



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, July 21, 2020

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: June 16, 2020

New Business:

1. PW 2020-40 Capital Improvement Summary
2. PW 2020-41 Quarterly Bond and Letter of Credit Reduction Summary
3. PW 2020-42 Kendall Marketplace – Plat of Abrogation
4. PW 2020-43 MFT Resolution for 2020 Striping Program
5. PW 2020-44 Beaver Street Booster Pump Station
 - a. Engineering Agreement
 - b. Recommendation for Improvements
6. PW 2020-45 Wyland National Mayor's Challenge for Water Conservation
7. PW 2020-46 Rebuild Illinois Grants Program Applications
8. PW 2020-47 Sewer Ordinance Update

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, July 21, 2020
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. June 16, 2020

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

NEW BUSINESS:

1. PW 2020-40 Capital Improvement Summary

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

2. PW 2020-41 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2020-42 Kendall Marketplace – Plat of Abrogation

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2020-43 MFT Resolution for 2020 Striping Program

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2020-44 Beaver Street Booster Pump Station

a. Engineering Agreement

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

b. Recommendation for Improvements

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

- ☐ Notes _____
- _____
- _____

6. PW 2020-45 Wyland National Mayor's Challenge for Water Conservation

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

7. PW 2020-46 Rebuild Illinois Grants Program Applications

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2020-47 Sewer Ordinance Update

☐ 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 – June 16, 2020

Meeting and Date: Public Works Committee – July 21, 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?

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DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, June 16, 2020, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

This meeting was held in accordance with Governor Pritzker's Executive Order 2020-07, extended by Executive Orders 2020-33 and 2020-39. Due to the current Covid-19 pandemic, the Orders encourage social distancing by allowing remote attendance at this meeting.

IN ATTENDANCE:

Committee Members

Chairman Joe Plocher, in-person attendance
Alderman Ken Koch, remote

Alderman Chris Funkhouser, remote

Absent: Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson, in-person attendance

Assistant City Administrator Erin Willrett-remote Engineer Brad Sanderson, EEI-remote

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Joe Plocher.

Citizen Comments: None

Previous Meeting Minutes: May 19, 2020

The minutes were approved as presented.

New Business:

1. PW 2020-35 Lift Station SCADA Upgrades

Mr. Olson said this is a budgeted item for improvement of five lift stations. The improvements will allow remote monitoring to insure they are working correctly. The total cost is \$66,000 and requires a super majority vote since it is a single source. Alderman Funkhouser asked if any other firm provides similar information or the SCADA information the city uses. Mr. Olson said it is a highly specialized system, but he will clarify with Eric Dhuse. Mr. Olson said this system will save money in the long term and is a high priority. Alderman Koch asked if staff will compile an overall list of priorities due to the uncertain budget. The committee agreed to move this item forward.

2. PW 2020-36 Raintree Village Unit 1, Lot 4 – Grant of Easement

Mr. Sanderson said that Lennar requested an additional easement since the sidewalk extends slightly over the existing sidewalk easement. The committee was OK with this request.

3. PW 2020-37 Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessels – Interior Coating Repairs

Engineer Sanderson reported the City Council recently approved repairs to vessels 1 and 2. Coatings are now needed on 3 and 4 and repair is recommended at a cost of \$28,000. The cost will slightly exceed the budget, however, the committee recommended moving this forward.

4. PW 2020-38 Risk and Resilience Assessment and Emergency Response Planning – Water Utilities – Professional Services Engineering Agreement

Mr. Olson gave an overview and said this agreement is mandated by the federal government and the deadlines of June and December of next year are based on the city's population. EEI will be doing the study on behalf of the city. It is budgeted and the price is about \$60,000. It is an assessment of the water system and physical and remote risks of operating the water system.

Engineer Sanderson added that the study will assess the water system, consider potential hazards and develop an emergency response plan. EEI has already completed 3 of these for other cities and there is no forgiveness on the schedules. Alderman Koch asked if this is a separate agreement cost and Mr. Olson said it is not charged under the normal contract. According to Mr. Funkhouser this project is 366 hours of work and he wondered if the city could solicit for proposals. Mr. Olson said it is a supplemental contract and he suggested not bidding this job out since the project should be completed by someone familiar with Yorkville's water system. It was noted this study is strictly for water, not wastewater. This moves forward to the City Council.

5. PW 2020-39 NPDES Annual Report

This is a required report and part of the NPDES permit through the IEPA. When approved by the City Council, the report will be submitted to the IEPA. This moves to the June 23rd City Council agenda.

Old Business: None

Additional Business:

Mr. Olson stated all items would be forwarded to the June 23rd City Council agenda.

There was no further business and the meeting was adjourned at 6:16pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2020-40

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: None

Submitted by: Brad Sanderson
Name Department

Agenda Item Notes:

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tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php*



Memorandum

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

Date: July 21, 2020
Subject: Capital Improvement Projects Update

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

Construction Projects

Water Treatment Plans 8/9 Media Replacement

The work is substantially complete.

2020 RTBR

The work is substantially complete. Final restoration will be addressed in the fall.

Planning/Design Projects

Mill Road Reconstruction

Design engineering is 95% complete. Utility companies are in the process of completing their relocations. RR agreements were approved by the Council.

2020 Striping Program

Estimates and resolutions will be considered at the July City meetings. If approved, work would be completed by the end of October.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2020-41

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – June 30, 2020

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Informational

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

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Memorandum

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

Date: June 30, 2020
Subject: 2020 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through June 30, 2020. If you have any questions, please let me know.

2020 Bond and Letter of Credit Reduction Report

Date	Development/Project	Engineer Concurrence	City Administrator Concurrence	Mayor Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
12/20/2019	Lot 6B - Kendall Crossing (508 Center Parkway)	X	X			X	\$ 10,980.00	\$ -
1/16/2020	Lot 4 - Kendall Crossing (Holiday Inn Express)	X	X		X		\$ 9,900.00	\$ 43,980.00



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

Agenda Item Number

New Business #3

Tracking Number

PW 2020-42

Agenda Item Summary Memo

Title: Kendall Marketplace – Plat of Abrogation

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Recommendation to Approve

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:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Development Director
Lisa Pickering, City Clerk
Date: July 13, 2020
Subject: Kendall Marketplace – Plat of Abrogation

An easement abrogation (vacation) for several public utility easements have been requested by the developer to aid in moving forward with future development. The areas in question are denoted in the attached plat.

The City utilities are not contained within these easements nor should they in the future. Staff supports and recommends acceptance of the easement abrogation.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A PLAT OF EASEMENT ABROGATION**

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 this State; and,

WHEREAS, the Mayor and City Council approved a Plat of Subdivision for Lot 1 of the Kendall Marketplace Re-Subdivision providing for certain easements upon Lots 103, 106, 107, 101 and 110 which Plat of Re-Subdivision was recorded with the Kendall County on January 9, 2020, as Document No. 202000001356; and,

WHEREAS, the City has received a proposal for the development of Lot 1 of the Kendall Marketplace Re-Subdivision which does not require any easements as recorded in 2020 and therefore said easements are to be abrogated as hereinafter provided.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Plat of Abrogation, attached hereto and made a part hereof abrogating certain easements recorded upon Lots 103, 106, 107, 101 and 110 of Lot 1 Kendall Marketplace Re-Subdivision, is hereby approved.

This Ordinance 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	_____

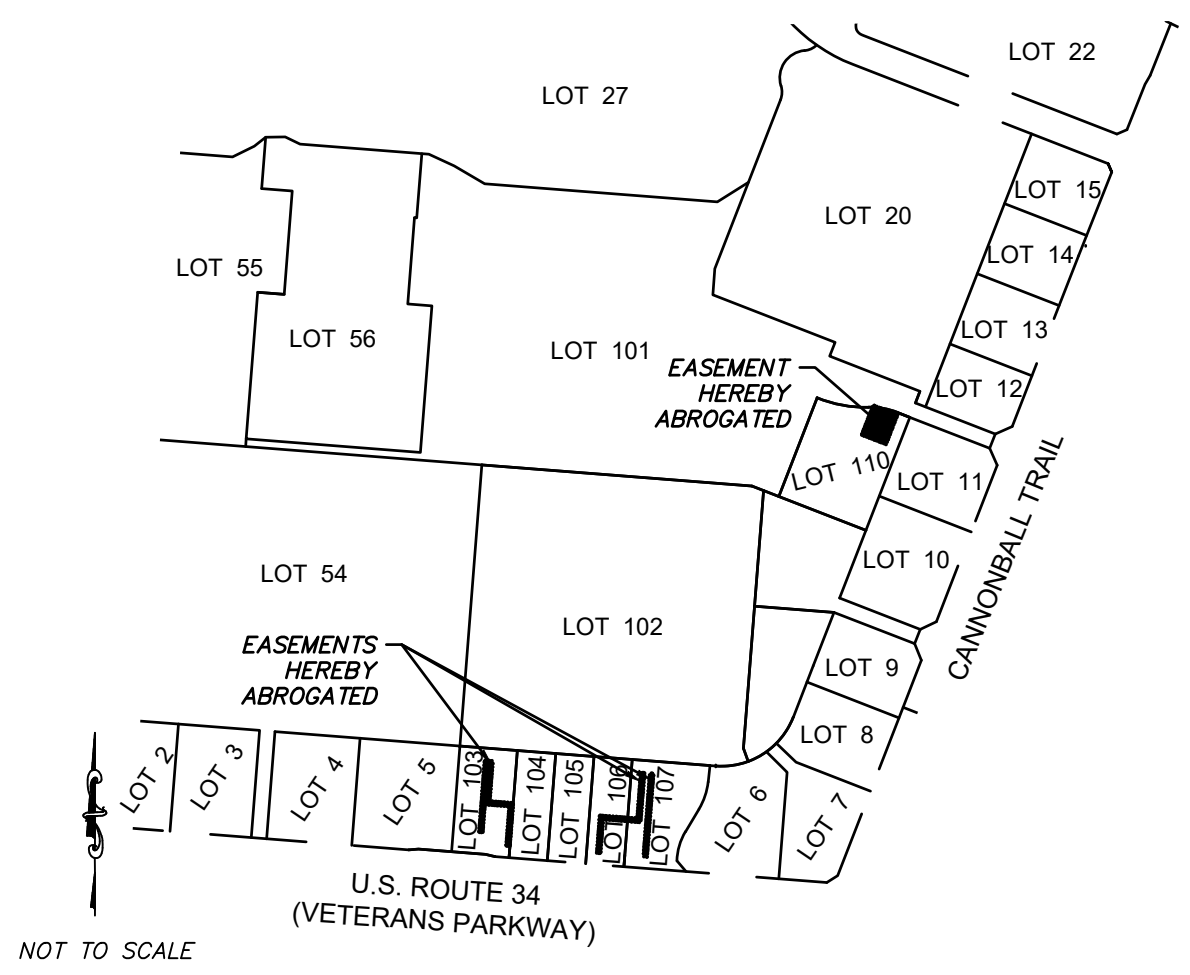
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor

Attest:

City Clerk

VICINITY MAP



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, THE UNDERSIGNED, AS CITY ENGINEER OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED UNDER MY OFFICES THIS _____ DAY OF _____ A.D., 20____.

CITY ENGINEER

PLEASE TYPE/PRINT NAME

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED THIS _____ DAY OF _____ A.D., 20____ BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, PURSUANT TO ORDINANCE/RESOLUTION NUMBER _____.

BY:

MAYOR

ATTEST:

CITY CLERK

FRANCHISE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

THE UNDERSIGNED HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN PORTION OF THE EASEMENTS AREAS DESIGNATED HEREON AS "HEREBY ABROGATED" AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS CURRENTLY EXISTING WITHIN SAID EASEMENT AREAS ARE HEREBY ABROGATED AND VACATED.

NICOR:

THIS _____ DAY OF _____ A.D. 20____

TITLE

WITNESS

AT&T:

THIS _____ DAY OF _____ A.D. 20____

TITLE

WITNESS

COMMONWEALTH EDISON:

THIS _____ DAY OF _____ A.D. 20____

TITLE

WITNESS

COMCAST:

THIS _____ DAY OF _____ A.D. 20____

TITLE

WITNESS

NOTES:

- * This map was created for use as Plat of Abrogation.
- * This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
- * This is NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
- * No underground improvements have been located unless shown and noted.
- * No distance should be assumed by scaling.
- * This map is void without original embossed or red colored seal and signature affixed.

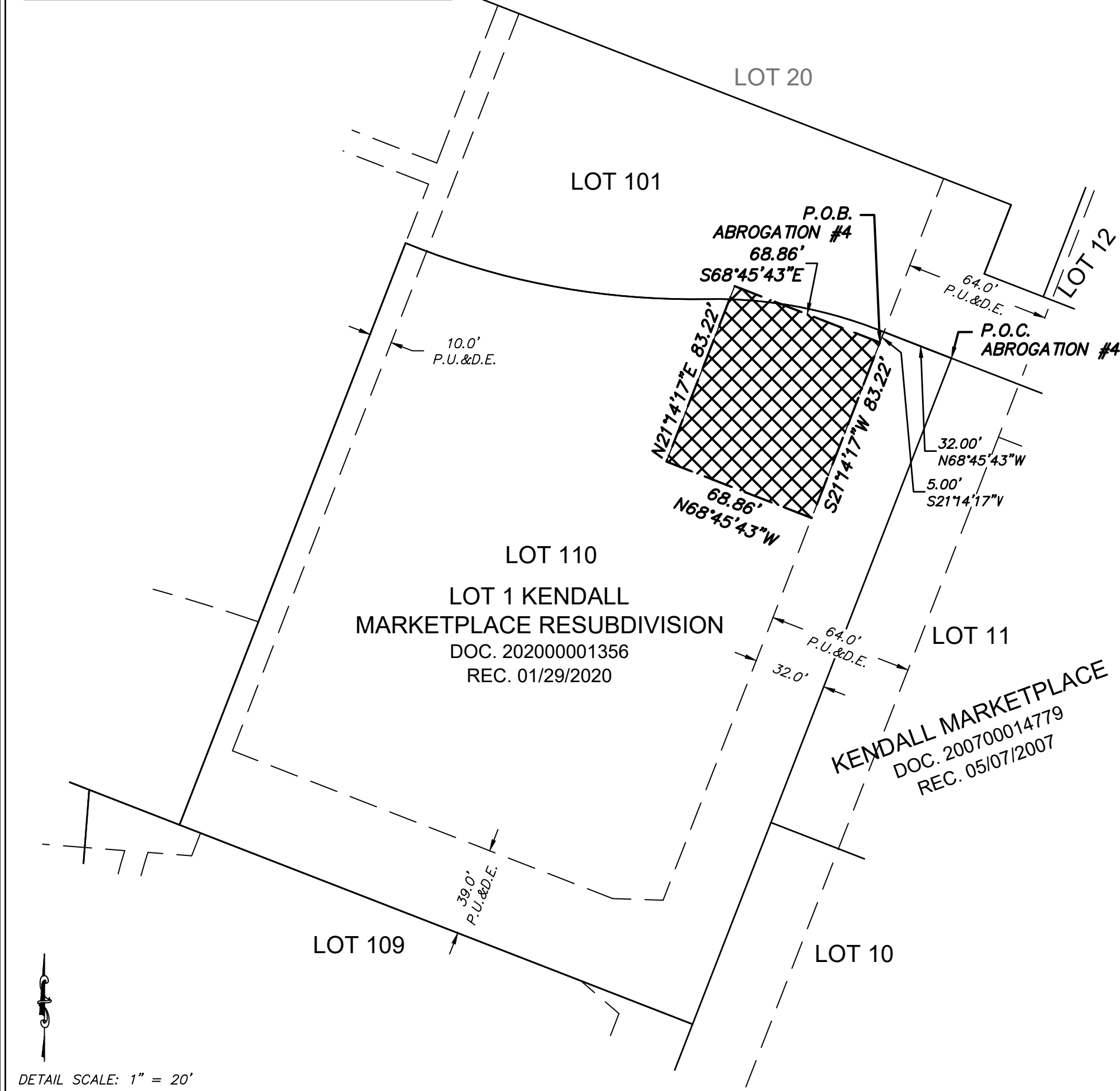
2/19/2020 3:14:11 PM

J:\2019\190390\190390.01\Survey\Dwgs\190390-ABR.dwg

PLAT OF ABROGATION

OF PORTIONS OF PUBLIC UTILITY EASEMENTS IN LOT 1 KENDALL MARKET PLACE RESUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2020 AS DOCUMENT 202000001356, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

LOT 101 & LOT 110 ABROGATION DETAIL



DETAIL SCALE: 1" = 20'

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER

PROPERTY OWNER:
KENDALL HOLDINGS I, LLC
C/O ALEXANDER L. BERMAN
707 SKOKIE BOULEVARD, SUITE 600
NORTHBROOK, ILLINOIS 60062, USA
TELEPHONE: 1-312-915-0690

HR GREEN CONTACTS:

DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560

LEGAL DESCRIPTIONS OF PUBLIC UTILITY EASEMENTS HEREBY ABROGATED

ABROGATION #1 - A PORTION OF LOT 103

A PORTION OF AN EASEMENT UPON LOT 103 IN LOT 1 KENDALL MARKETPLACE RESUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29TH, 2020 AS DOCUMENT 202000001356, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 103; THENCE NORTH 04 DEGREES 50 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 103, 30.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 58 DEGREES 32 MINUTES 10 SECONDS WEST, 10.00 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 103.05 FEET; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 63.23 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 73.05 FEET; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 10.00 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 188.00 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 21.85 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 104.95 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 61.39 FEET TO SAID EASTERLY LINE; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, ALONG SAID EASTERLY LINE, 113.05 FEET TO SAID POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ABROGATION #2 - A PORTION OF LOT 106 & 107

A PORTION OF AN EASEMENT UPON LOT 106 AND LOT 107 IN LOT 1 KENDALL MARKETPLACE RESUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29TH, 2020 AS DOCUMENT 202000001356, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 106; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 106, 30.00 FEET; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 63.29 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 10.00 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 91.66 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 97.84 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 119.66 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 10.00 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 129.66 FEET; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 97.84 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 88.34 FEET TO SAID POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ABROGATION #3 - A PORTION OF LOT 107

A PORTION OF AN EASEMENT UPON LOT 107 IN LOT 1 KENDALL MARKETPLACE RESUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29TH, 2020 AS DOCUMENT 202000001356, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 107; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 107, 30.00 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 48.29 FEET FOR A POINT OF BEGINNING; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 218.00 FEET; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 10.00 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 218.00 FEET; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 10.00 FEET TO SAID POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ABROGATION #4 - A PORTION OF LOT 101 & 110

A PORTION OF AN EASEMENT UPON LOT 101 AND LOT 110 IN LOT 1 KENDALL MARKETPLACE RESUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 20 AND PART OF THE NORTHWEST 1/4 OF SECTION 29, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29TH, 2020 AS DOCUMENT 202000001356, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 110; THENCE NORTH 68 DEGREES 45 MINUTES 43 SECONDS WEST, 32.00 FEET; THENCE SOUTH 21 DEGREES 14 MINUTES 17 SECONDS WEST, 5.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 21 DEGREES 14 MINUTES 17 SECONDS WEST, 83.22 FEET; THENCE NORTH 68 DEGREES 45 MINUTES 43 SECONDS WEST, 68.86 FEET; THENCE NORTH 21 DEGREES 14 MINUTES 17 SECONDS EAST, 83.22 FEET; THENCE SOUTH 68 DEGREES 45 MINUTES 43 SECONDS EAST, 68.86 FEET TO SAID POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

ABROGATION AREAS

ABROGATION #1 - 4,886± SQ.FT.
ABROGATION #2 - 3,158± SQ.FT.
ABROGATION #3 - 2,180± SQ.FT.
ABROGATION #4 - 5,731± SQ.FT.

HATCH LEGEND

PUBLIC UTILITY EASEMENT (P.U.E.)
HEREBY ABROGATED

MISCELLANEOUS NOTES

- ANNOTATION ABBREVIATIONS -
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- BEARINGS AND DISTANCES BASED ON RECORDED PLAT OF LOT 1 KENDALL MARKETPLACE RESUBDIVISION, PER DOCUMENT 202000001356.
- EASEMENTS SHOWN HEREON WERE GRANTED PER KENDALL MARKETPLACE SUBDIVISION, PER DOCUMENT 200700014779.

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE) S.S.

I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3799, DO HEREBY CERTIFY THAT THE PLAT OF ABROGATION HEREON DRAWN WAS PREPARED USING PREVIOUS SURVEY INFORMATION AND MAPS, PLATS AND OTHER INSTRUMENTS OF RECORD FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED AT AURORA, KANE COUNTY, ILLINOIS FEBRUARY 19, A.D. 2020.

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
LICENSE EXPIRATION DATE: 11/30/2020

PLAT OF ABROGATION
OF UTILITY EASEMENTS OVER PORTIONS OF
LOTS 101, 103, 106, 107 AND 110
IN LOT 1 KENDALL MARKETPLACE RESUBDIVISION
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 12/17/19
JOB NO: 190390.01

SHEET
1 OF 1



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 2020-43

Agenda Item Summary Memo

Title: 2020 Striping Program

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: MFT Resolution Consideration

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:



Memorandum

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

Date: July 13, 2020
Subject: 2020 Striping Program

In accordance with the planned FY21 budget (\$25,000), we are proceeding with design of the 2020 program. The proposed improvements will cover Marketview Drive, Carpenter St, Menard Dr, McHugh Rd and a portion of Countryside Parkway.

Note that adjustments will made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$25,000.

Staff is seeking approval of the resolution from the City Council.

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



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



Resolution Number	Resolution Type	Section Number
	Original	20-00000-01-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
twenty five thousand and 00/100 Dollars (\$25,000.00)

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 28 day of July, 2020 .
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 **Original**

Local Public Agency

County

Section Number

Maintenance Period
Beginning Ending

United City of Yorkville

Kendall

20-00000-01-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
PVMT MARKING	IIB	Yes						\$25,000.00
Total Operation Cost								\$25,000.00

Estimate of Maintenance Costs Summary

Maintenance

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

MFT Funds	Other Funds	Estimated Costs
\$25,000.00	\$0.00	\$25,000.00
\$25,000.00	\$0.00	\$25,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

Total Estimated Maintenance

MFT Funds	Other Funds	Total Est Costs
\$25,000.00	\$0.00	\$25,000.00

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



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

Agenda Item Number

New Business #5

Tracking Number

PW 2020-44

Agenda Item Summary Memo

Title: Beaver Street Booster Pump Station – Standby Generator

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Consideration of Approval

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: City Council
From: Bart Olson, City Administrator
CC:
Date: July 16, 2020
Subject: Contract with EEI for Standby Generator Design

Summary

Consideration of a contract with Engineering Enterprises, Inc. for design of a Beaver Street Booster Pump Station Standby Generator.

Background

Brad Sanderson's memo (attached) describes the change of plans as it relates to a standby power generator for the City's water system on the south end of town. In order to proceed with the new location of the standby generator at the Beaver Street pump station, the City needs to enter into a contract with EEI to design the standby generator. A proposal for those design services is attached in the amount of \$47,762. This design cost is budgeted. At the end of the study, the City will know the price and scope of the standby generator, and will be able to bid out the construction of the standby generator.

Recommendation

Staff recommends approval of the contract with EEI.

**Beaver Street Pump Station Improvements
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for addition of a new standby generator, ATS, and associated electrical and SCADA improvements at the Beaver Street Pump Station Improvements, including IEPA Construction Permit coordination. The scope of the improvements is such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. The total amount to be paid for the work and services to be performed herein, including Design Engineering, Construction Engineering, and Direct Expenses, shall be \$47,762.00 as identified on Exhibit 3. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

*Beaver Street Pump Station Improvements
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Work
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2019 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

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

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____ day of _____, 2020.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
President

Lisa Pickering
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor’s failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER’S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

Beaver St. Booster Pump Station Improvements United City of Yorkville

Exhibit 2 – Scope of Services

The United City of Yorkville intends to modify the Beaver St. Booster Pump Station, primarily to add a standby generator. Associated improvements to the electrical service, onsite electrical distribution, and Controls/SCADA will be included.

The following list of work items establishes the scope of engineering services for this project:

Design Engineering:

- 1.1 Project Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultant (Archer Consulting Engineers)
- 1.2 Design and Project Manual Preparation
 - Topographic Survey
 - Preparation of 60% and 100% Engineering Plans
 - Preparation of 60% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
 - Internal QC/QA
- 1.3 IEPA Construction Permit Coordination
 - Prepare IEPA Construction Permit Application and Acquire Permit
- 1.4 Bidding and Contracting
 - Prepare Bidders List and Ad for Bid
 - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN
 - Address Bid Questions and Prepare Addenda
 - Attend Bid Opening
 - Prepare Bid Tab, Bid Summary, and Recommendation of Award
 - Execute Contract Documents

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Electrical Survey and Design – Plans and Specifications
- Assistance with ComEd Service Application for Modified Electrical Service

Construction Engineering:

- 2.1 Project Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultant (Archer Consulting Engineers)
- 2.2 Construction Administration
 - Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
 - Resident and Business Notifications (as Needed; Not Associated with LSLR)
 - Shop Drawing Review
 - Prepare Pay Estimates and Change Orders
 - Weekly Project Status Communication with the City and Contractor
- 2.3 Construction Observation
 - Review Construction Layout for Accuracy

- Construction Observation (Periodic During Critical Work Items)
- Documentation and Field Reports
- Punch Walk and Letters (2 Total)
- Project Closeout

The above scope of services for the Beaver St. Booster Pump Station includes the following assumptions and exclusions:

- No on-site construction progress meetings involving EEI management.
- City will prepare and apply for the IEPA operating permit.
- No Geotechnical Engineering or CCDD Coordination

The above scope for “BEAVER ST. BOOSTER PUMP STATION IMPROVEMENTS” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



DATE:	6/29/2020
ENTERED BY:	STD

**EXHIBIT 3
SUMMARY OF COMPENSATION FOR
PROFESSIONAL ENGINEERING SERVICES FOR**

Beaver Street Pump Station Improvements
United City of Yorkville, IL
June 29, 2020

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			SURVEYING		DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENG.	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT TECHNICIAN I	CAD MANAGER	SENIOR TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$208	\$197	\$141	\$165	\$141	\$178	\$141	\$70		
DESIGN ENGINEERING												
1.1	Project Administration		2	4							6	\$ 1,204
1.2	Design and Project Manual Preparation		1	16	32	8	18		40	1	116	\$ 17,440
1.3	IEPA Construction Permit Coordination			4	4					1	9	\$ 1,422
1.4	Bidding & Contracting		1	8	8					2	19	\$ 3,052
Design Engineering Subtotal:			4	32	44	8	18	-	40	4	150	\$ 23,118
CONSTRUCTION ENGINEERING												
2.1	Project Administration		2	4							6	\$ 1,204
2.2	Construction Administration			16	20					2	38	\$ 6,112
2.3	Construction Observation			4	40						44	\$ 6,428
Construction Engineering Subtotal:			2	24	60	-	-	-	-	2	88	\$ 13,744
PROJECT TOTAL:			6	56	104	8	18	-	40	6	238	36,862

DIRECT EXPENSES	
Printing (Design) =	\$ 50
Vehicle (Construction) =	\$ 150
Electrical Engineering - Archer (Design) =	\$ 6,700
Electrical Engineering - Archer (Construction) =	\$ 4,000
DIRECT EXPENSES =	\$ 10,900

LABOR SUMMARY	
Engineering Expenses =	\$ 26,944
Surveying Expenses =	\$ 3,858
Drafting Expenses =	\$ 5,640
Administrative Expenses =	\$ 420
TOTAL LABOR EXPENSES =	\$ 36,862

TOTAL EXPENSES =	\$ 47,762
-------------------------	------------------

Notes:



Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
2 Man Field Crew with Standard Survey Equipment	\$262.00
1 Man Field Crew with RTS or GPS *	\$208.00
2 Man Field Crew with RTS or GPS *	\$302.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System



Memorandum

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

Date: July 6, 2020
Subject: Beaver St. Booster Pump Station – Standby Generator

Background:

The United City of Yorkville's water distribution system is segmented into four distinct pressure zones, based upon ground elevations related optimal water pressures for the customers. The attached Exhibits 2-1 and 2-5 from the Water Works System Master Plan identify the areas and pressures (note there are no current customers in a 5th Pressure Zone – Southeast). Between the South Central and South Pressure Zones, there is only one Well (No. 7) and Water Treatment Plant (WTP). Therefore, if these facilities are inoperable, water must be transferred to the customers in the South Central and South Pressure Zones from the North and North Central Pressure Zones. In 2019, to improve reliability in the South Central and South Pressure Zones, the City contracted with EEI to design a standby generator for Well No. 7 and the associated Water Treatment Plant. In a power outage event, a standby generator would allow for continued water production from these facilities. However, during design and analysis of this project, it was determined that significant modifications would be required to the existing electrical gear at this facility, which increased the estimated cost of construction to approximately \$1M. Therefore, City staff evaluated alternatives to improve water distribution reliability in the South Central and South Pressure Zones.

If Well No. 7 and associated WTP are inoperable, the Beaver St. (South Central) Booster Pump Station (BPS) can transfer water from the North Central to South Central zone, and the Raintree (South) Booster Pump Station can transfer water from the South Central to South zone. The Raintree BPS has an existing standby generator, but the Beaver St. BPS does not have a generator. Therefore, during a power outage, the Beaver St. BPS is not operable, and water cannot be transferred from the north to south zones. City staff has identified that adding a standby generator at the Beaver St. BPS is a cost-effective means of improving water distribution reliability in the South Central and South Pressure Zones. An added benefit is that the proposed generator at Beaver St. BPS would allow operation during the "worst-case scenario", which is a power outage in conjunction with planned/unplanned maintenance to Well No. 7 (offline).

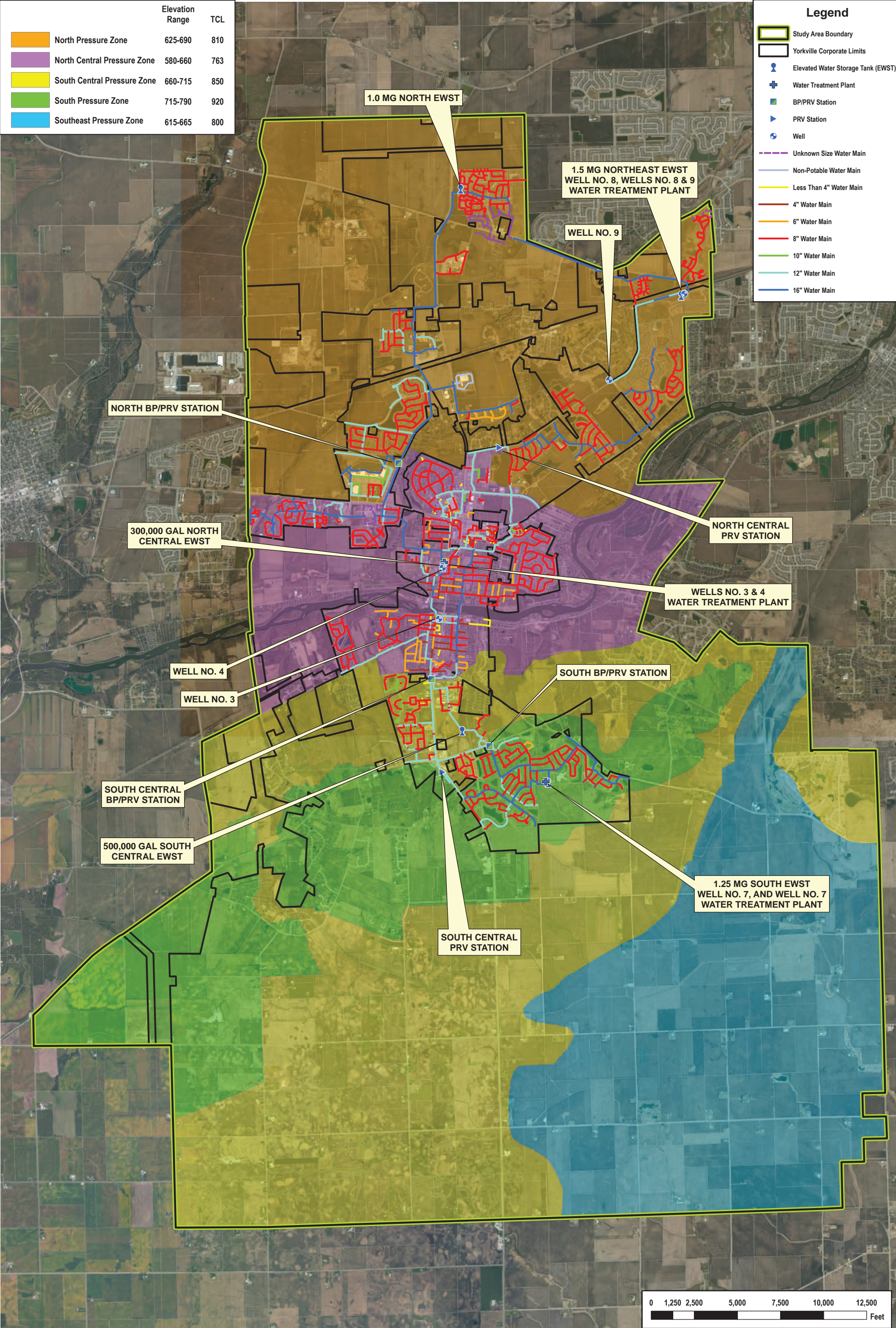
Electrical upgrades will be required at the Beaver St. BPS to bring the facilities up to current Code and allow for operation of the generator. A photo of the existing electrical equipment at the site is attached for reference. The estimated cost for the Beaver St. BPS modifications is approximately \$420K (includes engineering).

Question Presented:

Should the City move forward with the planned improvements at the Beaver Street Booster Pump Station.

Action Required:

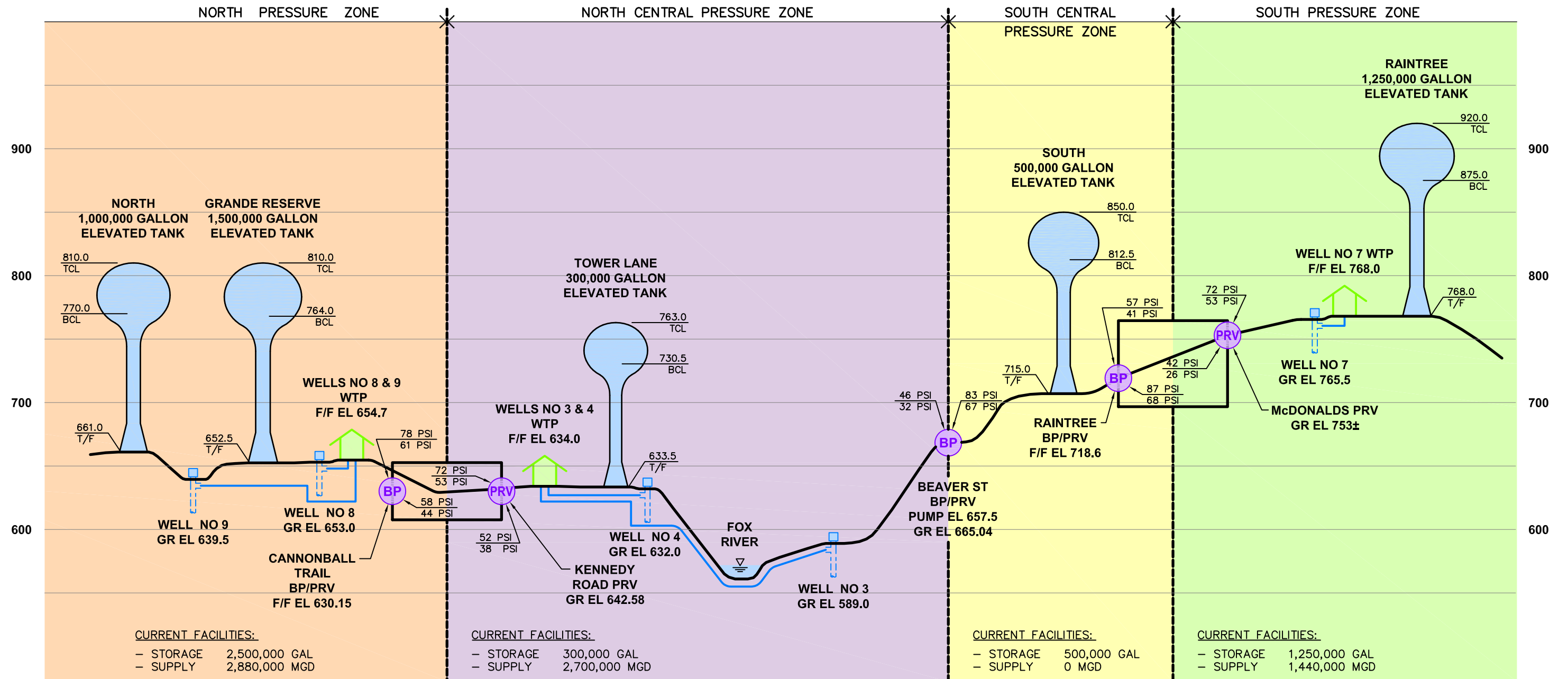
Consideration of approval.



EXISTING BEAVER ST. BPS ELECTRICAL GEAR



EXHIBIT 2-5: EXISTING WATER WORKS SYSTEM HYDRAULIC PROFILE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS



LEGEND:

BCL = BOTTOM CAPACITY LINE
 BP/PRV = BOOSTER PUMP/PRESSURE REDUCING VALVE STATION
 EL = ELEVATION
 F/F = FINISHED FLOOR
 GAL = GALLONS
 GR = GROUND
 MGD = MILLION GALLONS PER DAY
 PSI = POUNDS PER SQUARE INCH
 T/F = TOP OF FOUNDATION
 TCL = TOP CAPACITY LINE
 WTP = WATER TREATMENT PLANT

Plotted: January 9, 2017 @ 8:51 AM By: Larry Nolen - Tab: EXHIBIT 40

Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 Phone: (630) 466-9350

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Path: H:\SOS\FR03\Y01437.DWG EXHIBIT\Y0143703



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

Agenda Item Number

New Business #6

Tracking Number

PW 2020-45

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Consideration of Support for the Wyland National Mayors Challenge for
Conservation

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 21, 2020
Subject: Wyland National Mayors Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy and other natural resources, in alignment with City Council Goal #5 – Water Planning.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 9th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018 and 2019. Yorkville placed 5th in 2018 and in 2019, Yorkville placed 13th in the 5,000-29,999 population category nation-wide!

Residents who are interested in conservation efforts and who would like to accept the challenge can go online (www.mywaterpledge.com) and make a pledge to conserve water, energy, and other natural resources over the next year by selecting from different pledge options. Some options are as easy as wasting less food and recycling. When the resident enters their location, the drop-down menu for pledges will contain our draft statement about water conservation. Our draft statement will read as:

“A sustainable water source for the City’s future water supply is a main focus for our community and its residents. Yorkville currently obtains its water from the deep sandstone aquifer, which is being steadily drawn down as it is being pumped beyond its long-term sustainable yield due to increasing water demands and growth of the region. The City is committed to building strong, collaborative relationships regionally for sustainable water use. We hope to partner with our neighboring communities and our actual neighbors to promote water conservation efforts in the home. By taking the water pledge, you can help extend the capacity of the City’s water supply.”

When a resident goes online to accept the challenge, they will search for “Yorkville, IL”, the website will then walk the resident through the process to pledge to make thoughtful conservation choices at home. There are several check boxes that the residents can choose from depending on the changes they are pledging to make. At the end of the “choices” portion of the pledge, an email address is required and the option for the resident to be entered into the prize drawing is made as a check box. After the resident enters their email address the pledge process is complete. Additionally, the website has several informational items for the resident to read through and learn about. City standings in the challenge are on the website and the residents can check back and see how their “choices” positively affect the community. This program is designed to get residents to think about how their choices impact the natural environment and if changes are made, no matter how small, benefits add up quickly. There is no further commitment and no additional information that is needed from the residents other than those listed above.

The City will also be posting several items on social media and on our website to promote this challenge. The City's main goal by promoting this program is to help residents be aware of the importance of the natural resources that are used on a daily basis and the pressing need to protect those precious resources.

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program. This initiative aligns with the City Council Goal #5 – Water Planning.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
IN SUPPORT OF THE “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION”**

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

WHEREAS, the City continue to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS, the ninth annual National Mayor’s Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a non-profit competition to encourage residents pollution reduction and smart water use between our cities; and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from August 1 - 31, 2020, the City wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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

Section 1: That the City agrees and supports the "Wyland Mayor's Challenge for Water Conservation" emphasis.

Section 2: That the program is to be implemented from August 1 - 31, 2020 through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

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

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

MAYOR



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

Agenda Item Number

New Business #7

Tracking Number

PW 2020-46

Agenda Item Summary Memo

Title: Rebuild Illinois Grants Program Applications

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator; Bart Olson, City Administrator
Date: July 21, 2020
Subject: Rebuild Illinois Regional Economic Development Grant – Eldamain Utility Extension & Rebuild Illinois Shovel Ready Sites Grant – East Alley Utility Improvements

Summary

Review the status of the State of Illinois' Regional Economic Development Grant and Rebuild Illinois Shovel Ready Sites Grant applications.

Background

This item was last discussed by the City Council at the June 9th City Council meeting, when the City Council gave staff direction to proceed with both the Shovel Ready Sites – East Alley Project and the Regional Economic Development – Eldamain Infrastructure Project, despite both projects scoring low on an initial staff analysis. Since that meeting, staff has been preparing grant application materials.

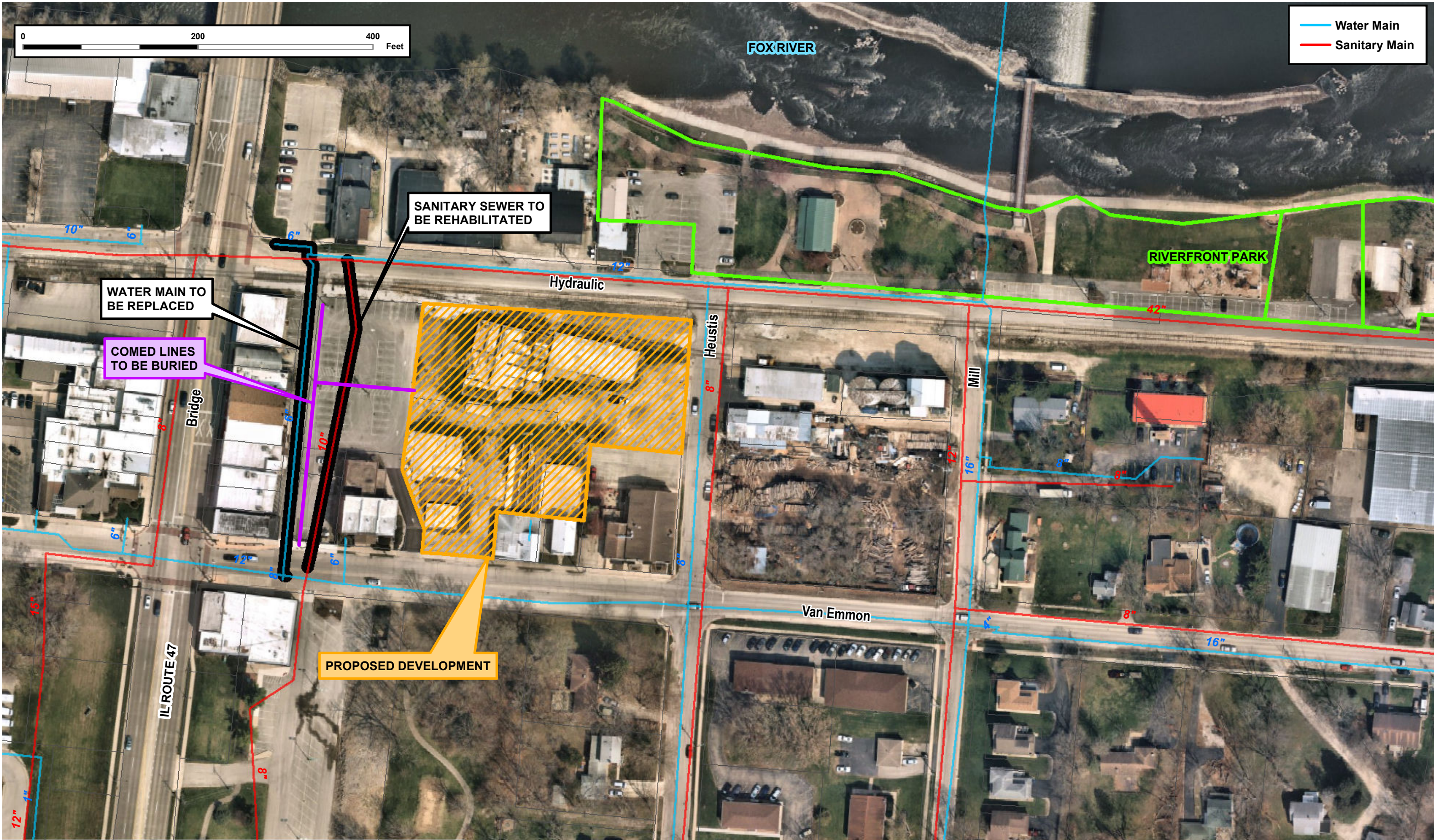
We expect the East Alley Project application to proceed forward as expected, with a public notice in the newspaper this weekend for a public hearing to be conducted at the July 28th City Council meeting. For this project, we anticipate that watermain replacement, sanitary sewer rehab, and burying of electric lines in the area will cost just shy of \$1,000,000. Since this project is less than \$2,000,000, the grant scoring system does not require a local match by the City, nor does it devalue our application. So, we propose to ask for 100% project funding for the East Alley Project. Because we are not required to provide a local match, no formal grant resolution is required by the state, nor the City's own procurement policies. However, we propose to include a simple motion to authorize the submittal of this grant application at the July 28th City Council meeting.

The Eldamain Infrastructure Project application will require a different City Council process, and some additional discussion about local funding commitments. We anticipate that the cost estimate to bring water and sewer utilities out to this corridor will be just shy of \$4,500,000. Because the grant award maximum is \$2,000,000, the City would have to fund the gap in order to complete the project. While this cost could be borne by the water and sewer funds, it would still require a significant speculative investment by the City Council. Further, the grant application process actually requires a statement of local funding commitment as part of the application. We think that the statement can be as simple as "we promise to fund the ~\$2,500,000 local match" with no back-end penalty should we reverse that decision at a later date, but we are trying to verify that before we proceed. Also, the grant requirements include a resolution of intent to bond, which means the state is going to require us to tell them that we will issue a bond for the local match as part of the application. It is unclear at this time, whether that requirement prohibits us from selling a bond later if we fail to include that resolution as part of the application (i.e. we decide now to not use a bond and then change our mind later), or whether it is simply a scoring deduction. In either case on the bond resolution, and at minimum, the public notice for the public hearing on this project must state within the public notice that the City is proposing to fund the project with a local match and must state the dollar value of the local match; which means the City Council will need to discuss the merits of the local match before even finalizing the public notice. Staff is prepared to lead this discussion at the Public Works Committee meeting, but we anticipate that the full Council will need to discuss this issue at the 7/28 CC meeting. Because of

everything above, the Eldamain Infrastructure Project application will be on a later path than the East Alley Project application.

Recommendation

The East Alley Project update is an informational item. Staff requests any feedback on the Eldamain Infrastructure Project.



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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:	JUNE 2020
PROJECT NO.:	YO2020
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020-PROJECT MAP.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROJECT MAP



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO2020-C
DESIGNED:	NLS
DATE:	July 14, 2020
PROJECT TITLE:	Potential Development - Water Main

PRELIMINARY COST ESTIMATE - 8" WM Replacement + 10" Sanitary Rehab + ComEd Relocate

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN 60" VAULT	EA	2	\$ 9,500.00	\$ 19,000.00
2	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	390	\$ 100.00	\$ 39,000.00
3	GATE VALVE, 8-INCH (RESILIENT SEAT) IN 48" VAULT	EA	1	\$ 5,000.00	\$ 5,000.00
4	BORE AND JACK 20" STEEL CASING PIPE (WATER MAIN NOT INCLUDED)	LF	50	\$ 500.00	\$ 25,000.00
5	CATHODIC PROTECTION FOR STEEL CASING PIPE	EA	2	\$ 1,750.00	\$ 3,500.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	2	\$ 6,000.00	\$ 12,000.00
7	DUCTILE IRON FITTINGS	LB	700	\$ 10.00	\$ 7,000.00
8	WATER SERVICE CONNECTION, 1"	EACH	8	\$ 1,500.00	\$ 12,000.00
9	WATER SERVICE - PEX, 1"	LF	200	\$ 35.00	\$ 7,000.00
10	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 2,000.00	\$ 4,000.00
11	FIRE HYDRANT REMOVAL	EACH	1	\$ 750.00	\$ 750.00
12	VALVE VAULT TO BE ABANDONED	EACH	2	\$ 800.00	\$ 1,600.00
13	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 1,500.00	\$ 1,500.00
14	CURED-IN-PLACE PIPE LINING, 10"	LF	355	\$ 75.00	\$ 26,625.00
15	MANHOLE REHABILITATION	EA	3	\$ 6,000.00	\$ 18,000.00
16	SANITARY SEWER POINT REPAIR, 10"	LF	50	\$ 100.00	\$ 5,000.00
17	FOUNDATION MATERIAL	CY	40	\$ 35.00	\$ 1,400.00
18	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	700	\$ 50.00	\$ 35,000.00
19	HMA PAVEMENT REMOVAL AND REPLACEMENT, 4"	SY	70	\$ 105.00	\$ 7,350.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 3-INCH	SY	500	\$ 5.00	\$ 2,500.00
21	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (3" TOTAL IN 2 LIFTS)	TON	90	\$ 95.00	\$ 8,550.00
22	BITUMINOUS MATERIAL (PRIME COAT)	LB	350	\$ 1.00	\$ 350.00
23	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	55	\$ 50.00	\$ 2,750.00
24	SIDEWALK REMOVAL AND REPLACEMENT	SF	120	\$ 25.00	\$ 3,000.00
25	PAVEMENT MARKING, 4"	LF	1,000	\$ 5.00	\$ 5,000.00
26	CCDD TESTING & LPC-663	LS	1	\$ 5,000.00	\$ 5,000.00
27	DUMPSTER ENCLOSURE	LS	1	\$ 20,000.00	\$ 20,000.00
28	BOLLARD, 6" DIAMETER (FIRE HYDRANT PROTECTION)	EACH	2	\$ 1,500.00	\$ 3,000.00
29	RAILING REPAIR/REPLACEMENT AT VAN EMMON	LS	1	\$ 10,000.00	\$ 10,000.00
30	RESTORATION	SY	25	\$ 75.00	\$ 1,875.00
31	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	\$ 7,000.00	\$ 7,000.00
32	COMED RELOCATE UNDERGROUND	LSUM	1	\$ 350,000.00	\$ 350,000.00
33	TRAFFIC CONTROL AND PROTECTION	LSM	1	\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 659,750.00
				CONTINGENCY (15%)	\$ 99,000.00
				TOTAL	\$ 758,750.00
				DESIGN ENGINEERING	\$ 68,300.00
				CONSTRUCTION ENGINEERING	\$ 68,300.00
				TOTAL PRELIMINARY COST ESTIMATE	\$ 895,350.00

Notice of Hearing

United City of Yorkville, Illinois Rebuild Illinois Shovel Ready Sites Grant

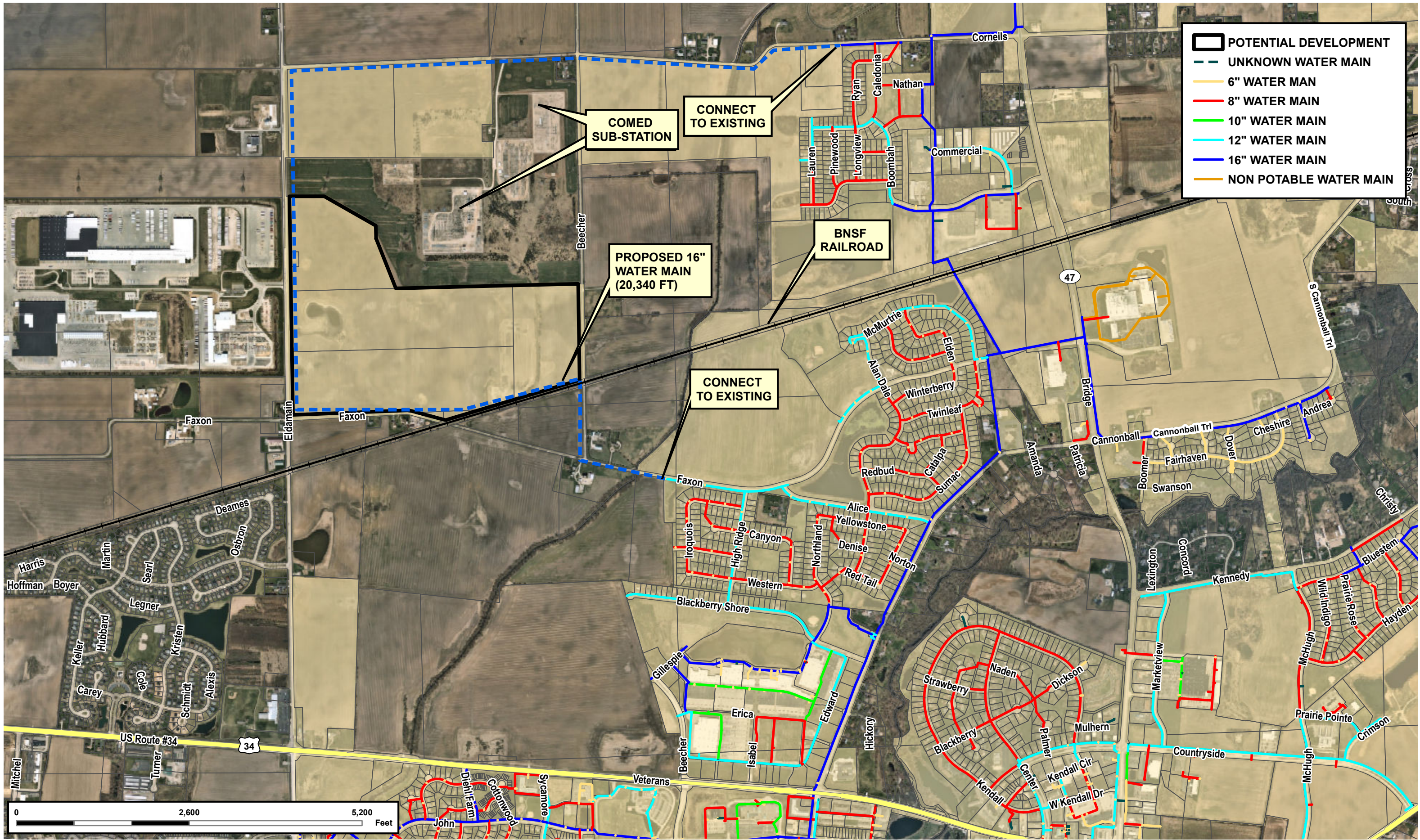
Notice is Hereby Given, the United City of Yorkville will hold a public hearing on July 28, 2020, at 7:00pm, in City Hall (800 Game Farm Road) to provide interested parties an opportunity to express their views on the proposed Rebuild Illinois Shovel Ready Sites Grant (RISRS) project. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Erin Willrett, 800 Game Farm Road, 630-553-4350 no later than July 24, 2020. Every effort will be made to make reasonable accommodations for these persons.

On or about July 31, 2020, the United City of Yorkville intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the Rebuild Illinois program. This program is funded by state funds as included in the 2019 Capital Bill. These funds are to be used for a community development project that will include the following activities: Watermain replacement, sanitary rehabilitation, electrical lines buried, all in the Alley East of IL Route 47 in the 200 block. The total amount of Rebuild Illinois funds to be requested is \$895,350.00.

Information related to this project will be available for review prior to the public hearing as of July 17, 2020 at www.yorkville.il.us. Interested residents are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to Erin Willrett, ewillrett@yorkville.il.us or 800 Game Farm Road, Yorkville, IL 60560 no later than July 28, 2020 in order to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact Erin Willrett, 630-553-4350 or write to Erin Willrett, ewillrett@yorkville.il.us or 800 Game Farm Road, Yorkville, IL 60560.

Dated this 16th day of July 2020.

Lisa Pickering
City Clerk





Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO2020-C
DESIGNED:	NLS
DATE:	July 14, 2020
PROJECT TITLE:	Potential Development - Water Main

PRELIMINARY COST ESTIMATE - 16" Water Main

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	TREE REMOVAL	LSUM	1	\$ 5,000.00	\$ 5,000.00
2	STABILIZED CONSTRUCTION ENTRANCE	EACH	8	\$ 2,500.00	\$ 20,000.00
3	PERIMETER EROSION BARRIER	LF	600	\$ 5.00	\$ 3,000.00
4	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 5,000.00	\$ 5,000.00
5	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 6,000.00	\$ 6,000.00
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	20,340	\$ 100.00	\$ 2,034,000.00
7	BUTTERFLY VALVE IN 60-INCH VALVE VAULT, 16-INCH	EACH	23	\$ 7,000.00	\$ 161,000.00
8	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	21	\$ 5,000.00	\$ 105,000.00
9	BORE AND JACK 30" STEEL CASING PIPE (WATER MAIN NOT INCLUDED)	LF	560	\$ 600.00	\$ 336,000.00
10	DUCTILE IRON FITTINGS	LB	10,860	\$ 8.00	\$ 86,880.00
11	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	500	\$ 50.00	\$ 25,000.00
12	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	500	\$ 50.00	\$ 25,000.00
13	SELECT GRANULAR BACKFILL	CY	300	\$ 35.00	\$ 10,500.00
14	FOUNDATION MATERIAL	CY	2,500	\$ 50.00	\$ 125,000.00
15	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 30,000.00	\$ 30,000.00
16	HOT-MIX ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	200	\$ 15.00	\$ 3,000.00
17	HOT-MIX ASPHALT PAVEMENT PATCH, 6-INCH	SY	200	\$ 50.00	\$ 10,000.00
18	TOPSOIL, STRIP, STOCKPILE, AND REPLACEMENT	LF	16,565	\$ 10.00	\$ 165,650.00
19	RESTORATION	SY	4,200	\$ 10.00	\$ 42,000.00
20	RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 5,000.00	\$ 5,000.00
21	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL					\$ 3,228,030.00
CONTINGENCY (15%)					\$ 484,200.00
TOTAL					\$ 3,712,230.00
DESIGN ENGINEERING					\$ 334,200.00
CONSTRUCTION ENGINEERING					\$ 334,200.00
TOTAL PRELIMINARY COST ESTIMATE					\$ 4,380,630.00



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

Agenda Item Number

New Business #8

Tracking Number

PW 2020-47

Agenda Item Summary Memo

Title: Revisions to Title 7 Chapter 6 Sewer Use and Service

Meeting and Date: Public Works Committee – July 21, 2020

Synopsis: Consideration of approval of the revisions to Title 7 Chapter 6 Sewer Use and Service

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 21, 2020
Subject: Revision to Title 7 Chapter 6 Sewer Use and Service

Summary

Attached you will find the staff recommended revisions to the City's Codified Ordinance Title 7 Chapter 6 Sewer Use and Service. Staff began meeting to revise this Chapter in the Fall of 2017 and reviewed it section by section. Engineering and Legal has also reviewed the recommended changes.

Background

The red-lined version is attached for your reference. A lot of the changes are updates to match the current practice of the department or to match current legislation. A few key revisions from the Ordinance are listed below:

- Throughout the document staff added a reference to the most recent City Subdivision Control Ordinance for a specification reference.
- All references to the Superintendent of Public Works have been changed to the Director of Public Works.
- All references to the City Treasurer have been changed to the Finance Director.
- Updated User Types to match the current Zoning Ordinance language.
- For engineering and installation of sewers, it has been updated to be in accordance with the Subdivision Control Ordinance Standards and Specifications.
- Updated construction specifications.
- Updated Overhead Sewer specifications.
- Requirement of separate sanitary and storm sewers.
- Remove the outdated process that a CPA review the sewer maintenance charge.
- Update the Bills section to match current practice of remittance.
- Updated Appeals process to match current practice.

A comparison from current to proposed language is listed below for your use. Several sections have been modified and a side-by-side comparison is used.

Proposed Change 1

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

“Shall” is mandatory; “may” is permissible. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

PROPOSED LANGUAGE

Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Director of Public Works may be delegated by the Director of Public Works to other City personnel.

Proposed Change 2

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

Sanitary District: The Yorkville-Bristol sanitary district.

PROPOSED LANGUAGE

Sanitary District: The Yorkville-Bristol Sanitary District (“YBSD”). All properties annexed within YBSD boundaries are subject to the YBSD Main Ordinance, F.O.G.Fats, Oil and Grease (FOG) Ordinance, and other YBSD documents, as found at www.YBSD.org, and these documents will supersede all conflicting statements and requirements herein.

Proposed Change 3

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

USER TYPES:

Nonresidential User

Commercial Users

Institutional/governmental users

Residential User

User Class: The type of user, either residential or nonresidential as defined herein.

PROPOSED LANGUAGE

A. *User Types: Commercial users identified in Table 10.06.03 Business Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

Chapter 12, article A	O, office district
Chapter 12, article B	B-1, local business district
Chapter 12, article C	B-2, retail commerce business district
Chapter 12, article D	B-3, general business district
Chapter 12, article E	B-4, service business district

B. *Institutional/governmental users identified in Table 10.06.02 Institutional Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

C. *Residential users identified in Table 10.06.01 Residential Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

Chapter 11, article A	E-1, estate district
Chapter 11, article B	R-1, single-family suburban residence district
Chapter 11, article C	R-2, single-family traditional residence district
Chapter 11, article D	R-2D, duplex, two-family attached residence district
Chapter 11, article E	R-3, multi-family attached residence district
Chapter 11, article F	R-4, general multi-family residence district

D. *Industrial users:*

Chapter 13, article A	M-1, limited manufacturing district
Chapter 13, article B	M-2, general manufacturing district

Proposed Change 4

- Section 7-6-1: Rules and Definitions

CURRENT LANGUAGE

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of fifty thousand (50,000) gallons or more per average workday; b) has a flow greater than ten percent (10%) of flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

PROPOSED LANGUAGE

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of twenty-five thousand (25,000) gallons or more per average workday; b) has an organic loading flow greater than ten percent (10%) of an organic loading flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Proposed Change 5

- Section 7-6-3 Private Sewage Disposal

PROPOSED DELETION

A. Private Systems Permitted: Where a public sanitary (or combined) sewer is not available under the provisions of subsection 7-6-2D of this Chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Section.

B. Permit Requirements; Fees: Before commencement of construction of a private sewage disposal system, the owner shall first apply for a special use permit from the Yorkville Plan Commission¹. Only upon recommendation of the Plan Commission and approval by City Council shall a private sewage disposal facility be allowed. City Council shall authorize the Mayor to sign such a permit. Application shall be made on a form furnished by the City, attached to Ordinance 1992-6 on file in the office of the City Clerk, which the applicant shall supplement by any plans, specifications and other information as deemed necessary. A permit and inspection fee of twenty dollars (\$20.00) shall be paid to the City at the time the application is filed.

C. Inspections: A permit for a private sewage disposal system shall not become effective until the installation is completed in accordance with the approved plans and specifications. The Building Inspector shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Inspector when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty four (24) hours of the receipt of written notice by the City.

PROPOSED LANGUAGE

A. *Adoption of Code. There is adopted by the City Council those certain codes, three copies of which have been and which are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.*

B. *Where a public sanitary sewer is not available under the provisions of this Chapter, the building sanitary sewer shall be connected to a private sewage disposal system complying with the provisions of the section.*

C. *Permit and Fee. No construction shall be permitted for any private sewage disposal system or for any building to be served by a private sewage disposal system, within the City limits, unless a permit for private sewage disposal system has first been obtained from Kendall County Health Department. In addition, no permit will be issued unless the construction is to be done by an Illinois Department of Public Health licensed private sewage disposal system contractor. All percolation tests and private sewage disposal system plans shall be completed in conformance with Kendall County regulations, based on location of property and shall conform to City ordinances. No criteria shall be less stringent than the criteria of the Illinois State Plumbing Code, 225 ILCS 320/1 and the Private Sewage Disposal Licensing Act, 225 ILCS 225/1. Percolation tests shall be conducted and evaluated under the supervision of a registered professional engineer licensed to practice in Illinois.*

D. *Inspections and Cleaning. All private sewage disposal systems installed and operated within the City limits may be subject to inspection by the City, to determine if the system is functioning properly and which determination shall include, but not be limited to, a finding concerning the following:*

- 1. Contaminated surface or ground water;*
- 2. Odorant production;*
- 3. Depth of sludge in the septic tank;*
- 4. Clogged seepage field;*
- 5. Improper draining of the plumbing fixtures as a result of clogged septic tank and/or seepage field;*
- 6. Contaminated footing drain sump water.*

If, after inspection, it is determined that the private sewage system is not functioning properly, the owner and/or occupant shall be notified in writing to have the necessary work performed to correct the malfunction. If modifications to the system are required and are allowable, pursuant to the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act and Code, both as modified herein, said modifications shall be done by a licensed private sewage disposal contractor. The owner and/or occupant shall be given a reasonable amount of time. It is the responsibility of the property owner and occupant to have the septic tank cleaned no less than once every five years. The City may require the property owner to submit a copy of the paid bill for such cleaning and services rendered by a licensed private sewage disposal contractor. The City may maintain a file system to inform property owners and occupants of the necessity for cleaning the septic tank.

E. *In the event the malfunction cannot be corrected by cleaning and the property is within two hundred fifty (250) feet of an accessible public sewer system, the private system shall be disconnected and connection made to the public sewer system.*

Proposed Change 6

- Section 7-6-2: Private Sewage Disposal

CURRENT LANGUAGE

When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall be cleaned of sludge and filled with clean, bank-run gravel or dirt.

PROPOSED LANGUAGE

When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall be abandoned with the rules and regulations of the Kendall County Health Department.

Proposed Change 7

- Section 7-6-4: Building Sewer and Connections.
- Proposed Title: *Sewers, Engineering, Installation and Connections*

Proposed Change 8

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION

All sanitary and storm sewer systems shall be engineered and installed in accordance with the Subdivision Control Ordinance Standards and Specifications, respectively, of the United City of Yorkville Municipal Code.

Proposed Change 9

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION

B. Use Of Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and test approved by the Public Works Department Director or his designee, to meet all requirements of this Chapter requirements as outlined below:

1. All sanitary sewer pipe materials shall conform to the latest applicable ANSI(American National Standards Institute), ASTM (American Society for Testing and Materials), AWWA(American Water Works Association) , AASHTO (American Association of State Highway Transportation Officials), or other nationally accepted standards. Only the following sanitary sewer pipe and joint materials are approved for use in the United City of Yorkville, Illinois:

- a. Class 50 ductile iron pipe conforming to ANSI/AWWA C151/A.21.51-02 (or latest edition) with joints conforming to ANSI/AWWA C111/A.21.11-00 (or latest edition).*
 - b. Polyvinyl chloride (PVC) pipe (6 inch -16 inch) conforming to ASTM D2241-05 (or latest edition) (SDR 26 – sewer depth between 4-20 feet and SDR 21 for depths between 20-25 feet) with joints conforming to ASTM D3139-98 (2005) or latest edition.*
 - c. Solvent cement joints will not be allowed in the United City of Yorkville.*
 - d. Pipe shall be clearly marked as follows at intervals of 5 feet or less:*
 - i. Manufacture's name or trademark and code*
 - ii. Nominal pipe size*
 - iii. The PVC cell classification, for example 12454-B*
 - iv. The legend "Type IPS SDR-26 PVC 1120 Sewer Pipe"*
 - v. This designation "Specification D-2241" PVC Pipe shall be SDR 26. For sewer depths between 20 and 25 feet, SDR 21 shall be provided.*
 - vi. Higher SDR numbers will only be allowed with the approval of the City Engineer.*
 - e. PVC FITTINGS All PVC fittings shall comply with ASTM F1970-05 (or latest edition) and fittings shall be clearly marked as follows:*
 - i. Manufacturer's name or trademark*
 - ii. Nominal size*
 - iii. The material designation PVC or IPS (iron pipe size), and this designation "Specification D2241" Fitting shall be molded for pipe sizes between 6 inches and 8 inches in diameter, and fabricated fittings for 10" to 16" in diameter.*
 - iv. A minimum of 150 psi pressure class shall be provided. PVC fittings shall be SDR 26.*
 - v. Higher SDR numbers will only be allowed with the approval of the City Engineer.*
 - vi. Fittings shall be required to pass the same inspection and testing requirements of the PVC pipe.*
- 1. CONNECTING DISSIMILAR PIPE MATERIALS*
- a. Joints connecting dissimilar pipe materials shall be made with sewer clamp non-shear type couplings; Cascade CSS, Romac LSS, Fernco, Inc. Shear Ring or*

approved equal. When available, a standard joint with a transition gasket may be used. The name of the manufacturer, class, and date of issue shall be clearly identified on all sections of pipe. The contractor shall also submit bills of lading, or other quality assurance documentation when requested by the City Engineer.

Proposed Change 10

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

CURRENT LANGUAGE

2. Where gravity sewers are NOT possible, the building shall be served with an overhead sanitary sewer. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade in a straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.

PROPOSED LANGUAGE

2. *An overhead sewer shall be required to be constructed in the lowest level of all new structures where the lowest level is three feet below the elevation of the crown of the street adjacent to the structure when such structures contain a toilet or shower facility within the lowest level. Plumbing fixtures to be served by an overhead sewer shall drain into an ejection pit with pump and tight seal lid which meets the requirements of the Illinois State Plumbing Code. The ejector pit shall be properly sealed, vented and located to receive sewage by gravity flow from which the liquid shall be lifted and discharged into the sanitary sewer service. The discharge size of the pump shall be a minimum of two inches, and discharge line shall be equipped with a backwater check valve, and ball valve. Plumbing fixtures above the aforesaid elevation shall drain entirely by gravity and shall not be drained through the ejection pit.*

Proposed Change 11

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

CURRENT LANGUAGE

Connections To Public Sewer:

1. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Superintendent of Public Works or his representative.

PROPOSED LANGUAGE

Connections To Public Sewer:

1. *The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Director of Public Works or his designee. A minimum of twenty-four (24) hours notice is required.*

2. *It is unlawful to construct combined sewers or other facilities intended to receive both runoff and sewage. Separate sanitary sewers and separate storm sewers shall be provided.*

3. *It is unlawful for any person owning or in possession of real estate to connect, permit to be connected or permit to remain connected any sewer to a public sanitary sewer which sewer receives roof drainage, foundation drainage, surface water or groundwater.*

Proposed Change 12

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION – Discharge Into System:

3. *Owner and occupant responsibility for maintenance. The owner and occupant of the premises served by the public sewer system shall jointly and severally properly maintain and operate a building service sewer, house connection or sanitary sewer line to the point of connection to the City sewer system main line. Maintenance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction of extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the facilities are intended to perform, discharge or produce.*

Proposed Change 13

- Title Section 7-6-6-5: Bills for Service; Delinquencies

CURRENT LANGUAGE

Rendering Bills: Bills for sewer service shall be sent out by the finance director on the first day of the month succeeding the bimonthly period for which the service is billed. All sewer bills are due and payable thirty (30) days after being sent out. Penalties for delinquent bills shall be added as provided in subsection 7-7-1C of this title. (Ord. 2014-18, 5-13-2014)

B. Payment Of Bills; Liability For Service: The rates or charges for service shall be payable bimonthly. The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the city only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the city.

C. Delinquencies:

1. Discontinuance Of Service: If the charges for such services are not paid within thirty (30) days after the rendition of the bill for such services, such services shall be discontinued without further notice and shall not be reinstated until all claims are settled.
2. Lien; Notice Of Delinquency:
 - a. Whenever a bill for sewer service remains unpaid for one hundred eighty (180) days after it has been rendered, the city treasurer shall file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the city claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.
 - b. If the user, whose bill is unpaid, is not the owner of the premises, and city treasurer has notice of this, notice shall be mailed to the owner of the premises if his address be known to the treasurer, whenever such

bill remains unpaid for a period of ninety (90) days after it has been rendered.

- c. The failure of the city treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the foregoing section.
3. Foreclosure Of Lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the same and proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the city. The city attorney is hereby authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for one hundred eighty (180) days. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE

- A. *Payment, First Notice: First notice bills for sewer service shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 1 of each year, and all first notice bills and charges for sewer service and other services are payable at the Office of the Finance Director within thirty-five (35) days of the date of mailing.*

Proposed Change 14

- Section 7-6-6-7: Books and Records; Audits

CURRENT LANGUAGE

A. Accounts: The city treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals the treasurer shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

B. Annual Audit: In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewer maintenance fund, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of nonmetered users.
6. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

C. Access To Records: The IEPA or USEPA or their authorized representative shall have access to any books, documents, papers and records of the city which are applicable to the city system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of: special and general conditions to any state grant, federal regulations and conditions of the federal grant and loan agreement and rules of any state loan. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE

A. *Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.*

B. *Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the sewer system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) Loan Program.*

Proposed Change 15

- Section 7-6-6-9: Appeals

CURRENT LANGUAGE:

The method for computation of rates and service charges established for user charges in this section 7-6-6 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by a court of law after notification of a formal written appeal outlining the discrepancies. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE:

Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies.

Recommendation

Staff recommends approval of the attached revision to Title 7 Chapter 6 Sewer Use and Service to the City's Codified Ordinances.

7-6-1: RULES AND DEFINITIONS: 🌐 📄 🖨️

~~"Shall" is mandatory; "may" is permissible. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:~~

~~Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Director of Public Works may be delegated by the Director of Public Works to other City personnel.~~

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FEDERAL GOVERNMENT:

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Administrator: The administrator of the U.S. environmental protection agency.

Federal Act: The federal clean water act (33 USC 466 et seq.) as amended. (Pub. L. 95-217)

Federal Grant: The U.S. government's participation in the financing of the construction of treatment works as provided for by title II - grants for construction of treatment works of the act and implementing regulations.

LOCAL GOVERNMENT:

City: The United City Of Yorkville.

Sanitary District: The Yorkville-Bristol Sanitary District ("YBSD"). All properties annexed within YBSD boundaries are subject to the YBSD Main Ordinance, F.O.G-Fats, Oil and Grease (FOG) Ordinance, and other YBSD documents, as found at www.YBSD.org, and these documents will supersede all conflicting statements and requirements herein.

NPDES PERMIT: Any permit or equivalent document or requirements issued by the administrator or, where appropriated by the director, after enactment of the federal clean water act to regulate the discharge of pollutants pursuant to section 402 of the federal act.

PERSON: Any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

STATE GOVERNMENT:

Director: The director of the Illinois environmental protection agency.

State Act: The Illinois antipollution bond act of 1970.

State Grant: The state of Illinois' participation in the financing of the construction of treatment works

as provided for by the Illinois antipollution bond act and for making such grants as filed with the secretary of state of the state of Illinois.

TREATMENT:

Pretreatment: The treatment of wastewaters from sources before introduction into the wastewater treatment works.

Wastewater Treatment Works: An arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "pollution control plant".

TYPES OF CHARGES:

Debt Service Charge: The amount to be paid each billing period for payment of interest, principal and coverage of loans outstanding.

User Charge: A charge levied on all users of the Yorkville sanitary sewer system as outlined in Section 7-6-6 of this Chapter for the cost of operation, maintenance and replacement.

USER TYPES:

~~Nonresidential User:~~ User types s shall include the following:

- A. ~~A-~~ Commercial users ~~including transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services~~ identified in Table 10.06.03 Business Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.

<u>Chapter 12, article A</u>	<u>O, office district</u>
<u>Chapter 12, article B</u>	<u>B-1, local business district</u>
<u>Chapter 12, article C</u>	<u>B-2, retail commerce business district</u>
<u>Chapter 12, article D</u>	<u>B-3, general business district</u>
<u>Chapter 12, article E</u>	<u>B-4, service business district</u>

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B. Institutional/governmental users ~~including schools, churches, penal institutions and users associated with Federal, State and local governments identified in Table 10.06.02 Institutional Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.~~

C. Residential users identified in Table 10.0601 Residential Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance. ~~User: All dwelling units such as houses, mobile homes, apartments or permanent multi-family dwellings.~~

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<u>Chapter 11, article A</u>	<u>E-1, estate district</u>
<u>Chapter 11, article B</u>	<u>R-1, single-family suburban residence district</u>
<u>Chapter 11, article C</u>	<u>R-2, single-family traditional residence district</u>
<u>Chapter 11, article D</u>	<u>R-2D, duplex, two-family attached residence district</u>
<u>Chapter 11, article E</u>	<u>R-3, multi-family attached residence district</u>
<u>Chapter 11, article F</u>	<u>R-4, general multi-family residence district</u>

D. Industrial users:

<u>Chapter 13, article A</u>	<u>M-1, limited manufacturing district</u>
<u>Chapter 13, article B</u>	<u>M-2, general manufacturing district</u>

User Class: ~~The type of user, either residential or nonresidential as defined herein.~~

Commented [EW1]: List tables for each
Eric – please confirm what tables (10.06) should be in each category.

WASTEWATER AND ITS CHARACTERISTICS:

BOD (~~Denoting~~ Biochemical Oxygen Demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

Building Drain: That part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning five feet (5') (1.5 m) outside the inner face of the building walls.

Building Sewer: The extension from the building drain to the public sewer or other place of disposal.

Combined Sewer: A sewer which is designed and intended to receive wastewater, storm, surface and ground water drainage.

Control Manhole: A structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a "control manhole" is to provide access for the City or sanitary district representative to sample and/or measure discharges.

Easement: An acquired legal right for the specific use of land owned by others.

Effluent Criteria: Are defined in any applicable NPDES permit.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of food.

Industrial Waste: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of ~~fifty-twenty-five~~ thousand (~~5025~~,000) gallons or more per average workday; b) has a ~~flow-an~~ organic loading flow greater than ten percent (10%) of ~~an organic loading~~ the flow flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Milligrams Per Liter: A unit of the concentration of water or wastewater constituent. It is 0.001 g of the constituent in one thousand milliliters (1,000 ml) of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and wastewater analysis.

Outlet: Each floor drain, washbasin, wash fountain, toilet, urinal, shower, air-conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer; the flow of which ultimately is processed by Water Pollution Control of the Yorkville-Bristol Sanitary District.

ppm: Parts per million by weight.

pH: The logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

Population Equivalent: A term used to evaluate the impact of industrial or other wastes on a treatment works or stream. One population equivalent is one hundred (100) gallons of sewage per day, containing seventeen one-hundredths (0.17) pounds of BOD and twenty one-hundredths (0.20) pounds of suspended solids.

Properly Shredded Garbage: The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch ($\frac{1}{2}$ ") (1.27 cm) in any dimension.

Public Sewer: A sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge into the City sanitary sewer system, even though those sewers may not have been constructed with City funds.

Sanitary Sewer: A sewer that conveys sewage or industrial wastes or a combination of both and into which storm, surface and ground waters or polluted industrial wastes are not intentionally admitted.

Sewage: Is used interchangeably with "wastewater".

Sewer: A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

Sewerage: The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

Slug: Any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty four (24) hour concentration or flows during normal operation.

Storm Sewer: A sewer that carries storm, surface and ground water drainage but excludes sewage and industrial wastes other than unpolluted cooling water.

Storm Water Runoff: That portion of the precipitation that is drained into the sewers.

Suspended Solids (SS): Solids that either float on the surface of or are in suspension in water, sewage or industrial waste and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories Manual of Laboratory Methods.

Toilet: A bathroom, restroom or other facility having no more than three (3) outlets as defined herein.

Unpolluted Water: Water quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater: The spent water of a community. From this standpoint of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

Water Quality Standards: Are defined in the Water Pollution Regulations of Illinois.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

WATERCOURSE AND CONNECTIONS:

Natural Outlet: Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

Watercourse: A channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-2: USE OF PUBLIC SEWERS REQUIRED:

~~A. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of said City any human or animal excrement, garbage or other objectionable waste.~~

AB. It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of said City, any sewage or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this Chapter.

BC. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

CD. The owner of each house, building or property used for human occupancy, employment, recreation or other purpose which is situated within the City or is within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville and abutting on any street, alley or right of way in which there is now located or may in the future be located any public sanitary sewer of the City, is hereby required at his/her expense to install suitable sanitary facilities therein, and to connect such facilities directly to the Yorkville sanitary sewer system in accordance with the provisions of this Chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within two hundred fifty feet (250') of the property line, for single-family homes and zoning lots. Proposed multi-family zoning lots, residential subdivisions and commercial or industrial zoning lots within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville shall be connected to the Yorkville sanitary sewer system at the owner's expense if the property is within two hundred fifty feet (250') of said public sanitary sewer for each proposed lot or for each proposed family unit in the case of multi-family zoning lots. (Example: A 10 lot subdivision is required to be connected to sanitary sewer facilities if it is within 2,500 feet of existing sewer facilities.) (Ord. 1992-6, 4-23-1992)

7-6-3: PRIVATE SEWAGE DISPOSAL, Regulations and Adoption of Code:

~~A. Private Systems Permitted: Where a public sanitary (or combined) sewer is not available under the provisions of subsection 7-6-2D of this Chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Section.~~

~~B. Permit Requirements; Fees: Before commencement of construction of a private sewage disposal system, the owner shall first apply for a special use permit from the Yorkville Plan Commission⁴. Only upon recommendation of the Plan Commission and approval by City Council shall a private sewage disposal facility be allowed. City Council shall authorize the Mayor to sign such a permit. Application shall be made on a form furnished by the City, attached to Ordinance 1992-6 on file in the office of the City Clerk, which the applicant shall supplement by any plans, specifications and other information as deemed necessary. A permit and inspection fee of twenty dollars (\$20.00) shall be paid to the City at the time the application is filed.~~

~~C. Inspections: A permit for a private sewage disposal system shall not become effective until the installation is completed in accordance with the approved plans and specifications. The Building Inspector shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Inspector when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty four (24) hours of the receipt of written notice by the City.~~

~~D. Construction Specifications: The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the State of Illinois Private Sewage Disposal Licensing Act and Code² and with the State of Illinois Environmental Protection Agency. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than forty three thousand five hundred sixty (43,560) square feet (1 acre). No septic tank or cesspool shall be permitted to discharge to any natural outlet.~~

A. Adoption of Code. There is adopted by the City Council those certain codes, three copies of which have been and which are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.

B. Where a public sanitary sewer is not available under the provisions of this Chapter, the building sanitary sewer shall be connected to a private sewage disposal system complying with the provisions of the section.

C. Permit and Fee. No construction shall be permitted for any private sewage disposal system or for any building to be served by a private sewage disposal system, within the City limits, unless a permit for private sewage disposal system has first been obtained from Kendall County Health Department. In addition, no permit will be issued unless the construction is to be done by an Illinois Department of Public Health licensed private sewage disposal system contractor. All percolation tests and private sewage disposal system plans shall be completed in conformance with Kendall County regulations, based on location of property and shall conform to City ordinances. No criteria shall be less stringent than the criteria of the Illinois State Plumbing Code, 225 ILCS 320/1 and the Private Sewage Disposal

Licensing Act, 225 ILCS 225/1. Percolation tests shall be conducted and evaluated under the supervision of a registered professional engineer licensed to practice in Illinois.

~~A. Adoption of Code. There is adopted by the City Council these certain codes, three copies of which have been and are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.~~

D. Inspections and Cleaning. All private sewage disposal systems installed and operated within the City limits may be subject to inspection by the City, to determine if the system is functioning properly and which determination shall include, but not be limited to, a finding concerning the following:

1. Contaminated surface or ground water;
2. Odorant production;
3. Depth of sludge in the septic tank;
4. Clogged seepage field;
5. Improper draining of the plumbing fixtures as a result of clogged septic tank and/or seepage field;
6. Contaminated footing drain sump water.

If, after inspection, it is determined that the private sewage system is not functioning properly, the owner and/or occupant shall be notified in writing to have the necessary work performed to correct the malfunction. If modifications to the system are required and are allowable, pursuant to the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act and Code, both as modified herein, said modifications shall be done by a licensed private sewage disposal contractor. The owner and/or occupant shall be given a reasonable amount of time. It is the responsibility of the property owner and occupant to have the septic tank cleaned no less than once every five years. The City may require the property owner to submit a copy of the paid bill for such cleaning and services rendered by a licensed private sewage disposal contractor. The City may maintain a file system to inform property owners and occupants of the necessity for cleaning the septic tank.

E. In the event the malfunction cannot be corrected by cleaning and the property is within two hundred fifty (250) feet of an accessible public sewer system, the private system shall be disconnected and connection made to the public sewer system.

F. ~~E~~-Connection To Public Sewer:

1. ~~4~~-At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in subsection 7-6-2D of this Chapter and upon failure of that septic system as determined by the ~~Building Inspector~~Public Works Director or designee, a direct connection shall be made to the public sewer in compliance with this Chapter within ninety (90) days. Any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
2. ~~2~~-When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall ~~be abandoned with the rules and regulations of the Kendall County Health Department. be cleaned of sludge and filled with clean, bank-run gravel or dirt.~~

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~~G. F.~~ Responsibility Of Owner: The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times and at no expense to the City.

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~~H. G.~~ Provisions Nonlimiting: No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the County Health Department. (Ord. 1992-6, 4-23-1992)

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7-6-4: ~~BUILDING SEWERS~~ **ENGINEERING, INSTALLATION AND CONNECTIONS**³:



All sanitary and storm sewer systems shall be engineered and installed in accordance with the Subdivision Control Ordinance Standards and Specifications, respectively, of the United City of Yorkville Municipal Code.

A. Permit Requirements; Fee:

~~1. 1.~~ Permit Required: No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.

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~~2. 2.~~ Classification Of Permits:

~~a. a.~~ There shall be two (2) classes of building sewer permits:

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~~1) 1)~~ Residential wastewater service, and

~~2) 2)~~ Commercial, institutional/governmental or industrial wastewater

service as outlined in the classification definitions in Section 10-6-0 of the City of Yorkville's Zoning Ordinance. (Ord. 1992-6, 4-23-1992)

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~~3. 3.~~ Restrictions On Issuance Of Permit: A building sewer permit will only be issued and a sewer connection shall only be allowed if it can be demonstrated, by the petitioner, that the downstream sewerage facilities, including sewers, pump stations and wastewater treatment facilities, have sufficient capabilities to process the additional anticipated waste load.

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B. Use Of Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and ~~test approved~~ by the Public Works ~~Department~~ Director or his designee, to meet all ~~requirements of this Chapter~~ requirements as outlined below:

~~1. 1.~~ All sanitary sewer pipe materials shall conform to the latest applicable ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), AWWA (American Water Works Association), AASHTO (American Association of State Highway Transportation Officials), or other nationally accepted standards. Only the following

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sanitary sewer pipe and joint materials are approved for use in the United City of Yorkville, Illinois:

- a. Class 50 ductile iron pipe conforming to ANSI/AWWA C151/A.21.51-02 (or latest edition) with joints conforming to ANSI/AWWA C111/A.21.11-00 (or latest edition).
- b. Polyvinyl chloride (PVC) pipe (6 inch -16 inch) conforming to ASTM D2241-05 (or latest edition) (SDR 26 – sewer depth between 4-20 feet and SDR 21 for depths between 20-25 feet) with joints conforming to ASTM D3139-98 (2005) or latest edition.
- c. Solvent cement joints will not be allowed in the United City of Yorkville.
- d. Pipe shall be clearly marked as follows at intervals of 5 feet or less:

- i. Manufacture's name or trademark and code
- ii. Nominal pipe size
- iii. The PVC cell classification, for example 12454-B
- iv. The legend "Type IPS SDR-26 PVC 1120 Sewer Pipe"
- v. This designation "Specification D-2241" PVC Pipe shall be SDR 26. For sewer depths between 20 and 25 feet, SDR 21 shall be provided.
- vi. Higher SDR numbers will only be allowed with the approval of the City Engineer.

- e. PVC FITTINGS All PVC fittings shall comply with ASTM F1970-05 (or latest edition) and fittings shall be clearly marked as follows:

- i. Manufacturer's name or trademark
- ii. Nominal size
- iii. The material designation PVC or IPS (iron pipe size), and this designation "Specification D2241" Fitting shall be molded for pipe sizes between 6 inches and 8 inches in diameter, and fabricated fittings for 10" to 16" in diameter.
- iv. A minimum of 150 psi pressure class shall be provided. PVC fittings shall be SDR 26.
- v. Higher SDR numbers will only be allowed with the approval of the City Engineer.
- vi. Fittings shall be required to pass the same inspection and testing requirements of the PVC pipe.

1. CONNECTING DISSIMILAR PIPE MATERIALS

- a. Joints connecting dissimilar pipe materials shall be made with sewer clamp non-shear type couplings; Cascade CSS, Romac LSS, Fernco, Inc. Shear Ring or approved equal. When available, a standard joint with a transition gasket may be used. The name of the manufacturer, class, and date of issue shall be clearly identified on all sections of pipe. The contractor shall also submit bills of lading, or other quality assurance documentation when requested by the City Engineer.

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C. Construction Specifications:

~~1. 1.4.~~ Whenever possible, the building sewer shall be brought to the building at an elevation below _____ the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means which is approved in accordance with subsection ~~E4 C 2~~ of this Section and discharged to the building sewer.

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~~2. Where gravity sewers are NOT possible, the building shall be served with an overhead sanitary sewer. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade in a straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.~~

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~~2. 3. An overhead sewer shall be required to be constructed in the lowest level of all new structures where the lowest level is three feet below the elevation of the crown of the street adjacent to the structure when such structures contain a toilet or shower facility within the lowest level. Plumbing fixtures to be served by an overhead sewer shall drain into an ejection pit with pump and tight seal lid which meets the requirements of the Illinois State Plumbing Code. The ejector pit shall be properly sealed, vented and located to receive sewage by gravity flow from which the liquid shall be lifted and discharged into the sanitary sewer service. The discharge size of the pump shall be a minimum of two inches, and discharge line shall be equipped with a backwater check valve, and ball valve. Plumbing fixtures above the aforesaid elevation shall drain entirely by gravity and shall not be drained through the ejection pit.~~

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D. Connections To Public Sewer:

~~1. 4.~~ The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the ~~Superintendent~~Director of Public Works or his ~~representative~~designee. A minimum of twenty-four (24) hours notice is required.

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~~2. 2.~~ It is unlawful to construct combined sewers or other facilities intended to receive both runoff and sewage. Separate sanitary sewers and separate storm sewers shall be provided.

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~~3. 3.~~ It is unlawful for any person owning or in possession of real estate to connect, permit to be connected or permit to remain connected any sewer to a public sanitary sewer which sewer receives roof drainage, foundation drainage, surface water or groundwater.

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~~EE~~ Discharge Into System:

~~1.~~ All disposal by any person into the sewer system is unlawful except those discharges in compliance with Federal standards promulgated pursuant to the Federal Act and more stringent State and local standards.

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2.F.Liability Of Owner: All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

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3. Owner and occupant responsibility for maintenance. The owner and occupant of the premises served by the public sewer system shall jointly and severally properly maintain and operate a building service sewer, house connection or sanitary sewer line to the point of connection to the City sewer system main line. Maintenance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction of extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the facilities are intended to perform, discharge or produce.

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7-6-4-1: TAP-ON FEES:

A. Any residential property wishing to hook up to City sanitary sewer service shall pay to the City a flat rate of two thousand dollars (\$2,000.00) per dwelling unit. This is in addition to any and all other fees and charges by any other entity including the applicable sanitary district.

B. Any multi-family building will pay an additional fee of four hundred dollars (\$400.00) for each drain unit for common area drains which include, but are not limited to, laundry rooms, floor drains, etc. This additional fee shall be paid based on the summation of drain units times the four hundred dollar (\$400.00) multiplier:

Laundry washer unit	x	1/2
Floor drain	x	1/2
Common use toilet	x	1 1/2
Common use shower	x	1
Common use sink	x	1/2

Pool facilities	x	2
Common use kitchens	x	1 ¹ / ₂

C. All nonresidential properties shall be charged a fee based on the total number of drain units, as listed in schedule A at the end of this section, times a multiplier of four hundred dollars (\$400.00). This fee is in addition to all other fees charged by any other entity including sanitary districts.

D. All toilets having more than three (3) outlets, shall pay at the additional rate of 0.5 drain unit per outlet each. This applies to both residential and nonresidential properties.

~~E. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the city does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.~~

~~EF.~~ The size, slope, alignment, materials of construction of a building sewer service, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the city and/or state building and plumbing code or other applicable rules and regulations of the city or Yorkville-Bristol sanitary district.

~~GF.~~ No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer ~~unless such connection is approved by the city for purposes of disposal of polluted surface drainage.~~

~~HG.~~ The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city and the Yorkville-Bristol sanitary district. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the city public works department before installation.

~~I. The applicant for the building sewer permit shall notify the public works department when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the superintendent Director or his representative.~~

~~JH.~~ All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city public works department.

~~SCHEDULE~~

I Schedule

A-

For all purposes other than residential, the connection charge shall be \$1,400.00 multiplied by the number of units applicable to the use classified as follows:

USE OF BUILDING	NUMBER OF UNITS
GENERAL	
Each Private Toilet w/ no more than 3 outlets	1
Each Public Toilet w/ no more than 3 outlets	1.5
Each Public Shower w/ no more than 3 outlets	1
Soda Fountain	1
Each Automatic Washing Machine	0.5
KITCHENS	
Food Service Capacity (# of people)	
1-49	1
50-99	2
100-199	3
(add 1 unit for each additional 100 persons)	
Dishwasher	1
CAR WASH BAYS	
Single automatic	2
Self-serve covered	1
Production line (each)	10
OVERNIGHT FACILITIES (Industrial, Governmental, Commercial, etc.)	
Each unit w/ no more than 5 outlets	0.5
Each RV or Mobile Trailer unit w/ sanitary connection	0.5
ADDITIONS	
Each Additional Outlet	
1-5	1
6-10	2
(add 1 unit for each additional 5 outlets)	

Use Of Building	Number Of Drain Units
-----------------	-----------------------

Stores, mercantile and office buildings:			
	Each private toilet		1
	Each public toilet with no more than 3 outlets		1½
	Each additional outlet		½
	Soda fountain		1
	Grocery stores and meat markets with garbage grinders		2
Drive-ins:			
	Each public toilet		1½
	Kitchens		1½
Restaurants and theaters:			
	Food service capacity number of persons:		
		0 - 50	1
		50 - 100	2
		100 - 200	3
	Each private toilet		1
	Each public toilet		1½
Service stations:			
	Each public toilet		1½
	Wash rack		2
Clubs:			
	Each toilet		1½
	Restaurant charge		As above
Motels and hotels:			
	Each room with bath or shower and/or toilet		⅓
	Each public toilet		1½

	Restaurant charge	As above
Mobile trailer parks:		
	Each trailer space with sanitary sewer outlet	$\frac{1}{2}$
	Each automatic washer unit	$\frac{1}{2}$
	Each public toilet	$1\frac{1}{2}$
	Each public shower	1
Laundries:		
	Each automatic washer unit	$\frac{1}{2}$
	Each public toilet	$1\frac{1}{2}$
Self-service car wash:		
	Per rack (covered)	1
	Per rack (uncovered)	4
Automatic car wash:		
	Each production line	10
	Each public toilet	$1\frac{1}{2}$
Nursing homes and hospitals:		
	Resident capacity of each building determined from architect's plans and specifications divided by 4 (quotient to 2 decimal points)	
Schools:		
	Student capacity of each building determined from architect's plans and specifications divided by 12 (quotient to 2 decimal points)	
Dormitories, fraternities and sororities:		
	Resident capacity of each building determined from architect's plans and specifications divided by 6 (quotient to 2 decimal points)	

(Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-4-2: SEWER INFRASTRUCTURE IMPROVEMENT AND MAINTENANCE FEE:



Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement ~~and maintenance fee~~ for the sanitary sewer system of four dollars (\$4.00) April 30, 2021. Each utility customer using the public sanitary sewer system shall be charged a monthly maintenance fee for the sanitary sewer system of ten dollars and forty-four cents (\$10.44). These fees shall be billed as part of the City's utility billing system pursuant to this title. (Ord. 2019-16, 3-26-2019)per month through April 30, 202019. This fee shall be billed as part of the City's utility billing system pursuant to this title. (Ord. 20198-168, 3-267-20198)

7-6-5: USE RESTRICTIONS:

7-6-5-1: DISCHARGE OF EFFLUENT:

A. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the City Engineer. Industrial cooling water or unpolluted process waters may be discharged on approval of the engineer, to a storm sewer or natural outlet. (Ord. 1992-6, 4-23-1992)

7-6-5-2: PROHIBITED SUBSTANCES:

No person shall discharge, or cause to be discharged, any of the following described waters or wastes to any public sewers:

A. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

B. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant.

C. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

- D. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders. (Ord. 1992-6, 4-23-1992)

7-6-5-3: MATERIALS UNDER SPECIAL REVIEW:

- A. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the director of the Yorkville-Bristol sanitary district that such wastes can harm either the sewers, sewage treatment process or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and maximum limits established by regulatory agencies. The substances prohibited are:

- ~~1.1-~~ Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) (65°C).
- ~~2.2-~~ Any waters or wastes containing toxic or poisonous materials or oils, whether emulsified or not, in excess of one hundred milligrams per liter (100 mg/l) or containing substances which may solidify or become viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C) and one hundred fifty degrees Fahrenheit (150°F) (65°C).
- ~~3.3-~~ Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (³/₄) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the city engineer.
- ~~4.4-~~ Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solution, whether neutralized or not.
- ~~5.5-~~ Any waters or wastes containing iron, chromium, copper, zinc or similar objectionable or toxic substances or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Yorkville-Bristol Sanitary District for such materials.
- ~~6.6-~~ Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Yorkville-Bristol Sanitary District as necessary after treatment of the composite sewage, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.
- ~~7.7-~~ Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Yorkville-Bristol Sanitary District in compliance with applicable State or Federal regulations.
- ~~8.8-~~ Any wastes or waters having a pH in excess of nine and five-tenths (9.5).
- ~~9.9-~~ Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.

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~~10. 40.~~ Any cyanide in excess of 0.025 mg/l at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.

~~11. 44.~~ Materials which exert or cause:

- ~~a. a.~~ Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);
- ~~b. b.~~ Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
- ~~c. c.~~ Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
- ~~d. d.~~ Unusual volume of flow or concentrations of wastes constituting "slugs" as defined herein.

~~12. 12.~~ Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

B. If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated herein, and/or which are in violation of the standards for pretreatment provided in 40 CFR 403, June 26, 1978, and any amendments thereto, and which in the judgment of the City may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

~~1. 1.~~ Reject the wastes;

~~2. 2.~~ Require pretreatment to an acceptable condition for discharge to the public sewers;

~~3. 3.~~ Require control over the quantities and rates of discharge; and/or

~~4. 4.~~ Require payment to cover the added costs of handling and treating the wastes not covered by existing taxes or sewer charges, under the provisions of Section ~~7-6-5-7~~ of this Chapter. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City Engineer and subject to the requirements of all applicable codes, ordinances and laws. (Ord. 1992-6, 4-23-92)

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7-6-5-4: INTERCEPTORS:

Grease, oil and sand interceptors shall be provided when, in the opinion of the City Engineer, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Engineer and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 1992-6, 4-23-92)

7-6-5-5: PRELIMINARY TREATMENT:

Where preliminary treatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. (Ord. 1992-6, 4-23-92)

7-6-5-6: MEASUREMENTS, TESTS AND ANALYSES:

A. Each industry shall be required to install a control manhole and, when required by the City Engineer, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the City Engineer. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

B. The owner of any property serviced by a building sewer carrying industrial wastes shall provide laboratory measurements, tests and analyses of waters and wastes to illustrate compliance with this Chapter and any special conditions for discharge established by City of Yorkville, Yorkville-Bristol Sanitary District or regulatory agencies having jurisdiction over the discharge.

The number, type and frequency of laboratory analyses to be performed by the owner shall be as stipulated by the City, but no less than once per year the industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with the Federal, State and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the City at such times and in such a manner as prescribed by the City. The owner shall bear the expense of all measurements, analyses and reporting required by the City. At such times as deemed necessary, the City reserves the right to take measurements and samples for analysis by an outside laboratory service.

C. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of IEPA Division of Laboratories Manual of Laboratory Methods and shall be determined at the control manhole provided or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a twenty four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty four (24) hour composites of all outfalls, whereas pHs are determined from periodic grab samples. (Ord. 1992-6, 4-23-92)

7-6-5-7: SPECIAL AGREEMENTS:

No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the City, Yorkville-Bristol Sanitary District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City and Sanitary District for transport and treatment, subject to payment therefor, in accordance with Sections [7-6-6-1](#) through [7-6-6-4](#) of this Chapter, by the industrial concern, provided such payments are in accordance with Federal and State guidelines for user charge system. (Ord. 1992-6, 4-23-92)

7-6-6: RATES AND CHARGES:

7-6-6-1: BASIS FOR SEWER MAINTENANCE CHARGES:

The sewer maintenance charge for the use of and for service supplied by the sanitary sewer facilities of the City shall consist of a basic user charge and a debt service charge.

A. Basic User Charge:

- ~~1.~~ ~~4.~~ The basic user charge is levied on all users to recover the operation, maintenance and replacement (OM&R) and shall be based on the annual composite water usage as recorded by water meters or sewage meters for wastes having the following normal domestic concentrations:

~~a. a.~~ A five (5) day, twenty degree (20°) Celsius biochemical oxygen demand (BOD) of two hundred (200) mg/l.

~~b. b.~~ A suspended solids content of two hundred fifty milligrams per liter (250 mg/l).

- ~~1.~~ ~~2.~~ The basic user charge shall be computed as follows:

~~a. a.~~ Estimate the annual wastewater volume, utilizing current water use records.

~~b. b.~~ Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year, for all works categories.

~~c. c.~~ Proportion the estimated OM&R costs to each of two (2) classes: residential and nonresidential, based on annual volumes released to the sanitary sewer.

B. Debt Service Charge: The debt service charge is assigned to residential and nonresidential users of the sanitary sewer system. (Ord. 1992-6, 4-23-1992)

7-6-6-2: MEASUREMENT OF FLOW:

The volume of flow used for computing basic user charges for each class shall be the annual composite of metered water consumption for each respective class, read to the lowest even increments of one million (1,000,000) gallons.

A. If the person discharging wastes into the public sewers procures any part, or all, of his water from sources other than the public waterworks system, all or part of which is discharged into the

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public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the public works department for the purpose of determining the volume of water obtained from these other sources.

B. Devices for measuring the volume of waste discharged may be required by the city engineer if these volumes cannot otherwise be determined from the metered water consumption records.

C. Metering devices for determining the volume of waste shall be installed, owned and maintained by the contributor to the sanitary sewer. Following approval and installation, such meters may not be removed, unless service is canceled, without the consent of the city engineer. (Ord. 1992-6, 4-23-1992)

7-6-6-3: RATES AND CHARGES ESTABLISHED:

A. Sanitary sewer service rates shall be as follows:

~~1. Effective May 1, 2014, the sewer rates shall be:~~

~~\$18.54 bimonthly~~

~~2. Effective May 1, 2015, the sewer rates shall be:~~

~~\$19.10 bimonthly~~

~~3. Effective May 1, 2016, the sewer rates shall be:~~

~~\$19.67 bimonthly~~

~~4. Effective May 1, 2017, the sewer rates shall be:~~

~~\$20.26 bimonthly~~

~~1. 5. Effective May 1, 2018, the The~~ sewer rates shall be:

\$20.87 bimonthly

~~6. Effective May 1, 2019, the sewer rates shall be:~~

~~\$21.50 bimonthly~~

B. Notwithstanding the rates hereinabove set forth, the city council retains its right at any time to change, increase, decrease, add or eliminate charges so long as such action is taken in accordance with all applicable law. (Ord. 2014-16, 4-22-2014)

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7-6-6-4: REVIEW AND REVISION OF CHARGES; NOTICE:

- A. The adequacy of the sewer maintenance charge shall be reviewed, not less often than annually, ~~by certified public accountants for the city in their annual audit report.~~ The sewer maintenance charges shall be revised periodically to reflect a change in local capital costs or OM&R costs.
- B. The users of the sanitary sewer facilities will be notified annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to the wastewater operation, maintenance and replacement. (Ord. 1992-6, 4-23-1992)

7-6-6-5: BILLS FOR SERVICE; DELINQUENCIES:

~~A. Rendering Bills: Payment, First Notice: First notice bills for sewer service shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 1 of each year, and all first notice bills and charges for sewer service and other services are payable at the Office of the Finance Director within thirty-five (35) days of the date of mailing. sewer service sewer service Bills for sewer service shall be sent out by the finance director on the first day of the month succeeding the bimonthly period for which the service is billed. All sewer bills are due and payable thirty (30) days after being sent out. Penalties for delinquent bills shall be added as provided in subsection 7-7-1C of this title. (Ord. 2014-18, 5-13-2014)~~

~~B. Payment Of Bills; Liability For Service: The rates or charges for service shall be payable bimonthly. The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the city only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the city.~~

~~C. Delinquencies:~~

~~1. Discontinuance Of Service: If the charges for such services are not paid within thirty (30) days after the rendition of the bill for such services, such services shall be discontinued without further notice and shall not be reinstated until all claims are settled.~~

~~2. Lien; Notice Of Delinquency:~~

~~a. Whenever a bill for sewer service remains unpaid for one hundred eighty (180) days after it has been rendered, the city treasurer shall file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the city claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.~~

- b. If the user, whose bill is unpaid, is not the owner of the premises, and city treasurer has notice of this, notice shall be mailed to the owner of the premises if his address be known to the treasurer, whenever such bill remains unpaid for a period of ninety (90) days after it has been rendered.
- c. The failure of the city treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the foregoing section.
3. Foreclosure Of Lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the same and proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the city. The city attorney is hereby authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for one hundred eighty (180) days. (Ord. 1992-6, 4-23-1992)

7-6-6-6: DISPOSITION OF REVENUES:

A. Duties Of Finance Director:

1. Monies To: All money due the Sewer Department from all purposes and sources, shall be paid managed by to the Finance Director.
2. Custodian Of Funds: The Finance Director shall be custodian of the funds derived from income received from the sewer system, and shall be bonded for the faithful discharge of his duties. The Finance Director shall maintain separate accounts as is necessary or required by law.

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B. Sewer Fund: All revenue derived from the sewer rates as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said revenues money shall be known as the Sewer Fund and shall be used for the maintenance, extension, improvement and operation of said sewer system, the retirement of sewerwater works bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

A. All revenues and monies derived from the operation of the sewerage system shall be deposited in the sewerage account of the sewerage fund. All such revenues and monies shall be held by the city treasurer separate and apart from his private funds and separate and apart from all other funds of the city and all of said sums, without any deductions whatever, shall be delivered to the treasurer not more than ten (10) days after receipt of the same or at such more frequent intervals as may from time to time be directed by the mayor and city council.

B. The city treasurer shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the sewer maintenance fund of the city. Said treasurer shall administer such fund in every respect in the manner provided by statute of the revised cities and villages act effective January, 1942⁴. (Ord. 1992-6, 4-23-1992)

7-6-6-7: BOOKS AND RECORDS; AUDITS:

A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the sewer system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) Loan Program.

A. Accounts: The city treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals the treasurer shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

B. Annual Audit: In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewer maintenance fund, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of nonmetered users.
6. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

C. Access To Records: The IEPA or USEPA or their authorized representative shall have access to any books, documents, papers and records of the city which are applicable to the city system of

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~~user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of: special and general conditions to any state grant, federal regulations and conditions of the federal grant and loan agreement and rules of any state loan. (Ord. 1992-6, 4-23-1992)~~

7-6-6-8: EFFECTIVE DATE OF RATES:

The rates and service charges established for user charges in sections [7-6-6-1](#) through [7-6-6-4](#) of this chapter shall be effective as set forth by the ordinance or resolution establishing such rates and service charges. (Ord. 1992-6, 4-23-1992; amd. Ord. 1998-17, 5-14-1998, eff. 7-1-1998)

7-6-6-9: APPEALS:

~~Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies. The method for computation of rates and service charges established for user charges in this section 7-6-6 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by a court of law after notification of a formal written appeal outlining the discrepancies. (Ord. 1992-6, 4-23-1992)~~

7-6-7: PROTECTION FROM DAMAGE:

No unauthorized person shall maliciously, wilfully or negligently break, damage, destroy or tamper with any structure, appurtenance or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1992-6, 4-23-1992)

7-6-8: POWERS AND AUTHORITY OF INSPECTORS:

A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Powers And Authority Of Inspectors:

1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.

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2. While performing the necessary work on private properties referred to above the Director of Public Works or duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.

3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewer system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

~~A. The city and other duly authorized employees of the city, the Illinois environmental protection agency and the U.S. environmental protection agency, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The city or their representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.~~

~~B. While performing the necessary work on private properties referred to in subsection A of this section, the city or duly authorized employees of the city, the Illinois environmental protection agency and the U.S. environmental protection agency shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain conditions as required in subsection 7-6-5-6B of this chapter.~~

~~C. The city and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1992-6, 4-23-1992)~~

7-6-9: SEWAGE AND WASTEWATER DRAINAGE INTO STORM SEWERS

PROHIBITED:  

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

B. Additional Provisions: This section is intended to and shall be in addition to all other ordinances, state statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.
(Ord. 1994-4, 3-10-1994)

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

[Footnote 1](#): See [Title 2, Chapter 1](#) of this Code.

[Footnote 2](#): 225 ILCS 225/1 et seq.

[Footnote 3](#): See also Section [7-6-4-1](#) of this Chapter.

[Footnote 4](#): 65 ILCS.