Grantor's receipt of the Plans and Specifications and other information required by Grantor about the proposed location of the Improvements, Grantor will notify Grantee in writing whether Grantor has approved or disapproved the design, location and configuration of the proposed Improvements or the Plans and Specifications, and shall include one or more reasons for any disapproval. Grantor may disapprove the Plans and Specifications only where, in Grantor's sole judgment, construction, maintenance, operation or removal of all or any part of the Improvements constructed in accordance with the Plans and Specifications would cause Grantee to violate any of the provisions of Section 6.3 hereof. Following any disapproval, Grantee shall have the right to modify the location, configuration or other aspects of the Plans and Specifications of the proposed Improvements and to resubmit such modified information to Grantor for its further review and approval. Grantor may approve or disapprove the Plans and Specifications in Grantor's sole discretion. Any approval or consent by Grantor of any of such plans shall in no way obligate Grantor in any manner with respect to the finished product design and/or construction. Any such consent or approval shall mean only that such Plans and Specifications meet the subjective standards of Grantor, and such consent or approval by Grantor shall not be deemed to mean that such Plans and Specifications or construction are structurally sound and appropriate or that such Plans and Specifications or construction meet the applicable construction standards or codes. Any deficiency in design or construction, notwithstanding the prior approval of Grantor, shall be solely the responsibility of Grantee.

Section 6 Improvements.

6.1 Construction of Improvements. Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the Improvements: (i) in a good and workmanlike manner and in strict accordance with the Plans and Specifications approved by Grantor pursuant to the provisions of **Section 5** above, (ii) in conformance with applicable building uses and all applicable engineering, safety and other Laws, (iii) in accordance with the highest accepted industry standards of care, skill and diligence, and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. The construction of the Improvements within the Premises shall be completed by Grantee and Grantee's Contractors within one (1) year after the Effective Date. Grantee shall provide as built drawings of all Improvements to Grantor promptly upon completion of construction and shall use its best efforts to cause such as built drawings to be electronically accessible to Grantor.

6.2 Maintenance of Improvements. Grantee shall at all times during the term of this Easement Agreement, at Grantee's sole cost and expense, keep and maintain the Improvements located upon the Premises in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and this Easement Agreement. Grantee shall also promptly repair any damage to the Premises or the Improvements caused, either in whole or in part, by Grantee Parties (as hereinafter defined). Grantee shall not cause or permit another person to cause any damage to the Premises or the Improvements, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction. Grantee shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials on the Premises and shall keep the Premises in a clean and safe condition. Grantee shall, at its sole cost and expense, remove ice and snow from the Premises. Grantee shall keep the Premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on the Premises, said work of cutting and removal to be done at such times and with such frequency as to comply with local Laws and regulations and abate any and all hazard of fire. Grantor shall have no obligation whatsoever, monetary or non-monetary, to maintain the Improvements in the Premises.

6.3 No Interference. During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the Improvements, Grantee, at Grantee's sole cost, shall perform all activities and work on or near Grantor's rail corridor or property and/or the Premises in such a manner as to preclude injury to persons or damage to the property of Grantor, or any party on or with property on Grantor's rail corridor or property, and shall ensure that there is no interference with the railroad operations or other activities of Grantor, or anyone present on Grantor's rail corridor or property with the authority or permission of Grantor. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, license beneficiaries or lien holders, if any, or interfere with the use of such improvements. Grantor may direct one of its field engineers to observe or inspect the construction, maintenance, operation or removal of the Improvements, or any portion thereof, at any time to ensure such safety and noninterference, and to ensure that the Improvements comply with the Plans and Specifications. If any Grantee Party is ordered at any time to leave the Premises or to halt any activity on the Premises, then the party conducting that activity immediately shall cease such activity and leave the Premises, if the order was issued by Grantor's personnel to promote safety, such noninterference with other activities or property, or because the Improvements were not in compliance with this Easement Agreement. Notwithstanding the foregoing right of Grantor, Grantor has no duty or obligation to observe or inspect, or to halt work on, the Premises, it being solely Grantee's responsibility to ensure that the Improvements are constructed, maintained, operated and removed in strict accordance with all Laws, safety measures, such noninterference and the Plans and Specifications and in compliance with all terms hereof. Neither the exercise nor the failure by Grantor to exercise any right set forth in this **Section 6.3** shall alter the liability allocation set forth in this Easement Agreement.

6.4 No Alterations. Except as may be shown in the Plans and Specifications approved by Grantor for the Easement, Grantee may not make any alterations to the Premises, or permanently affix anything to the Premises, without Grantor's prior written consent. If Grantee desires to change either the location of any of the Improvements or any other aspect of the Plans and Specifications of any of the Improvements, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing for its approval in the same manner as provided for in **Section 5**. Grantee shall have no right to commence any such change until after Grantee has received Grantor's approval of such change in writing.

6.5 Approvals: Compliance with Laws and Safety Rules.

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "**Grantee's Contractors**"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) (collectively, "**Laws**"), and all of Grantor's applicable safety rules and regulations including those found on the website noted below in **Section 6.5(c)**.
- (c) No Grantee Party may enter the Premises without first having completed Grantor's safety orientation found on the website: www.BNSFcontractorm.com.

6.6 Other Improvements. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

6.7 Flagging and Other Costs. Grantee shall not conduct any activities on, or be present on, any portion of the Premises or Grantor's rail corridor or property that is within twenty-five (25) feet of any active railroad track, except in the presence of a flagman. In any case where a flagman or flagmen are required in connection with the presence of individuals on Grantor's rail corridor or the Premises, Grantee shall provide as much advance notice as possible prior to any entry upon the Premises. Grantor shall arrange for the presence of the flagman or flagmen as soon as practicable after receipt of such notice from Grantee. Grantee shall reimburse to Grantor, within thirty (30) days following Grantee's receipt of each bill therefor, Grantor's costs in arranging for and providing the flagman or flagmen, which shall be billed to Grantee at Grantor's then applicable standard rate. The estimated cost of one flagger as of the Effective Date is \$600 for an eight hour basic day with time and one-half or double time for overtime, rest days and holidays, plus the cost of any vehicle rental costs or other out-of-pocket costs. Grantee agrees to reimburse Grantor (within thirty (30) days after receipt of a bill therefor) for all other costs and expenses incurred by Grantor in connection with Grantee's use of the Premises or the presence, construction, maintenance, and use of the Improvements situated thereon.

6.8 No Unauthorized Tests or Digging. Grantee, and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Grantor's rail corridor or property (whether or not such centerline is located within the Premises), except after Grantee has obtained written approval from Grantor, and then only in strict accordance with the terms and any conditions of such approval.

6.9 Boring. Prior to conducting any boring work on or near Grantor's rail corridor or property (which shall only be permitted within the Premises), Grantee and Grantee's Contractors shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the

foregoing, Grantee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's proposed construction or modification of Improvements, Grantor will provide to Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed Improvements. Prior to conducting any boring work, Grantee, and Grantee's Contractors, shall review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's, and Grantee's Contractors', operations at all times shall be subject to the liability provisions set forth herein. For all bores greater than 20 inches in diameter and at a depth less than ten (10) feet below the bottom of a rail, Grantee, and Grantee's Contractors, shall perform a soil investigation which must be reviewed by Grantor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee, and Grantee's Contractors, to furnish for Grantor's review and approval, in Grantor's sole discretion, a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee, and Grantee's Contractors, at Grantee's sole cost, shall carry out the approved plan in accordance with all terms thereof and hereof. Any open hole, boring or well constructed on the Premises by Grantee, or Grantee's Contractors, shall be safely covered and secured at all times when anyone who is not creating it, working in it or using it as permitted hereunder is present in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises shall be promptly filled in by Grantee and Grantee's Contractors to surrounding ground level with compacted bentonite grout, or otherwise secured or retired in accordance with any applicable Laws. No excavated materials may remain on Grantor's rail corridor or property for more than ten (10) days, and must be properly disposed of by Grantee and Grantee's Contractors in accordance with applicable Laws.

6.10 Drainage of Premises and Property. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Premises shall be made and maintained by Grantee in such manner, form and to the extent as will provide adequate drainage of and from the Premises and Grantor's adjoining right of way; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from the Property and Grantor's adjoining right of way, Grantee shall construct and maintain such culverts or drains within the Premises as may be requisite to preserve such natural and pre-existing drainage. Grantee shall wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve flowage of drainage or other waters, and/or material and workmanship equally as good as those now existing.

6.11 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

6.12 Modification, Relocation or Removal of Improvements. If at any time, Grantor desires the use of its rail corridor in such a manner that, in Grantor's reasonable opinion, would be interfered with by any portion of the Improvements or the Easement, Grantee, at Grantee's sole cost, shall make such changes in the Improvements and/or Premises that, in the sole discretion of Grantor, are necessary to avoid interference with the proposed use of Grantor's property, including, without limitation, Grantee relocating or removing all or a portion of the Improvements from the Premises. Grantor acknowledges that, in some instances, Improvements will not need to be moved or removed from the Premises, but can be protected in place, subject to approval by Grantor's engineering department. Grantee hereby waives any rights that it may have to use condemnation Laws to keep Improvements in place and not relocate or remove the Improvements where relocation or removal is required by Grantor. Where it is practicable to do so, Grantor shall provide to Grantee at least one hundred twenty (120) days prior written notice that Improvements must be modified, removed or relocated, and in

circumstances where one hundred twenty (120) days notice is not practicable, Grantor shall provide to Grantee as much notice as it reasonably can, and in no case less than twenty (20) days prior written notice. Grantee shall ensure that all Improvements are modified, removed or relocated as required on or before the date set forth in Grantor's written notice.

Section 7 Indemnification.

7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY, "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS EASEMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS EASEMENT AGREEMENT,**
- (iii) OCCUPATION AND USE OF THE PREMISES BY GRANTEE'S OR GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY GRANTEE PARTIES, OR**
- (v) ANY ACT OR OMISSION OF GRANTEE PARTIES,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7.2 TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 7.1, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE IMPROVEMENTS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. GRANTEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS EASEMENT AGREEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE FOR THE

ENVIRONMENTAL CONDITION OF THE PREMISES.

7.3 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE, OR ANY OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES OR PERMITTEES, CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

7.4 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 8 Insurance. Grantee shall, at its sole cost and expense, procure and maintain during the life of this Easement Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Grantee.. . Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

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

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to ***Railway***.
- ◆ Additional insured endorsement in favor of and acceptable to ***Railway and Jones, Lang, LaSalle Global Services RR, Inc.***
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by ***Railway***.

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

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

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

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railway**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railway**.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Grantee's statutory liability under the worker's compensation Laws of the state(s) in which the work is to be performed. If optional under State Law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.

D. Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Railway prior to performing any work or services under this Easement Agreement

If available and in lieu of providing a Railroad Protective Liability Policy, Grantee may participate in the Railway's Blanket Railroad Protective Liability Insurance Policy available to Grantee or its contractor. The limits of coverage are the same as above. The cost is \$_____.

- ☐ I **elect** to participate in Grantor's Blanket Policy;
- ☐ I **elect not** to participate in Grantor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Grantee agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Grantee further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under its care, custody, or control.

Grantee is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Grantee in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Easement Agreement, be covered by Grantee's insurance will be covered as if Grantee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing work, Grantee shall furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Railway, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Grantee represents that this Easement Agreement has been thoroughly reviewed by Grantee's insurance agent(s)/broker(s), who have been instructed by Grantee to procure the insurance coverage required by this Easement Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Grantee, Grantee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Grantee is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this **Section 8** shall entitle, but not require, Railway to terminate the Easement immediately. Acceptance of a certificate that does not comply with this **Section 8** shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

For purposes of this **Section 8**, Railway shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 9 Environmental.

9.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

9.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

9.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

9.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

9.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 9**. Should Grantee not comply fully with the above-stated obligations of this **Section 9**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 12**.

Section 10 PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Section 11 Default and Termination.

11.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

11.2 Grantor's Termination Rights. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee: (i) if default shall be made in any of the covenants or agreements of Grantee contained in this Easement Agreement, (ii) in case of any assignment or transfer of the Easement by operation of law, or (iii) if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect

Grantor's ability to enforce any section of this Easement Agreement.

11.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 12**.

11.4 Non-exclusive Remedies. The remedies set forth in this **Section 11** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 12 Surrender of Premises.

12.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

12.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 13 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 13** or any other section of this Easement Agreement.

Section 14 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 15 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: BNSF Railway Company
 2650 Lou Menk Dr
 Fort Worth, Texas 76131-2830
 Attn: Director of Real Estate

With a copy to: JLL Rail Practice Group
 2650 Lou Menk Dr
 Fort Worth, Texas 76131-2830
 Attention: Real Estate

If to Grantee: United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois 60560
 Attn: John Purcell, Mayor

Section 16 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Texas without regard to conflicts of law provisions.

17.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

17.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

17.6 Time is of the essence for the performance of this Easement Agreement.

Section 18. Administrative Fee

Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

UNITED CITY OF YORKVILLE,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ____ day of _____, 20____, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131, and the UNITED CITY OF YORKVILLE, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Kendall County, Illinois as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across a portion of the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

The UNITED CITY OF YORKVILLE, a

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 201__, by _____
(name) as _____ (title) of BNSF RAILWAY
COMPANY, a Delaware corporation.

Notary Public

(Seal)

My appointment expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 201__, by _____
(name) as _____ (title) of _____
, a _____.

Notary Public

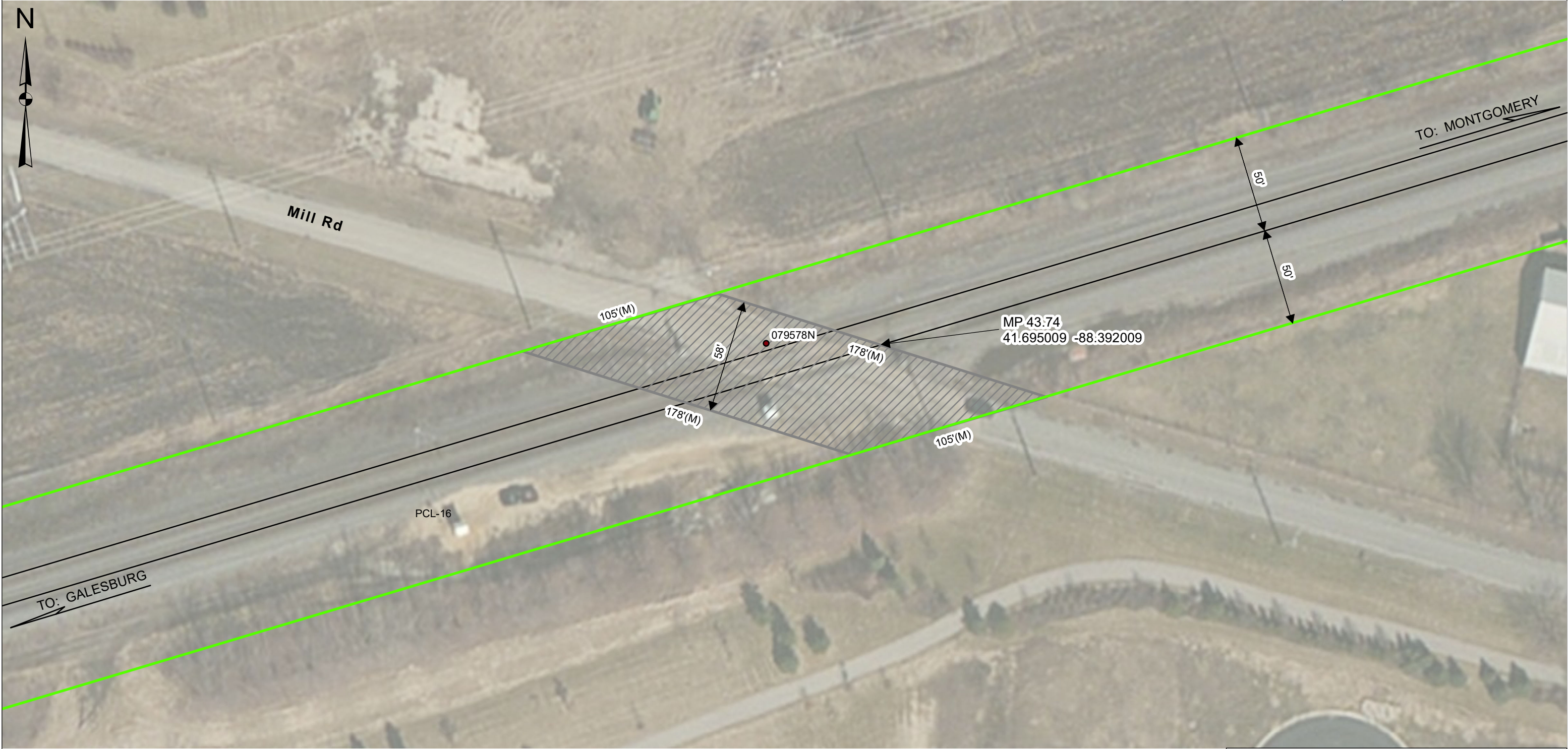
(Seal)

My appointment expires: _____

SCALE:1 IN = 50 FT

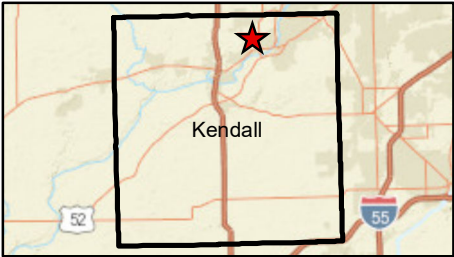
JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = -
R/W = r50407

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: CITY OF YORKVILLE
AT: YORKVILLE
KENDALL COUNTY,
IL

- LEGEND:**
- PERMANENT EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

CHICAGO DIVISION
MENDOTA SUBDIVISION - L.S. 0001-2
VAL.SEC. 38017
CB&Q RR IL-04A, MAP 01
SEC. 11, T37N, R7E 3RD
DATE: 1/21/2020
MP 43.74



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

Agenda Item Number

New Business #5

Tracking Number

PW 2020-34

Agenda Item Summary Memo

Title: Rebuild Illinois Grants Program Potential Applications

Meeting and Date: Public Works Committee – May 19, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

Memorandum



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

Date: May 12, 2020
Subject: Potential DCEO Grant Applications

The purpose of this memo is to provide an overview of the DCEO grants that have been released and to provide staff recommendations for applications. The grants are as follows:

Rebuild Illinois Grants Program - The Department of Commerce and Economic Development (DCEO) is administering three (3) new Rebuild Illinois Programs. Each program is summarized below:

- 1. Public Infrastructure:** Grants for public infrastructure improvements that can provide an improved foundation for economic growth in Illinois communities.

Estimated Total Funding / Single Award	\$50,000,000 / \$250,000 - \$5,000,000
Cost Sharing or Matching Required	No
Application Date Range	03/10/2020 - 06/30/2020: 5:00pm

ELIGIBLE USES

- Waste Disposal Systems
- Water and Sewer line extensions
- Water distribution and purification facilities
- Flood and Drainage, dredging of waterways
- Water tower maintenance and painting
- Rail or air or water port improvements
- Gas and electric utility extensions
- Publicly owned industrial & commercial sites
- Other public infrastructure capital improvement

- 2. Regional Economic Development:** Grants to strengthen local economies and encourage the development of regional industry clusters.

Estimated Total Funding / Single Award	\$16,500,00 / \$250,000 - \$5,000,000
Cost Sharing or Matching Required	No
Application Date Range	No specific due dates for applications.

ELIGIBLE USES

- Engineering design and Architectural planning Land and building acquisition
- Demolition (in prep. for additional work)
- Costs related to site selection, preparation and improvement
- Utility work
- New construction: buildings and structures
- Reconstruction or improvement of existing buildings or structure
- Original furnishings / durable equipment;
- Replacement of currently utilized assets by a better asset
- Expansion of existing buildings or facilities

3. **Shovel Ready Sites:** grants for site preparation for underutilized properties that can transform into economic development opportunities across Illinois.

Estimated Total Funding / Single Award	\$13,000,000 / \$250,000 - \$2,000,000
Cost Sharing or Matching Required	No
Application Date Range	No specific due dates for applications.

ELIGIBLE USES

- Site acquisition
- Environmental site assessment
- Engineering design and Architectural planning
- Site preparation and improvement
- Clearance
- Demolition and removal of buildings
- Rehabilitation, reconstruction or improvement of existing buildings
- Utility work
- Other bondable activities that ready the site for reuse that are not specifically disallowed

Project Evaluation and Review Criteria

Please refer to the attached eight-page detailed summary.

Potential Projects

Staff has identified two (2) potential projects for consideration. The projects are as follows:

1. Water main and sanitary sewer extensions to the Eldamain Road Corridor.
2. Water main and sanitary sewer replacement/extensions for FS Property Development.

See attached location maps for the potential improvements.

Note that terms of the grant award will not be made until the project is selected. The City does have the ability to not accept the grant.

Rebuild Illinois Grants Program Summary

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Pages 2 – 6: Uses and Restriction for each of the three (3) types of grants.

Page 5 – 9: Grant Application Scoring

<https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/RebuildIllinoisPrograms.aspx>

There are three (3) Rebuild Illinois Programs. The objective of each program is listed below and a table of general information follows.

1. **Public Infrastructure:** The objective of the Rebuild Illinois Public Infrastructure (RIPI) component of the Rebuild Illinois plan is to provide grants funding public infrastructure improvements that can provide an improved foundation for economic growth in Illinois communities.
2. **Regional Economic Development:** The objective of this program, in keeping with the Governor's 5-year Economic Development plan, is to provide grants to strengthen local economies and encourage the development of regional industry clusters.
3. **Shovel Ready Sites:** The Governor's Five-Year Economic Development Plan recognizes there are sites across Illinois with great economic development potential that require additional investment in order to become "shovel-ready." Redevelopment in infill locations can use vacant buildings, parking lots, empty schools, or other underused sites for new amenities and businesses near existing neighborhoods. The purpose is to provide funding for site preparation for underutilized properties that can transform into economic development opportunities across Illinois.

Awarding Agency Name	Commerce And Econ Opp	Commerce And Econ Opp	Commerce And Econ Opp
Type of Assistance Instrument	Grant	Grant	Grant
Agency Funding Program	Rebuild Illinois Competitive Public Infrastructure Grant Program (92-1)	Rebuild Illinois Regional Economic Development Grant Program	Rebuild Illinois Shovel Ready Sites Grant Program
Estimated Total Funding Available	\$50,000,000	\$16,500,000	\$13,000,000
Single Award Range	\$250,000 - \$5,000,000	\$250,000 - \$2,000,000	\$250,000 - \$2,000,000
Funding Source	State	State	State
Cost Sharing or Matching Requirements	No	No	No
Indirect Cost Allowed	Yes	Yes	Yes
Restrictions on Indirect Costs	No	No	NA
Posted Date	3/9/2020	3/9/2020	3/9/2020
Application Date Range	03/10/2020 - 06/30/2020 : 5:00pm	General announcement open for a period of time with no specific due dates for applications.	General announcement open for a period of time with no specific due dates for applications.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Competitive Public Infrastructure Grant Program

Uses and Restrictions:

ELIGIBLE USES

Waste Disposal Systems,
Water and Sewer line extensions,
Water distribution and purification facilities,
Flood and Drainage
Dredging of waterways
Water tower maintenance and painting
Rail or air or water port improvements,
Gas and electric utility extensions,
Publicly owned industrial and commercial sites,
Other public infrastructure capital improvements

INELIGIBLE ACTIVITIES

The following are specifically identified as ineligible for grant funding:

1. Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
2. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
3. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
4. General government expenses.
5. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).
6. Servicing or refinancing of existing debt.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Regional Economic Development Grant Program

Uses and Restrictions

A project that qualifies for a Rebuild Illinois Regional Economic Development grant will foster economic development, increase employment, and the wellbeing of Illinois citizens through community development. Eligible project expenses are:

- not reoccurring;
- can be characterized as durable or not readily consumed in use;
- reflect an extended useful life or longevity which effect confers long-term (non-transitory) benefits to the citizens of the State of Illinois;
- are not subject to inherent risk of failure, rapid technological obsolescence, or primarily intended to fulfill temporary requirements or needs;
- appreciably increases, improves, or enhances the equitable interests of the State of Illinois in capital facilities, land, permanent improvements, and related assets;
- are considered as internal components of a project, which if considered separately may not reflect extended useful life, but will be bondable provided that such components are initially required and appreciably contribute to effective functioning, or are otherwise incapable of separation from a more complex unit which in itself is bondable.
- Examples:
 - architectural planning and engineering design;
 - land and building acquisition;
 - demolition (in preparation for additional work);
 - costs related to site selection, preparation and improvement;
 - utility work;
 - new construction of buildings and structures; reconstruction or improvement of existing buildings or structure; original furnishings and durable equipment;
 - replacement of currently utilized assets by a better asset; expansion of existing buildings or facilities.

INELIGIBLE ACTIVITIES

The following are specifically identified as ineligible for grant funding:

1. 1.Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
2. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
3. Planning only projects (e.g., creation of regional economic development plans, downtown revitalization strategies, market studies, etc.)
4. Demolition only projects
5. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
6. General government expenses.
7. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).

Rebuild Illinois Grants Program Summary

8. Servicing or refinancing of existing debt.
9. Operational expenses.
10. Lease payments for rental of equipment or facilities.
11. Costs of staff or resident labor and material outside of project construction.
12. Expenditures to acquire or construct temporary facilities.
13. Purchase of automobiles, trucks, farm equipment, boats or rolling stock.
14. Livestock or laboratory animals.
15. Unpredictable or unusual legal expenses.
16. Costs for archaeological digs, research or exploration.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Shovel Ready Sites Grant Program

Uses and Restrictions

A project that qualifies for a Rebuild Illinois Shovel Ready Sites grant will implement strategies to revitalize a specific area, setting the stage for future economic growth and development.

- Site acquisition
- Environmental site assessment (identification of potential remediation needs)
- Architectural planning and engineering design
- Site preparation and improvement (if not part of Remediation)
- Clearance
- Demolition and removal of buildings (as part of larger project and not part of Remediation)
- Rehabilitation, reconstruction or improvement of existing buildings
- Utility work
- Other bondable activities that ready the site for reuse that are not specifically disallowed.

The following are specifically identified as ineligible for grant funding:

1. Environmental remediation and clean-up activities.
2. Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
3. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
4. Planning only projects (e.g., creation of regional economic development plans, downtown revitalization strategies, market studies, etc.)
5. Demolition only projects
6. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
7. General government expenses.
8. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).
9. Servicing or refinancing of existing debt.
10. Operational expenses.
11. Lease payments for rental of equipment or facilities.
12. Costs of staff or resident labor and material outside of project construction.
13. Expenditures to acquire or construct temporary facilities.
14. Purchase of automobiles, trucks, farm equipment, boats or rolling stock.
15. Livestock or laboratory animals.
16. Unpredictable or unusual legal expenses.
17. Costs for archaeological digs, research or exploration.

Rebuild Illinois Grants Program Summary

Grant Application Scoring

Projects will be evaluated according to the criteria noted below.

Project Impact – **Total Possible = 25**

- Narrative Establishing linkage to Governor's Five-Year Economic Plan (5 pts.)
- Narrative demonstrating connections to other capital investments in the region (5 pts)
- Narrative on amplification of the impact by proximity or connection to other assets (5 pts)
- Strength of applicant's plan to include minority- and women-owned businesses in the project (5 pts.)
- Impact Per-Capita – Total grant amount divided by the number of residents in the unit of local government (5 pts.)

Creation of Jobs – **Total Possible = 25**

- Construction Phase – what jobs will be utilized during the construction phase of the project?
1-10 = 1 pts; 11-25 = 2 pts; 26-50 = 4 pts; 51-75 = 6 pts; 75+ = 8 pts.
- Anticipated Permanent Jobs as a result of the Project
1-10 = 4 pts; 11-25 = 6 pts; 26-50 = 8 pts; 51-75 = 10 pts; 75+ = 12 pts.
- Jobs to Dollars Ratio comparison of the total number of jobs created during and post construction phase compared to the amount of the grant. Total of 5 points possible.

Community Need – Why is this project necessary; and what is the benefit to the community?

Total Possible = 15

- Financial Need of local governments – evaluation of the capability for the local government to complete the project without the grant; based on most recent financial audit (maximum 5 pts.)
 - Local Government's Surplus Cash zero or a negative value (5 points)
 - Local Government's Surplus Cash is less than 20% of the grant request (4 points)
 - Local Government's Surplus Cash is less than 40% of the grant request (3 points)
 - Local Government's Surplus Cash is less than 60% of the grant request (2 points)
 - Local Government's Surplus Cash is less than 80% of the grant request (1 points)
 - Local Government's Surplus Cash is equal to or greater than grant request (0 points)
- Threat to Health and Safety – The degree to which present conditions affect public health and safety, and the severity and immediacy of the problem must be demonstrated in the Project Summary along with additional documentation. A serious threat to health and safety is defined as a deficiency in the community public facility; the community lacks the facility entirely; problems clearly attributable to the deficiency have occurred, such as serious illness, disease outbreak, or serious environmental pollution; and the problem is present, continual, and chronic as opposed to occasional, sporadic, or probable. Points received will be allocated on the following criteria (maximum 5 points):
 - Imminent threat of entire system failure (5 points)
 - Imminent failure in a targeted area (4 points)
 - Project should be completed as soon as possible (3 points)
 - Community Infrastructure with critical improvements to health & safety
 - Project is not urgent, but needs to be completed in short term (2 points)
 - Community infrastructure with limited improvements to health & safety
 - Project can be completed in the next few years (1 points)
 - Not critical community infrastructure but should be completed

Rebuild Illinois Grants Program Summary

- Inclusion in an identified DCEO Underserved area = 2.5 points
- Opportunity Zone – inclusion in an Opportunity Zone = 2.5 points

Community Support – In what ways will the community support this project? **Total Possible = 15**

- Demonstration of support of local governments, regional economic development organizations, and other stakeholders and connection to regional economic plans. Total Possible = 2.5
Documentation: Letters of Support (.5 point each; maximum 2.5 points)

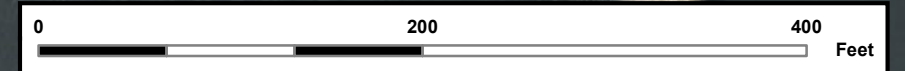
- Financial Support of the Project from Public Funds (funds provided by a governmental body)
 - 75% or more of project cost matched – 5 points
 - 50 – 74.9% of project cost matched – 4 points
 - 25 – 49.9% of project cost matched – 3 points
 - 0.9 (minimum of \$10,000 – 24.9% of project cost matched – 2 points
 - Less than 0.9% (minimum \$10,000) of project cost matched – 0 points
- Financial Support of the Project from Non-Public Funds (funds provided by a foundation, endowment, corporation, not-for-profit or other non-governmental group or organization)
 - 75% or more of project cost matched – 7.5 points
 - 50 – 74.9% of project cost matched – 6 points
 - 25 – 49.9% of project cost matched – 4.5 points
 - 0.9 (minimum of \$10,000 – 24.9% of project cost matched – 3 points
 - Less than 0.9% (minimum \$10,000) of project cost matched – 0 points

Project Readiness – Each application must demonstrate that the proposed project is appropriate and achievable and that all actions required have been completed to ensure timely implementation of the project. If the application is funded, any action not completed at the time of application will be included in the Notice of State Award Finalist (NOSAF) as a special grant condition. **All applicants will start with the maximum 20 points.** If not completed, deductions will be made on the following requirements:

- A copy of a current (dated within five years) construction permit from the appropriate state and/or federal regulatory agencies. must be submitted. If not submitted, or more than 5 years old, If not submitted, -15 points.
- Proof of Land Ownership/Lease (if applicable) – Full control of property must be documented through deed, mortgage or lease. If not met, -10 points.
- Control of Right-of-Way (if applicable) – Full control of right-of-way must be documented either by having 100 percent of the necessary private property easements signed (see Application Forms) or by the submission of a right-of-way docket. If the Private Property Easements form, indicating 100% signed, or a Right-of-Way Docket is not submitted, or if the necessity of easements is not addressed, If not met, -10 points.
- If applicable, a copy of an executed agreement for the purchase of water or wastewater treatment, signed and dated by all parties, must be in place. If not met, -10 points.
- If applicable, a copy of an option to purchase land. (Option must include price, date option expires and seller's signature). If not submitted; not addressed; or unclear, -10 points.
- Copy of Project Location Map. If not submitted, -5 points.

Rebuild Illinois Grants Program Summary

- Copy of Floodplain Map indicating project location. If not submitted, or project area not drawn, -5 points.
- Budget must add correctly. If not met or unclear, -5 points.
- A Fair Housing Resolution must be adopted/in place. If not met -5 points.
- The percentage goal for minority contractors must meet or exceed the percentage of minorities residing in the project's community or target area; whichever is greatest. (Information to be provided on the Minority Benefit/Affirmative Housing Statement contained in Application Forms section). If not met, -5 points.
- Additional Funding
 - o If source is a Financial Institution, the application must include a copy of the letter from the financial lending institution indicating approval of the loan, loan conditions, dollar amount, term (not to exceed 10 years, and no balloon or adjustable rate language), and rate of the loan. If not submitted or fully met, -10 points.
 - o If source is a Revenue Bond or General Obligation Bond, the application must include an executed Bond Inducement Resolution. If not submitted, -10 points.
 - o If source is the Illinois Environmental Protection Agency, the application must include a copy of the EPA letter approving the community's Facilities Plan for a wastewater system project or Project Plan for a public water system project. If not submitted, -10 points.
 - o If source is the United States Department of Agriculture-Rural Development (USDA-RD), the application must include all pages of an approved copy of Form 1940-1. If not submitted, -10 points.
 - o If source is the Illinois Finance Authority, the application must include a Preliminary Resolution from IFA (to indicate approval of its funding request). If not submitted, -10 points.
 - o If source is Local Cash on Hand, the application must include a Resolution Committing Local Funds. It must indicate the name of fund/account in which cash is located. If not submitted, or not fully met, -10 points.
 - o If source is In-Kind Labor, the application must include a schedule detailing the employees' activities and costs. If not submitted, or not fully met, -10 points.
 - o If source is State of Illinois Legislation for Capital Projects. There must be an Executed Grant Agreement on file; all grant conditions cleared; final Business Enterprise Program (BEP) clearance obtained (if applicable); and the initial sanctioned-percentage of funds disbursed. If not fully met, -10 points. Verification of project status will be handled internally.
 - o If multiple sources are used, all requirements for all sources must be included. Failure to do so will result in a deduction of 10 points.
- Additional consideration will be given to ensure representation for each of DCEO' economic development regions.
- Failure to provide complete application information will result in a determination of "Do Not Fund"



- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700 / www.eeiweb.com

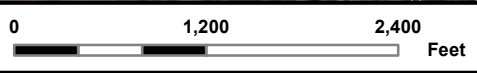
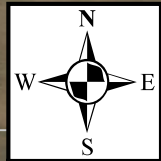
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	MAY 2020
PROJECT NO.:	YO2020
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020- PROPOSED SANITARY SEWER DOWNTOWN.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

SANITARY SEWER

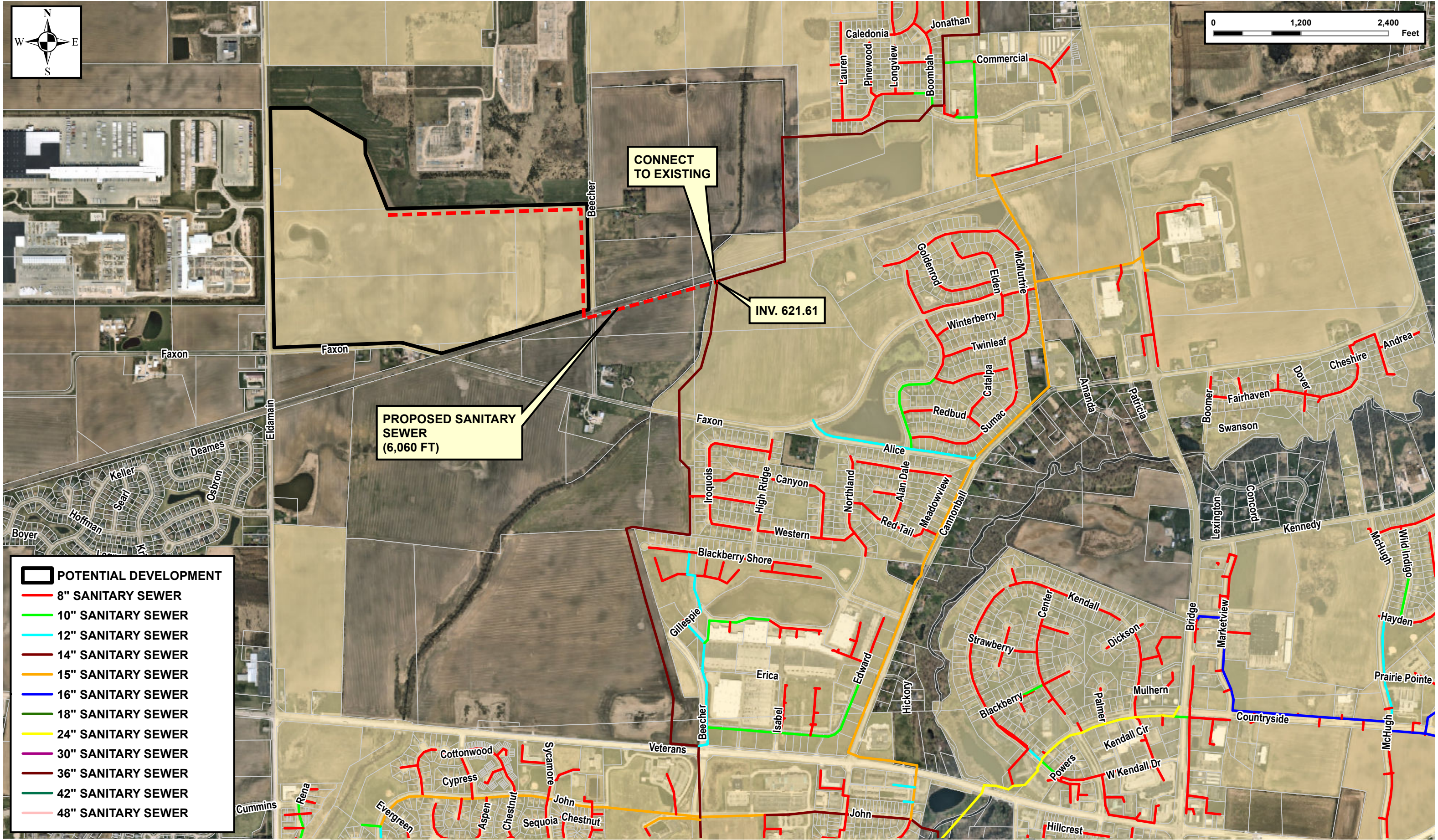


- POTENTIAL DEVELOPMENT
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER

CONNECT
TO EXISTING

INV. 621.61

PROPOSED SANITARY
SEWER
(6,060 FT)



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52 Wheeler Road
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United City of Yorkville
800 Game Farm Road
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NO.	DATE	REVISIONS

DATE:	MAY 2020
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PATH:	H:/GIS/PUBLIC/YORKVILLE/2020/
FILE:	YO2020- SANITARY SEWER.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**PROPOSED SANITARY SEWER
EXTENSION**



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NO.	DATE	REVISIONS

DATE:	MAY 2020
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PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020- PROPOSED WATER MAIN DOWNTOWN.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

WATER MAIN

