



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, September 21, 2021

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: August 17, 2021

New Business:

1. PW 2021-53 Solid Waste RFP Contract
2. PW 2021-54 Pavement Management Plan Update
3. PW 2021-55 Water Conservation Ordinance Update
4. PW 2021-56 Water Audit and Non-Revenue Water Reduction Initiatives

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, September 21, 2021
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. August 17, 2021

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

NEW BUSINESS:

1. PW 2021-53 Solid Waste RFP Contract

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

2. PW 2021-54 Pavement Management Plan Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2021-55 Water Conservation Ordinance Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2021-56 Water Audit and Non-Revenue Water Reduction Initiatives

☐ 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"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 – August 17, 2021

Meeting and Date: Public Works Committee – September 21, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, August 17, 2021, 6:00pm
Yorkville City Hall, Council Chambers
800 Game Farm Road**

In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, the United City of Yorkville is encouraging social distancing during the pandemic by allowing remote attendance for this meeting.

IN ATTENDANCE:

Committee Members

Chairman Matt Marek, in-person

Alderman Joe Plocher, in-person

Alderman Ken Koch, in-person

Alderman Jason Peterson, remote

Other City Officials

City Administrator Bart Olson, in-person

Assistant City Administrator Erin Willrett-electronic attendance

Engineer Brad Sanderson, EEI, in-person

Public Works Director Eric Dhuse, in-person

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Matt Marek who read the Gubernatorial proclamation allowing remote attendance at the meeting.

Citizen Comments: None

Previous Meeting Minutes: July 21, 2021

The minutes were approved as presented.

New Business:

1. PW 2021-52 Water Conservation Ordinance

Mr. Sanderson and Mr. Dhuse have participated in many Lake Michigan source water meetings.

Discussions have been held on the conservation measures that must be in place to connect to that water source and Mr. Olson drafted a memo listing the various measures. Staff is seeking direction whether or not to adopt the additional water conservation ordinances.

Mr. Sanderson said the IDNR governs the water allocation from the lake and the required conservation measures are included in the allocation request. The Committee compared the measures to the current ordinances in place and any changes needed. Many of the measures pertain to the building code and conservation practices that need to be adopted. These measures are required prior to the allocation request regardless of the eventual water source. Mr. Dhuse added that many of the requirements are already in place.

Alderman Koch said some of the requirements address plumbing changes and he inquired if it pertains to new homes only or all homes. It will only affect new homes and remodeling projects. Alderman Plocher added that the proper fixtures are already being sold at stores such as Home Depot. Mr. Dhuse also cited other examples of conservation methods the city already utilizes and he noted the waterpark already recycles much of their water.

The code revisions will also be placed on the PZC and EDC committee agendas for review and then brought back to Public Works.

Old Business: None

Additional Business:

Mr. Dhuse said there is no definite date for the equipment for the Kennedy Road signals, but base parts are due to be delivered soon and it is hoped the concrete can be poured next week.

Mr. Koch noted that painting had begun on Greenbriar Rd. today.

There was no further business and the meeting was adjourned at 6:10pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker, in-person



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

Agenda Item Number

New Business #1

Tracking Number

PW 2021-53

Agenda Item Summary Memo

Title: Solid Waste RFP Contract

Meeting and Date: Public Works Committee – September 21, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration

Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 21, 2021
Subject: Solid Waste Collection Services RFP

Summary

Review of the proposed solid waste collection RFP.

Background

The City's current solid waste agreement is set to expire in April, 2022. Staff has drafted the attached proposal and included one additional service, which is an opt-in household hazardous waste pick-up.

The proposed RFP

The refuse, recycling, and yard-waste services within the RFP would include the same services the City residents are currently receiving. The on-demand curbside electronic pick-up is included as a mandatory service and an opt-in composting program as well as the opt-in household hazardous waste program has also been included into the proposal language. Staff also included language to have the contractor provide additional dumpsters at the 651 Prairie Point Building while City Hall renovation is underway and new service to the building once it is open to the public. Below is a summary of the new household hazardous waste program that is proposed to be added to the RFP, it mirrors the process to the opt-in composting program.

Definition Added:

Household Hazardous Waste shall mean, leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when you dispose of them.

HOUSEHOLD HAZARDOUS WASTE COLLECTION

The CONTRACTOR shall allow for the collection of Household Hazardous Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Hazardous Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

The City's household hazardous waste program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.

The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential household hazardous waste program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

Recommendation

Staff recommends proceeding with the attached RFP. The request includes the refuse, recycling, and yard-waste services in the proposal at the same level as the last contract. Staff recommends adding an opt-in voluntary household hazardous waste program. If the committee agrees with the RFP document as provided, staff recommends approval of the RFP at the City Council meeting on September 28, 2021.

REQUEST FOR PROPOSAL

Project Name: Yorkville Solid Waste Collection Services
Proposal Due: November 1, 2021 @ 10:00am
Proposal Opening: November 1, 2021 @ 10:01am

Required of All Proposers:

Deposit: \$5,000.00 deposit
Letter of Capability of Acquiring
Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Required

Legal Advertisement published: October 1, 2021
Date Issued: October 1, 2021
This document consists of 46 pages.

Proposals may be submitted marked with the Project Name as noted above via e-mail to Bart Olson, City Administrator, at bolson@yorkville.il.us or mailed in a sealed envelope to the following address:

United City of Yorkville
Attn: Bart Olson – City Administrator
800 Game Farm Road
Yorkville, Illinois 60560

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to Monday, November 1, 2021 at 10:00am.
- 1.2 Proposals will be opened in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Monday, November 1, 2021 at 10:01am.
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 To be considered, please submit your proposal no later than 10:00 am. on Monday, November 1, 2021. Proposals may be submitted via e-mail to Bart Olson, City Administrator, at bolson@yorkville.il.us or mailed in a sealed envelope to the following address:
United City of Yorkville
Attn: Bart Olson – City Administrator
800 Game Farm Road
Yorkville, Illinois 60560
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the “City” shall mean the United City of Yorkville.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications can be submitted to the email listed (bolson@yorkville.il.us) by Monday, October 25, 2021 at 10:00am. All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer’s of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance of \$5,000.00 deposit. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. When the contract is awarded, the security performance deposit will be returned. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

5. TAX EXEMPTION

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

6. RESERVED RIGHTS

- 6.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

7. MUNICIPAL ORDINANCES

- 7.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

8. USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

9. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 9.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and hold harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

10. NONDISCRIMINATION

- 10.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 10.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

11. SEXUAL HARASSMENT POLICY

- 11.1 The proposer, as a party to a public contract, shall have a written sexual harassment

policy that:

- 11.1.1 Notes the illegality of sexual harassment;
- 11.1.2 Sets forth the State law definition of sexual harassment;
- 11.1.3 Describes sexual harassment utilizing examples;
- 11.1.4 Describes the Proposer's internal complaint process including penalties;
- 11.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 11.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

12. EQUAL EMPLOYMENT OPPORTUNITY

12.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 12.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 12.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 12.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 12.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 12.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

13. DRUG FREE WORK PLACE

- 13.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 13.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 13.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 13.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 13.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual

notice of such conviction.

- 13.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 13.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 13.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

15 INSURANCE REQUIREMENTS –

- 15.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>

Commercial Automobile
Liability

\$1,000,000 Each Accident

Umbrella Liability

\$ 5,000,000

- 15.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 15.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 15.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 15.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 15.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 15.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 15.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in

such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

16. COPYRIGHT/PATENT INFRINGEMENT

- 16.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

17. COMPLIANCE WITH OSHA STANDARDS

- 17.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

18. CERCLA INDEMNIFICATION

- 18.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

19. SUBLETTING OF CONTRACT

- 19.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

20. [Section purposefully left blank]

21. TERMINATION OF CONTRACT

- 21.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

22. BILLING & PAYMENT PROCEDURES

- 22.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 22.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 22.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

23. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY

- 23.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

24. STANDARD OF CARE

- 24.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 24.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

25. GOVERNING LAW

- 25.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

26. SUCCESSORS AND ASSIGNS

- 26.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

27. WAIVER OF CONTRACT BREACH

- 27.1 The waiver by one party of any breach of this Agreement or the failure of one party to

enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

28. AMENDMENT

28.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

29. CHANGE ORDERS

29.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

30. SEVERABILITY OF INVALID PROVISIONS

30.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

31. NOTICE

31.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

32. DEFINITIONS

32.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and

actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a "disposal unit" shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard-waste" as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length

and is manageable by one (1) person. For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

Household Hazardous Waste shall mean, leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when you dispose of them.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism

for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

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33. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

- 33.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.
- 33.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.
- 33.3 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.
- 33.5 Yard-waste collection shall begin each year on the 1st collection day in April and through the first full pickup week in December.

34. SCOPE OF WORK

34.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

34.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

35. COLLECTION UNITS

35.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

36. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

36.1 Totes or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

36.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

36.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

36.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.

36.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.

36.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner

that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.

37. ACCEPTABLE/UNACCEPTABLE MATERIAL

- 37.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 37.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.

38. EXAMINATION OF SERVICE AREA

- 38.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.

39. ALTERNATIVES AND DEVIATIONS

- 39.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 39.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 39.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.
- 39.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 39.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

40 CHRISTMAS TREE COLLECTION

- 40.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

41. YARD-WASTE/BUNDLED BRUSH COLLECTION

41.1 Yard-waste collection programs

As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the first full pickup week in December.

42. RECYCLABLE MATERIAL PROGRAM

- 42.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

- 42.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 42.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.

- 42.4 The Contractor shall have representatives available to participate in community-

sponsored events promoting environmental awareness.

- 42.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 42.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 42.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 42.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 42.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 42.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 42.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

43. ELECTRONIC WASTE MANAGEMENT

- 43.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

44. CURBSIDE COMPOSTING PROGRAM

- 44.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 44.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 44.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 44.4 Yard waste may also be co-mingled in with the organic compost material.
- 44.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

45. HOUSEHOLD HAZARDOUS WASTE COLLECTION

- 45.1 The CONTRACTOR shall allow for the collection of Household Hazardous Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Hazardous Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.
- 45.2 The City's household hazardous waste program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all material placed

for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.

- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 45.4 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential household hazardous waste program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47. COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

48. STICKER DESIGN AND DISTRIBUTION

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and

telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.

- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

49. [Section purposefully omitted]

50. BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the respective municipality. The City shall provide the contractor with the number of occupied UNITS within the municipality on a monthly basis.

51. MONTHLY REPORTING

- 51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:

- 51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

- 51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

- 51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

- 51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

- 51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set

out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

51.7 Household Hazardous Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

52. CONSUMER EDUCATION

52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling, e-recycling, organics, household hazardous waste and yard-waste collection programs. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

53. TITLE TO WASTES

53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yards as requested by the City) for refuse and recycling collection during ALL City managed special events. The Contractor agrees to provide free portable toilets and handwashing sinks during ALL City managed special events. The Contractor agrees to provide free

dumpsters (sizes 1 yard through 30 yards as requested by the City) for refuse for street sweeping materials throughout the year, as requested by the City. The Contractor agrees to provide 20, 20-yard dumpsters at 651 Prairie Pointe Lane over a several week period in late Summer or early fall 2022. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.
- 56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.
- 56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

57. HOLIDAYS

- 57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only. If the holiday falls on a Sunday, service will not be interrupted, and collection will run on a normal schedule

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

- 58.1 If, at any time during the term of this contract, the Contractor shall collect any section of

the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three-week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

60. REPLACEMENT DAMAGE

60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

- 62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

63. ACCIDENT PREVENTION

- 63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the

Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

- 69.1 The Contractor shall provide at least five (5) references of “like” public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which

municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

- 70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

- 71.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on May 1, 2022 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2027. Upon request, the City may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on April 30, 2028. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

72. STICKER REFUND

- 72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

73. PERFORMANCE BOND

- 73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

74. EMERGENCIES

- 74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

- 75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

76. TAXES, LICENSES & PERMITS

- 76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

- 77.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

78. STRIKES/FORCE MAJEURE

- 78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.
- 78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar

contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

_____ Company Name	_____ Date:
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	_____ Signature of Officer, Partner or Sole Proprietor
_____ ATTEST: If a Corporation	_____ Print Name & Title
_____ Signature of Corporation Secretary	

CITY OF YORKVILLE

_____ Authorized Signature	ATTEST:
_____ Title	_____ Signature of City Clerk
_____ Date	_____ Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

FAX: _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: _____

DATE: _____

PROPOSER'S CERTIFICATION *(page 1 of 3)*

With regard to _____, proposer _____ hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent

		-						
--	--	---	--	--	--	--	--	--

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION *(page 3 of 3)*

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of
_____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations

HOUSEHOLD HAZARDOUS WASTE

Name of Facility	Facility Address	Disposal Limitations

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: _____

Business Address: Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____

Drivers: _____

Office Personnel: _____

Signature: _____ Date: _____

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

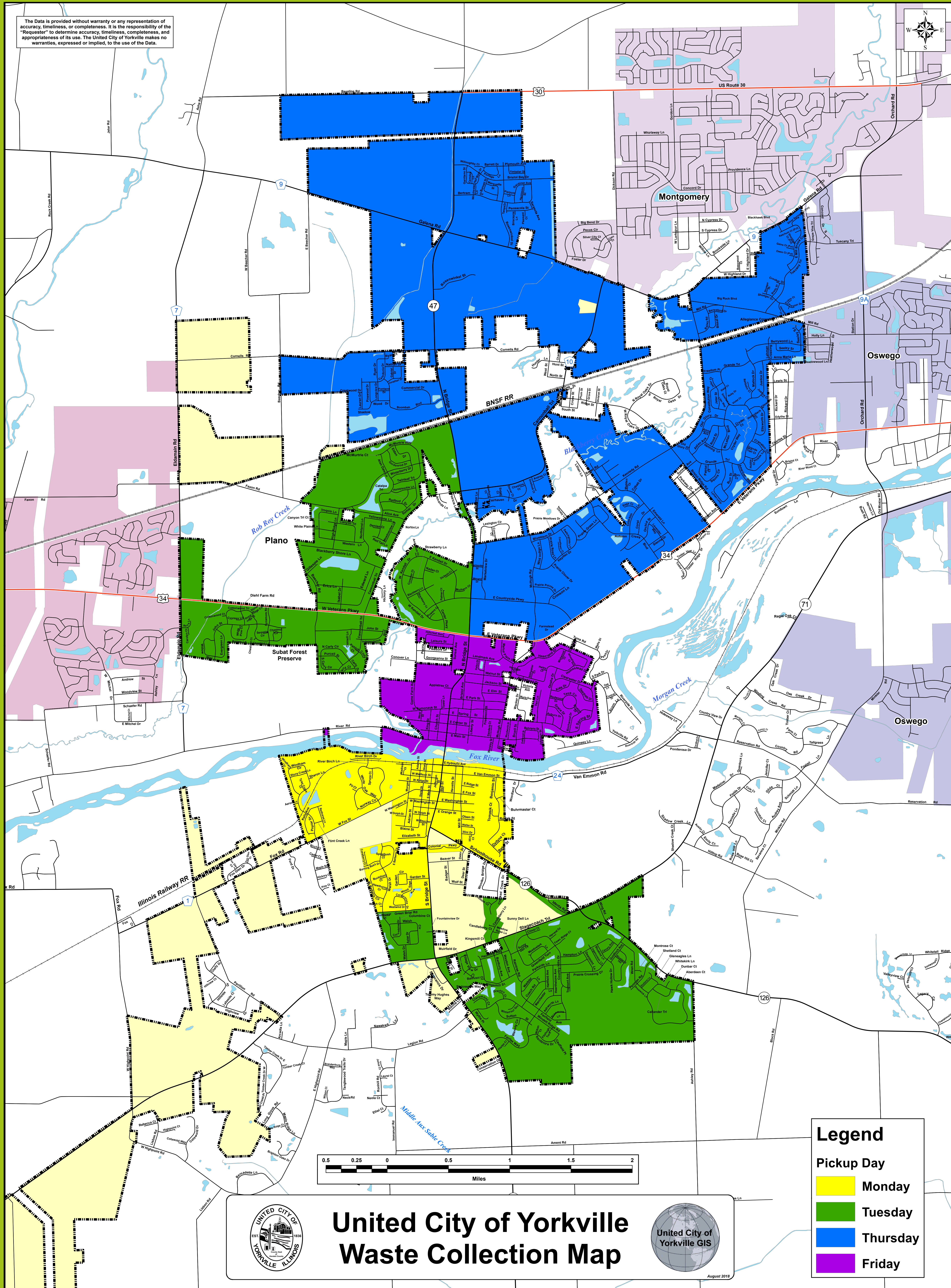
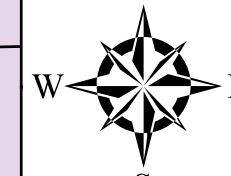
EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road Future 651 Prairie Point (approximately 10/22)	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
<u>Yak Shack</u> <u>102 E. Van Emmon</u>	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
<u>Ice Cream Shop</u> <u>301 E. Hydraulic</u>	Refuse Recycling	1 – 2 yd 2 – 96 gallon toters	1x/wk 1x/wk
<u>Bridge Park</u> <u>3651 Kennedy Road</u>	Refuse Recycling	1 – 2yd 10 – 96 gallon toters	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the lift of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The United City of Yorkville makes no warranties, expressed or implied, to the use of the Data.



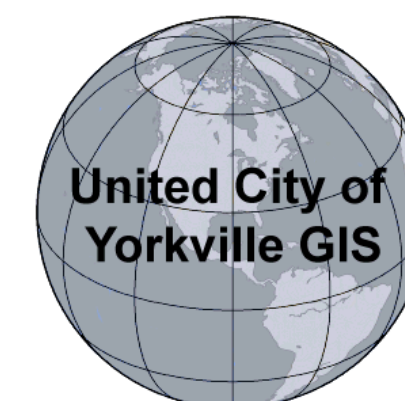
Legend

Pickup Day

- Monday
- Tuesday
- Thursday
- Friday



United City of Yorkville Waste Collection Map



August 2018

	May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
<u>Plan Description</u>					
Yorkville	33 gal. tote:	33 gal. tote:	33 gal. tote:	33 gal. tote:	33 gal. tote:
	65 gal. tote:	65 gal. tote:	65 gal. tote:	65 gal. tote:	65 gal. tote:
	96 gal. tote:	96 gal. tote:	96 gal. tote:	96 gal. tote:	96 gal. tote:

RFP Issued/Legal Notice Published	October 1, 2021
Questions Due	October 25, 2021
Proposals Due	10 a.m. November 1, 2021
Contract Approval	December 14, 2021
Contract Begins	May 1, 2022

REQUEST FOR PROPOSAL

Project Name: Yorkville Solid Waste Collection Services
Proposal Due: Monday, November 1, 2021 @ 10:00 am
Proposal Opening: Monday, November 1, 2021 @ 10:01 am

Required of All Proposers:

Deposit: One (1) \$5,000.00 deposits
Letter of Capability of Acquiring
Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: One (1) \$500,000.00
Certificate of Insurance: Required

Legal notice published: October 1, 2021
Date Issued: October 1, 2021

This document consists of 46 pages.

Proposals may be submitted marked with the Project Name as noted above via e-mail to Bart Olson, City Administrator, at bolson@yorkville.il.us or mailed in a sealed envelope to the following address:
United City of Yorkville
Attn: Bart Olson – City Administrator
800 Game Farm Road
Yorkville, Illinois 60560

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The City Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

By: Erin Willrett
Assistant City Administrator



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

Agenda Item Number

New Business #2

Tracking Number

PW 2021-54

Agenda Item Summary Memo

Title: Pavement Management Program Update

Meeting and Date: Public Works Committee – September 21, 2021

Synopsis: Consideration of 4-Year Plan

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval of 4-Year Plan

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: September 14, 2021
Subject: Pavement Management Update / Roads to Better Roads Program

Background

In the recent past, the City has selected streets for its upcoming RTBR program in the September timeframe. The timing allows us to move forward with the design in the fall and to receive IDOT approvals in early winter. We are then able to take advantage of bidding in February/March, which has historically been a prime bidding environment.

Discussion

A brief presentation has been prepared to provide an overview of the Pavement Management Plan. The presentation also provides recommendations and presents the new 4-year plan.

A preliminary budget of \$1,500,000 per year has been recommended by staff and will be re-evaluated on an annual basis.

It should be noted that the following projects are not included within the program and will be addressed separately:

Baseline Road	\$450,000 to \$650,000
Cannonball Trail Curve Reconstruction	\$250,000 (Possible 2022 or 2023 Construction)

Action Requested:

1. General concurrence from City Council on the proposed 2022 RTBR program.
2. General concurrence from the City Council on the proposed 4-year RTBR program.
Note that this will be reevaluated in September 2022.



PAVEMENT MANAGEMENT PROGRAM UPDATE

United City of Yorkville / September 21, 2021





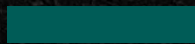
Agenda

1. Recap 2018 Pavement Management Report
2. Paving History Review
3. Recommendations and Draft 4-Year Plan
4. Questions





RECAP 2018 PAVEMENT MANAGEMENT REPORT



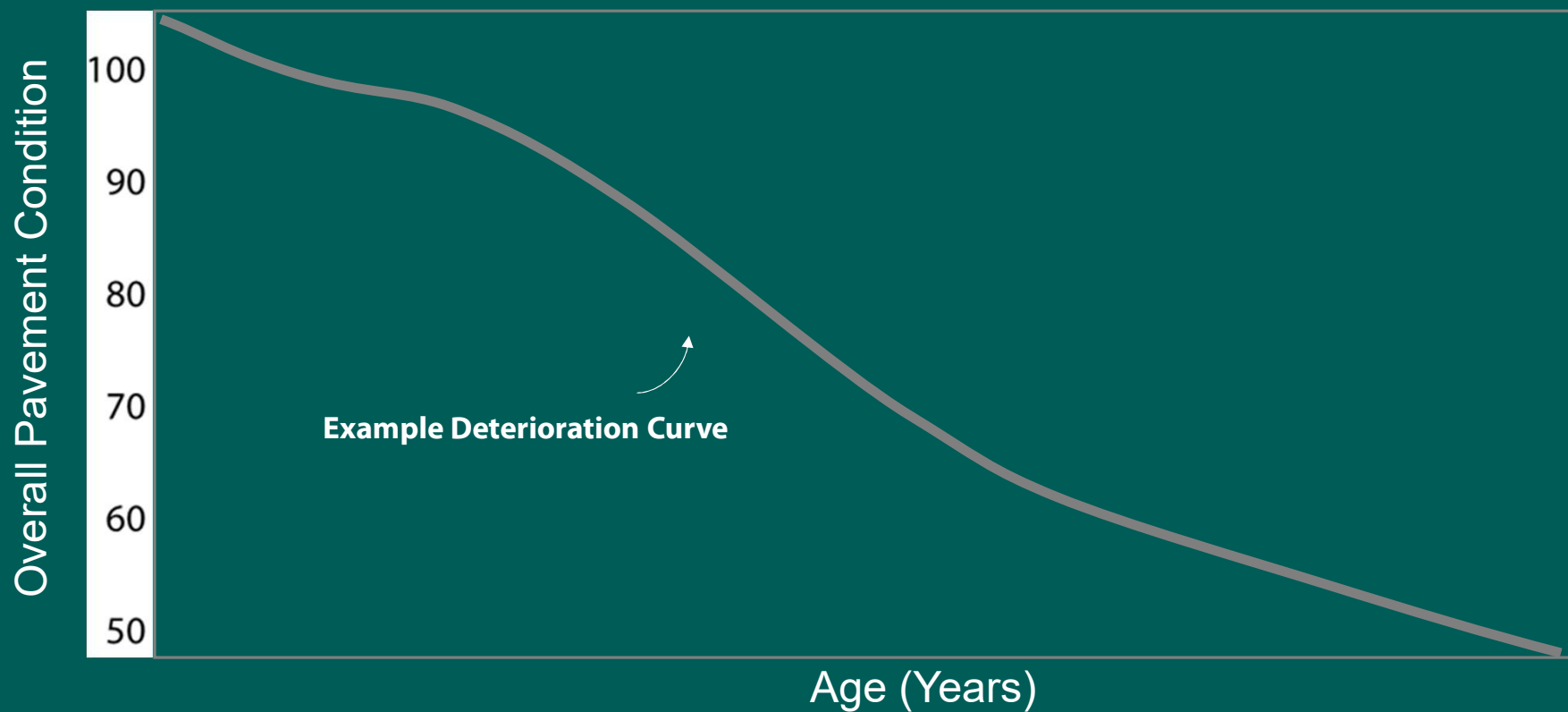
Pavement Management Project Goals

- Assign a Rating to Each Roadway and Inventory Each Street in the City
- Develop Maintenance Strategies and Costs
- Review Budget Needs and Impacts
- Apply Budget and Develop 5-Year Plan

What is a Pavement Management Program?

- It is a decision-making process that helps municipalities make cost-effective decisions concerning the maintenance and rehabilitation of their jurisdiction's pavements

What is a Pavement Management Program?



Roadway Inspections

Road Surface Tester



Surface Distress Index (SDI)

Roughness Index (RI)

Subsurface Tester



Structural Index (SI)

Overall Pavement Condition Index (PCI)

Quality Rank

Excellent	100
V. Good	90
Good	80
Fair	70
Poor	55
V. Poor	45
	0

Roadway Inspections

Excellent	100
V. Good	90
Good	80
Fair	70
Poor	55
V. Poor	45
	0



McHugh Road - Excellent



Cannonball Trail - Very Good



Heartland Drive - Good



Fairhaven Drive - Fair



Alice Avenue - Poor

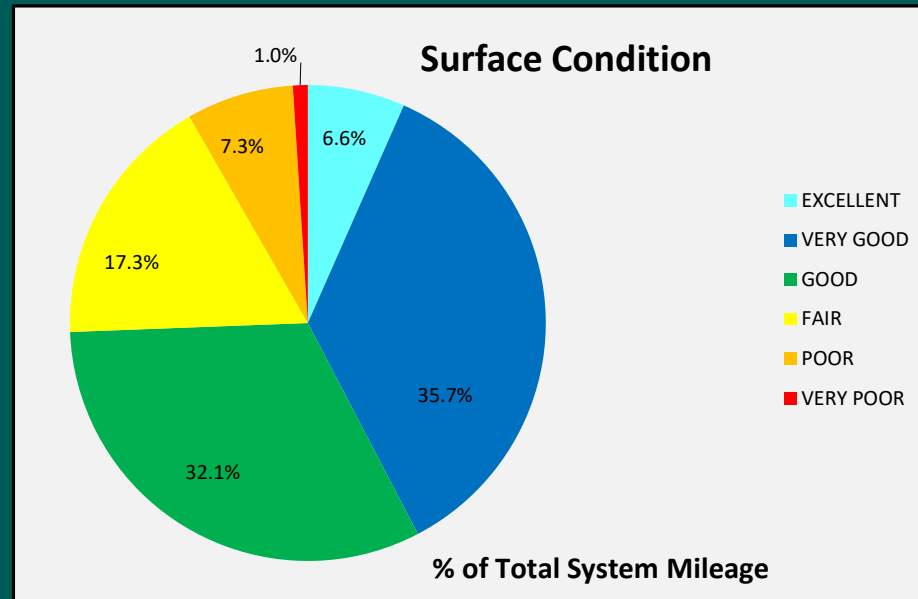


Baseline Road - Very Poor



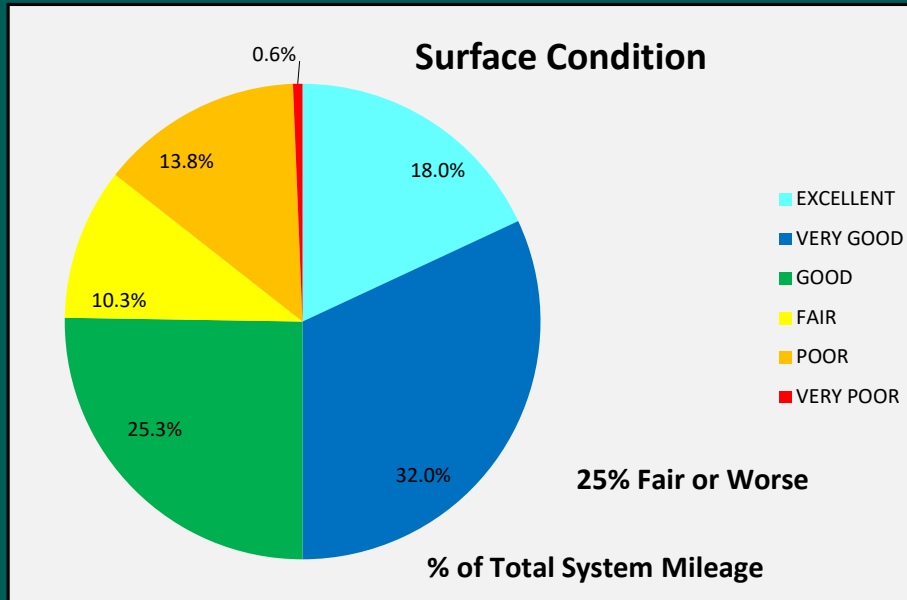
Roadway Inspections

- 113.5 Miles of Roadway in the City were Tested
- 7.5 Miles of Roadway are Binder Only (Not-Accepted)
- Overall Surface Rating of 76
- 74% of Roadways “Good or Better”, 26% “Fair or Worse”

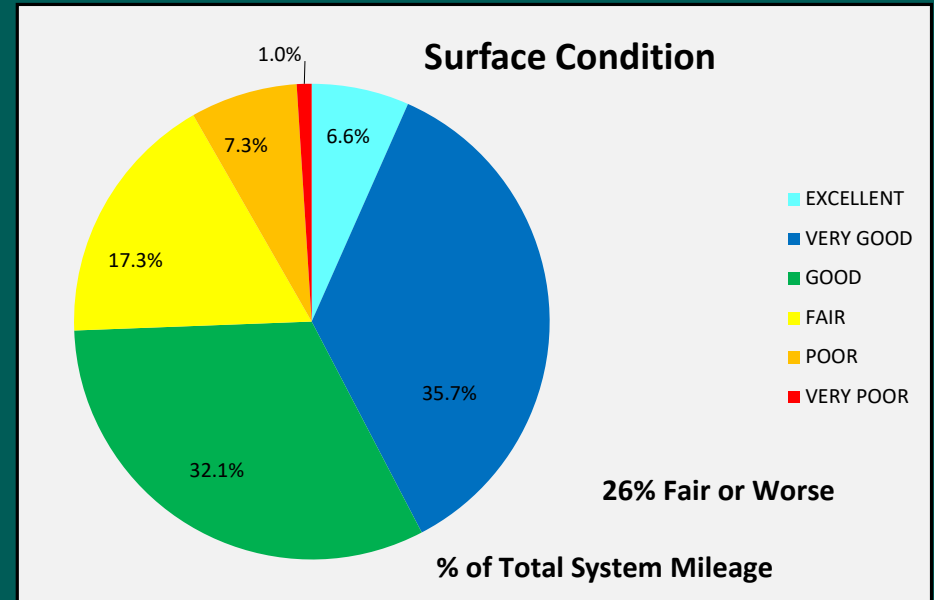


2013 & 2018 COMPARISON

2013



2018



Report Recommendations

- 2018 Pavement Management Report recommended spending \$2.1M per year to maintain the City's streets
 - This would result in resurfacing your streets approximately every 20 years
 - Spending \$1.0M per year would result in the City streets being resurfaced approximately every 40 years



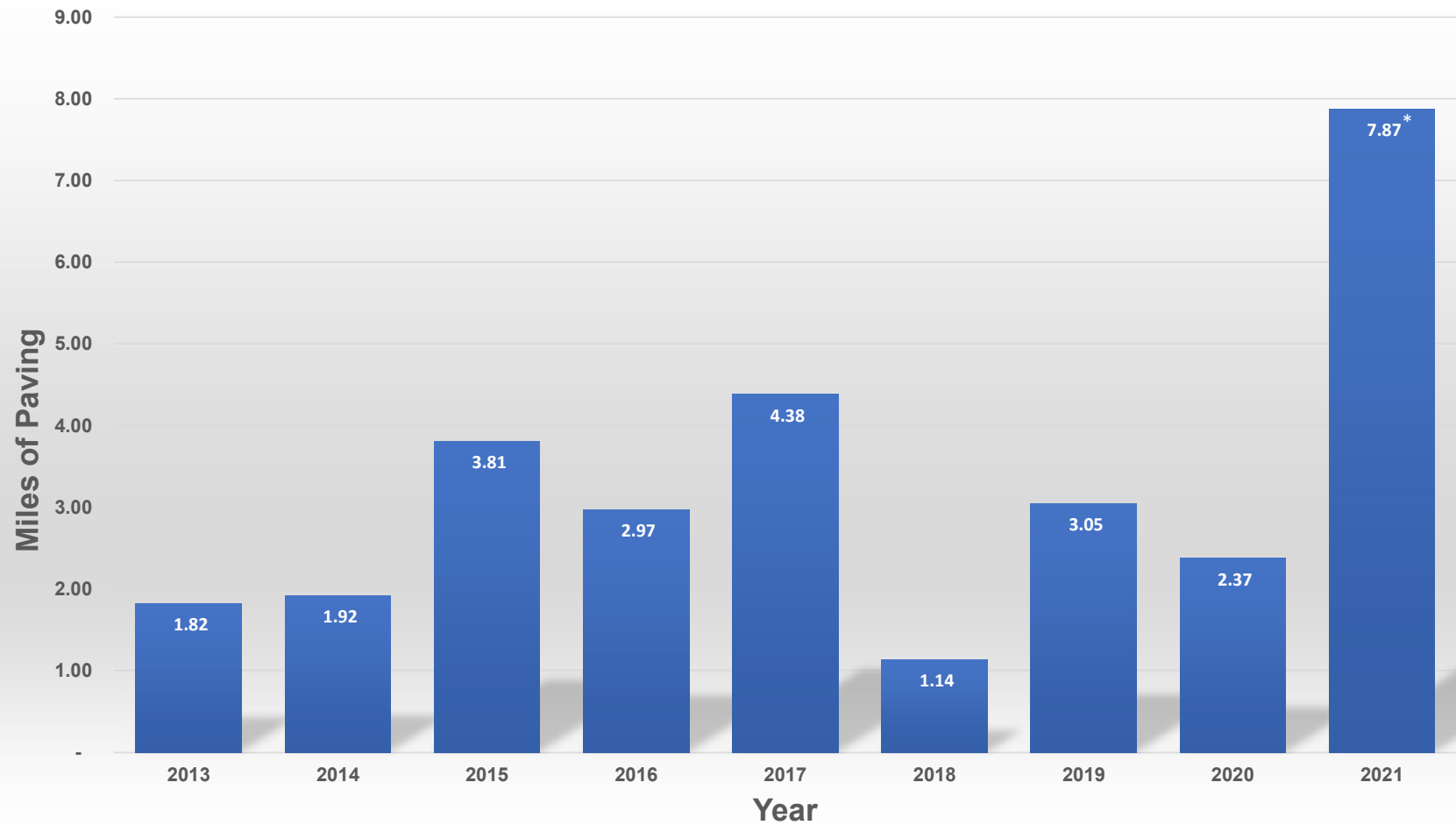
PAVING HISTORY AND IMPROVEMENTS REVIEW



ROADWAY IMPROVEMENTS RECAP (2013-2021)

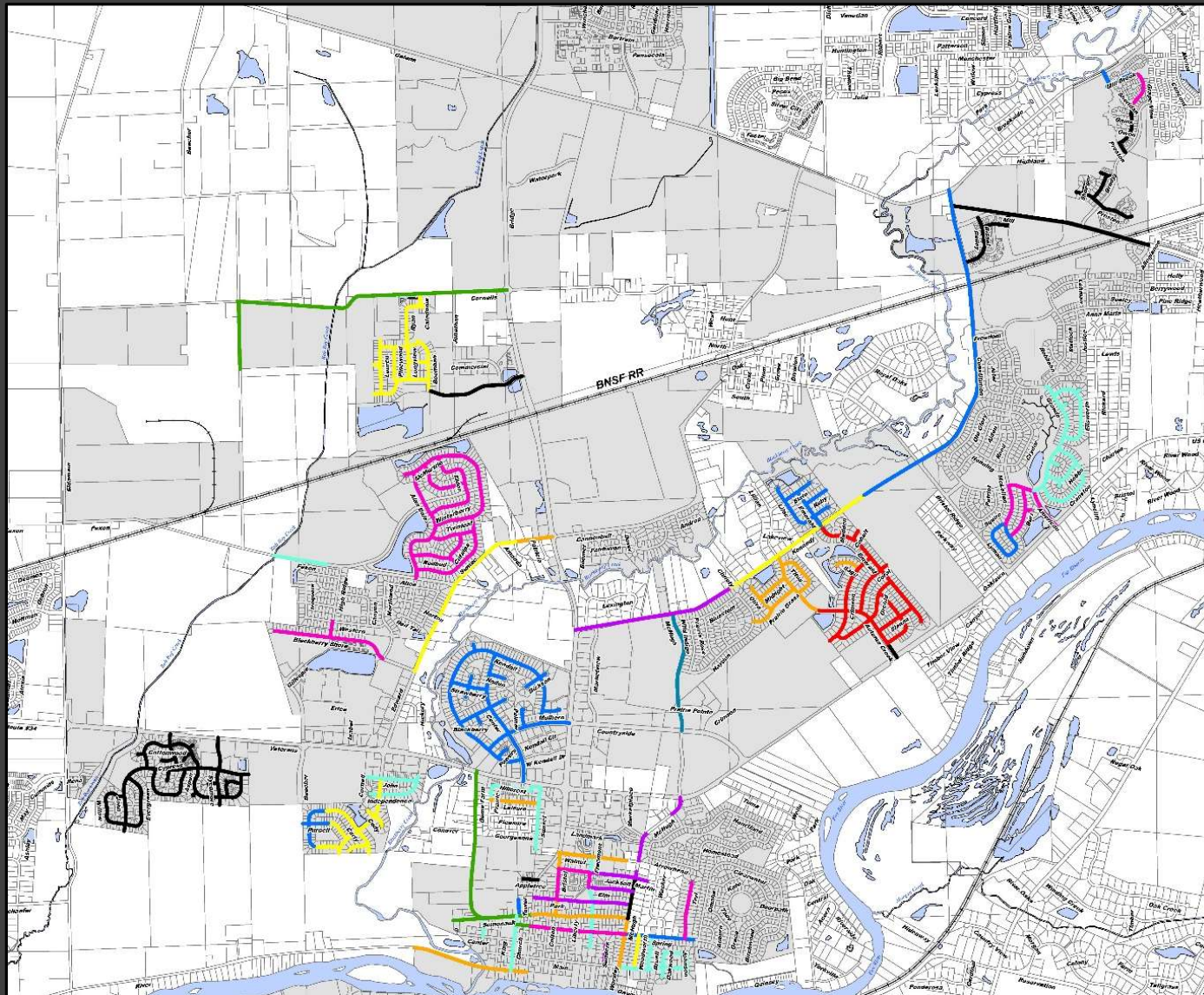
- Total of 61.1 Miles of resurfacing or 6.8 Miles/Year
 - 25.5 Miles from Developers for completion of Subdivision Streets
 - 20.3 Miles from RTBR
 - 3.4 Miles from Bonds (Countryside)
 - 2.8 Miles from Federal Grants
 - 9.0 Miles from Other Sources (ComEd, Kendall County, Rebuild)

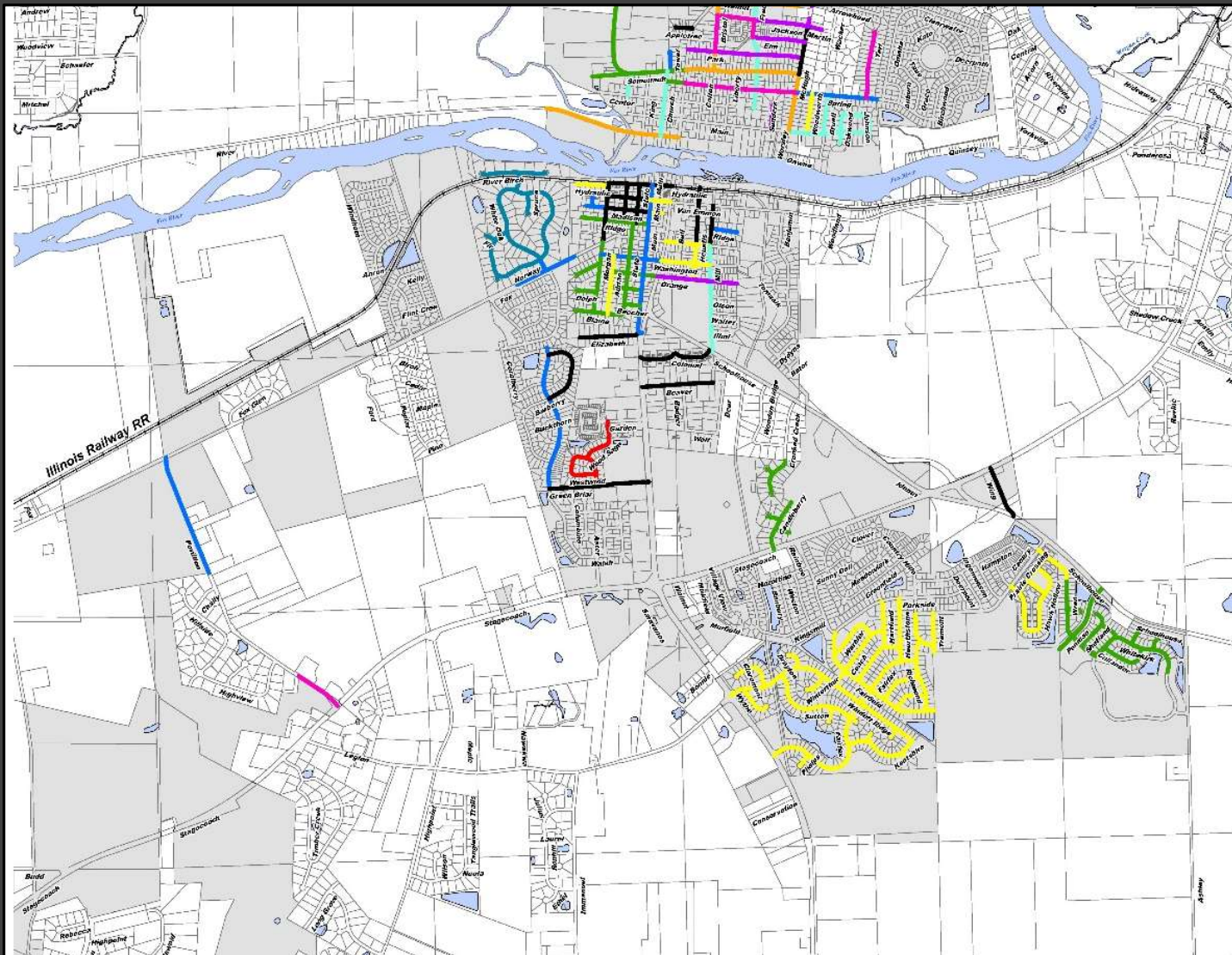
United City of Yorkville Road To Better Roads Paving History



*Includes REBUILD Illinois Roadways







RECOMMENDATIONS AND DRAFT 4-YEAR PLAN

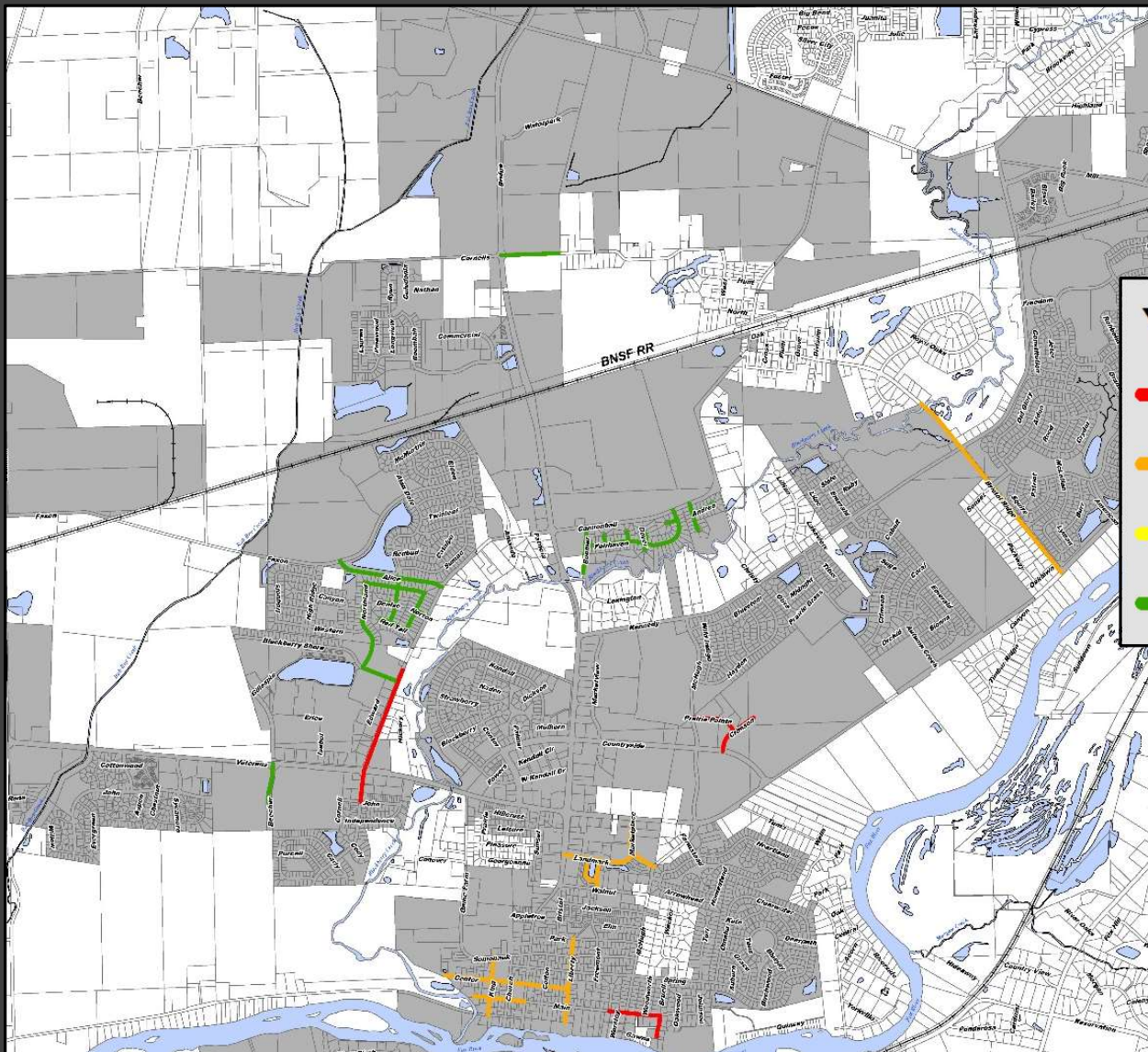


Pavement Management Next Steps

- Recommend new Pavement Management Study in 2025
- Industry Practice is to Inspect the Streets every 5-7 years
 - First inspection completed in 2012
 - Second inspection completed in 2018
 - Next inspection targeted for 2025
- Proposed Schedule
 - Roadway Inspection and Processing - 2025
 - Analysis and Draft Program - Winter 2025/2026
 - Council Presentation/Approval - Spring 2026

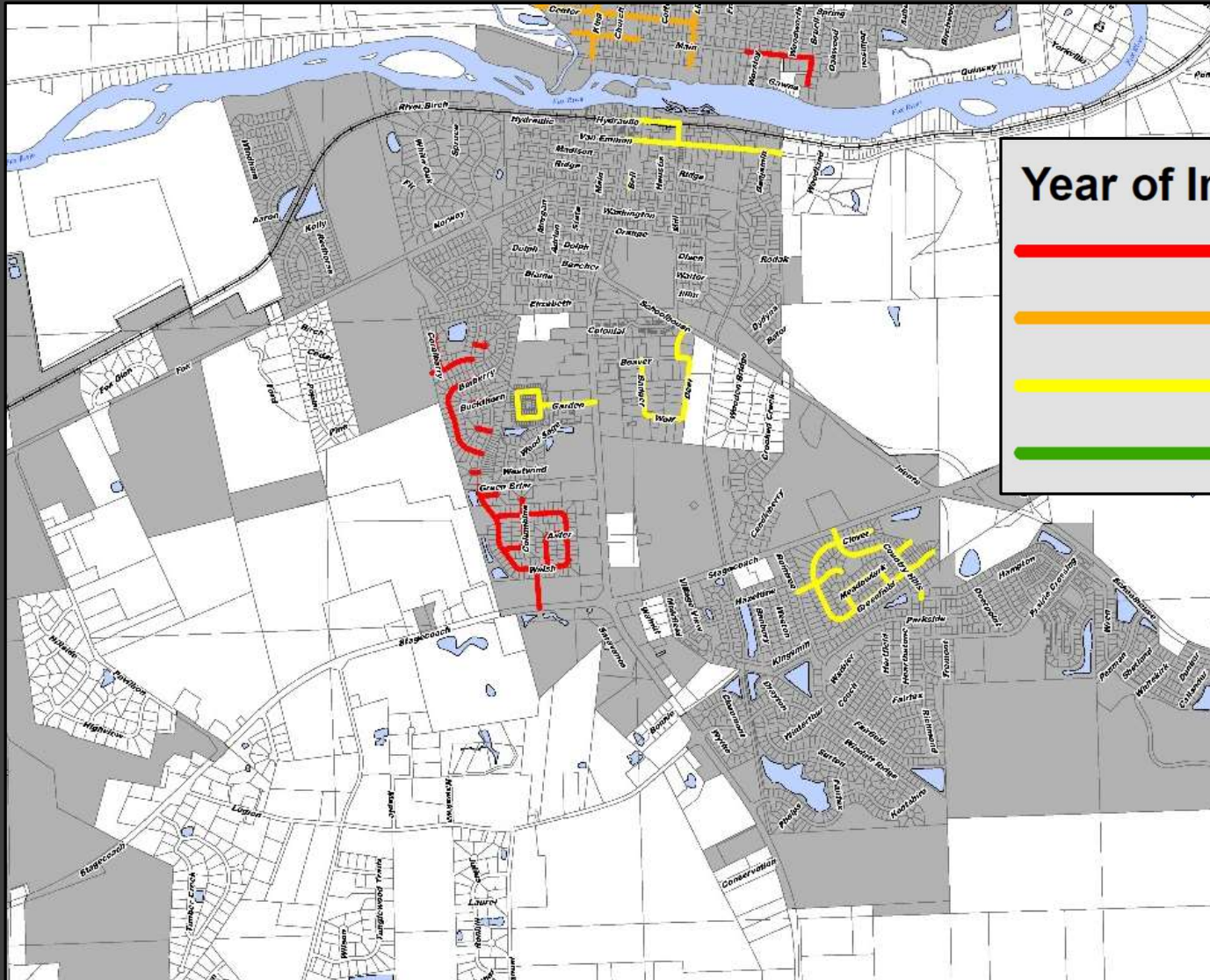
Draft 4-Year Plan

- Original 5-Year Plan approved in 2018 will be completed in 2022
- Need to adopt a new plan for 2022-2026
 - Plans are re-evaluated every September for upcoming year
- Proposed Schedule
 - Approval of 4-Year Plan – September 28, 2021
 - Engineering Agreement Approvals (2022 Streets) – October 26, 2021
 - Bidding/Letting – February 2022
 - Construction Begins – May 2022







Year of Improvement

- 2022
- 2023
- 2024
- 2025



Year of Improvement

	2022
	2023
	2024
	2025



2026 REHABILITATION OPTIONS AND BEYOND

2026 (FY27) STREET REHABILITATION OPTIONS

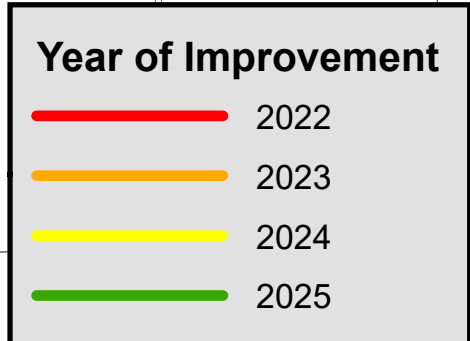
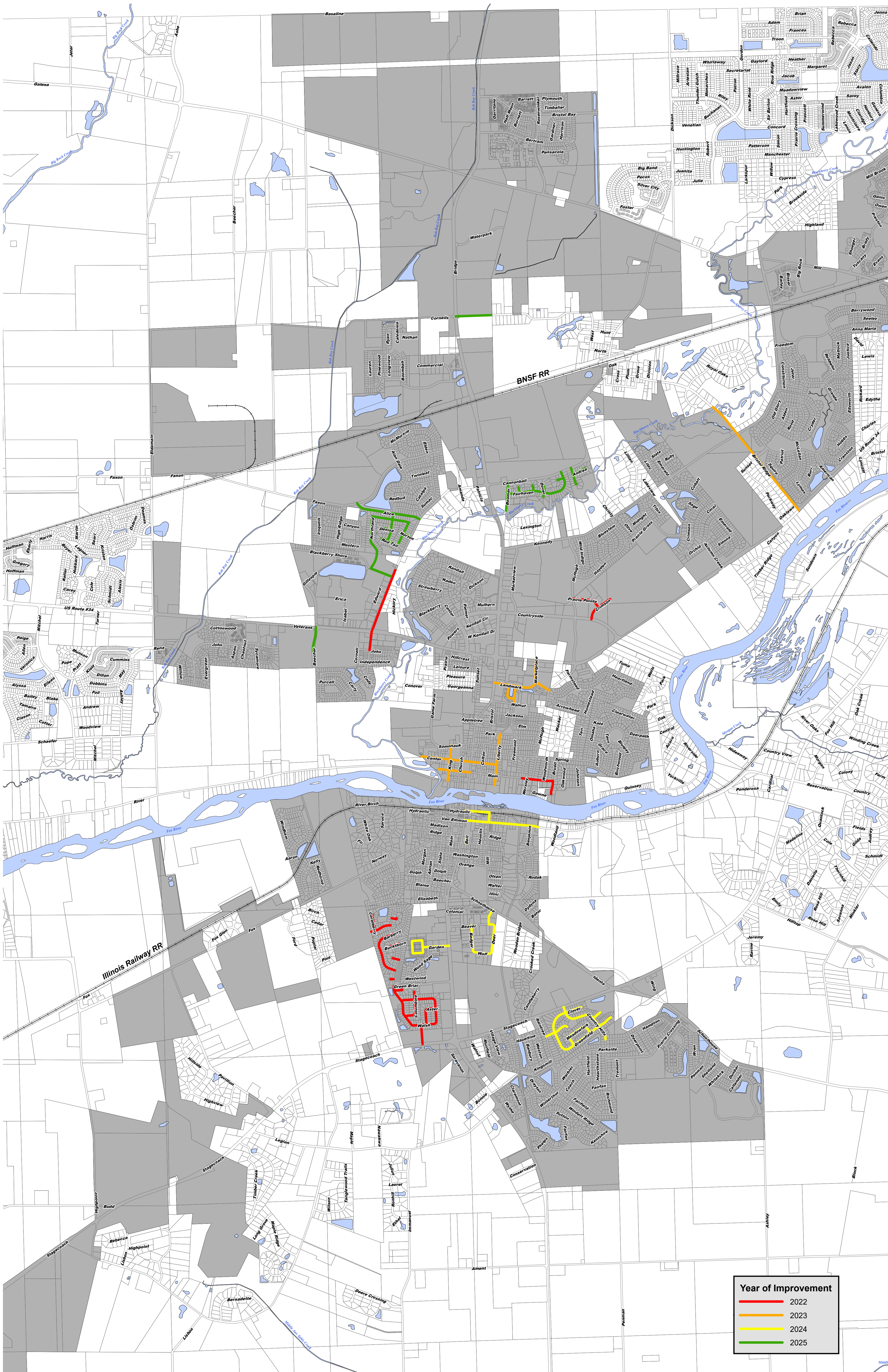
SUBDIVISION	STRATEGY	LENGTH	AREA	WEIGHTED AVERAGE DEFLECTION CONDITION	WEIGHTED AVERAGE DYNAMIC CONDITION	WEIGHTED AVERAGE SURFACE CONDITION	WEIGHTED AVERAGE RANK	TOTAL COST
AUTUMN CREEK UNITS 1, 1A, 2, 2A, & 2B	VARIABLE DEPTH MILL, OVERLAY 3"	4.21	64,628	100	89	77.3	87	\$ 1,818,485
BRISTOL BAY	VARIABLE DEPTH MILL, OVERLAY 3"	4.02	61,559	100	82.9	73.0	82.9	\$ 1,593,560
KYLYN'S	VARIABLE DEPTH MILL, OVERLAY 3"	1.64	24,736	100	89.6	75.2	85.5	\$ 696,015
HEARTLAND	VARIABLE DEPTH MILL, OVERLAY 3"	2.02	32,437	100	88.7	72.0	84.6	\$ 912,703
HEARTLAND CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	3.13	48,834	100	85.3	76.7	84.9	\$ 1,374,077
PRAIRIE MEADOWS	VARIABLE DEPTH MILL, OVERLAY 3"	1.76	26,814	100	87.4	69.5	83.8	\$ 754,485
RIVERS EDGE	VARIABLE DEPTH MILL, OVERLAY 3"	2.07	33,085	100	88.5	73.6	85.3	\$ 930,936
FOX HIGHLANDS/RAINTREE UNITS 1, 2 & 3	VARIABLE DEPTH MILL, OVERLAY 3"	4.42	72,855	100	91.5	72.4	85.4	\$ 2,049,974
TOTAL:								\$ 8,311,750

Note: All the above subdivisions are at a point on the deterioration curve where resurfacing would be recommended. There are additional subdivisions that are beyond these that are slightly behind.





**Questions or
Comments?**



RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2021

PROPOSED RTBR PROGRAM FUNDING

2022 (FY23) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ASTER DRIVE	WALSH CIRCLE	WALSH CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	919	2,716	100	72	72	79	\$ 62,468
BRUELL STREET	E MAIN STREET	WOODDALE DR	MILL 2", OVERLAY 2"	508	1,580	100	70	63	73	\$ 36,340
BUCKTHORNE COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	374	1,080	100	97	65	86	\$ 27,000
BURNING BUSH DRIVE	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	767	2,182	100	92	63	84	\$ 54,550
CANNONBALL TRAIL	US ROUTE 34	JOHN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	510	2,500	100	88	52	78	\$ 57,500
CANNONBALL TRAIL	US ROUTE 34	BLACKBERRY SHORE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,425	9,700	100	95	71	87	\$ 194,000
COLUMBINE COURT	WALSH CIRCLE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	335	970	100	88	65	83	\$ 24,250
COLUMBINE DRIVE	WALSH DRIVE	WALSH CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	896	2,640	100	95	66	86	\$ 66,000
CORAL BERRY COURT	BURNING BUSH DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	692	2,000	100	94	71	87	\$ 50,000
CRIMSON LANE	COUNTRYSIDE PARKWAY	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,056	3,755	100	90	80	88	\$ 75,100
E MAIN STREET	SANDERS COURT	BRUELL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,125	3,664	100	74	64	75	\$ 73,280
HAWTHORNE COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	312	901	100	82	68	82	\$ 22,525
PRAIRIE POINT DRIVE	MCHUGH ROAD	CRIMSON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,043	3,245	100	86	66	83	\$ 68,900
SPICE BUSH COURT	WALSH DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	266	770	100	89	78	87	\$ 19,250
SUNFLOWER COURT	WALSH DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	344	1,000	100	90	68	84	\$ 25,000
W. BARBERRY CIRCLE	WALSH DRIVE	WALSH DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,930	5,575	100	84	60	79	\$ 128,225
WALSH CIRCLE	WALSH DRIVE	WALSH DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,623	7,900	100	78	69	79	\$ 181,700
WALSH COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	292	1,480	100	70	67	76	\$ 37,000
WALSH DRIVE	IL ROUTE 71	GREEN BRIAR ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,683	9,870	100	90	69	78	\$ 227,010
WORSLEY STREET	E MAIN STREET	SOUTH END	MILL 2", OVERLAY 2"	430	620	100	85	45	71	\$ 15,500
MISCELLANEOUS CITY WIDE CRACK SEALING/STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,000
TOTAL:										\$ 1,515,598

PROPOSED COMED FUNDED PROJECTS

CORNEILS ROAD	COMED ENTRANCE	ELDAMAIN ROAD								\$ 135,000
---------------	----------------	---------------	--	--	--	--	--	--	--	------------

NOTE - PROPOSED WATER MAIN REPLACEMENT PROJECT WILL ADDRESS FROM IL ROUTE 47 TO SANDERS COURT IN 2022

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2021

PROPOSED RTBR PROGRAM FUNDING

2023 (FY24) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BRISTOL RIDGE ROAD	US ROUTE 34	KENNEDY ROAD	MILL 3", OVERLAY 3"	3,561	16,810	100	100	69	88	\$ 632,897
BRISTOL RIDGE ROAD	KENNEDY ROAD	CITY LIMITS	VARIABLE DEPTH MILL, OVERLAY 3"	1,122	3,241	100	100	60	84	\$ 66,765
DALTON AVENUE	LANDMARK AVENUE	FREEMONT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	702	2,030	100	89	66	86	\$ 41,818
E CENTER STREET	IL ROUTE 47	LIBERTY STREET	VARIABLE DEPTH MILL, OVERLAY 3"	912	2,555	100	84	73	86	\$ 60,528
FREEMONT STREET	WALNUT STREET	LANDMARK AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	646	2,010	100	88	69	85	\$ 47,617
KING ST	W RIVER STREET	W SOMONAUK STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,315	3,697	100	84	56	71	\$ 95,198
LANDMARK AVENUE	IL ROUTE 47	MARKETPLACE DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,615	5,420	100	90	70	88	\$ 128,400
LIBERTY STREET	E PARK STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,814	5,079	100	82	73	82	\$ 120,322
MARKETPLACE DRIVE	US ROUTE 34	MCHUGH ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,381	4,790	100	99	62	88	\$ 113,475
W CENTER STREET	WEST END	IL ROUTE 47	VARIABLE DEPTH MILL, OVERLAY 3"	1,801	5,061	100	86	66	76	\$ 119,895
W MAIN STREET	WEST END	IL ROUTE 47	VARIABLE DEPTH MILL, OVERLAY 3"	1,092	3,021	100	83	64	78	\$ 71,567
MISCELLANEOUS CITY WIDE CRACK SEALING/STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,000
TOTAL:										\$ 1,568,481

NOTE - BRISTOL RIDGE ROAD IS CURRENTLY ON THE CONTINGENCY LIST FOR KKCOM. IF SELECTED THIS PROJECT WOULD BE SPLIT 75/25 BETWEEN FEDERAL FUNDS AND CITY FUNDS

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2021

PROPOSED RTBR PROGRAM FUNDING

2024 (FY25) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BADGER STREET	WOLF STREET	BEAVER STREET	VARIABLE DEPTH MILL, OVERLAY 3"	971	2,900	100	90	72	85	\$ 70,762
BELL STREET	E FOX STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	243	760	100	93	39	73	\$ 20,157
CLOVER COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	666	1,924	100	82	71	83	\$ 46,947
COUNTRY HILLS DRIVE	IL ROUTE 71	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,312	7,142	100	93	70	85	\$ 174,270
DEER STREET	IL ROUTE 126	BEAVER STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,821	5,665	100	84	66	80	\$ 138,230
E HYDRAULIC AVENUE	IL ROUTE 47	MILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	836	2,420	100	80	74	84	\$ 64,184
E VAN EMMON STREET	IL ROUTE 47	CITY LIMIT	VARIABLE DEPTH MILL, OVERLAY 3"	2,734	10,300	100	95	74	86	\$ 251,327
FAWN RIDGE COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	505	1,459	100	87	73	85	\$ 35,601
GARDEN CIRCLE	GARDEN STREET	GARDEN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,573	4,544	100	89	68	84	\$ 120,518
GARDEN STREET	IL ROUTE 47	GARDEN CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	935	3,241	100	94	69	86	\$ 85,959
GREENFIELD TURN	COUNTRY HILLS DRIVE	COUNTRY HILLS DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,195	9,230	100	87	70	82	\$ 225,218
HARVEST TRAIL	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	364	1,132	100	96	72	87	\$ 27,622
MEADOWLARK COURT	MEADOWLARK LANE	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	161	895	100	66	76	79	\$ 21,839
MEADOWLARK LANE	GREENFIELD TURN	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	1,306	3,773	100	80	67	84	\$ 92,064
MILL STREET	E VAN EMMON STREET	E HYDRAULIC AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	367	1,000	100	92	71	86	\$ 24,401
SUNNY DELL COURT	GREENFIELD TURN	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	564	1,630	100	90	68	84	\$ 39,773
SUNNY DELL LANE	GREENFIELD TURN	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	331	1,030	100	84	68	81	\$ 25,133
WOLF STREET	DEER STREET	BADGER STREET	VARIABLE DEPTH MILL, OVERLAY 3"	633	1,970	100	87	75	86	\$ 48,069
MISCELLANEOUS CITY WIDE CRACK SEALING/STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,000
TOTAL:										\$ 1,582,074

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2021

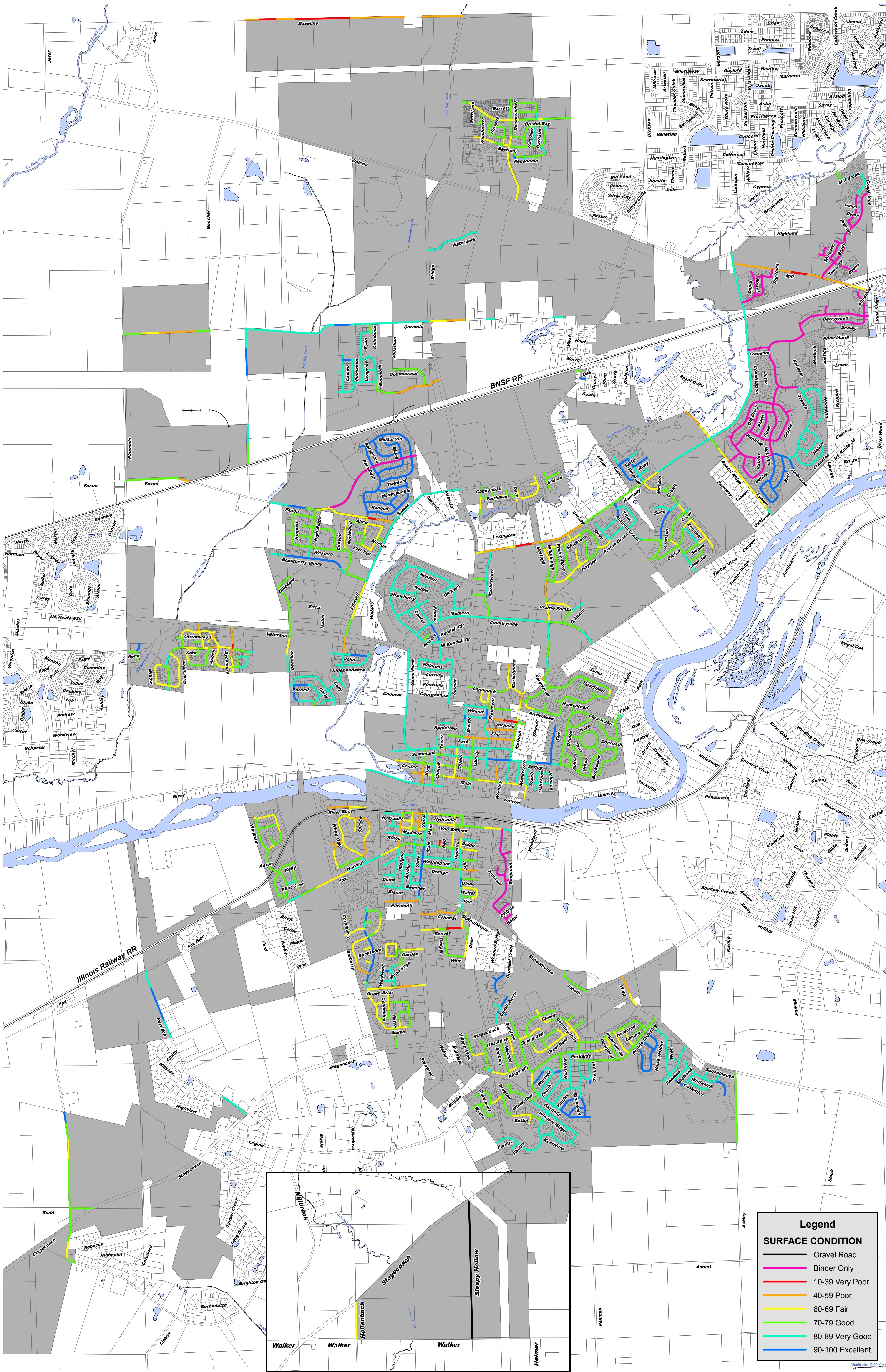
PROPOSED RTBR PROGRAM FUNDING

2025 (FY26) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ALAN DALE LANE	ALICE AVE	RED TAIL COURT	VARIABLE DEPTH MILL, OVERLAY 3"	1,013	2,926	100	86	67	82	\$ 73,538
ALICE AVENUE	FAXON ROAD	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,377	8,557	100	91	58	79	\$ 187,009
ANDREA COURT	OVERLOOK COURT	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	587	1,570	100	91	75	87	\$ 39,458
BEECHER ROAD	US ROUTE 34	JOHN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	880	5,075	100	92	71	85	\$ 127,549
BLACKBERRY SHORE LANE	NORTHLAND LANE	CANNONBALL TRAIL	MILL 3", OVERLAY 3"	863	4,850	100	95	74	88	\$ 132,493
BOOMER LANE	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	950	2,400	100	91	69	85	\$ 60,319
CHESHIRE COURT	FAIRHAVEN DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	305	820	100	87	66	83	\$ 20,609
CORNEILS ROAD	IL ROUTE 47	CITY LIMIT	VARIABLE DEPTH MILL, OVERLAY 3"	1,320	3,520	100	95	60	83	\$ 88,467
DENISE COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	400	1,070	100	88	75	86	\$ 26,892
DOVER COURT (N)	NORTH END	FAIRHAVEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	384	1,030	100	81	68	81	\$ 25,887
DOVER COURT (S)	FAIRHAVEN DRIVE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	213	570	100	68	68	75	\$ 14,326
ESSEX COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	279	690	100	80	71	82	\$ 17,342
FAIRHAVEN DRIVE	BOOMER LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,752	7,900	100	87	69	85	\$ 198,548
MEADOWVIEW LANE	YELLOWSTONE LANE	RED TAIL LANE	VARIABLE DEPTH MILL, OVERLAY 3"	879	2,540	100	80	64	79	\$ 63,837
NEWBURY COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	292	790	100	75	73	81	\$ 19,855
NORTHLAND LANE	BLACKBERRY SHORE LANE	YELLOWSTONE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,992	5,690	100	79	72	79	\$ 143,005
NORTON LANE	MEADOWVIEW LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	312	832	100	88	71	84	\$ 20,910
OVERLOOK COURT	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	669	1,940	100	79	75	83	\$ 48,757
RED TAIL COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	282	750	100	78	73	82	\$ 18,850
RED TAIL LANE	RED TAIL COURT	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	407	1,180	100	75	63	76	\$ 29,657
YELLOWSTONE LANE	NORTHLAND LANE	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	3,790	100	71	69	78	\$ 95,253
MISCELLANEOUS CITY WIDE CRACK SEALING/STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,000
TOTAL:										\$ 1,522,561

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2021

PROPOSED RTBR PROGRAM FUNDING

2026 (FY27) STREET REHABILITATION OPTIONS								
SUBDIVISION	STRATEGY	LENGTH	AREA	WEIGHTED AVERAGE DEFLECTION CONDITION	WEIGHTED AVERAGE DYNAMIC CONDITION	WEIGHTED AVERAGE SURFACE CONDITION	WEIGHTED AVERAGE RANK	TOTAL COST
AUTUMN CREEK UNITS 1, 1A, 2, 2A, & 2B	VARIABLE DEPTH MILL, OVERLAY 3"	4.21	64,628	100	89	77.3	87	\$ 1,818,485
BRISTOL BAY	VARIABLE DEPTH MILL, OVERLAY 3"	4.02	61,559	100	82.9	73.0	82.9	\$ 1,593,560
KYLYN'S	VARIABLE DEPTH MILL, OVERLAY 3"	1.64	24,736	100	89.6	75.2	85.5	\$ 696,015
HEARTLAND	VARIABLE DEPTH MILL, OVERLAY 3"	2.02	32,437	100	88.7	72.0	84.6	\$ 912,703
HEARTLAND CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	3.13	48,834	100	85.3	76.7	84.9	\$ 1,374,077
PRAIRIE MEADOWS	VARIABLE DEPTH MILL, OVERLAY 3"	1.76	26,814	100	87.4	69.5	83.8	\$ 754,485
RIVERS EDGE	VARIABLE DEPTH MILL, OVERLAY 3"	2.07	33,085	100	88.5	73.6	85.3	\$ 930,936
FOX HIGHLANDS/RAINTREE UNITS 1, 2 & 3	VARIABLE DEPTH MILL, OVERLAY 3"	4.42	72,855	100	91.5	72.4	85.4	\$ 2,049,974
TOTAL:								\$ 8,311,750



Legend

SURFACE CONDITION

Gravel Road

Binder Only

10-39 Very Poor

40-59 Poor

60-69 Fair

70-79 Good

80-89 Very Good

90-100 Excellent



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

Agenda Item Number

New Business #3

Tracking Number

PW 2021-55

Agenda Item Summary Memo

Title: Water Conservation Ordinance Update

Meeting and Date: Public Works Committee – September 21, 2021

Synopsis: Water Conservation Ordinance Update

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
Jori Behland, Deputy City Clerk

Date: September 14, 2021
Subject: Water Conservation Ordinance Update

As directed by the City Council, we have prepared a draft ordinance update for consideration. The draft has been reviewed by the Public Works and Building Departments as well as the City Attorney.

The materials from the August meetings are also attached for reference.

Staff is requesting that the City Council consider adopting the ordinance as presented.

CHAPTER 5 WATER USE AND SERVICE

7-5-1: Water Department:

- A. *Supervision:* The Water Department of the City shall be under the supervision of the Director of Public Works who shall report to the City Council the activities of the department whenever requested by the Council. He shall also keep a correct map of all water mains in the City, with their dimensions, locations and connections, hydrants and cutoffs; and shall keep such books, records, maps and other accounts which shall be delivered to his successor.
- B. *Salaries and wages:*
1. *Director of Public Works:* The Director of Public Works may receive his wages from the water fund for his services in the active supervision of said waterworks; such sum to be determined by the current City compensation policies.
 2. *Department employees:* The Mayor, or his designee, shall have the authority to hire and fire all other employees necessary for the proper operation and management of the waterworks. All wages and other expenses of the Water Department may be paid out of the water fund in accordance with the budget as approved by the City Council.

(Ord. 2017-52, 10-24-2017)

C. *Repairs:*

The Public Works Department is responsible to monitor leakage and to implement corrective measures of all water storage, transmission, and distribution systems. The Director of Public Works shall cause to be repaired all breakdowns in the water treatment facilities and all breaks or leaks in the water system of the City. When breaks or leaks cannot be readily repaired by employees of the Department, the Director of Public Works shall prepare a report of the necessary repairs to be made by contract.

7-5-2: Applications for water service and connections:

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are completed and signed by the applicant with all fees for connection and meter. No connection to a water main shall be made without a permit being issued and twenty-four (24) hours' notice to the Director of Public Works. No water from the City water supply shall be turned on for service into any premises by any person until the water meter has been installed and is registering all water used at the premises.

(Ord. 2017-52, 10-24-2017)

7-5-3: Water service connections and installations:

- A. *Location of connections and installations:* All connections and installations of water service shall be made from the existing main upon applicant's street to the street side of applicant's sidewalk or to a point four feet (4') within the curb line, whichever point the Director of Public Works shall determine. Said connections and installations shall be witnessed by authorized employees of the City and only after payment by the user or

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property owner at the time of application for water to the Finance Director of a connection fee as outlined below:

RESIDENTIAL CONNECTION FEES¹

Residence Type	Connection Fee
Efficiency or studio apartment	\$1,587.00
1 bedroom apartment/condominium	2,380.00
2 plus bedroom apartment/condominium	4,761.00
1 bedroom townhome	2,380.00
2 plus bedroom townhome	4,761.00
Duplex home	4,761.00
Single-family home	5,554.00

Note:

¹ The connection fees shall not include the connection only for supplying water for fire suppression.

NON-RESIDENTIAL CONNECTION FEES^{1, 2}

Water Meter Size	Water Connection Fee
Less than or equal to 1 inch	\$3,700.00
1½ inch	\$4,000.00
2 inch	\$5,000.00
3 inch	\$8,000.00
4 inch	\$15,000.00
6 inch and larger	TBD ³

Notes:

¹ The connection fees shall not include the connection only for supplying water for fire suppression.

² Non-residential land use shall be considered all land uses other than those defined in the residential connection fees table.

³ TBD = Connection fee to be determined by City Council on a case by case basis.

B. *Materials, equipment and labor:*

1. The applicant shall furnish materials, equipment and labor to install the service connection. The materials used shall be in compliance with this chapter and approved by the Director of Public Works and the installer shall be bonded, qualified as a licensed plumber and approved by the Director of Public Works before installation. If the Director of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for the installation of such connections shall be in addition to the above charges.

- C. *Construction specifications:* All service connections and installations shall be in compliance with the City's then-effective standard specifications for improvements, adopted by the City Council provided with corporation cock, curb stopcock, shut-off and curb box and subject to approval by the Director of Public Works. All materials, including pipe, stopcock and valves shall be placed and located under the direction of the Director of Public Works.

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(Supp. No. 1)

(Ord. 2017-52, 10-24-2017)

7-5-4: Water meters:

All water furnished consumers shall be metered, and all meters shall be in compliance with this chapter and shall be furnished by the City and set by the Water Department or licensed plumber. Meters shall remain the property of the City and are subject to removal any time. It shall be the responsibility of the property owner to furnish protection to the water meter from theft, vandalism, breakage due to weather conditions or any other damages which may occur. The property owner will be required to pay for any repair to or replacement costs of the water meter if such is necessary (for other than normal maintenance); otherwise, the water meter is the responsibility of the Department of Public Works for accuracy and maintenance, and/or replacement.

(Ord. 2017-52, 10-24-2017)

7-5-4-1: Meter costs:

All meters shall be purchased from the City at the then-current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only), meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

RESIDENTIAL METER COSTS

Meter Size	Cost
¾ inch	\$550.00
1 inch ¹	700.00

Note:

Used only when necessitated by Plumbing Code.

NON-RESIDENTIAL METER COSTS

Meter Size	Cost
1.5 inch	\$2,300.00
2 inches	\$2,500.00
3 inches	\$3,100.00

(Ord. 2018-01, 1-9-2018)

7-5-4-2: Meter locations:

The owners shall provide suitable locations in the water piping systems for the meter and meters shall be placed on a service pipe not to exceed two feet (2') from the wall where such pipe enters the premises. The owner shall provide a shut-off valve on the inlet side of the meter and a shut-off valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. There shall be provided a suitable place for the meter so as to keep it dry and clean, and readily accessible at all times to the meter reader and inspector of the Water Department.

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(Supp. No. 1)

(Ord. 2017-52, 10-24-2017)

7-5-4-3: Size of meters:

- A. The size of meter required for any metered water supply shall be governed by the size and character of the premises served or to be served, as determined by the Building Code Official, in accordance with City building codes. The size of meters so specified shall be subject to change from time to time as demand or other condition may require.
- B. The City may require an increase or decrease in the size of a meter in any case where, in the discretion of the City, the use of water exceeds the capacity of the meter or the use is not accurately measured.

(Ord. 2017-52, 10-24-2017)

7-5-4-4: Maintenance and repair:

Owners or occupants shall be responsible for the care and protection of a meter, but a meter shall be subject to inspection and test at any reasonable time by the Water Department. No person shall interfere with the registration of or break a seal on any meter; providing, however, that the Director of Public Works may grant permission to break a seal for draining pipe or stopping leaks.

(Ord. 2017-52, 10-24-2017)

7-5-4-5: Meter testing:

- A. *Tests may be made:* In case of doubt as to the accuracy of a meter, the consumer may request a test to be made by the Director of Public Works and if the meter is found to measure more than two percent (2%) incorrectly, no charge shall be made; and if an over-register of more than two percent (2%) is found, a proportional deduction shall be made from the previous water bill. If said meter registers within two percent (2%) of accuracy, then all expense of testing shall be borne by the person making the request.
- B. *Entry powers:* The Director of Public Works or his designated employees in the City Water Department shall be allowed access at any reasonable time to the residences of all City water users for the purposes of checking the accuracy of the water meter located in the home.

(Ord. 2017-52, 10-24-2017)

7-5-4-6: Reading meters:

The Director of Public Works shall determine the amount of water usage by each individual customer of the City pursuant to any of the following methods to be selected by him in his absolute and sole discretion:

- A. An actual meter reading done by physical examination of the water meter or remote radio read, by employees of the City on a bi-monthly basis; or
- B. An estimated reading based on customer's usage. Estimates shall be based on the most recently ascertainable data on individual usage available to the Director of Public Works. In no event shall estimated water billings be made for more than three (3) consecutive billing periods in any one (1) year.

(Ord. 2017-52, 10-24-2017)

7-5-4-7: Service to multi-family residential buildings with only a single meter or shut-off:

- A. If water is furnished to a multi-family building through a single meter for the purpose of redistribution to the several customers, the water service connection charge shall be the charge for a single-family meter multiplied by the number of customers served.
- B. No new water service shall be provided by the City to a multi-family building unless each single-family dwelling unit has a separate meter and shut-off box. It is the expressed policy of the City to prevent the establishment of and to encourage the elimination of all multi-family buildings with only a single meter or shut-off box except as allowed in this section.
- C. Effective August 1, 2018, service to a multi-family building with a single meter or shut-off box shall be billed only in the name of the landlord/owner or his or her duly appointed agent until such water service is exclusive to each single-family dwelling unit with meter and shut-off box. Agents appointed to act for the landlord/owner must be identified and authorized in writing to the City by the landlord/owner. The landlord/owner may also be a person, partnership or corporate entity lawfully designated as being solely responsible for the payment of water service to the City.
- D. Whenever a disconnection is authorized for a multi-family building with a single meter or shut-off box, water service shall not be reconnected until a separate shut-off box and meter is installed for each single-family dwelling unit at the landlord/owner's expense.

(Ord. 2017-52, 10-24-2017)

7-5-5: Water service rates; billing procedures:

7-5-5-1: Water service rates and charges:

- A. *Water infrastructure improvement and maintenance fee; water service rates established:*
 - 1. Each utility customer shall be charged a water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month through April 30, 2022. This fee shall be billed as part of the City's utility billing system pursuant to this title.
 - 2. Water service rates shall be as follows:
 - a. *Effective May 1, 2017, the water rates shall be:*
Seventeen dollars (\$17.00) up to three hundred fifty (350) cubic feet of usage.
Four dollars and thirty cents (\$4.30) per one hundred (100) cubic feet of usage over three hundred fifty (350) cubic feet.
 - b. *Effective May 1, 2018, the water rates shall be:*
Seventeen dollars (\$17.00) up to three hundred fifty (350) cubic feet of usage.
Four dollars and thirty cents (\$4.30) per one hundred (100) cubic feet of usage over three hundred fifty (350) cubic feet.
 - 3. In determining the quantity used for billing purposes, one hundred (100) cubic feet shall include any fractional amount of cubic feet used.
- B. *More than one (1) water customer through a single meter:* Each residential dwelling unit or individual commercial tenant unit will be charged for water as outlined in this section, regardless of the number of housing or commercial units that are served through a single meter.

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(Supp. No. 1)

C. *Users outside City limits:*

1. *Water line and plant maintenance fee:* From January 1, 1984, forward, a water line and plant maintenance fee shall be charged at the rate of six dollars and seventy cents (\$6.70) per month to be paid with each water bill, and upon the same terms, conditions and enforcements for each water service meter registration outside of the City; with said water line and plant maintenance fee being established herein by reason of the additional costs, which may vary from time to time, incurred by the City in maintaining and servicing a water delivery system not within its boundaries.

D. *Bulk water rates:* Bulk water rates are fifty dollars (\$50.00) per load.

(Ord. 2017-52, 10-24-2017; amd. Ord. 2019-16, 3-26-2019; Ord. 2020-19, 3-24-2020; Ord. 2021-09, § 1, 3-23-2021)

7-5-5-2: Bills for service; delinquencies:

- A. *Rendition of bills; payment, first notice:* First notice bills for water furnished 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 water usage and other services are payable at the Office of the Finance Director within thirty (30) days of the date of mailing.
- B. *Delinquent bills, second notice:* After thirty (30) days from the mailing of the first bill and the bill not being paid a delinquent second notice bill shall be mailed. The delinquent second notice bill amount shall be ten percent (10%) greater than the first notice bill amount. The second notice bill shall be due ten (10) days from its date of mailing.
- C. *Shut-off of water service for nonpayment; turn-on fee; payment plan:* If a delinquent bill is not paid before its due date, the water service may be shut off from the premises, and shall not be turned on until all back charges are paid, together with a fifty dollar (\$50.00) fee for turning on the water when service is located within the City limits; said fee shall be fifty dollars (\$50.00) plus all back charges when service is located beyond the City limits; provided however, at the discretion of the City Finance Director, a water service customer may enter into a payment plan with the City in order to avoid water shut-off. In this event the customer pays a portion of the delinquent charges as determined by the City Finance Director, so long as all delinquent sums are paid in full within not more than eighteen (18) months. The City shall charge a ten percent (10%) penalty every two (2) months on the past due balance. Nothing in this section shall obligate the City to enter into a payment plan with a water service customer.

(Ord. 2017-52, 10-24-2017)

7-5-5-3: Responsibility of water service customer:

Water service accounts and charges shall be kept in the name of the owner of the property served, except as to property owned by the State of Illinois. Only such owner shall be recognized as the consumer, except where the tenant has the account in his/her name. When the account is in the name of the tenant, the owner of the premises served shall be held responsible for the payment of all water charges and all other proper charges in connection with water services to said premises. Such payments shall be accepted from tenants if tendered by them, but accepting payments from tenants shall not subsequently relieve the owner of the premises from the responsibility of paying water charges or other service charges when due. If the bill for a building with multiple units and a single meter with one (1) owner who pays the bill for all of the units is delinquent, the City may shut off the entire building as provided in section 7-5-4-7 of this chapter.

(Ord. 2017-52, 10-24-2017)

7-5-6: Waterworks revenue:

A. *Duties of Finance Director:*

1. *Monies to:* All money due the Water Department from all purposes and sources, including the collection of water usage charges, shall be paid to the Finance Director.
2. *Custodian of funds:* The Finance Director shall be custodian of the funds derived from income received from the waterworks 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.

B. *Water fund:* All revenue derived from the sale of water as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said money shall be known as the water fund and shall be used for the maintenance, extension, improvement and operation of said waterworks, the retirement of waterworks bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

(Ord. 2017-52, 10-24-2017)

7-5-7: Change of residence by water service customers:

No person, either owner or tenant, who, in changing his residence from one location to any other location served by the Water Department, shall be given water service until any and all delinquent water usage fees which are charged against him at his former place of residence shall have been paid in full, and no water at the new location shall be turned on and, if so, the same shall be turned off until settlement of such delinquent water rental at the former location is made. A charge of fifty dollars (\$50.00) for turning on water and renewing service shall be made, in addition to the payment of the delinquent water usage or charges.

(Ord. 2017-52, 10-24-2017)

7-5-8: Water shut-offs and turn-ons:

A. *Authority to shut off water; non-liability:* The City shall not be held responsible by reason of the breaking of any service pipe or apparatus, or for failure to supply water. The City, when necessary, without notice, may shut the water off in its mains for the purpose of making repairs or extensions or for other purposes. The City shall not be liable by reason of the breakage of any service pipe or service cock, or from other damage that may result from the shutting off of water for repairing, laying or relaying mains, hydrants or other connections.

B. *Requests for water shut-off and turn-on:*

1. *Water shut-off:* Owners or consumers when they pay for water service desiring to discontinue the use of water shall give notice thereof, in writing, to the Director of Public Works, or his designee, who shall then cause the water to be turned off. Water usage or charges for services shall continue until such notice is given.
2. *Water turn-on:* In turning on water, the City shall not be responsible for any damage that may occur by reason of improper fixtures, open or improper connections, or for any other causes.

(Ord. 2017-52, 10-24-2017)

7-5-9: Prohibited acts and conditions:

- A. *Electrical grounding to water system:* It shall be unlawful for any person to ground an electrical system to the water supply system.
- B. *Waste of water:* It shall be the duty of all consumers of City water at any and all times to exercise due diligence to prevent waste of the water supply and to this end shall stop any leaks on their premises. The City water supply will be shut off from any and all premises until such violation of this rule is corrected.
- C. *Use of ground water prohibited:*
 - 1. *Prohibited:* The use or attempt to use as a water supply, ground water from within the corporate limits of the United City of Yorkville by the installation or drilling of wells or by any other method is hereby prohibited within the City.
 - 2. *Reserved.*
 - 3. *Definitions:*

Person: Any individual, partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents, or assigns.

Potable water: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.
 - 4. *Memorandum of understanding:* The Mayor of the United City of Yorkville is hereby authorized and directed to enter into a memorandum of understanding with the Illinois Environmental Protection Agency ("Illinois EPA") in which the United City of Yorkville assumes responsibility for tracking the remediation sites, notifying the Illinois EPA of changes to the ordinances, and taking certain precautions when siting public potable water supply wells.
- D. *Resale of water prohibited:* No water shall be resold or distributed by the recipient thereof from the City supply to any premises at a rate other than that charged by the City. A person who resells water from the City supply shall not add any additional costs or charges to the rate charged by the City, other than any applicable administrative fee. The billing statement shall include any applicable administrative fee as a separate line item on the bill. The line item for the administrative fee shall also include the name of the entity that is charging the fee. Any billing statement for water resale shall solely be in the name of the reseller or his or her assigns. The billing statement shall not include any references to the City or the City's logo.
- E. *Damage to or tampering with system:* It is unlawful for any person not authorized by the Director of Public Works to tamper with, alter, or injure any part of the City's waterworks or supply system or any meter.

(Ord. 2017-52, 10-24-2017)

7-5-10: Regulations for developers:

- A. *Public water supply for subdivisions:* No subdivision of land in the corporate limits shall be approved by the City Council unless the lots therein are provided with adequate water connections with the City water system. Water connections and City water main extensions, if necessary in order to connect to the City water system, shall be at the subdivider's expense but under the direct supervision and control of the Director of Public Works. Prior to the time said extension is undertaken, the subdividers shall pay the cost of said extension. Upon completion, any extension shall be dedicated to the City and become property of the City who shall then assume full responsibility for maintenance and repairs of the same.

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- B. *Water system improvements:* The standards and specifications from title 11, "Subdivision Control", of this Code shall be used for contiguity and construction.
1. Where improvements and extensions to the water distribution system are required in order to serve the needs of a development, the developer shall bear all costs of the water main installation.
 2. Prior to proceeding with construction, the developer shall prepare and submit plans and specifications to all governmental agencies as required by law for permits or approvals. The contractor shall also submit plans and specifications to the Director of Public Works and shall obtain written approval and a permit before proceeding with construction. The following requirements shall be met:
 - a. Plans and specifications submitted shall bear the seal of a current registered professional engineer.
 - b. Water mains shall be not less than eight inches (8") in diameter.
 - c. Fire hydrants shall be set at each intersection and at intervals not to exceed four hundred feet (400') (whichever results in closer spacing).
 - d. All future water mains shall be constructed of ductile iron. Ductile iron valves and appurtenances shall be used whenever possible; however, the Director of Public Works may, at his discretion, allow the use of cast iron valves and other cast iron appurtenances to the actual water pipe upon his written consent to the installer.
 - e. Water mains shall be buried such that finished grade will provide not less than five and one-half feet (5½') of cover and not greater than eight and one-half feet (8½') of cover over the main.
 - f. All water main extensions shall be designed, installed and tested in accordance with the most current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".
 - g. The contractor shall pay all expenses incurred by the City to provide field inspections and approval of water mains before, during and after construction. At the sole option of the City, the following procedures shall be followed:
 - (1) Complete field inspection by the Director of Public Works or his agent, with free advice and consulting on the project by the design engineer;
 - (2) Complete field inspection by the design engineer for the developer with periodic field checking by the Director of Public Works or his agent;
 - (3) Complete field inspection by the design engineer for the developer. If the City selects this option, there shall be submitted to the City a sworn statement carrying the design engineer's signature and seal stating that the water system was installed in strict accordance with the plans and specifications as approved, except as shown in the as-built drawings.
 - h. Mylar or cloth reproducible drawings shall be submitted to the City after construction showing the system as-built.
- C. *Installation of oversize mains:*
1. *Notice requiring oversized mains; compliance:*
 - a. When, in any subdivision now within the City or within one and one-half (1½) miles of the City limits which normally would require an eight-inch (8") size water main but which, for the purpose of complying with the plan of development of the City's water system to provide an adequate water supply, not only to the particular subdivision but also to subdivisions which in the future may become a part of the City, and where the City Engineer and Director of Public Works have

determined that water mains of a larger diameter than eight inches (8") and the size thereof, shall be installed, then the City Engineer or the Director of Public Works shall inform the subdividers, builders and developers of the subdivision by a written notice of that fact and require them to install such oversized water mains and at the same time, in said notice, inform them of the size to be installed.

- b. Upon being notified as provided for in this subsection, no subdivider, builder or developer shall install any water main in such subdivision of any size other than that specified to him by the aforesaid notice.
2. *Costs:* At such time as the installation of said oversized water main pipe shall have been completed in accordance with the plans and specifications submitted to the City for such installation, and also in accordance with the notice specified in this subsection, and all such installations shall have been inspected and approved by the City as provided for by ordinance of the City, then the City will pay any such subdivider, builder or developer who has installed oversized water main pipe as above-provided or approve a recapture ordinance, the difference of the cost at current prices, as of the time of said installation, between the eight-inch (8") main pipe which was originally planned to be used and the cost of the oversized pipe which the City directed to be used.

(Ord. 2017-52, 10-24-2017)

7-5-11: Reserved:

(Ord. 2017-52, 10-24-2017)

7-5-12: Private sprinkler and fire protection systems:

Private sprinkler and fire protection water systems may be connected with the City water mains subject to the following provisions and regulations and provided the applicant is a consumer taking water supply for other uses from the City at regular rates for such uses:

- A. *Application for service; approval:* Whenever sprinkler or fire protection services are desired, application shall be made for the privilege of installing such service, which application shall include complete specifications, adherence to the current City codes and plans of the installation contemplated. If said application is approved by the City Council, the applicant shall enter into an agreement with the City for connection to City mains, subject to the provisions of this chapter.
- B. *Inspection of system:*
 1. City water will be turned into any sprinkler or fire protection system only when such installation shall have been subjected to and passed such inspection and pressure tests as may be required by the Director of Public Works. All pipes in connection with such system shall be left exposed until such tests have been made and the system approved. No cross-connections between private water supplies and services connected to City mains shall be permitted.
 2. Any and all premises connected to City water mains for sprinkler or fire protection services shall be subject to inspection by the Director of Public Works at any time for count and conformity to the City regulations.

(Ord. 2017-52, 10-24-2017)

7-5-13: Water customer contractual agreement:

The rules and regulations as set forth in this chapter shall be considered a part of the contract of every person who takes water supplied by the City through the City waterworks. Every such person who takes water shall be considered as having expressly agreed to be bound by the provisions of this chapter upon his acceptance of water service from the City.

(Ord. 2017-52, 10-24-2017)

7-5-14: Reserved:

(Ord. 2017-52, 10-24-2017)

7-5-15: Water conservation regulations:

The Public Works Department is authorized to develop and implement public programs to encourage efficient water use by all customers, both residential and commercial/industrial.

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- A. *Definitions:* The following words and phrases when used in this section shall, for the purpose of this section, have the following meanings:

City: The United City of Yorkville.

Drip irrigation system: A soaking hose that when in use does not result in an actual dissipation of water.

Drip line: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

Landscape/landscaping: Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.

Permitted hours of water use: A time period between 5:00 a.m. and 9:00 a.m., and between 9:00 p.m. and 12:00 midnight, each day.

Person: Any individual, firm, partnership, association, corporation, company, organization, or entity of any kind.

Water: The water provided by and obtained by a person from the City water supply and distribution system.

- B. *Application:*

1. The provisions of this section shall apply to all persons using water, and to all properties within the City or unincorporated areas which are connected to the City's water supply and distribution system, regardless of whether any person using the water has a contract for service with the City.
2. The provisions of this section shall apply annually from May 1 through September 30, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation issued pursuant to subsection B.1 of this section.

- C. *Restricted hours and days for specified uses:*

1. Water may be used for landscape watering or the filling of swimming pools only as follows:
 - a. All properties with even numbered street numbers (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for landscape watering or for pool filling, only on even numbered calendar dates during permitted hours of water use.

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- b. All properties with odd numbered street numbers (i.e., numbers ending in 1, 3, 5, 7, and 9) may use water for landscape watering or for pool filling only on odd numbered calendar dates during permitted hours of water use.
 - c. There shall be no restrictions as to hours or days when water may be used for any of the following:
 - (1) Landscape watering or sprinkling where such watering or sprinkling is done by a person using a handheld watering device;
 - (2) Filling swimming pools with a volume of fifty (50) gallons or less;
 - (3) The automatic watering of trees and shrubs by means of automatic root feed or drip irrigation systems within the drip line of the tree or shrub;
 - (4) Vehicle and equipment washing; or
 - (5) Any other lawful use of water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this section.
 - D. *Restrictions for sod laying and lawn seeding for new lawns:* Notwithstanding the provisions of subsection C of this section, the following special regulations shall apply:
 - 1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.
 - 2. From May 1 through June 30 and from September 1 through September 30, water may be used on new lawns (sod or seed), only as follows:
 - a. Prior to sod laying or lawn seeding, a sod watering permit shall be obtained from the Director of Public Works.
 - b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours.
 - c. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use.
 - d. Following the first ten (10) days after the sod or seed is placed, the provisions of subsection C of this section shall apply.
 - 3. Prior to the execution of any real estate contract for the sale of newly constructed property, the builder or owner of such new construction shall:
 - a. Inform prospective purchasers of the restrictions upon the installation of new lawns set forth in this section;
 - b. Attach a copy of these regulations to the contract; and
 - c. Obtain the signature of the purchaser(s) on a statement that he/she or they has/have been informed of the new lawn installation restrictions set forth in this section.
 - 4. The applicant for a certificate of occupancy for any newly constructed property shall submit as a part of his application, and as a condition of issuance of such certificate, a copy of said signed statement. When an application for certificate of occupancy is submitted prior to sale of the property, and the future occupant is unknown, the applicant shall submit his signed statement that he shall comply with the requirements of this section at the time the real estate contract is executed.

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- E. *Waste of water prohibited:* No person shall allow a continuous stream of water to run off into any gutter, ditch, drain, or street inlet while using water for restricted purposes during the permitted hours of water use.
- F. *Exceptions:* The provisions of this section shall not apply to any commercial or industrial entity for which use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to landscape watering or pool filling.
- G. *Bulk water rates:* Bulk water rates shall be increased to three (3) times the nonresident water rate during the time described in subsection B of this section.
- H. *Hydrant use prohibited:* Hydrants connected to the City water supply and distribution system for the purpose of providing water for firefighting purposes shall not be opened by any person, other than authorized City or fire district personnel, except for the purpose of fighting a fire.
- I. *Emergency proclamation:*
1. Whenever the water supply of the City is diminished from any cause, including, but not limited to, prolonged dry period, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the City Engineer or Director of Public Works is or is likely to become dangerous to the health and safety of the public, the City Mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.
 2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water.
 3. Upon issuing such proclamation, the Mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by news release to local newspapers and radio media, and may also endeavor to notify the City residents and other persons in any other practical manner that he or she shall devise. Further, the City Mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the City Council.
 4. The emergency proclamation of the Mayor, and the regulations imposed thereby, shall remain in full force and effect until any one (1) of the following shall first occur:
 - a. The Mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
 - b. The City Council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council.
 - c. The first regular meeting of the City Council occurring more than thirty (30) days after the date of the emergency proclamation of the Mayor.
 5. Any City employee or officer may, at the direction of the City Mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, fails to comply with the water restrictions, the person shall be deemed to be in violation of this section.
- J. *Restriction on permanent landscape watering systems of nonresidential properties:*
1. This subsection J shall apply only to nonresidential properties, and common and/or open space areas of residential developments.

2. For this subsection J, a "permanent landscape watering system" shall be defined as any system of pipes, sprinkler heads or similar devices installed underground to be used to provide landscape watering.
3. Landscape watering upon nonresidential properties shall be limited as follows:
 - a. For properties with one (1) building, a total area within the property not to exceed one (1) acre may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of pervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
 - b. For properties with more than one (1) building, a total area within the property not to exceed three (3) acres may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of pervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
 - c. For the common space and/or open space of a primarily residential development, no permanent landscape watering system shall be allowed using the City's potable water.
 - d. All permanent landscape watering systems permitted to use the City's potable water shall be metered the same as domestic water service. No special meters will be permitted.
4. The total area to be watered shall be measured as the area within reach of any permanent device used to water landscape including, but not limited to, sprinkler heads, hoses, trenches or similar devices to water landscape.

5. New/replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with section 2.5(g) if the Illinois Plumbing License Law [225 ILCS 320].

(Ord. 2017-52, 10-24-2017)

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K. Additional Conservation Regulations for Non-Residential Customers

~~7-5-16: Inspection; audit; appeal:~~

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1. Plumbing Fixture and Fixture Fittings: plumbing fixtures and fittings in all new and remodeled construction must be labeled WaterSense product, as specified by the United States Environmental Protection Agency. In all new construction and in all repairs or replacement of fixtures in lavatories intended for public use, the faucets of such lavatories located in rest rooms intended for public use shall be of metering or self-closing type.
2. Water recycling systems in commercial car wash facilities: All new and remodeled commercial car-wash installations shall be equipped with a water recycling system.
3. Air conditioning systems: All new and remodeled installations of air conditioning shall be closed system only.

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~~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 water service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of water, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of~~

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~~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.~~
- ~~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 waterworks 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.~~

~~C. 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 water 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.~~

~~D. Annual review of charges: The adequacy of the water service charge shall be reviewed, not less often than annually, by certified public accountants for the United City of Yorkville in their annual audit report. The water service charge shall be revised periodically to reflect a change in the local capital costs or overhead, maintenance and repair costs.~~

~~E. 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.~~

~~(Ord. 2017-52, 10-24-2017)~~

ARTICLE A. COMMUNITY WATER WELL SETBACK PROVISIONS

7-5A-1: Purpose:

Pursuant to the authority conferred by 65 ILCS 5/11-125.4 (1996); 415 ILCS 5/14.2 and 5/14.3 (1996); and in the interest of securing the public health, safety and welfare; to preserve the quality and quantity of ground water

resources in order to assure a safe and adequate water supply for present and future generations; and to preserve ground water resources currently in use and those aquifers having a potential for future use as a public water supply, the provisions of this article shall apply to all properties located within the minimum setback zone established under section 14.2 of the Environmental Protection Act ("Act") (415 ILCS 5/14.2) and this article, and the maximum setback zone established under section 14.3 of the Act (415 ILCS 5/14.3) and this article.

(Ord. 2001-6, 2-22-2001)

7-5A-2: Definitions:

Except as stated in this article, and unless a different meaning of a word or term is clear from the context, the definitions of words or terms in this article shall be the same as those used in the Act and the Illinois Ground Water Protection Act 415 ILCS 55/1 (1996):

Act: The Environmental Protection Act (415 ILCS 5/1).

Agency: The Environmental Protection Agency.

Board: The Illinois Pollution Control Board.

Maximum setback zone: The area around a community water supply well established under section 14.3 of the Act and this article, and described in appendix A in section 7-5A-6 of this article.

Minimum setback zone: The area around a community water supply well established under section 14.2 of the Act and this article, and described in appendix A in section 7-5A-6 of this article.

(Ord. 2001-6, 2-22-2001)

7-5A-3: Prohibitions:

A. Except as provided in section 7-5A-4 or 7-5A-5 of this article, no person shall place a new potential primary source, new potential secondary source, or new potential route within the minimum setback zone.

B. Except as provided otherwise in section 7-5A-4 of this article, no person shall place a new potential primary source within the maximum setback zone.

(Ord. 2001-6, 2-22-2001)

7-5A-4: Waivers, exceptions, and certifications of minimal hazard:

A. If, pursuant to section 14.2(b) of the Act, the owner of a new potential primary source, new potential secondary source, or new potential route is granted a waiver by the agency, such owner shall be deemed to have a waiver to the same extent from subsection 7-5A-3.A of this article.

B. If, pursuant to section 14.2(c) of the Act, the owner of a new potential primary source (other than land filling or land treating), new potential secondary source, or new potential route is granted an exception by the board, such owner shall be deemed to have an exception to the same extent from subsection 7-5A-3.A of this article.

C. If, pursuant to section 14.2(c) of the Act, the owner of a new potential primary source (other than land filling or land treating) is granted an exception by the board, such owner shall be deemed to have an exception to the same extent from subsection 7-5A-3.B of this article.

~~D. If, pursuant to section 14.5 of the Act, the owner of a new potential primary source, new potential secondary source, or new potential route is issued a certificate of minimal hazard by the agency, such owner shall not be subject to section 14.2(4) of the Act.~~

~~(Ord. 2001-6, 2-22-2001)~~

~~7-5A-5: Exclusion:~~

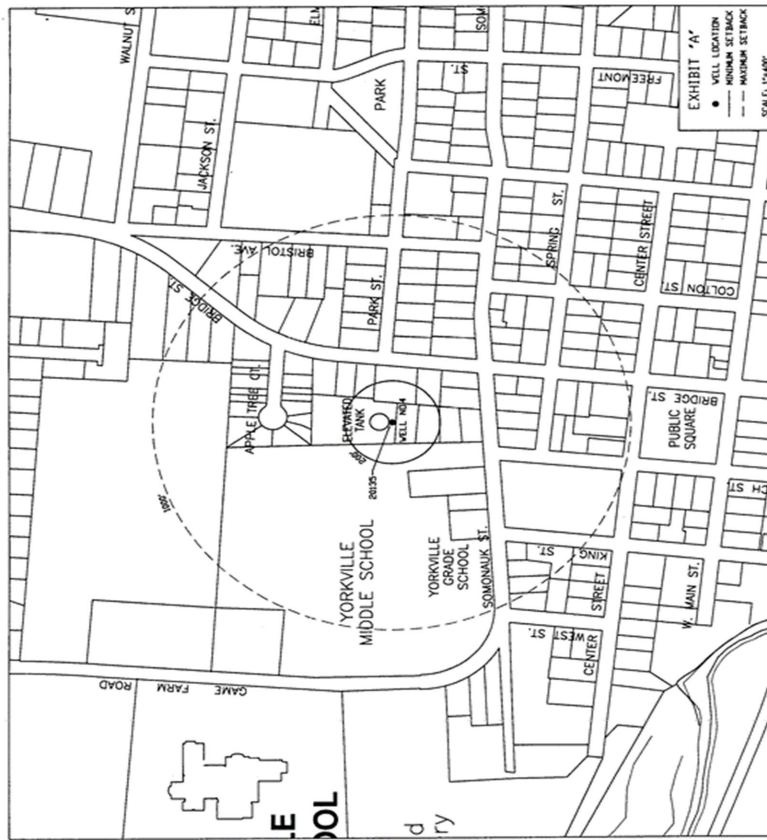
~~Subsection 7-5A-3.A of this article shall not apply to new common sources of sanitary pollution as specified pursuant to section 17 of the Act and the regulations adopted thereunder by the agency, however, no common sources may be located within the minimum distance from a community water supply well specified by such regulations.~~

~~(Ord. 2001-6, 2-22-2001)~~

~~7-5A-6: Appendix A, minimum and maximum setback zone map and description:~~

~~Illustration of the proposed minimum and maximum zone ordinance area:~~





(Ord. 2001-6, 2-22-2001)

ARTICLE B. CROSS CONNECTION CONTROL

7-5B-1: Purpose:

The purpose of this article:

- A. To protect the public water supply system from contamination or pollution by isolating within the customer's water system contaminants or pollutants which could backflow through the service connection into the public water supply system.

~~B.—To promote the elimination or control of existing cross connections, actual or potential, between the public or consumer's potable water system and nonpotable water systems, plumbing fixtures and sources or systems containing substances of unknown or questionable safety.~~

~~C.—To provide for the maintenance of a continuing program of cross connection control which will prevent the contamination or pollution of the public and consumer's potable water systems.~~

(Ord. 2008-99, 11-10-2008)

7-5B-2: Definitions:

The following definitions shall apply to the terms as used in this article:

Agency: Illinois Environmental Protection Agency.

Approved: Backflow prevention devices or methods approved by the Research Foundation for Cross Connection Control of the University of Southern California, Association of State Sanitary Engineers, American Water Works Association, American National Standards Institute or certified by the National Sanitation Foundation, or listed in the Illinois Plumbing Code, 77 Illinois Administrative Code 890.

Auxiliary water system: Any water source or system on or available to the premises other than the public water supply system and includes the water supplied by the system. These auxiliary waters may include water from another purveyor's public water supply system; or water from a source such as wells, lakes, or streams, or process fluids; or used water. These waters may be polluted or contaminated or objectionable or constitute a water source or system over which the water purveyor does not have control.

Backflow: The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water system from any source other than the intended source of the potable water supply.

Backflow prevention device: Any device, method, or type of construction intended to prevent backflow into a potable water system. All devices used for backflow prevention in Illinois must meet the standards of the Illinois Plumbing Code and the Illinois Environmental Protection Agency.

Consumer or customer: The owner, official custodian or person in control of any premises supplied by or in any manner connected to a public water system.

Consumer's water system: Any water system located on the customer's premises. A building plumbing system is considered to be a customer's water system.

Contamination: An impairment of the quality of the water by entrance of any substance to a degree that could create a health hazard.

Gross connection: Any physical connection or arrangement between two (2) otherwise separate piping systems, one (1) of which contains potable water and the other a substance of unknown or questionable safety or quality, whereby there may be a flow from one (1) system into the other.

~~A.—Direct cross connection: A cross connection formed when a water system is physically joined to a source of unknown or unsafe substance.~~

~~B.—Indirect cross connection: A cross connection through which an unknown substance can be forced, drawn by vacuum or otherwise introduced into a safe potable water system.~~

Double check valve assembly: An assembly composed of two (2) single, independently acting check valves approved under ASSE standard 1015. A double check valve assembly must include tight shutoff valves located at each end of the assembly and suitable connections for testing the watertightness of each check valve.

Fixed proper air gap: The unobstructed vertical distance through the free atmosphere between the water discharge point and the flood level rim of the receptacle.

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Health hazard: Any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of consumers. The word "severe" as used to qualify "health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

Inspection: A plumbing inspection to examine carefully and critically all materials, fixtures, piping and appurtenances, appliances and installations of a plumbing system for compliance with requirements of the Illinois Plumbing Code, 77 Illinois Administrative Code 890.

Nonpotable water: Water not safe for drinking, personal, or culinary use as determined by the requirements of 35 Illinois Administrative Code 601 et seq.

Plumbing: The actual installation, repair, maintenance, alteration or extension of a plumbing system by any person. Plumbing includes all piping, fixtures, appurtenances and appliances for a supply of water for all purposes, including, without limitation, lawn sprinkler systems, from the source of a private water supply on the premises or from the main in the street, alley or at the curb to, within and about any building or buildings where a person or persons live, work or assemble. Plumbing includes all piping, from discharge of pumping units to and including pressure tanks in water supply systems. Plumbing includes all piping, fixtures, appurtenances, and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings where a person or persons live, work or assemble from the point of connection of such building drain to the building sewer or private sewage disposal system five feet (5') beyond the foundation walls.

Pollution: The presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

Potable water: Water which meets the requirements of 35 Illinois Administrative Code 601 et seq., for drinking, culinary, and domestic purposes.

Potential cross connection: A fixture or appurtenance with threaded hose connection, tapered spout, or other connection which would facilitate extension of the water supply line beyond its legal termination point.

Process fluid(s): Any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollution, or system hazard if introduced into the public or a consumer's potable water system. This includes, but is not limited to:

- A. ~~_____~~ Polluted or contaminated waters;
- B. ~~_____~~ Process waters;
- C. ~~_____~~ Used waters originating from the public water supply system which may have deteriorated in sanitary quality;
- D. ~~_____~~ Cooling waters;
- E. ~~_____~~ Questionable or contaminated natural waters taken from wells, lakes, streams, or irrigation systems;
- F. ~~_____~~ Chemicals in solution or suspension;
- G. ~~_____~~ Oils, gases, acids, alkalis and other liquid and gaseous fluids used in industrial or other processes, or for firefighting purposes.

Public water supply: All mains, pipes and structures through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use and which serve at least fifteen (15) service connections or which regularly serve at least twenty five (25) persons at least sixty (60) days per year. A public water supply is either a "community water supply" or a "noncommunity water supply".

~~**Reduced pressure principle backflow prevention device:** A device containing a minimum of two (2) independently acting check valves together with an automatically operated pressure differential relief valve located between the two (2) check valves and approved under ASSE standard 1013. During normal flow and at the cessation of normal flow, the pressure between these two (2) checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.~~

~~**Service connection:** The opening, including all fittings and appurtenances, at the water main through which water is supplied to the user.~~

~~**Survey:** The collection of information pertaining to a customer's piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing date of all cross connection control devices and methods located within that customer's piping system. The survey must be in written form, and should not be an actual plumbing inspection.~~

~~**System hazard:** A condition through which an aesthetically objectionable or degrading material not dangerous to health may enter the public water supply system or a consumer's potable water system.~~

~~**Used water:** Any water supplied by a public water supply system to a consumer's water system after it has passed through the service connection and is no longer under the control of the water supply official custodian.~~

~~**Water purveyor:** The owner or official custodian of a public water system.~~

~~(Ord. 2008-99, 11-10-2008)~~

7-5B-3: Water system:

- ~~A. The water system shall be considered as made up of two (2) parts: the public water supply system and the consumer's water system.~~
- ~~B. The public water supply system shall consist of the source facilities and the distribution system, and shall include all those facilities of the potable water system under the control of the Director of Public Works up to the point where the consumer's water system begins.~~
- ~~C. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the public water supply distribution system.~~
- ~~D. The public water supply distribution system shall include the network of conduits used to deliver water from the source to the consumer's water system.~~
- ~~E. The consumer's water system shall include all parts of the facilities beyond the service connection used to convey water from the public water supply distribution system to points of use.~~

~~(Ord. 2008-99, 11-10-2008)~~

7-5B-4: Cross connection prohibited:

- ~~A. Connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved cross connection control devices or methods are installed, tested and maintained to ensure proper operation on a continuing basis.~~

~~B. 1. No physical connection shall be permitted between the potable portion of a supply and any other water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the agency.~~

~~2. There shall be no arrangement or connection by which an unsafe substance may enter a supply.~~

~~(Ord. 2008-99, 11-10-2008)~~

~~7-5B-5: Survey and investigations:~~

~~A. *Inspection:* The consumer's premises shall be open at all reasonable times to the approved cross connection control device inspector for the inspection of the presence or absence of cross connections within the consumer's premises, and testing, repair and maintenance of cross connection control devices and assemblies within the consumer's premises.~~

~~B. *Verification of information:* On request by the Director of Public Works, or his authorized representative, the consumer shall furnish information regarding the piping system or systems or water use within the customer's premises. The consumer's premises shall be open at all reasonable times to the Director of Public Works for the verification of information submitted by the consumer to the public water supply custodian regarding cross connection survey or inspection results.~~

~~C. *Periodic surveys:* It shall be the responsibility of the water consumer to arrange periodic surveys of water use practices on his premises to determine whether there are actual or potential cross connections to his water system through which contaminants or pollutants could backflow into his or the public potable water system. All cross connection control or other plumbing inspections must be conducted in accordance with the Illinois Plumbing License Law, 225 ILCS 320/3(1).~~

~~D. *Backflow prevention:* It is the responsibility of the water consumer to prevent backflow into the public water system by ensuring that:~~

~~1. All cross connections are removed; or approved cross connection control devices are installed for control of backflow and back siphonage.~~

~~2. Cross connection control devices shall be installed in accordance with the manufacturer's instructions.~~

~~3. Cross connection control devices shall be inspected at the time of installation and at least annually by a person approved by the agency as a cross connection control device inspector (CCCDI). The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions.~~

~~E. *Testing and records:*~~

~~1. Each device shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer.~~

~~2. Records submitted to the community public water supply shall be available for inspection by agency personnel in accordance with 415 ILCS 5/19.~~

~~3. Each device shall have a tag attached listing the date of most recent test, name of CCCDI, and type and date of repairs.~~

~~4. A maintenance log shall be maintained and include:~~

~~a. Date of each test;~~

~~b. Name and approval number of person performing the test;~~

~~c. Test results;~~

~~d. Repairs or servicing required;~~

~~e. Repairs and date completed; and~~

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~~f. Service performed and date completed.~~

~~5. The test results shall be filed electronically as designated by the City Administrator with the City or the City's authorized reporting service provider in compliance with subsection 7-5B-9.G of this article.~~

~~(Ord. 2008-99, 11-10-2008; Ord. 2016-63, 10-25-2016)~~

~~7-5B-6: Where protection is required:~~

~~A. An approved backflow device shall be installed on all connections to the public water supply as described in the plumbing code, 77 Illinois Administrative Code 890 and the agency's regulations, 35 Illinois Administrative Code 653. In addition, an approved backflow prevention assembly shall be installed on each service line to a consumer's water system serving premises, where, in the judgment of the Director of Public Works, actual or potential hazards to the public water supply system exist.~~

~~B. An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist:~~

~~1. Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Director of Public Works and the source is approved by the Illinois Environmental Protection Agency.~~

~~2. Premises on which any substance is handled which can create an actual or potential hazard to the public water supply system. This shall include premises having sources or systems containing process fluids or waters originating from the public water supply system, which are no longer under the sanitary control of the Director of Public Works.~~

~~3. Premises having internal cross connections that, in the judgment of the Director of Public Works and the Cross Connection Control Device Inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross connections exist.~~

~~4. Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey.~~

~~5. Premises having a repeated history of cross connections being established or reestablished.~~

~~C. An approved backflow device shall be installed on all connections to the public water supply as described in the plumbing code, 77 Illinois Administrative Code 890 and the agency's regulations, 35 Illinois Administrative Code 653. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities unless the Director of Public Works determines that no actual or potential hazards to the public water supply system exist:~~

~~1. Hospitals, mortuaries, clinics, nursing homes.~~

~~2. Laboratories.~~

~~3. Piers, docks, waterfront facilities.~~

~~4. Sewage treatment plants, sewage pumping stations or stormwater pumping stations.~~

~~5. Food or beverage processing plants.~~

~~6. Chemical plants.~~

~~7. Metal plating industries.~~

~~8. Petroleum processing or storage plants.~~

~~9. Radioactive material processing plants or nuclear reactors.~~

~~10. Car washes.~~

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~~11. Pesticide, or herbicide or extermination plants and trucks.~~

~~12. Farm service and fertilizer plants and trucks.~~

~~(Ord. 2008-99, 11-10-2008)~~

~~7-5B-7: Type of protection required:~~

~~A. The type of protection required under section 7-5B-6 of this article shall depend on the degree of hazard, which exists as follows:~~

~~1. An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe (high) health hazard.~~

~~2. An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device shall be installed where the public water supply system may be contaminated with a substance that could cause a system or (high) health hazard.~~

~~3. An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly, or a double check valve assembly, shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health (low health hazard).~~

~~B. Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle backflow preventers shall be installed on fire safety systems connected to the public water supply when:~~

~~1. The fire safety system contains antifreeze, fire retardant or other chemicals;~~

~~2. Water is pumped into the system from another source;~~

~~3. Water flows by gravity from a nonpotable source, or water can be pumped into the fire safety system from any other source; or~~

~~4. There is a connection whereby another source can be connected to the sprinkler system.~~

~~C. All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service.~~

~~(Ord. 2008-99, 11-10-2008)~~

~~7-5B-8: Backflow prevention devices:~~

~~A. All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation For Cross Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, or American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specification, and listed in the Illinois Plumbing Code, 77 Illinois Administrative Code 890.~~

~~B. Installation of approved devices shall be made in accordance with the manufacturer's instructions and 35 Illinois Administrative Code 653.802, and only as specified by the Research Foundation For Cross Connection Control of the University of Southern California or applicable industry specifications. Maintenance as recommended by the manufacturer of the device shall be performed. Manufacturer's maintenance manual shall be available on-site.~~

~~(Ord. 2008-99, 11-10-2008)~~

~~7-5B-9: Inspection and maintenance:~~

~~A. It shall be the duty of the consumer at any premises on which backflow prevention devices required by these regulations are installed to have inspection, tests, maintenance and repair made in accordance with the~~

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following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions:

1. Fixed proper air gap separations shall be inspected to document that a proper vertical distance is maintained between the discharge point of the service line and the flood level rim of the receptacle at the time of installation and at least annually thereafter. Corrections to improper or bypassed air gaps shall be made within twenty four (24) hours.
2. Double check valve assemblies shall be inspected and tested at time of installation and at least annually thereafter, and required service performed within fifteen (15) days.
3. Reduced pressure principle backflow prevention devices shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer, and required service performed within five (5) days.
- B. Testing shall be performed by a person who has been approved by the agency as competent to service the device. Proof of approval shall be in writing.
- C. Each device shall have a tag attached listing the date of most recent test or visual inspection, name of tester, and type and date of repairs.
- D. A maintenance log shall be maintained and include:
 1. Date of each test or visual inspection;
 2. Name and approval number of person performing the test or visual inspection;
 3. Test results;
 4. Repairs or servicing required;
 5. Repairs and date completed; and
 6. Servicing performed and date completed.
- E. Whenever backflow prevention devices required by these regulations are found to be defective, they shall be repaired or replaced at the expense of the consumer without delay as required by subsection A of this section.
- F. Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the Director of Public Works.
- G. The City Administrator shall have the authority to designate qualified personnel as the City's authorized reporting service for the City to administer the program for the filing of test results. Copies of all test results shall be forwarded to the City Administrator or the City's authorized reporting service, as determined by the City Administrator, at the time of each inspection. A filing fee of twelve dollars and ninety five cents (\$12.95) shall be paid to the City or its authorized reporting service at the time the testing records are submitted for filing. All test records shall be retained by the City or its authorized reporting service for a period of five (5) years or in accordance with state law, whichever is greater.

(Ord. 2008 99, 11 10 2008; Ord. 2016 63, 10 25 2016)

7-5B-10: Booster pumps:

- A. Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cutoff device designed to shutoff the booster pump when the pressure in the service line on the suction side of the pump drops to twenty (20) psi or less.
- B. It shall be the duty of the water consumer to maintain the low pressure cutoff device in proper working order and to certify to the Director of Public Works, at least once a year, that the device is operable.

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(Ord. 2008-99, 11-10-2008)

7-5B-11: Violations:

- A. ~~The Director of Public Works shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by these regulations is not installed, tested, maintained and repaired in a manner acceptable to the Director of Public Works, or if it is found that the backflow prevention device has been removed or bypassed, or if an unprotected cross connection exists on the premises, or if a low pressure cutoff required by these regulations is not installed and maintained in working order.~~
- B. ~~Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations and to the satisfaction of the Director of Public Works, and the required reconnection fee is paid.~~
- C. ~~Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations to the satisfaction of the Superintendent of Utilities/Operations.~~
- D. ~~Neither the Director of Public Works, or its agents or assigns shall be liable to any customers of the United City of Yorkville for any injury, damages, or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this article, whether or not said termination of the water supply was with or without notice.~~
- E. ~~The consumer responsible for back siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.~~
- F. ~~Any person found to be violating any provision of these rules and regulations shall be served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.~~
- G. ~~Any person who has knowledge of a backflow into any potable water system or the public water system must report that backflow to the Water Department immediately upon becoming aware of the backflow. Any person violating any of the provisions of these rules and regulations in addition to the fine provided, shall become liable to the United City of Yorkville for any expense, loss or damage occasioned by reason of such violations, whether the same was caused before or after notice.~~

(Ord. 2008-99, 11-10-2008)

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Memorandum

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

Date: August 10, 2021
Subject: Water Conservation Ordinance Update

This memo is to comment on the Cities current water conservation ordinance, located in section 7-5-15 of the City Code.

Background:

As the City considers its long-term water supply, the importance of water conservation is critical no matter what source is utilized. The benefits of water conservation practices include a delayed need for infrastructure, the ability to construct smaller facilities as well as benefits to the environment.

Lake Michigan water is one source the City is considering for its long-term supply. This source has specific conservation requirements and modifications to the City's current ordinance will be required if the City will seek an allocation permit.

Discussion:

The Illinois Department of Natural Resources (IDNR) is responsible for governing the allocation when it comes to the Lake Michigan water source.

Listed below are the IDNR's Conservation Practices that are included in the water conservation criteria in Part 3730 of the IDNR's allocation rules, including Sections 3730.304 and 3730.307. Based on reviewing the current Cities ordinances, the following conservation practices are recommended to be adopted prior to requesting a Lake Michigan allocation permit:

1. Leakage monitoring and correction for storage, transmission, and distribution systems.
2. Metering of all new construction. When practicable and feasible, the Department recommends sub-metering in new multi-family buildings.
3. Metering of existing non-metered services as part of any major remodeling.
4. The adoption of ordinances requiring that new and replacement plumbing fixtures be a labeled WaterSense product, as specified by USEPA.

5. The adoption of ordinances requiring the installation of closed system air conditioning in all new construction and in all remodeling.
6. The adoption of ordinances requiring that all lavatories for public use in new construction or remodeling be equipped with metering or self-closing faucets.
7. The adoption of ordinances requiring that all newly constructed or remodeled car wash installations be equipped with a water recycling system.
8. The adoption of ordinances that restrict non-essential outside water uses to prevent excessive, wasteful use. These shall provide that unrestricted lawn sprinkling will not be allowed from May 15 through September 15 of each year by requiring, as a minimum, that lawn sprinkling shall not occur on consecutive days nor shall any lawn sprinkling occur during at least a 6-hour period in the middle of the day (i.e., 10 a.m. through 4 p.m., noon to 6 p.m.) when evapotranspiration is at its highest. New lawns (less than 3 months old) may be exempted from this provision. In addition, new/replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with Section 2.5(g) of the Illinois Plumbing License Law [225 ILCS 320].

The Cities Water Conservation Ordinance includes the non-essential water use restrictions. IDNR recommends using WaterSense labeled irrigation controllers for new/replacement sprinkler systems.

9. Development and implementation of public programs to encourage efficient water use.

Note that the adoption of these changes is mandatory if the City is to obtain a Lake Michigan allocation.

The City may want to consider adopting these requirements regardless of the water source as these regulations represent good conservation practices.

Question Presented:

Should the City move forward with the adoption of the additional water conservation ordinances?

Action Required:

Direction of staff to prepare the appropriate ordinances.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2021-56

Agenda Item Summary Memo

Title: Water Audit and Non-Revenue Water Reduction Initiatives

Meeting and Date: Public Works Committee – September 21, 2021

Synopsis: Overview and Presentation of 5-Year Water Main Replacement Plan

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: September 15, 2021
Subject: Water Audit and Non-Revenue Water Reduction Initiatives

Please see the attached presentation regarding the overview of the IDNR requirements, results of the Water Audit and recommendations.

If you have any questions, please let us know.

WATER AUDIT AND NON-REVENUE WATER REDUCTION INITIATIVES

United City of Yorkville

September 21, 2021





Agenda

1. Alternative Water Supply - Lake Michigan Allocation
Non-Revenue Water Requirements
2. Water Audits Background
3. 2020 Water Audit
4. Key Non-Revenue Water Reduction Plan Initiatives
5. Water Replacement / 5-Year Plan
6. Q&A



A black and white photograph of a large stack of dark, cylindrical pipes, likely for water supply, receding into the distance. A small teal horizontal dash is positioned above the text.

Alternative Water Supply - Lake Michigan Allocation Non-Revenue Water Requirements

REQUIREMENTS

- All Lake Michigan Water Supply Customers are Required to Obtain an Allocation Permit
- IDNR is the Regulator of those Permits
- One Requirement is that Non-Revenue Water (NRW) is Less Than 10%



Level of Lake Michigan Act

[615 ILCS 50]

NOVEMBER 18, 2014

17 ILL. ADM. CODE

CH. I, SEC. 3730

- b) Permittees in Categories IA and IB shall limit non-revenue water so that it is less than 12% of net annual pumpage (system input volume) in Water Year 2015, decreasing to no more than 10% by Water Year 2019 and all years thereafter. Permittees whose non-revenue water exceeds the non-revenue thresholds (12% in Water Year 2015, decreasing to 10% by Water Year 2019) shall submit a water

Non-revenue water < 10% by Water Year 2019

(Or Outline Actions/Timeline to Reduce Water Loss)

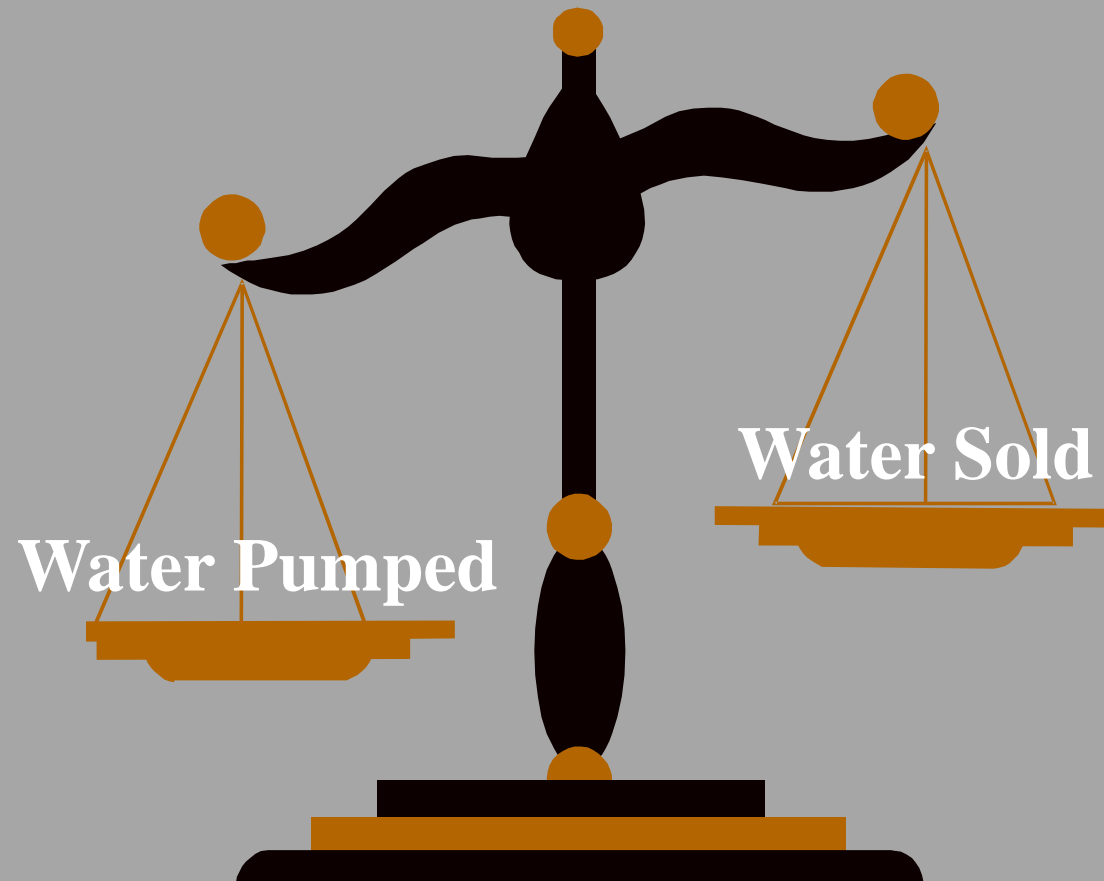
quantity can be determined through acceptable engineering practices. The Department recognizes that actions necessary to reduce water losses can require significant capital expenditures and a lengthy timeframe, and that communities face other pressing infrastructure needs, and will take this into account in reviewing and approving water system improvement plans.



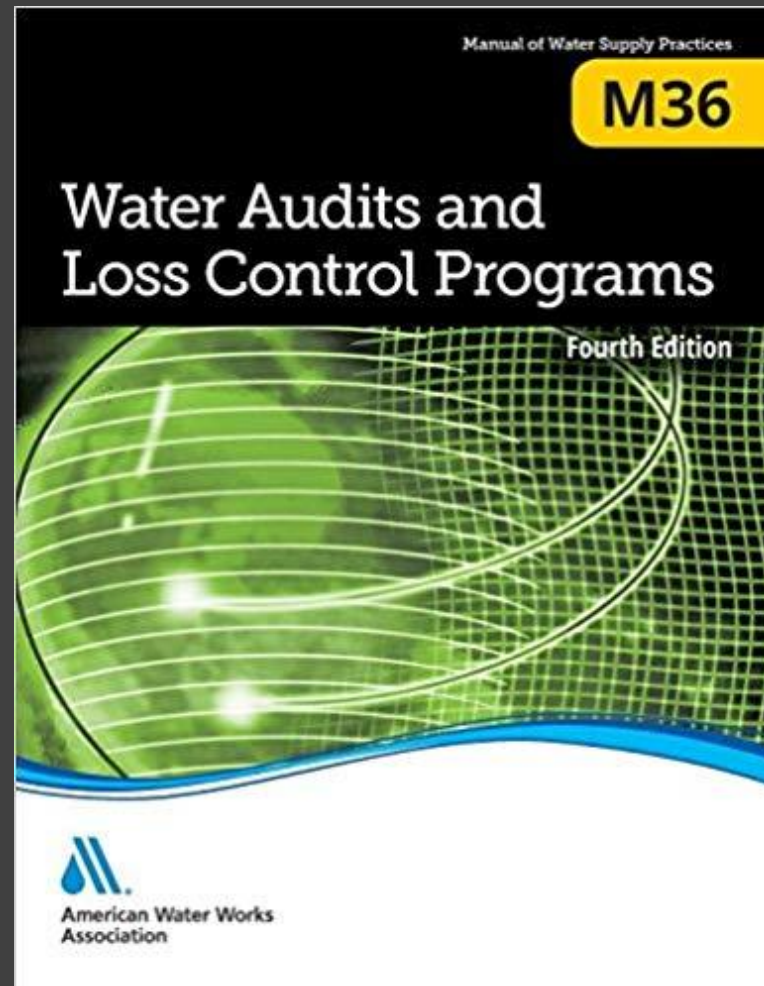


WATER AUDIT BACKGROUND

Millions of Gallons of Water Being Pumped into the Distribution System Exceeds the Gallons Being Sold



AWWA M36 Manual and Water Audit Software



AWWA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: Northern San Leandro Combined Water Sewer Storm Utility District (007900)
Reporting Year: 2012 12/01 - 12/31/12

Please enter data in the white box below. Where available, entered values should be used. If entered values are missing, the program will calculate values. Indicate your confidence in the accuracy of the input data by giving the input a confidence level of 1 to 5 using the drop-down list to the left of the input field. Enter the value you want to enter in a drop-down list of the grade.

All volumes to be entered as: MILLION GALLONS (MG) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources	1	2	3	4	5	MG/yr
Volume from own sources	1	2	3	4	5	1,000,000
Water imported	1	2	3	4	5	MG/yr
Water exported	1	2	3	4	5	MG/yr
WATER SUPPLIED:						825,000 MG/yr

AUTHORIZED CONSUMPTION

Graded metered	1	2	3	4	5	MG/yr
Graded metered	1	2	3	4	5	700,000
Graded unmetered	1	2	3	4	5	50,000
Ungraded metered	1	2	3	4	5	MG/yr
Ungraded unmetered	1	2	3	4	5	10,213
AUTHORIZED CONSUMPTION:						760,213 MG/yr

Default option selected for Ungraded unmetered - a grading of 5 is applied but not displayed

WATER LOSSES (Water Supplied - Authorized Consumption)

Unauthorized consumption	1	2	3	4	5	MG/yr
Unauthorized consumption	1	2	3	4	5	64,787
Unauthorized consumption volume entered is greater than the recommended default value	1	2	3	4	5	MG/yr
Customer metering inaccuracies	1	2	3	4	5	7,071
Systematic data handling errors	1	2	3	4	5	5,000
Apparent Losses:						71,858 MG/yr

Real Losses (Current Annual Real Losses or CARR)

Real Losses = Water Losses - Apparent Losses	1	2	3	4	5	MG/yr
Real Losses = Water Losses - Apparent Losses	1	2	3	4	5	49,617
WATER LOSSES:						64,787 MG/yr

NON-REVENUE WATER

Water Losses = 1.0 Graded Unmetered + 1.0 Ungraded Unmetered	1	2	3	4	5	MG/yr
Water Losses = 1.0 Graded Unmetered + 1.0 Ungraded Unmetered	1	2	3	4	5	75,000
NON-REVENUE WATER:						75,000 MG/yr

SYSTEM DATA

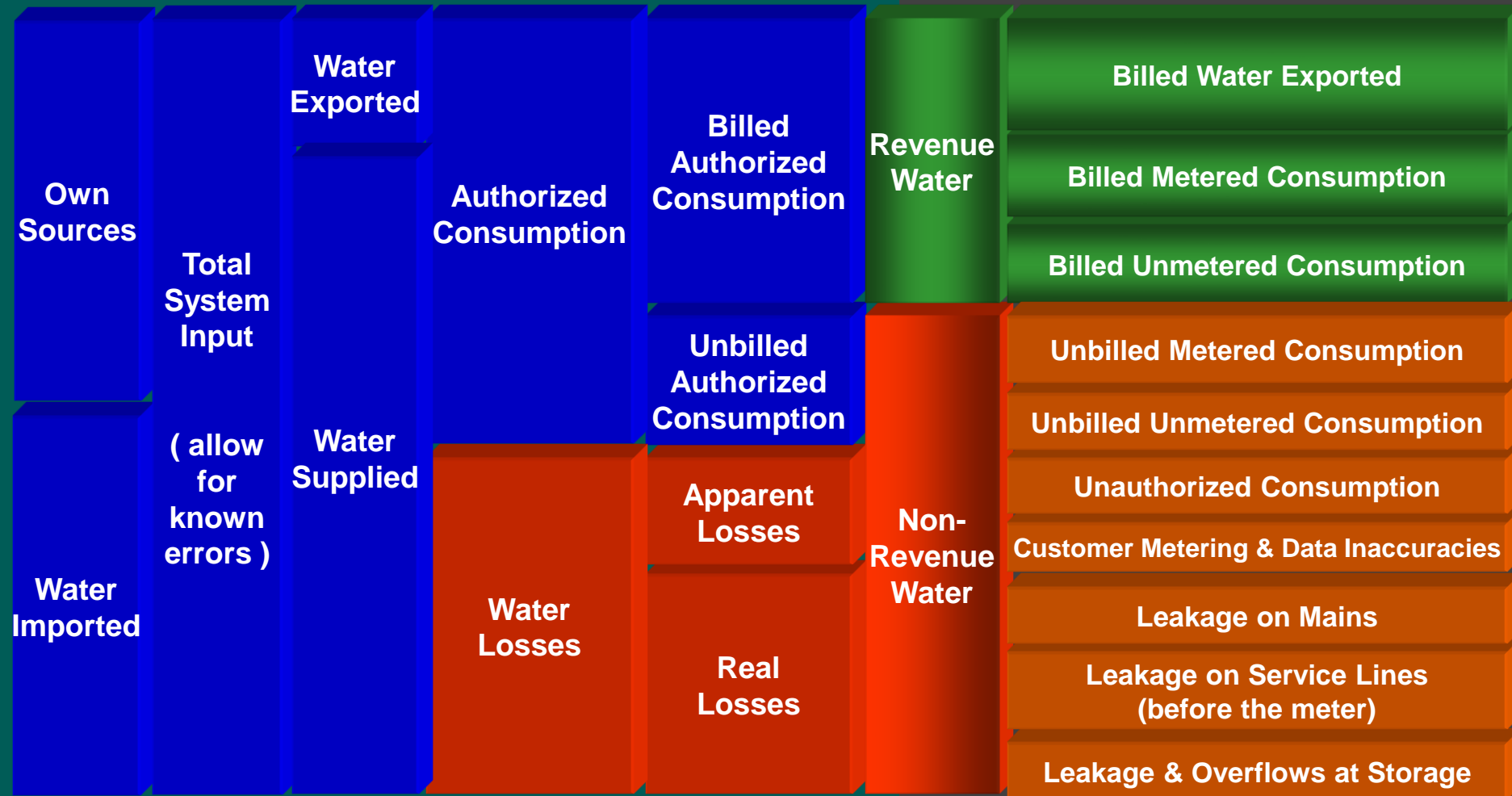
Length of mains	1	2	3	4	5	feet
Length of mains	1	2	3	4	5	100,000
Number of public and/or service connections	1	2	3	4	5	1,000
Service connection density	1	2	3	4	5	10
Are customer meters typically located at the curb or properly lined?						Yes
Average length of customer service line						60.0 feet
Average length of customer service line has been set to zero and a data grading score of 10 has been applied						60.0 feet
Average operating pressure						60.0 psi

COST DATA

Total annual cost of operating water system	1	2	3	4	5	\$/Year
Total annual cost of operating water system	1	2	3	4	5	\$1,000,000
Customer retail unit cost (applied to Apparent Losses)	1	2	3	4	5	\$0.50
Variable production cost (applied to Real Losses)	1	2	3	4	5	\$2.00



The Standard Water Balance



PHYSICAL LOSSES



- Water Main Breaks/Leaks
- Service Line Leakage up to Customer Meter
- Storage Tank Overflows

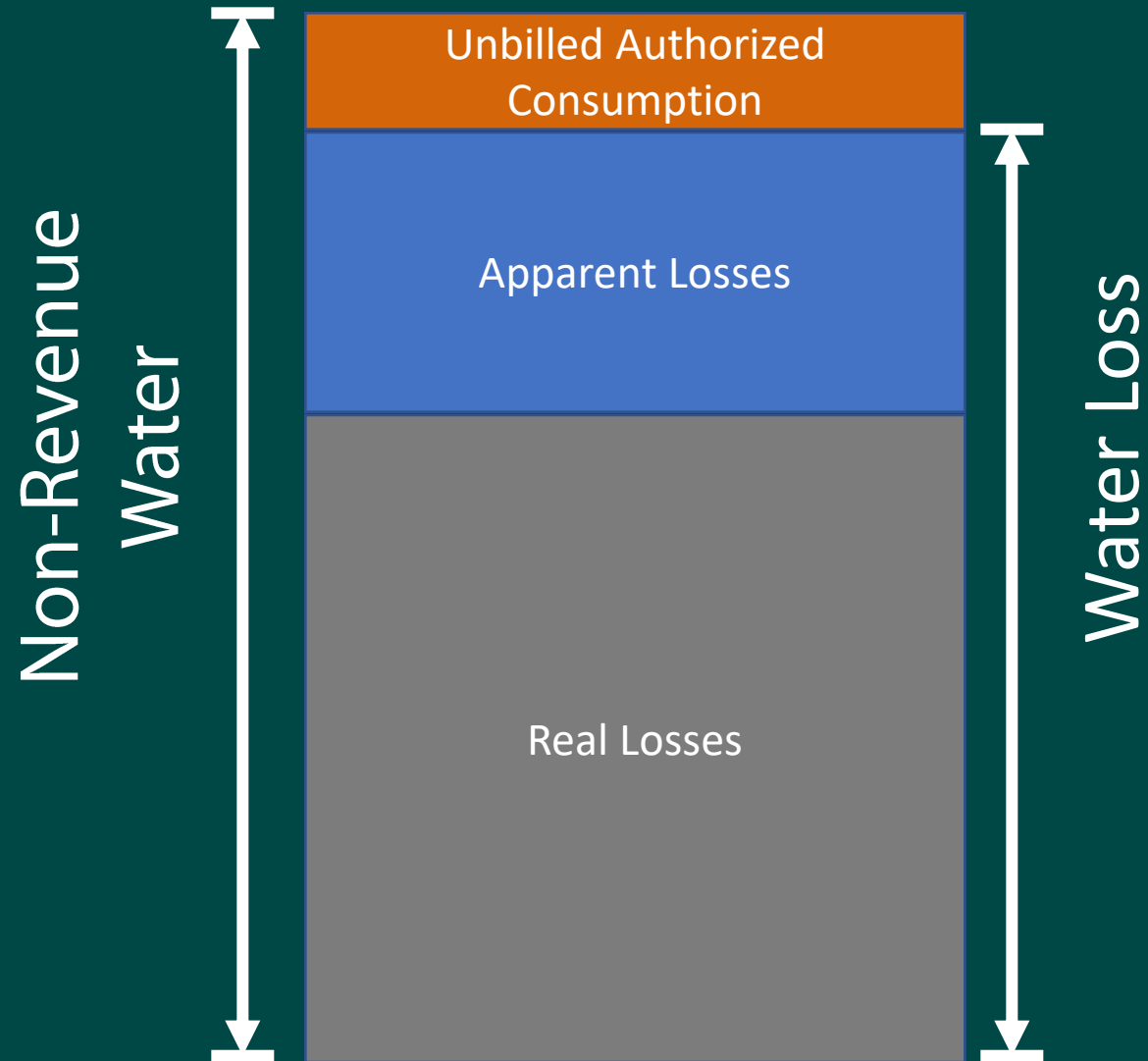
APPARENT LOSSES



\$
Higher Rate
of Return

- Data Handling Error
- Customer Meter Inaccuracies
- Theft





Water Loss \neq Non-Revenue Water


WATER AUDIT SOFTWARE

[illegible]

The Process

1. Data Collection and Calculations
2. Use the AWWA Free Water Audit Software to Complete the Water Audit
3. Potentially in the Future → Complete the LMO-2 Form Using the Results of the AWWA version of the Water Audit

IDNR LMO2 FORM

	<h1 style="margin: 0;">Illinois Department of Natural Resources</h1>	Bruce Rauner, Governor Wayne A. Rosenthal, Director
One Natural Resources Way Springfield, Illinois 62702-1271 www.dnr.illinois.gov		
Office of Water Resources, Michael A. Bilandic Building, 160 H. LaSalle St., S-703, Chicago, IL 60601 Office: (312) 793-4990		

2018 Annual Water Use Audit Form (LMO-2)

This form must be completed by all Category IA and IB Permittees for the annual water use accounting year running from October 1, 2017 through September 30, 2018. This form must be completed and submitted to the Department by January 7, 2019.

Section I - General Information

Permittee Contact Information:

Permittee: Village of Lombard _____
 Address: 255 E. Wilson Avenue _____
 Lombard, IL 60148 _____

 County: DuPage _____
 Phone: (630) 620-5740 _____
 Email: jackb@villageoflombard.org _____

Contact Person Information:

Name: Brain Jack _____
 Address: 255 E. Wilson Avenue _____
 Lombard, IL 60148 _____

 Phone: (630) 620-5709 _____
 Email: jackb@villageoflombard.org _____

Authorized Official Brain Jack

Title: Utilities Superintendent _____
Date: 8/30/2019 Resubmission _____

Service Population: 43,395

"Service Population" is the total population the permittee serves with water related to their allocation, both inside and outside their corporate limits. This does not include population associated with water exported/sold to other systems.

The Illinois Department of Natural Resources is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under Chapter 19, Section 120.2 of the Illinois Revised Statutes. Disclosure of this information is required. Failure to provide any information will result in this form not being processed. This form has been approved by the Forms Management Center, CMS.

Section II - Water Supplied:

In order to complete this form you will have to first complete the AWWA Free Water Audit Software. Lines



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calendar Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
Fiscal Year					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr						
Water Year								Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct

= Meter Read Dates

- 组



2020 WATER AUDIT

2020 Water Supplied By Volume

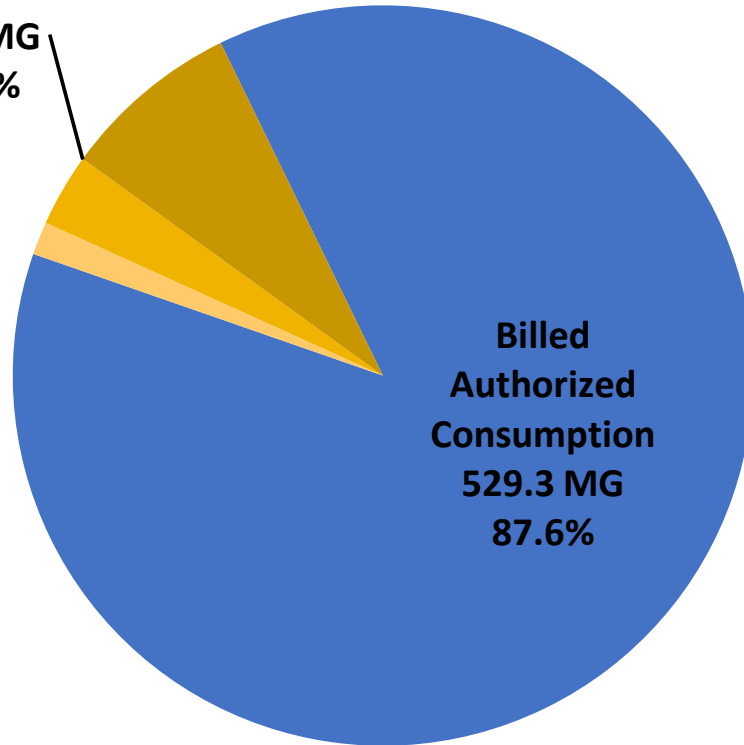
United City of Yorkville, Illinois

Non-Revenue

Water

75.3 MG

12.4%



**Billed
Authorized
Consumption
529.3 MG
87.6%**

■ Billed Authorized Consumption

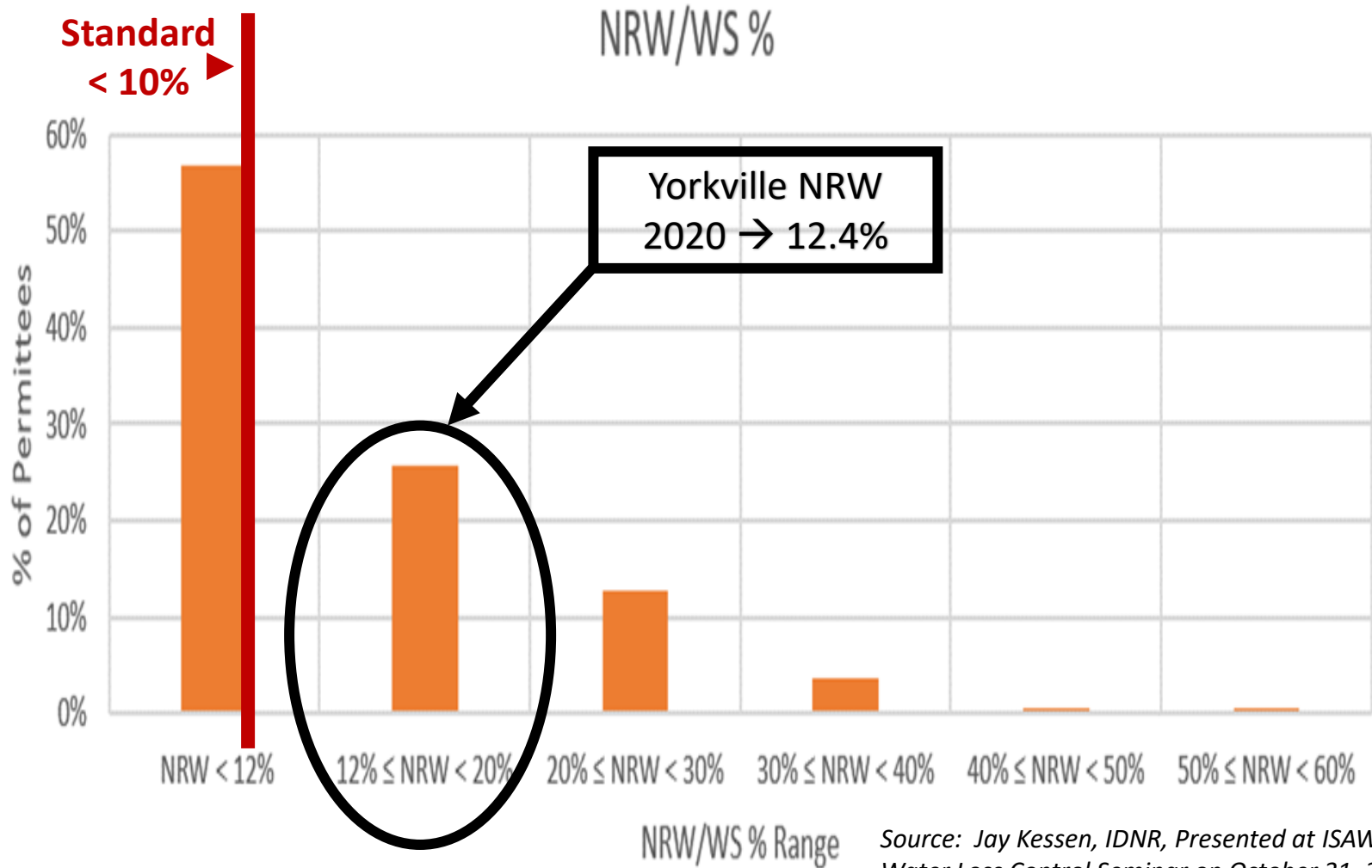
■ Unbilled Authorized
Consumption

■ Apparent Losses

■ Real Losses

Water Supplied By Volume



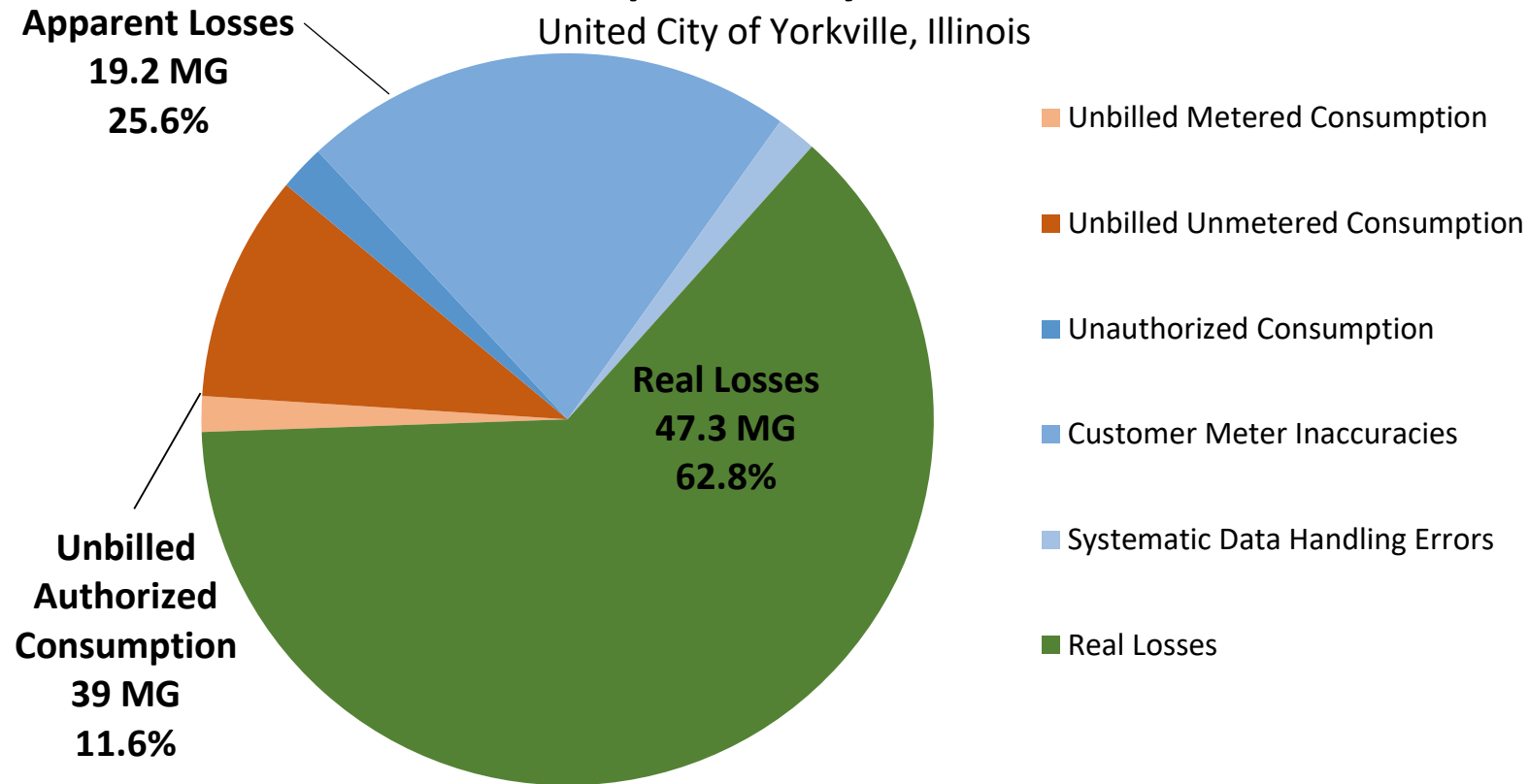


Source: Jay Kessen, IDNR, Presented at ISAWWA Water Loss Control Seminar on October 31, 2018

Lake Michigan Supplied System 2017 Non-Revenue Water Percentiles

2020 Non-Revenue Water - Components By Volume

United City of Yorkville, Illinois



2020 Non- Revenue Water – Components by Volume



Water Audit Observations

- NRW > 10% → NRW Reduction Plan Would be Needed for a Lake Michigan Allocation
- Improving the Data Validity is Critical
- Real Losses Appear to be the Largest Volume Contributor to the Non-Revenue Water
 - Water Main Leaks/Breaks
 - Storage Tank Overflows
 - Leaking Underground Storage Tank
- Apparent Losses Should also be Considered as Part of the NRW Reduction Plan due to the Rate of Return on the Investment





KEY NRW REDUCTION PLAN INITIATIVES



KEY NRW REDUCTION PLAN INITIATIVES

- Master Meters – Implement Annual Testing
- Develop and Implement Customer Meter Change-Out Program (AMI Technology)
- Implement/Increase Long-Term Water Main Replacement Program

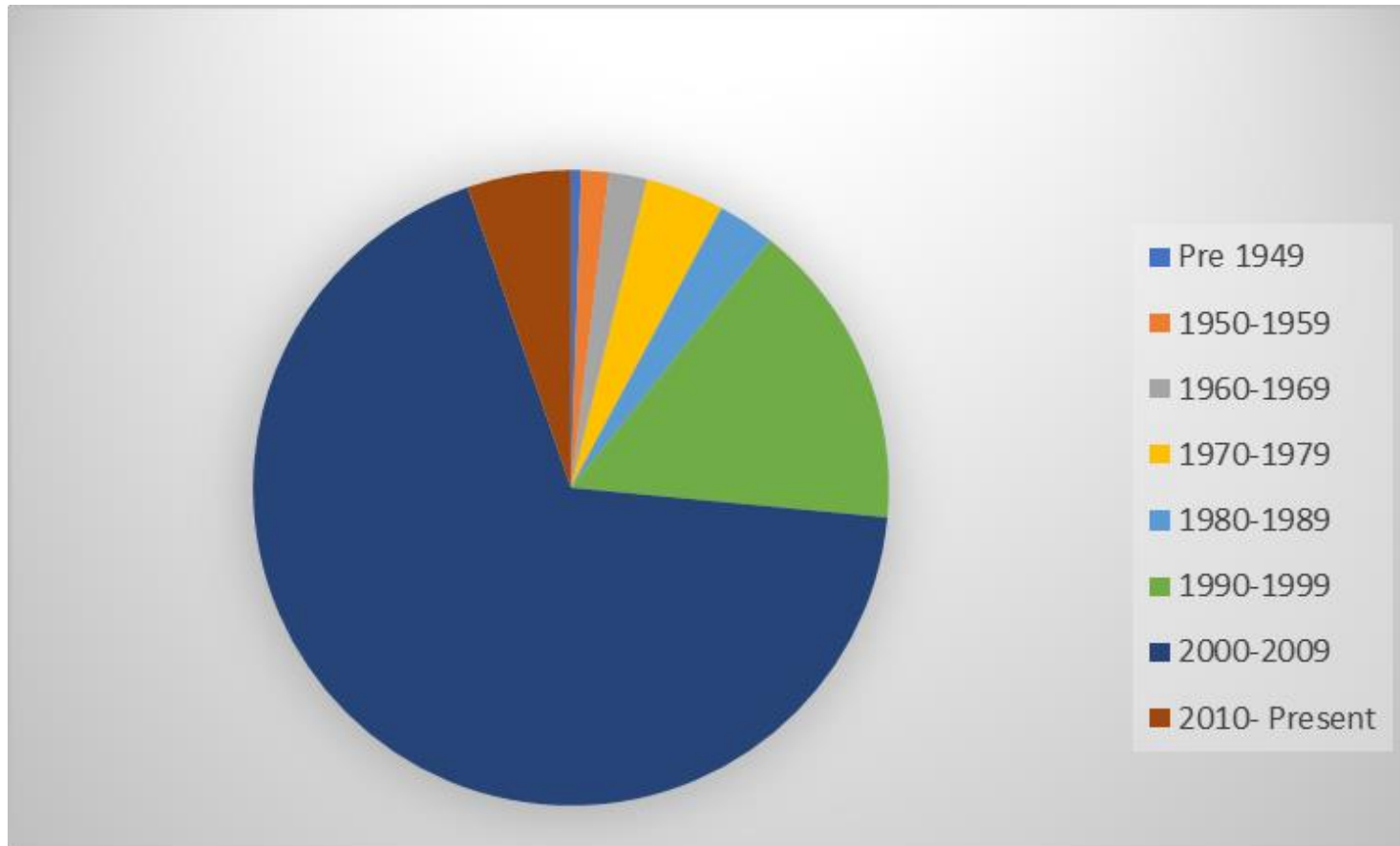
KEY NRW REDUCTION PLAN INITIATIVES

- Improve the Tracking of Unbilled, Unmetered Water
- Perform Annual Leak Detection
- Monitor Impact of NRW Initiatives
- Continually Complete Annual Water Audit
 - Required by IDNR and Good Practice



A large stack of black pipes, likely for water main replacement, arranged in a long row. The pipes are stacked in multiple layers, with the top layer showing the circular openings. The background is a plain, light-colored wall.

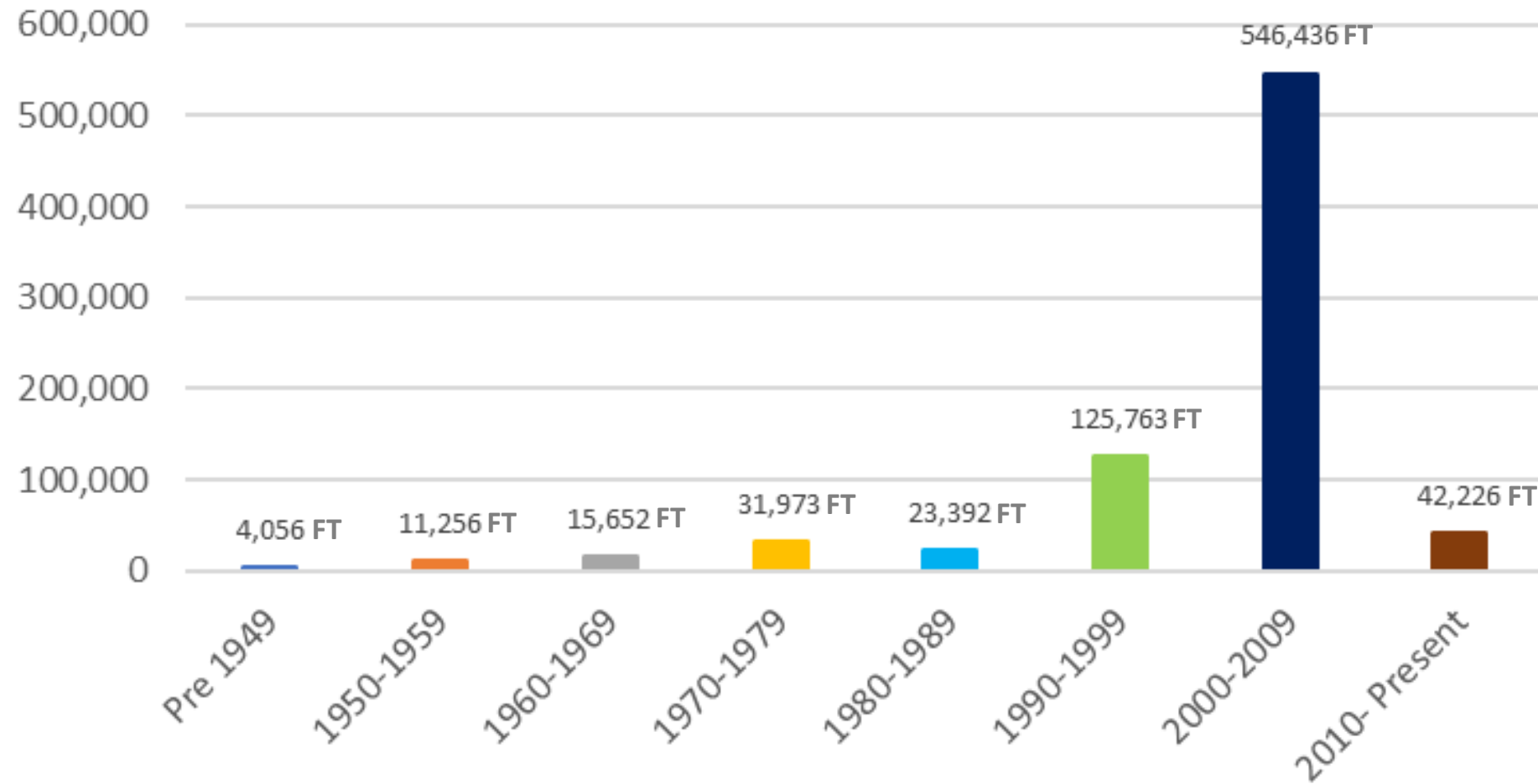
WATER MAIN REPLACEMENT



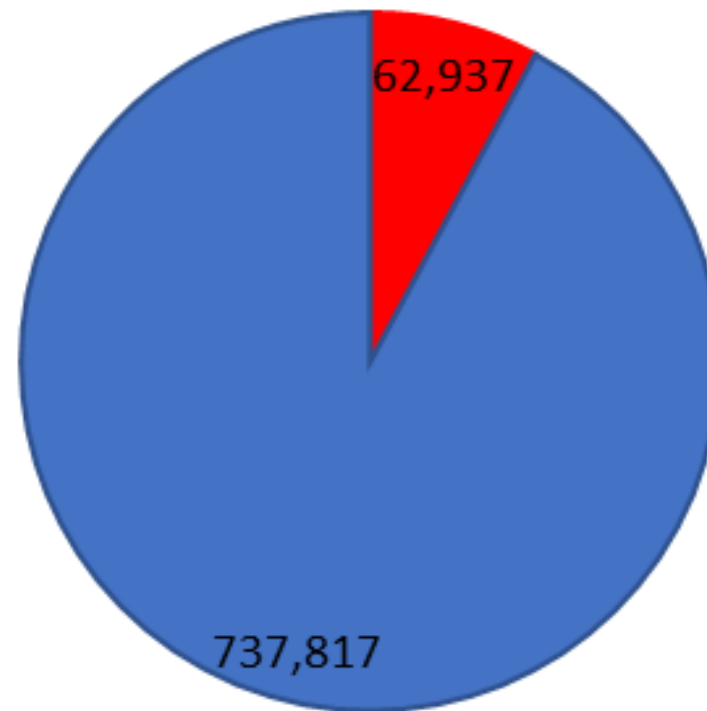
EXISTING WATER MAIN AGE

- 150 Miles (795,217 Feet) Total

Water Main Age (Length)



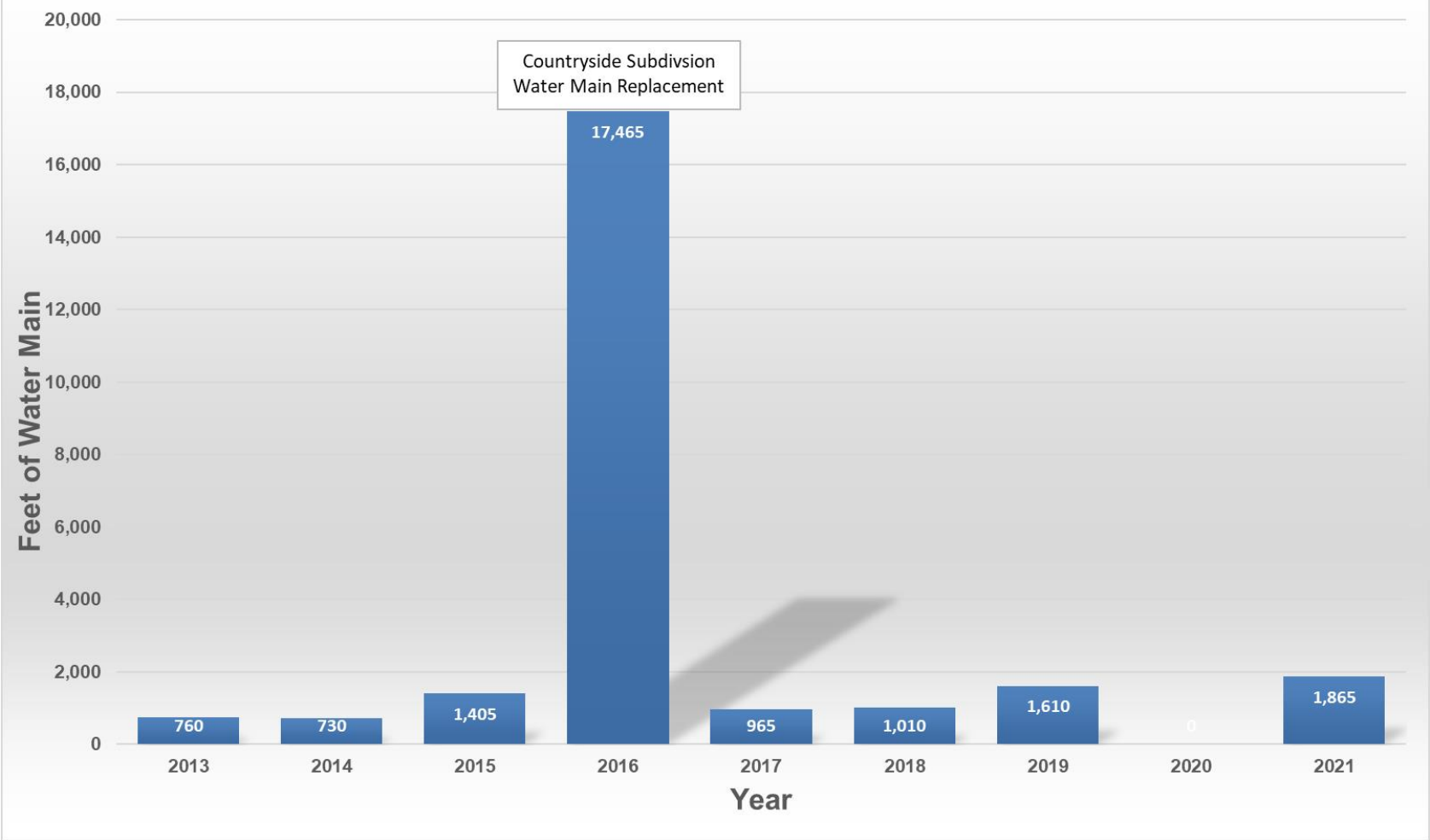
Cast Iron vs Ductile Iron Pipe Water Main (Length)



■ Cast Iron (Pre 1980)

■ Ductile Iron Pipe (Post 1980)

United City of Yorkville Water Main Replacement History





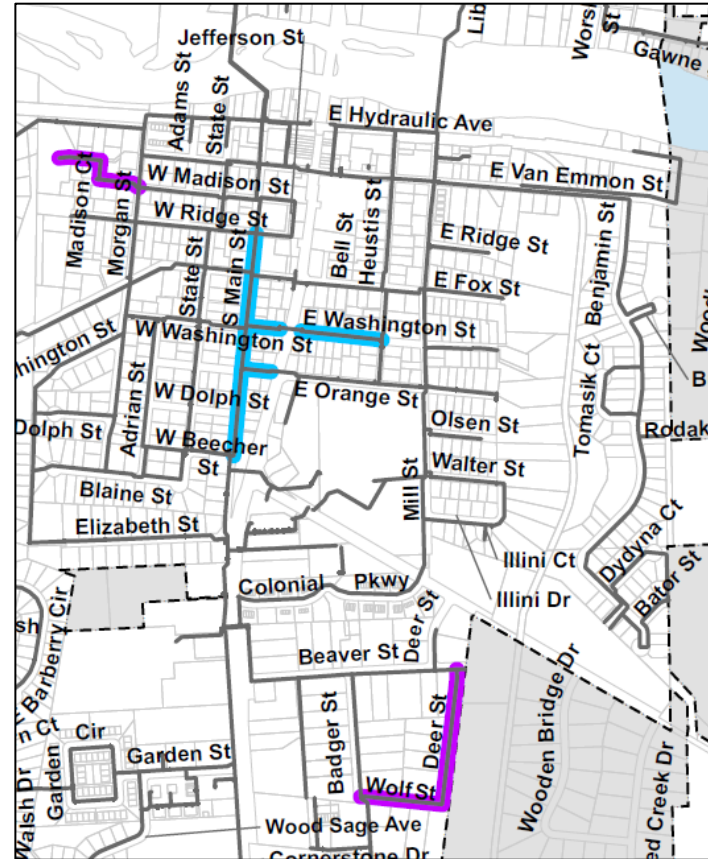
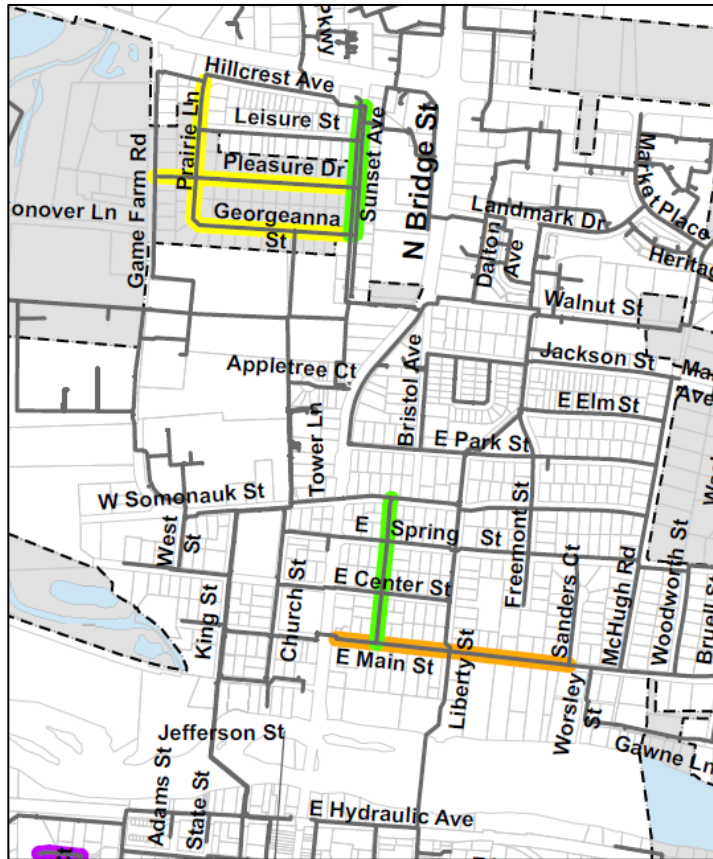
WATER MAIN REPLACEMENT GOALS

- Ductile Iron Pipe has a Useful Life of 100 Years
- Replace 1% per Year
- Equates to Approximately 8,000 Feet per Year
- \$3.0 - \$4.0M per Year



5-Year Water Main Replacement Plan

- Replace \approx 2,500 Feet or \$1.0 Million Annually; Increase Over Time
- Replace All Pre 1949 Water Main
- Replacement of High-Water Main Break Areas



Legend

5 Year Improvement Plan

2022

2023

2024

2025

2026

Existing Water Main



**Questions or
Comments?**