

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, October 19, 2021 6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: September 21, 2021

New Business:

- 1. PW 2021-57 Water Department Reports for February September 2021
- 2. PW 2021-58 Capital Improvements Summary
- 3. PW 2021-59 Quarterly Bond and Letter of Credit Reduction Summary
- 4. PW 2021-60 2022 Roads to Better Roads Design Engineering Agreement
- 5. PW 2021-61 Wheel Loader Purchase
- 6. PW 2021-62 Cannonball Trail Improvements Update
- 7. PW 2021-63 Gas N Wash Yorkville Security Release
- 8. PW 2021-64 Meeting Schedule for 2022

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, October 19, 2021 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:	
MINUTES FOR CORRECTION/APPROVAL:	
1. September 21, 2021	
Approved	
☐ As presented	
☐ With corrections	
NEW BUSINESS:	
1. PW 2021-57 Water Department Reports for February – September 2021	
☐ Moved forward to CC	
☐ Approved by Committee	
☐ Bring back to Committee	
☐ Informational Item	
□ Notes	

2. PW 2021-58 Capital Improvements Summary Moved forward to CC	 	
□ Approved by Committee □ Bring back to Committee □ Informational Item □ Notes 3. PW 2021-59 Quarterly Bond and Letter of Credit Reduction Summary □ Moved forward to CC □ Approved by Committee □ Informational Item □ Informational Item □ Notes 4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement □ Moved forward to CC □ Approved by Committee □ Bring back to Committee □ Bring back to Committee □ Informational Item	2.	
□ Bring back to Committee □ Informational Item □ Notes □ Notes □ Notes □ Moved forward to CC □ Approved by Committee □ Informational Item □ Notes □ Informational Item □ Notes □ Approved by Committee □ Informational Item □ Notes □ Approved by Committee □ Informational Item □ Notes □ Informational Item □ Notes □ Informational Item □ Notes □ Informational Item □ Inf		
Informational Item		
Notes		
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□ Approved by Committee □ Bring back to Committee □ Informational Item □ Notes 4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement □ Moved forward to CC □ Approved by Committee □ Bring back to Committee □ Informational Item	3.	PW 2021-59 Quarterly Bond and Letter of Credit Reduction Summary
Bring back to Committee Informational Item Notes 4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item		☐ Moved forward to CC
☐ Informational Item ☐ Notes ☐ Notes ☐ Notes ☐ Notes ☐ Was 2021-60 2022 Roads to Better Roads — Design Engineering Agreement ☐ Moved forward to CC ☐ Approved by Committee ☐ Bring back to Committee ☐ Informational Item		☐ Approved by Committee
Notes 4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item		☐ Bring back to Committee
4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item		☐ Informational Item
 ☐ Moved forward to CC ☐ Approved by Committee ☐ Bring back to Committee ☐ Informational Item 		□ Notes
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 ☐ Moved forward to CC ☐ Approved by Committee ☐ Bring back to Committee ☐ Informational Item 	 4.	PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement
 □ Approved by Committee □ Bring back to Committee □ Informational Item 		
☐ Bring back to Committee		
☐ Informational Item		
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5.	PW 2021-61 Wheel Loader Purchase
	☐ Moved forward to CC
	☐ Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
6.	PW 2021-62 Cannonball Trail Improvements – Update
	☐ Moved forward to CC
	Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
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7.	PW 2021-63 Gas N Wash Yorkville – Security Release
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	☐ Informational Item
	Notes

8.	PW 2021-64 Meeting Schedule for 2022	
	☐ Moved forward to CC	
	☐ Approved by Committee	
	☐ Bring back to Committee	
	☐ Informational Item	
	□ Notes	
ADD	ITIONAL BUSINESS:	



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

	_		
Agenda	Item	Num	ber

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – September 21, 2021			
Meeting and Date:	Public Works Committee –	October 19, 2021	
Synopsis:			_
Council Action Prev	viously Taken:		
Date of Action:	Action Take	n:	
Item Number:			
Type of Vote Requi	red: Majority		_
Council Action Req	uested: Committee Approva	<u>.1</u>	_
Submitted by:	Minute Taker		
	Name	Department	
	Agenda Ite	m Notes:	

DRAFT

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, September 21, 2021, 6:00pm Yorkville City Hall, <u>Council Chambers</u> 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 Jason Peterson, via Zoom Alderman Ken Koch, in-person Alderman Joe Plocher, in-person

Other City Officials

City Administrator Bart Olson, in-person Assistant City Administrator Erin Willrett, in-person Public Works Director Eric Dhuse, in-person Engineer Brad Sanderson, EEI, in-person

Other Guests: none

The meeting was called to order at 6:00pm by Chairman Matt Marek and he read the above proclamation from Governor Pritzker.

Citizen Comments: None

<u>Previous Meeting Minutes</u>: August 17, 2021 The minutes were approved as presented.

New Business:

1. PW 2021-53 Solid Waste RFP Contract

Ms. Willrett said an RFP had been drafted and it was presented for committee review. She said the previous RFP was done 5 years ago and composting and electronic recycling were added. This time hazardous household waste was added along with dumpsters for all city buildings, porta-potties, handwashing stations for special events and dumpsters for the new city building. The potential list of haulers is greatly reduced. The committee recommendation was to move this forward to the full Council and bids will be back by month's end. Mr. Olson added that staff is uncertain at this point if the haulers will pick up hazardous household waste.

2. PW 2021-54 Pavement Management Plan Update

Mr. Sanderson showed a PowerPoint presentation of a proposed plan for road improvements. The plan has a \$1.5 million budget which will be reviewed annually to insure funds are available. Rebuild Illinois funds may also be available. He said the worst street in the city, Baseline Road, is not included in the plan. An additional \$450,000 to \$650,000 would be needed for Baseline alone. Kendall County will re-design the Cannonball Rd. curve and grade and that proposal will be brought forward next month. The County hopes for a 50/50 cost split between them and Bristol township with a city portion of about \$250,000. An inter-governmental agreement will also be needed between the city and township. The County is working now on the land acquisition.

The overall management plan would evaluate how each street ranks on the "deterioration curve", said Mr. Sanderson and an outside firm will conduct tests to make these determinations. Evaluations were done in 2013 and 2018 and 113.5 miles of road were examined in the last evaluation. He showed several more slides with various statistics and charts. He made a recommendation to do an evaluation now, then again in 2025 and then each 7 years. After the year 2025, he said many of the subdivisions would need to be considered since many were built in the 1990's. Mr. Sanderson hopes to let bids in February for better rates. The committee approved moving the plan forward to the full Council.

3. PW 2021-55 Water Conservation Ordinance Update

At the August meeting, Mr. Sanderson gave an overview related to city ordinance updates to comply with requirements for a Lake Michigan allocation permit. The ordinance updates were reviewed by the city attorney and Mr. Dhuse and some changes will be made.

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

Mr. Sanderson said a discussion of reducing non-revenue water will be needed along with evaluating water losses. If the city chooses Lake Michigan as their water source, the city will need to comply with various requirements such as the non-revenue water use, obtain allocation permit and must have less than 10% water loss. The IDNR oversees this process.

Mr. Sanderson said there is a big movement in the U.S. to control water loss. He said the American Waterworks Association has software and a manual on how to calculate water loss. He presented charts showing water loss and use. Also, ten years of water history is required for a permit. The city will need to compile a water reduction plan if Lake Michigan is chosen, noting that the city is currently at slightly over 12% of water loss. Outdated meters and watermain may also need to be replaced. A watermain replacement program will be needed along with a tracking mechanism for the 150 miles of watermain in the city. Mr. Sanderson recommended forwarding the plan to the City Council for discussion.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:45pm.

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



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

Agenda Item Number
New Business #1
Tracking Number
PW 2021-57

Agenda Item Summary Memo

Title: Water Department Reports for February – September 2021				
Meeting and Date:	Public Works Committee –	October 19, 2021		
Synopsis: Monthly	water reports as required by	IEPA		
Council Action Prev	viously Taken:			
Date of Action:	Action Take	n:		
Item Number:				
Type of Vote Requir	red: Majority			
Council Action Req	uested: Approval			
		_		
Submitted by:		Public Works		
	Name	Department		
	Agenda Ito	m Notes:		



Feb 2021 MONTH / YEAR

WELLS

NO	WELL DEPTH	PUMP DEPTH	WATER ABOVE PUMP	THIS MONTH'S PUMPAGE
	(FEET)	(FEET)	(FEET)	(GALLONS)
4	1386	664	281	16,443,000
7	1527	1125	430	8,056,200
8	1384	840	449	16,609,000
9	1368	861	220	8,981,000
			TOTAL TREATED	50,089,200

		TOTAL	TREATED	50,0	89,200	
CURRENT MONTH'S F	PUMPAGE IS	1,838,200	GALLONS LE	SS THAN LAST MO	NTH	
		2,185,000	GALLONS M	ORE THAN LAST Y	EAR	
DAILY AVERAGE PUM	IPED:	1,723,250	GALLONS			
DAILY MAXIMUM PUR	MPED:	2,298,000	GALLONS			
DAILY AVERAGE PER	CAPITA USE:	80.30	GALLONS			
WATER TREATMEN	Т:					
CHLORINE:	1064 LBS. FED		CALCULATED CON	ICENTRATION:	2.84	_ MG/L
FLUORIDE:		1	MEASURED CONCE	ENTRATION:	0 <u>.79</u>	_ MG/L
POLYPHOSPHATE:	1129 LBS. FEI) (CALCULATED CON	CENTRATION: _	1.05	MG/L
WATER QUALITY:						
BACTERIOLOGICAL S 23SATIS			VIRONMENTAL PF NSATISFACTORY (NCY:	
FLOURIDE: 9	SAMPLE(S) TAKEN		CONCENT	RATION: <u>0.78</u>	MG/L	
MAINTENANCE:						
NUMBER OF METERS REPLACED: NUMBER OF LEAKS OR BREAKS REPAIRED:						
NEW CUSTOMERS:	MXU'S: <u>0</u>		BATTE	RIES REPLACED:		
RESIDENTIAL: 20	COM	MERCIAL:	0INDU	JSTRIAL/GOVERN	IMENTAL: _	
COMMENTS:						



<u>March</u> 2021 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

PUMP DEPTH

WELLS

NO

COMMENTS:

WELL DEPTH

ļ		(FEET)	(FEET)	(FEET)	(GALLONS)
	4	1386	664	281	18,678,000
	7	1527	1125	430	8,379,900
	8	1384	840	449	16,522,000
	9	1368	861	220	6,265,000
,				TOTAL TREATED	49,844,900
CURRENT MONTH'S PUMPAGE IS			S		ORE THAN LAST MONTH
D	AILY	AVERAGE PUMPED:	1,60	7,900 GALLONS	
D	AILY	MAXIMUM PUMPED:	2	,189,000 GALLONS	
D	AILY	AVERAGE PER CAPI	TA USE:7	5.60 GALLONS	
M	VATE	R TREATMENT:			
CHLORINE: 1189 LBS. FED FLUORIDE: 0 LBS. FED POLYPHOSPHATE: 1116 LBS. FED			LBS. FED	MEASURED CONCE	CENTRATION: 3.04 MG/L ENTRATION: 0.69 MG/L CENTRATION: 1.00 MG/L
WATER QUALITY:					
W			<u>10</u>	G.12001 (725 00)	
	ATE	R QUALITY:	ES ANALYZED BY ILLI	NOIS ENVIRONMENTAL PR UNSATISFACTORY (OTECTION AGENCY:
B	ACTE	R QUALITY:	ES ANALYZED BY ILLI DRY	NOIS ENVIRONMENTAL PR UNSATISFACTORY (OTECTION AGENCY:
B.	ACTE	R QUALITY: RIOLOGICAL SAMPL23SATISFACTO	ES ANALYZED BY ILLI DRY	NOIS ENVIRONMENTAL PR UNSATISFACTORY (OTECTION AGENCY: EXPLAIN)
B. FI	ACTE LOUR.	R QUALITY: RIOLOGICAL SAMPL 23 SATISFACTO IDE: 9 SAMPL FENANCE: UMBER OF METERS	ES ANALYZED BY ILLI DRY _ LE(S) TAKEN	NOIS ENVIRONMENTAL PR UNSATISFACTORY (CONCENTE NUMBER OF LEAKS O	OTECTION AGENCY: EXPLAIN)
B. FI M	ACTE LOUR: NI EW C	R QUALITY: RIOLOGICAL SAMPL 23 SATISFACTO IDE: 9 SAMPL FENANCE: UMBER OF METERS	ES ANALYZED BY ILLI DRY _E(S) TAKEN REPLACED:8_ 1XU'S:26	NOIS ENVIRONMENTAL PR UNSATISFACTORY (CONCENTE NUMBER OF LEAKS O BATTE	OTECTION AGENCY: EXPLAIN) RATION: 0.69 MG/L R BREAKS REPAIRED: 1



April 2021 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

WELLS

NO

COMMENTS:

WELL DEPTH

PUMP DEPTH

	NO	(FEET)	(FEET)	(FEET)	(GALLONS)	
	4	1386	664	283	16,036,000	
	7	1527	1125	735	9,809,400	
	8	1384	840	453	14,394,000	
	9	1368	861	527	12,658,000	
•	TOTAL PUMPED 52,897,400					
С	CURRENT MONTH'S PUMPAGE IS 3,052,500 GALLONS MORE THAN LAST MONTH 6,831,400 GALLONS MORE THAN LAST YEAR					
D	AILY	AVERAGE PUMPED:	1,76	3,247GALLONS		
D	DAILY MAXIMUM PUMPED: 2,236,000 GALLONS DAILY AVERAGE PER CAPITA USE: 82.60 GALLONS WATER TREATMENT:					
Fl	HLOR LUOR: DLYPI	IDE:(11_LBS. FED DLBS. FED 11LBS. FED	CALCULATED CON MEASURED CONCE CALCULATED CON	NTRATION: 0.67 MG/L	
W	ATE	R QUALITY:				
B	BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: UNSATISFACTORY (EXPLAIN)					
Fl	.OUR	IDE: <u>6</u> SAMPI	LE(S) TAKEN	CONCENT	RATION: <u>0.67</u> MG/L	
М	AINT	TENANCE:				
N			REPLACED: <u>3</u> /XU'S: <u>5</u>		R BREAKS REPAIRED:1 RIES REPLACED:	
RI	RESIDENTIAL: COMMERCIAL:					



<u>May</u> 2021 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

PUMP DEPTH

WELLS

NO

COMMENTS:

WELL DEPTH

NO	(FEET)	(FEET)	(FEET)	(GALLONS)	
4	1386	664	386	16,036,000	
7	1527	1125	405	9,809,400	
8	1384	840	550	14,394,000	
9	1368	861	527	12,658,000	
TOTAL PUMPED 52,897,400					
CURR	CURRENT MONTH'S PUMPAGE IS 9,783,300 GALLONS MORE THAN LAST MONTH 8,933,400 GALLONS MORE THAN LAST YEAR				
DAILY	AVERAGE PUMPED:	2,02	1,958 GALLONS		
DAILY	DAILY MAXIMUM PUMPED: 2,560,000 GALLONS DAILY AVERAGE PER CAPITA USE: 95.51 GALLONS WATER TREATMENT:				
CHLO		32 LBS. FED	CALCULATED CON	<u> </u>	
FLUOF			MEASURED CONCE		
POLYF	PHOSPHATE: 12	88 LBS. FED	CALCULATED CON	CENTRATION: 0.91 MG/L	
8	R QUALITY:				
BACTE	RIOLOGICAL SAMPL 23_SATISFACT		NOIS ENVIRONMENTAL PR UNSATISFACTORY (
FLOUF	RIDE: 3 SAMP	LE(S) TAKEN	CONCENT	RATION: <u>0.59</u> MG/L	
MAIN	TENANCE:				
	NUMBER OF METERS N CUSTOMERS:	REPLACED: <u>3</u> MXU'S: <u>3</u>		OR BREAKS REPAIRED: RIES REPLACED:	
RESID	ENTIAL: 34	COMMERCIA	L: 0 INDU	STRIAL/GOVERNMENTAL:	



<u>June</u> 2021 MONTH / YEAR

WATER ABOVE PUMP

(FEET)

THIS MONTH'S PUMPAGE

(GALLONS)

PUMP DEPTH

(FEET)

WELLS

NO

COMMENTS:

WELL DEPTH

(FEET)

	+					
4	1386	664	386	25,844,000		
7	1527	1125	405	13,663,500		
8	1384	840	550	27,725,000		
9	1368	861	507	4,364,000		
			TOTAL PUMPED	71,596,500		
CURR	CURRENT MONTH'S PUMPAGE IS 8,915,800 GALLONS MORE THAN LAST MONTH 2,008,000 GALLONS MORE THAN LAST YEAR					
DAILY	AVERAGE PUMPED:	2,02	1,958 GALLONS			
DAILY	DAILY MAXIMUM PUMPED: 2,309,565 GALLONS DAILY AVERAGE PER CAPITA USE: 108.35 GALLONS WATER TREATMENT:					
FLUOF	CHLORINE: 1892 LBS. FED CALCULATED CONCENTRATION: 3.38 MG/L FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.56 MG/L POLYPHOSPHATE: 1670 LBS. FED CALCULATED CONCENTRATION: 1.04 MG/L					
WATE	R QUALITY:					
BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: SATISFACTORY UNSATISFACTORY (EXPLAIN)						
FLOURIDE:3 SAMPLE(S) TAKEN CONCENTRATION:0.56 _ MG/L						
MAIN	TENANCE:					
	NUMBER OF METERS	REPLACED: <u>13</u> MXU'S: <u>8</u>		OR BREAKS REPAIRED: RIES REPLACED:		
NEW	CUSTOMERS:					
RESID	RESIDENTIAL: COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:					



WELL DEPTH

PUMP DEPTH

United City of Yorkville WATER DEPARTMENT REPORT

<u>July</u> 2021 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

WELLS

NO

COMMENTS:

		(FEET)	(FEET)	(FEET)	(GALLONS)				
	4	1386	664	394	25,586,000				
	7	1527	1125	305	11,343,000				
	8	1384	840	565	20,794,000				
	9	1368	861	517	5,859,000				
٠	11	,		TOTAL PUMPED	63,582,000				
С	CURRENT MONTH'S PUMPAGE IS 8,014,500 GALLONS LESS THAN LAST MONTH								
					10RE THAN LAST YEAR				
D	AILY	AVERAGE PUMPED:	2,05	GALLONS GALLONS					
D	AILY	MAXIMUM PUMPED	2	,796,000 GALLONS					
D	AILY	AVERAGE PER CAPI	TA USE: 93	GALLONS					
V	VATE	R TREATMENT:							
F P	CHLORINE: 1713 LBS. FED CALCULATED CONCENTRATION: 3.45 MG/L FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.88 MG/L POLYPHOSPHATE: 1552 LBS. FED CALCULATED CONCENTRATION: 1.09 MG/L								
		R QUALITY:	ES ANALYZED BY III I	NOIS ENVIRONMENTAL PR	OTECTION AGENCY:				
D.	ACILI	23 SATISFACT			(EXPLAIN) Two of our monthly samples				
te	sted po	sitive for Total Chloroform	– samples were retaken as we	ell as upstream and downstream from	m sample points and all were clean.				
FI	LOUR:	IDE: 3 SAMP	LE(S) TAKEN	CONCENTI	RATION: <u>0.88</u> MG/L				
M	MAINTENANCE:								
				NUMBER OF METERS REPLACED: NUMBER OF LEAKS OR BREAKS REPAIRED:					
	N								
N			REPLACED: <u>18</u> MXU'S: <u>7</u>		OR BREAKS REPAIRED: ERIES REPLACED:				



August 2021 MONTH / YEAR

WATER ABOVE PUMP

THIS MONTH'S PUMPAGE

PUMP DEPTH

WELLS

NO

COMMENTS:

WELL DEPTH

INO	(FEET)	(FEET)	(FEET)	(GALLONS)	
4	1386	664	389	22,266,000	
7	1527	1125	346	11,899,000	
8	1384	840	565	17,281,000	
9	1368	861	517	13,247,000	
TOTAL PUMPED 64,693,000					
CURRENT MONTH'S PUMPAGE IS 1,111,000 GALLONS MORE THAN LAST MONTH 13,866,800 GALLONS LESS THAN LAST YEAR					
DAILY	AVERAGE PUMPED:	2,08	6,871 GALLONS		
DAILY	DAILY MAXIMUM PUMPED: 2,356,000 GALLONS DAILY AVERAGE PER CAPITA USE: 95.89 GALLONS WATER TREATMENT:				
CHIOE	ITALE: 4.0	74 100 550	CALCULATED COM	CENTRATION. 2.20 MC/	
CHLOR		74_LBS. FED LBS. FED	CALCULATED CON MEASURED CONCE		
		92 LBS. FED	CALCULATED CON-		
WATE	R QUALITY:			,	
·	THE RESIDENCE OF THE RESIDENCE		NOIS ENVIRONMENTAL PR UNSATISFACTORY (
FLOUR	IDE: 3 SAMP	LE(S) TAKEN	CONCENTE	RATION: <u>0.68</u> MG/L	
MAIN	TENANCE:				
		REPLACED: <u>27</u> /IXU'S: <u>29</u>		R BREAKS REPAIRED:1_ RIES REPLACED:	
RESIDENTIAL: 36 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL:					



WELL DEPTH

(FEET)

United City of Yorkville WATER DEPARTMENT REPORT

September 2021 MONTH / YEAR

WATER ABOVE PUMP

(FEET)

THIS MONTH'S PUMPAGE

(GALLONS)

PUMP DEPTH

(FEET)

WELLS

NO

COMMENTS:

_						
4	1386	664	399	20,905,000		
7	1527	1125	370	13,999,200		
8	1384	840	570	17,391,000		
9	1368	861	527	67,522,200		
			TOTAL PUMPED	67,522,200		
CURRENT MONTH'S PUMPAGE IS				ORE THAN LAST MONTH		
DAIL	Y AVERAGE PUMPED:	2,25	60,740 GALLONS			
DAIL	DAILY MAXIMUM PUMPED: 2,681,000 GALLONS DAILY AVERAGE PER CAPITA USE: 103.57 GALLONS WATER TREATMENT:					
CHLC	CHLORINE:1698 LBS. FED CALCULATED CONCENTRATION:3.20MG/L					
		0 LBS. FED		ENTRATION: <u>0.68</u> MG/L		
POLY	PHOSPHATE: <u>16</u>	17 LBS, FED	CALCULATED CON	CENTRATION: 1.07 MG/L		
WAT	ER QUALITY:					
BACT	BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: SATISFACTORY UNSATISFACTORY (EXPLAIN)					
FLOU	RIDE: 3 SAMP	LE(S) TAKEN	CONCENT	RATION: <u>0.68</u> MG/L		
MAII	NTENANCE:					
	NUMBER OF METERS I CUSTOMERS:	REPLACED: <u>17</u> MXU'S: <u>43</u>		R BREAKS REPAIRED:1_ RIES REPLACED:		
RESI	DENTIAL: 39	COMMERCIA	L: 0 INDU	STRIAL/GOVERNMENTAL:		



Reviewed By:	
Legal	
Finance	ш
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	Ш
Public Works	ΙП

Parks and Recreation

Agenda Item Number
New Business #2
Tracking Number
PW 2021-58

Agenda Item Summary Memo

Title: Capital Project Update					
Meeting and Date:	Public Works Committee – C	ctober 19, 2021			
Synopsis: Status Up	odate				
		_			
Council Action Pre	viously Taken:				
Date of Action:	Action Taken:				
Item Number:					
Type of Vote Requi	red:				
Council Action Req	uested: None				
Submitted by:		Engineering			
	Name	Department			
	Agenda Item	Notes:			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: October 12, 2021

Subject: Capital Improvement Projects Update

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

Construction Projects

2021 RTBR Program

The contractor is substantially complete. Restoration to be monitored into spring 2022.

Mill Road Reconstruction

The contractor has completed approximately 60% of the work. Waiting for Nicor to relocated/lower existing gas main. Work is to be completed by November 1, 2021.

Elizabeth and Appletree Court Water Main Improvements

The contractor is substantially complete. Restoration to be monitored into spring 2022.

Fox Hill Improvements (Rebuild Illinois)

Concrete work is 60% complete. Phase 3 and 4 paving operations to begin October 16th. Work is to be completed by October 29, 2021

2021 Sidewalk Replacement

Work has begun and will be completed by November 1, 2021

Beaver Street BPS Generator

Work is expected to start first week of October and be completed by January 2022.

Planning/Design Projects

Well No. 4 Rehabilitation

Design engineering has commenced.

Well No. 7 Rehabilitation and WTP Media Replacement

Design engineering has commenced.

Kennedy and Mill Road Intersection Improvements

Design engineer is approximately 80% complete.

Bristol Ridge Road LAFO

Design engineering has commenced.

E. Main Street Improvements

Design engineering has commenced,



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	

Parks and Recreation

Agenda Item Number
New Business #3
Tracking Number
PW 2021-59

Agenda Item Summary Memo

Title: Bond/LOC R	eduction Summary – September 3	0, 2021
Meeting and Date:	Public Works Committee – Octo	ober 19, 2021
Synopsis: Informati	onal	
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red:	
Council Action Req	uested: Informational	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item N	otes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: October 12, 2021

Subject: 2021 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through September 30, 2021. If you have any questions, please let me know.

2021 Bond and Letter of Credit Reduction Report

		Engineer	City Administrator	Mayor				
Date	Development/Project	Concurrence	Concurrence	Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
1/12/2021	Grande Reserve - Unit 23	X	X		Х		\$ 1,024,153.05	\$ 856,777.79
1/25/2021	Popeye's - Lot 4 Mendards Commmons	X	X			Χ	\$ 40,892.00	\$ 40,892.00
3/23/2021	Kendall Marketplace Townhomes - Lot 52 (Phase 1)	Х	Х		Х		\$ 612,355.00	\$ 163,898.00
5/4/2021	Restore Church	Х	Х			Χ	\$ 9,600.00	\$ -



Reviewed By:
Legal
Finance
Engineer
City Administrator
Community Development
Purchasing
Police

Agenda Item Number	
New Business #4	
Tracking Number	
PW 2021-60	
_	

Agenda Item Summary Memo

Public Works Parks and Recreation

Title: 2022 Roads to	Better Roads – Des	sign Engineering Agreement
Meeting and Date:	Public Works Com	nmittee – October 19, 2021
Synopsis:		
Council Action Prev	oiously Taken:	
Date of Action:	Act	tion Taken:
Item Number:		
Type of Vote Requir	red: Majority	
Council Action Req	uested: Approval	
Submitted by:		Administration
	Name	Department
	Ag	genda Item Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: October 14, 2021

Subject: 2022 Road to Better Roads (RTBR) Program

Summary

Approval of a design engineering agreement with EEI for the 2022 Road to Better Roads (RTBR) program.

Background

The City Council last discussed this project during the September 28, 2021 City Council meeting. At that meeting, the Council reviewed a pavement management plan update from staff and endorsed a multi-year Road to Better Roads program (attached). Accordingly, EEI has submitted a design engineering agreement for our consideration.

The attached design engineering agreement contains a \$68,068 fixed fee amount. This amount is included in the FY 22 budget. A construction engineering agreement for the 2022 RTBR program will be brought forward at a later date.

Recommendation

Staff recommends approval of a design engineering agreement with EEI for the 2022 RTBR program.

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Lump Sum in the amount of \$68,068.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with

requirements imposed by the Internal Revenue Services for withholding and reporting
federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen
Resident Alien Non-Resident Alien The Internal Revenue Service requires that
taxes be withheld on payments made to non resident aliens for the performance of
personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its
Federal Tax Payer Identification Number or Social Security Number is (provided
separately) and is doing business as a (check one): Individual Real Estate
Agent Sole Proprietorship Government Entity Partnership Tax
Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation
Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

> **Standard Terms and Conditions Attachment A:**

Scope of Services **Attachment B:**

Estimated Level of Effort and Associated Cost **Attachment C:**

Anticipated Project Schedule **Attachment D:**

Location Map **Attachment E:**

City Clerk

2021 Standard Schedule of Charges **Attachment F:**

L. Notices:

All notices required to be given under tanddressed to the parties as follows:	the terms of this agreement shall be given mail,
For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in we persons in connection with required notice	vriting from time to time substitute addresses or ces.
Agreed to thisday of	, 2021.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer / President
Jori Behland	Joseph W. Cwynar, P.E.

Senior Project Manager

2022 Roads to Better Roads Program – Design Engineering United City of Yorkville

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes

thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B – Scope of Services

Design Engineering:

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
 - o BLR14220 Resolution
 - o BLR14222 Municipal Estimate of Maintenance Costs
 - o BLR11510 Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
 - o BLR 12200 Local Public Agency Formal Contract Proposal
 - o BLR 12201 Schedule of Prices
 - o BLR 12230 Local Agency Proposal Bid Bond
 - o BLR 12325 Apprenticeship Certification
 - o BLR 12326 Affidavit of Illinois Business Office
 - o BC57 Affidavit of Availability
 - o Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - o BLR 11310 Special Provisions
 - District Three Special Provisions
 - O Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Existing/Proposed Typical Sections
 - o Prevailing Wage
 - Highway Standards
 - o City Standards/Details
 - o Core Report (Provided by Rubino Engineering)
 - o CCDD Documents (Provided by Rubino Engineering)
 - O Quantity Breakdown by Street
 - Aster Drive (Walsh Circle to Walsh Circle)
 - Bruell Street (E. Main Street to South End)
 - Buckthorne Court (West End to Walsh Drive)
 - Burning Bush Drive (West End to Walsh Drive)
 - Cannonball Trail (Blackberry Shore Lane to John Street)
 - Columbine Court (Walsh Circle to North End)
 - Columbine Drive (Walsh Circle to Walsh Drive)

2022 Roads to Better Roads Program United City of Yorkville Professional Services Agreement Design Engineering Attachment B - Scope of Services

- Coralberry Court (North End to Burning Bush Drive)
- Crimson Lane (Countryside Parkway to North End)
- E. Main Street (Sanders Court to Bruell Street)
- Hawthorne Court (West End to Walsh Drive)
- Prairie Pointe Drive (McHugh Road to Crimson Lane)
- Spice Bush Court (Walsh Drive to East End)
- Sunflower Court (Walsh Drive to East End)
- W. Barberry Circle (Walsh Drive to Walsh Drive)
- Walsh Circle (Walsh Drive to Walsh Drive)
- Walsh Court (Walsh Drive to West End)
- Walsh Drive (Greenbriar Road to IL Route 47)
- Worsley Street (E. Main Street to South End)
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



ATTACHMENT C - ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES



Outstanding Service ~ Every Client ~ Every Day

2022 ROADS TO BETTER ROADS PROGRAM - DESIGN ENGINEERING United City of Yorkville

		ENTITY:		ENGINE	ERING			SURVEYING		DR	AFTING	ADMIN.	WORK	
			PRINCIPAL		SENIOR		SENIOR		SENIOR		SENIOR		ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITEM			CHARGE	MANAGER	ENGINEER	ENGINEER	MANAGER	MANAGER	TECHNICIAN II	MANAGER	TECHNICIAN	ADMIN.	SUMM.	ITEM
NO.	WORK ITEM	HOURLY RATE:	\$217	\$185	\$162	\$147	\$206	\$185	\$158	\$158	\$147	\$70		
DESIGN	ENGINEERING													
2.1	Project Management and Administration		6	32	8								46	\$ 8,518
2.2	Project Meetings (2 meetings)		4	4	4	6							18	\$ 3,138
2.3	Geotechnical Investigation (Coordination, Field Work,	Review Report)		2	2	6							10	\$ 1,576
2.4	Analyze/Finalize Roadway Rehabilitation Methods			4	2	6							12	\$ 1,946
2.5	Site Review, Identification of Required Improvements			2	24	56							82	\$ 12,490
2.6	Prepare Pre-Final Bid Package/Exhibits- 50%			2	16	40					12		70	\$ 10,606
2.7	Prepare Pre-Final Bid Package/Exhibits - 90%			4	24	40					12		80	\$ 12,272
2.8	Prepare Engineer's Opinion of Probable Construction	Cost - 90%	2	2	4	6							14	\$ 2,334
2.9	Submit Bid Package for IDOT Review			2	4	6						2	14	\$ 2,040
2.10	Revise and Resubmit Bid Package for IDOT Approval/	Advertisement		2	2	4					4		12	\$ 1,870
2.11	Bidding and Contracting		2	4	4	8						4	22	\$ 3,278
		PROJECT TOTAL:	14	60	94	178		-			28	6	380	60,068

DIRECT EXPENSES					
Printing =	\$	250			
CCDD Testing & Cores (Rubino) =	\$	7,750			
DIRECT EXPENSES =	\$	8,000			

LABOR SUMMARY	
Engineering Expenses =	\$ 55,532
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 4,116
Administrative Expenses =	\$ 420
TOTAL LABOR EXPENSES =	\$ 60,068

TOTAL EXPENSES = \$ 68,068

G. Public Vorkville V2021 VO2142-P.2022. Road. Program VPSAIDe sign. PSAIJ4 - Attachment. C. - Fee. Estimate - VO2142-P.xlsxijFee. Summary - design. only all the contractions of the contraction of the



ATTACHMENT D: ANTICIPATED PROJECT SCHEDULE

2022 ROADS TO BETTER ROADS PROGRAM UNITED CITY OF YORKVILLE



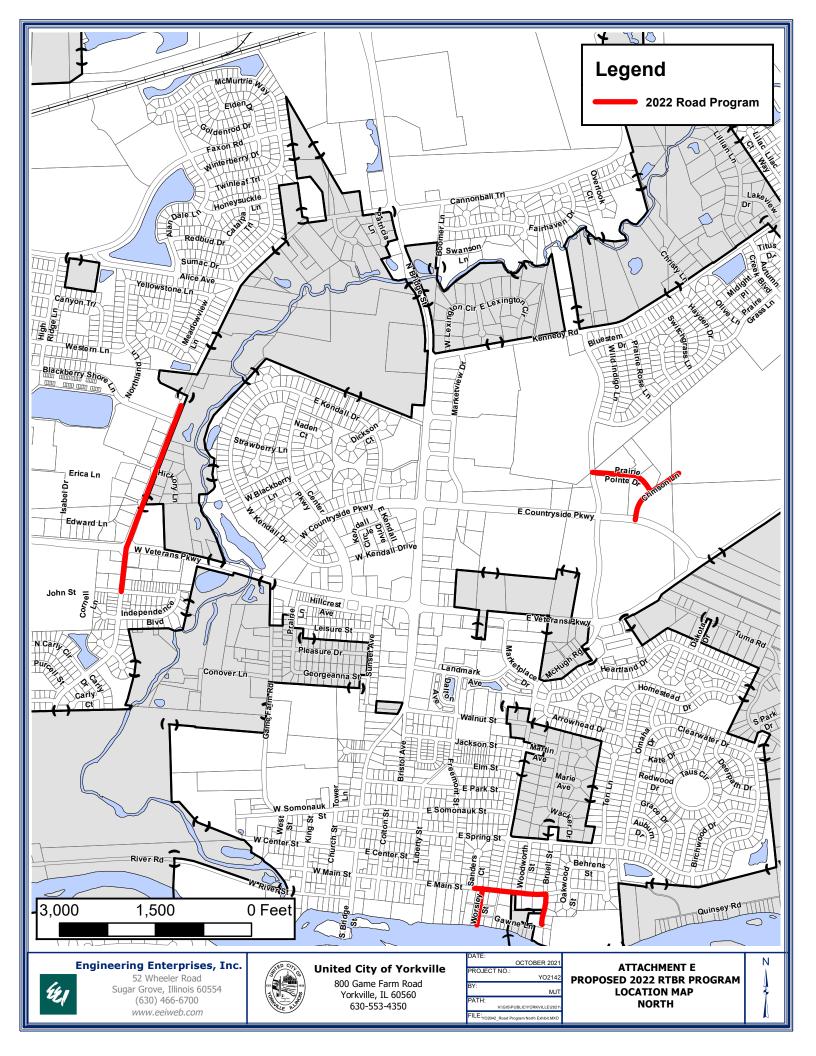
Outstanding Service ~ Every Client ~ Every Day

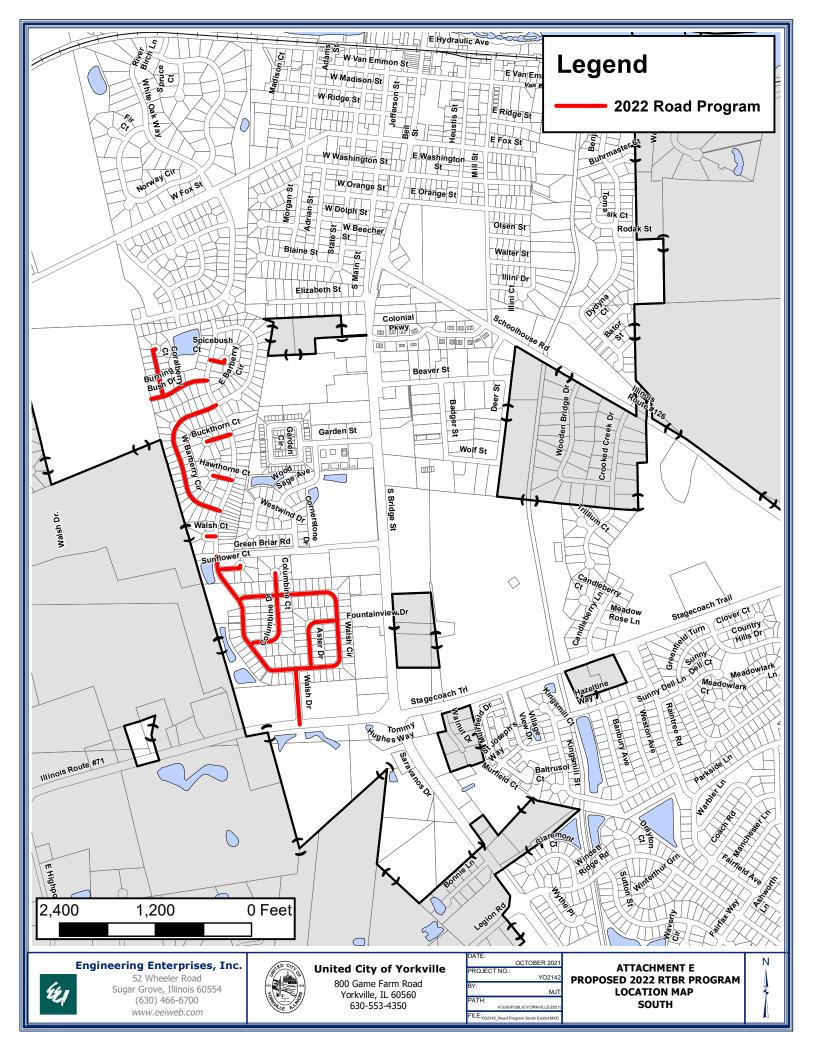
WORK		Year:			2	021															2022	2										
ITEM		Month:	No	ovem	ber		Dece	mbe	er	Ja	anuar	y		Febru	uary		Ма	rch			April	ı		М	ay		J	une			July	y
NO.	WORK ITEM	Week Starting:	1	2 :	3 4	1	2	3	4 1	2	2 3	4	1	2	3 4	1	2	3	4	1	2 3	3 4	1	2	3 4	1 1	2	3	4	1	2	3 4
FINAL D	ESIGN ENGINEERING																															
2.1	Project Management and Administration																															
2.2	Project Meetings																															
2.3	Geotechnical Investigation (Coordination, Field Work, Re	eview Report)																														
2.4	Analyze/Finalize Roadway Rehabilitation Methods																															
2.5	Site Review, Identification of Required Improvements																															
2.6	Prepare Pre-Final Bid Package/Exhibits- 50%																															
2.7	Prepare Pre-Final Bid Package/Exhibits- 90%																															
2.8	Prepare Engineer's Opinion of Probable Construction Co	st - 90%																														
2.9	Submit Bid Package for IDOT Review; IDOT Review																															
2.10	Revise and Resubmit Bid Package for IDOT Approval/Ac	dvertisement																														
2.11	Bidding and Contracting																															

Project Management & QC/QA
Meeting(s)
Bidding and Contracting

Preliminary
Design Work Item
Construction

G:\Public\Yorkville\2021\YO2142-P 2022 Road Program\PSA\Design PSA\[5 - Attachment D - Schedule - YO2142-P.xls]Design Schedule



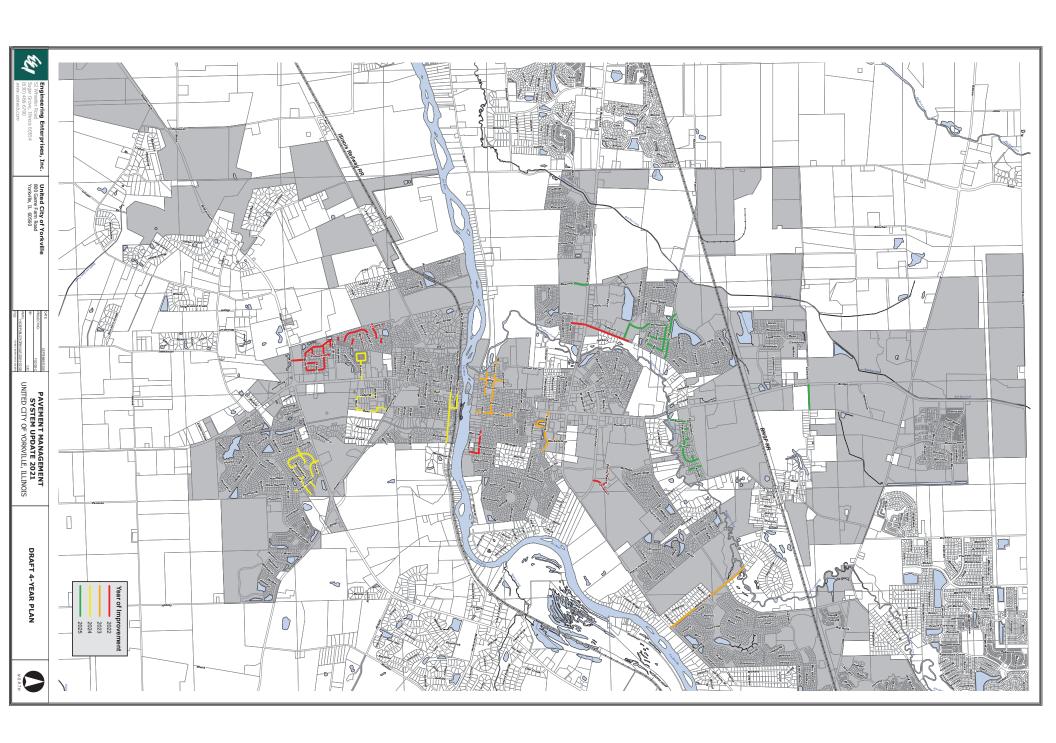




Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00
VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EX Vehicle for Construction Observation In-House Scanning and Reproduction	\$ 15.00	
Reimbursable Expenses (Direct Costs) Services by Others (Direct Costs) Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone Expert Testimony	\$1.00/Sq. Ft. (Color) Cost Cost + 10%	\$ 200.00 \$ 250.00



STREET	FROM	то	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	\$ 62,46
BRUELL STREET	E MAIN STREET	WOODDALE DR	MILL 2", OVERLAY 2"	508	1,580	100	70	63	73	\$ 36,34
BUCKTHORNE COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	374	1,080	100	97	65	86	\$ 27,00
BURNING BUSH DRIVE	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	767	2,182	100	92	63	84	\$ 54,55
CANNONBALL TRAIL	US ROUTE 34	JOHN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	510	2,500	100	88	52	78	\$ 57,50
CANNONBALL TRAIL	US ROUTE 34	BLACKBERRY SHORE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,425	9,700	100	95	71	87	\$ 194,00
COLUMBINE COURT	WALSH CIRCLE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	335	970	100	88	65	83	\$ 24,2
COLUMBINE DRIVE	WALSH DRIVE	WALSH CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	896	2,640	100	95	66	86	\$ 66,00
CORAL BERRY COURT	BURNING BUSH DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	692	2,000	100	94	71	87	\$ 50,0
CRIMSON LANE	COUNTRYSIDE PARKWAY	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,056	3,755	100	90	80	88	\$ 75,1
E MAIN STREET	SANDERS COURT	BRUELL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,125	3,664	100	74	64	75	\$ 73,2
HAWTHORNE COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	312	901	100	82	68	82	\$ 22,52
PRAIRIE POINT DRIVE	MCHUGH ROAD	CRIMSON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,043	3,245	100	86	66	83	\$ 68,9
SPICE BUSH COURT	WALSH DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	266	770	100	89	78	87	\$ 19,2
SUNFLOWER COURT	WALSH DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	344	1,000	100	90	68	84	\$ 25,0
W. BARBERRY CIRCLE	WALSH DRIVE	WALSH DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,930	5,575	100	84	60	79	\$ 128,2
WALSH CIRCLE	WALSH DRIVE	WALSH DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,623	7,900	100	78	69	79	\$ 181,7
WALSH COURT	WALSH DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	292	1,480	100	70	67	76	\$ 37,0
WALSH DRIVE	IL ROUTE 71	GREEN BRIAR ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,683	9,870	100	90	69	78	\$ 227,0
WORSLEY STREET	E MAIN STREET	SOUTH END	MILL 2", OVERLAY 2"	430	620	100	85	45	71	\$ 15,5
MIS	SCELLANEOUS CITY WIDE CRA	ACK SEALING/STRIPING		N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,0
									TOTAL:	\$ 1,515,5

CORNEILS ROAD	COMED ENTRANCE	ELDAMAIN ROAD				\$ 135	5,000

PROPOSED RTBR PROGRAM FUNDING

2023 (FY24) STREET REHABILITATION LIST											
STREET	FROM	то	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	C	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
MIS	MISCELLANEOUS CITY WIDE CRACK SEALING/STRIPING						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

		2024 (F	Y25) STREET REHA	BILITATION	LIST					
STREET	FROM	то	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	\$ 70,7
BELL STREET	E FOX STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	243	760	100	93	39	73	\$ 20,1
CLOVER COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	666	1,924	100	82	71	83	\$ 46,9
COUNTRY HILLS DRIVE	IL ROUTE 71	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,312	7,142	100	93	70	85	\$ 174,2
DEER STREET	IL ROUTE 126	BEAVER STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,821	5,665	100	84	66	80	\$ 138,2
E HYDRAULIC AVENUE	IL ROUTE 47	MILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	836	2,420	100	80	74	84	\$ 64,
E VAN EMMON STREET	IL ROUTE 47	CITY LIMIT	VARIABLE DEPTH MILL, OVERLAY 3"	2,734	10,300	100	95	74	86	\$ 251,3
FAWN RIDGE COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	505	1,459	100	87	73	85	\$ 35,0
GARDEN CIRCLE	GARDEN STREET	GARDEN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,573	4,544	100	89	68	84	\$ 120,
GARDEN STREET	IL ROUTE 47	GARDEN CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	935	3,241	100	94	69	86	\$ 85,9
GREENFIELD TURN	COUNTRY HILLS DRIVE	COUNTRY HILLS DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,195	9,230	100	87	70	82	\$ 225,2
HARVEST TRAIL	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	364	1,132	100	96	72	87	\$ 27,
MEADOWLARK COURT	MEADOWLARK LANE	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	161	895	100	66	76	79	\$ 21,8
MEADOWLARK LANE	GREENFIELD TURN	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	1,306	3,773	100	80	67	84	\$ 92,0
MILL STREET	E VAN EMMON STREET	E HYDRAULIC AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	367	1,000	100	92	71	86	\$ 24,
SUNNY DELL COURT	GREENFIELD TURN	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	564	1,630	100	90	68	84	\$ 39,
SUNNY DELL LANE	GREENFIELD TURN	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	331	1,030	100	84	68	81	\$ 25,
WOLF STREET	DEER STREET	BADGER STREET	VARIABLE DEPTH MILL, OVERLAY 3"	633	1,970	100	87	75	86	\$ 48,
MIS	CELLANEOUS CITY WIDE CRA	ACK SEALING/STRIPING		N/A	N/A	N/A	N/A	N/A	N/A	\$ 70,
						•		•	TOTAL:	\$ 1,582,

		2025 (FY26) STREET REHA	BILITATION L	IST	 	5,0,,,,,,			_	
STREET	FROM	то	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	\$	73,53
ALICE AVENUE	FAXON ROAD	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,377	8,557	100	91	58	79	\$	187,00
ANDREA COURT	OVERLOOK COURT	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	587	1,570	100	91	75	87	\$	39,45
BEECHER ROAD	US ROUTE 34	JOHN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	880	5,075	100	92	71	85	\$	127,54
BLACKBERRY SHORE LANE	NORTHLAND LANE	CANNONBALL TRAIL	MILL 3", OVERLAY 3"	863	4,850	100	95	74	88	\$	132,49
BOOMER LANE	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	950	2,400	100	91	69	85	\$	60,31
CHESHIRE COURT	FAIRHAVEN DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	305	820	100	87	66	83	\$	20,60
CORNEILS ROAD	IL ROUTE 47	CITY LIMIT	VARIABLE DEPTH MILL, OVERLAY 3"	1,320	3,520	100	95	60	83	\$	88,46
DENISE COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	400	1,070	100	88	75	86	\$	26,89
DOVER COURT (N)	NORTH END	FAIRHAVEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	384	1,030	100	81	68	81	\$	25,88
DOVER COURT (S)	FAIRHAVEN DRIVE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	213	570	100	68	68	75	\$	14,32
ESSEX COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	279	690	100	80	71	82	\$	17,34
FAIRHAVEN DRIVE	BOOMER LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,752	7,900	100	87	69	85	\$	198,54
MEADOWVIEW LANE	YELLOWSTONE LANE	RED TAIL LANE	VARIABLE DEPTH MILL, OVERLAY 3"	879	2,540	100	80	64	79	\$	63,83
NEWBURY COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	292	790	100	75	73	81	\$	19,85
NORTHLAND LANE	BLACKBERRY SHORE LANE	YELLOWSTONE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,992	5,690	100	79	72	79	\$	143,00
NORTON LANE	MEADOWVIEW LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	312	832	100	88	71	84	\$	20,91
OVERLOOK COURT	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	669	1,940	100	79	75	83	\$	48,75
RED TAIL COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	282	750	100	78	73	82	\$	18,85
RED TAIL LANE	RED TAIL COURT	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	407	1,180	100	75	63	76	\$	29,65
YELLOWSTONE LANE	NORTHLAND LANE	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	3,790	100	71	69	78	\$	95,25
MIS	CELLANEOUS CITY WIDE CRA	CK SEALING/STRIPING	•	N/A	N/A	N/A	N/A	N/A	N/A	\$	70,00
									TOTAL:	•	1,522,56

STRATEGY	LENGTH	AREA	WEIGHTED AVERAGE DEFLECTION CONDITION	WEIGHTED AVERAGE DYNAMIC CONDITION	WEIGHTED AVERAGE SURFACE CONDITION	WEIGHTED AVERAGE RANK	TOTAL COST				
VARIABLE DEPTH MILL, OVERLAY 3"	4.21	64,628	100	89	77.3	87	\$ 1,818,48				
VARIABLE DEPTH MILL, OVERLAY 3"	4.02	61,559	100	82.9	73.0	82.9	\$ 1,593,560				
VARIABLE DEPTH MILL, OVERLAY 3"	1.64	24,736	100	89.6	75.2	85.5	\$ 696,01				
VARIABLE DEPTH MILL, OVERLAY 3"	2.02	32,437	100	88.7	72.0	84.6	\$ 912,703				
VARIABLE DEPTH MILL, OVERLAY 3"	3.13	48,834	100	85.3	76.7	84.9	\$ 1,374,07				
VARIABLE DEPTH MILL, OVERLAY 3"	1.76	26,814	100	87.4	69.5	83.8	\$ 754,485				
VARIABLE DEPTH MILL, OVERLAY 3"	2.07	33,085	100	88.5	73.6	85.3	\$ 930,936				
VARIABLE DEPTH MILL, OVERLAY 3"	4.42	72,855	100	91.5	72.4	85.4	\$ 2,049,974				
	VARIABLE DEPTH MILL, OVERLAY 3" VARIABLE DEPTH MILL, OVERLAY 3"	VARIABLE DEPTH MILL, OVERLAY 3" VARIABLE DEPTH MILL, OVERLAY 3"	VARIABLE DEPTH MILL, OVERLAY 3" 4.21 64,628 VARIABLE DEPTH MILL, OVERLAY 3" 4.02 61,559 VARIABLE DEPTH MILL, OVERLAY 3" 1.64 24,736 VARIABLE DEPTH MILL, OVERLAY 3" 2.02 32,437 VARIABLE DEPTH MILL, OVERLAY 3" 3.13 48,834 VARIABLE DEPTH MILL, OVERLAY 3" 1.76 26,814 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085	CONDITION	STRATEGY LENGTH AREA DEFLECTION CONDITION WEIGHTED AVERAGE DYNAMIC CONDITION VARIABLE DEPTH MILL, OVERLAY 3" 4.21 64,628 100 89 VARIABLE DEPTH MILL, OVERLAY 3" 4.02 61,559 100 82.9 VARIABLE DEPTH MILL, OVERLAY 3" 1.64 24,736 100 89.6 VARIABLE DEPTH MILL, OVERLAY 3" 2.02 32,437 100 88.7 VARIABLE DEPTH MILL, OVERLAY 3" 3.13 48,834 100 85.3 VARIABLE DEPTH MILL, OVERLAY 3" 1.76 26,814 100 87.4 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5	STRATEGY LENGTH AREA DEFLECTION CONDITION WEIGHTED AVERAGE DYNAMIC CONDITION WEIGHTED AVERAGE SURFACE CONDITION VARIABLE DEPTH MILL, OVERLAY 3" 4.21 64,628 100 89 77.3 VARIABLE DEPTH MILL, OVERLAY 3" 4.02 61,559 100 82.9 73.0 VARIABLE DEPTH MILL, OVERLAY 3" 1.64 24,736 100 89.6 75.2 VARIABLE DEPTH MILL, OVERLAY 3" 2.02 32,437 100 88.7 72.0 VARIABLE DEPTH MILL, OVERLAY 3" 3.13 48,834 100 85.3 76.7 VARIABLE DEPTH MILL, OVERLAY 3" 1.76 26,814 100 87.4 69.5 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5 73.6 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5 73.6 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 27,2855 100 81.5 72.4	STRATEGY LENGTH AREA DEFLECTION CONDITION WEIGHTED AVERAGE BYNAMIC CONDITION WEIGHTED AVERAGE SURFACE CONDITION WEIGHTED AVERAGE SURFACE CONDITION VARIABLE DEPTH MILL, OVERLAY 3" 4.21 64,628 100 89 77.3 87 VARIABLE DEPTH MILL, OVERLAY 3" 4.02 61,559 100 82.9 73.0 82.9 VARIABLE DEPTH MILL, OVERLAY 3" 1.64 24,736 100 89.6 75.2 85.5 VARIABLE DEPTH MILL, OVERLAY 3" 2.02 32,437 100 88.7 72.0 84.6 VARIABLE DEPTH MILL, OVERLAY 3" 3.13 48,834 100 85.3 76.7 84.9 VARIABLE DEPTH MILL, OVERLAY 3" 1.76 26,814 100 87.4 69.5 83.8 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 88.5 73.6 85.3 VARIABLE DEPTH MILL, OVERLAY 3" 2.07 33,085 100 81.5 72.4 85.4				



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

Agenda Item Number	
New Business #5	
Tracking Number	
PW 2021-61	

Agenda Item Summary Memo

Title: Wheel Loader	Purchase										
Meeting and Date:	Public Works Committee – O	ctober 19, 2021									
Synopsis: Proposed purchase of new wheel loader and trade in of current unit.											
Council Action Prev	riously Taken:										
Date of Action:	Action Taken:										
Item Number:											
Type of Vote Required: Supermajority (6 out of 8)											
Council Action Requ	uested: Supermajority due to s	ole source bid from Sourcewell									
Submitted by:	Eric Dhuse	Public Works									
	Name	Department									
	Agenda Item	Notes:									



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: October 7, 2021

Subject: Wheel Loader Purchase

Summary

Staff proposes to purchase a new wheel loader to replace our current model which is a 2006.

Background

This was last talked about by the Public Works Committee on March 16, 2021. I have attached the memo and minutes from that meeting for your review.

At that time, staff proposed the purchase of a new wheel as part of the larger package but was not ready for approval yet. We are now seeking approval of a Sourcewell quote of \$173,140 from Altorfer Cat which includes a 5 year/3000 hour extended warranty. The breakdown is as follows:

List Price -	\$290,064
Dealer Prep -	\$2,330
Sourcewell Discount -	\$102,364
Trade In Allowance -	\$ 22,500

 Base Price \$167,530

 Warranty \$ 5,610

 Total Cost
 \$173,140

This is an increase of \$15,170 in the price of the machine plus the \$5610 for the extended warranty for a total of \$20,780 increase in price since March. I am sure that, just like everything else, the supply and demand due to the supply chain issues has created this increase in price.

To afford this purchase, staff is asking to postpone the \$50,000 purchase of the seal coat machine until FY23. We will be working with Oswego to look at a joint purchase of this machine to save additional money. By postponing this purchase, we will free up the needed funds to purchase the wheel loader.

If given the approval in late October, there is a 12-15 weeks, but our salesman was fairly confident it would be by the end of the year.

Recommendation

I recommend that we approve the Sourcewell Quote 032119-CAT from Altorfer Cat in the amount not to exceed \$173,140. Since this is a Sourcewell quote purchase, it will require a supermajority vote. I also recommend accepting the trade in offer from Altorfer Cat of \$22,500 for our current wheel loader.



122932-01

September 14, 2021

UNITED CITY OF YORKVILLE 800 GAME FARM RD YORKVILLE, IL 60560

Attention: ERIC J DHUSE



Dear Eric J Dhuse,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

ONE (1) NEW CATERPILLAR MODEL: 930M SMALL WHEEL LOADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

SOURCEWELL CAT CONTRACT # 032119-CAT UNITED CITY OF YORKVILLE IDENTIFICATION # 99259

STOCK NUMBER: TBO

SERIAL NUMBER: TBO

YEAR: 2022

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Chad Wissen

Chad Wissen Machine Sales Representative

ONE (1) NEW CATERPILLAR MODEL: 930M SMALL WHEEL LOADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STANDARD EQUIPMENT

POWERTRAIN -Axle seal guards -Auto idle shut down feature -Cat C7.1ACERT engine — Power modes (standard and performance) — Power by range (high Power in range 4) — Tier 4 Final/Stage IV compliant — Turbocharged and aftercooled — Filtered crankcase breather — Diesel particulate filter — Selective catalyst reduction -Coolant protection to -34C (-29F) -Differential lock in front axle -Dry type air cleaner -Enclosed wet disc full hydraulic brakes -Fuel priming pump, automatic -Fuel water separator -Hydraulically driven demand cooling fan -Hydrostatic transmission with electronic -control — Operator modes (default, TC, hydrostat and -ice) — Directional shift aggressiveness (fast, -medium, slow) — Rim pull control, adjust wheel torque — Creeper control, adjust ground speed -Lubed for life driveshafts -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port, engine, coolant, transmission -oil

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in fork mode -Hydraulic response setting (fast, -medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

ELECTRICAL -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24-volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link PRO w/3 year subscription -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear

OPERATOR ENVIRONMENT -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release - Gauges -- Digital hour meter, odometer and -tachometer -- Digital ground speedometer and -direction indicator -- Engine coolant temperature gauge -Fuel and diesel exhaust fluid level -indicator -- Hydraulic oil temperature gauge -Hydraulic control lockout - Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi-function control -- lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear

OTHER STANDARD EQUIPMENT -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage - Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments



MACHINE SPECIFICATIONS	
930M WHEEL LOADER	541-2671
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	430-2943
STEERING, STANDARD	333-6850
DIFFERENTIAL, LIMITED SLIP REAR	333-6527
ENVIRONMENT, STANDARD	536-5320
WEATHER, COLD START 120V	525-5964
ENGINE	527-0422
HYDRAULICS, 3V, CPLR READY, SL	565-0933
HYDRAULICS, STANDARD	536-5283
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, AUX 3RD, FUSION	445-4725
LIGHTS, AUX, HALOGEN	559-0841
LIGHTS, ROADING, HALOGEN, RH	541-3066
CAB, DELUXE	549-0451
SEAT, DELUXE	563-5967
STANDARD RADIO (12V)	372-1868
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES,20.5R25 MX XHA2 * L3	366-6880
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, HEAVY	552-4465
TOOLBOX AUX	491-7922
KIT, SERIALIZED TECHNICAL MEDIA	0P-2491
RIDE CONTROL	430-2860
WARNING, BEACON, LED STROBE	333-1425
SIDE MIRROR, RH	482-5167
GUARD, POWERTRAIN, LOWER	349-8165
PACK, DOMESTIC TRUCK	0P-0210
QUICK COUPLER, FUSION	536-5313
BUCKET-GP, 3.0 YD3, FUS	360-3322
	8E-4566
	532-8222
FORK TINE, 2.25" X 6" X 54" (SET OF TWO)	371-2354

QUICK COUPLER, FUSION

BUCKET-GP, 3.0 YD3

54" PALLET FORKS







WARRANTY & COVERAGE

Standard Warranty:

12 Months/Unlimited Hours Full Machine Standard Warranty

LIST PRICE	
LIST FRICE	\$290,064.00
LESS GROSS TRADE ALLOWANCE	(\$22,500.00)
FREIGHT & DEALER PREP	\$2,330.00
SOURCEWELL GOVERNMENTAL DISCOUNT	(\$102,364.00)
NET BALANCE DUE	***\$167,530.00
AFTER TAX BALANCE	***\$167,530.00

***PRICING IS VALID IF THIS MACHINE DELIVERS BEFORE DECEMBER 31, 2021. WE ARE EXPECTING A CATERPILLAR PRICE INCREASE ON JANUARY 1, 2022. ACTUAL PRICE INCREASE IS EXPECTED TO BE FROM 0% TO 5% FOR THIS MODEL.

ADDITIONAL CONSIDERATIONS

Delivery is 12-15 Weeks

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
930G	CATERPILLAR (AA)	0TWR03117	2007	\$22,500.00

F.O.B/TERMS:

Customer Site

EXTENDED WARRANTY OPTIONS:

Options to Add Extended Warranties: You have the option to add extended machine warranty. We can tailor these options available to you however you want. Just tell us what you need, and we will do our best to meet or exceed your expectations. Here are just a few examples of some Extended Warranty options:

Sell

Warranty	
930-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)	\$2,530.00
930-60 MO/3000 HR PREMIER (Tier 4)	\$5,610.00
930-36 MO/3000 HR PREMIER (Tier 4)	\$2,240.00
930-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)	\$1,010.00





Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: March 16, 2021

Subject: Capital Purchases – PW Capital Discussion

Summary

Discussion of FY2021 Vehicle and Equipment Purchases.

Background

The City Council authorized the purchase of a new large dump truck and the rehab of two older dump trucks in FY 20, and the City took delivery of these trucks in FY 21. This put the City's fleet of large dump trucks at 9 total: 1 new (2019), 1 almost new (2016), 2 rehabbed (2006 and 2008), and 5 older trucks (2004, 2006, 2007, 2007, and 2008).

At this time, there is approximately \$66,000 remain for equipment purchases in the Public Works Capital budget (\$130,000 budgeted v. \$63,986 spent to date) due to savings from a lower than anticipated purchase price for our skid steer and delaying the purchase of a mower. Staff would like to use the remaining budgeted funds to purchase a much needed replacement tractor.

The proposed \$680,000 plus the \$66,000 remaining in the PW capital fund would be used to purchase the following vehicles and equipment:

Equipment Purchase

1. Model: John Deere 4066R With Loader

Price: \$41,414.17 (purchased with leftover FY 21 funds, no budget amendment needed)

Expected Delivery: 4-6 weeks

Quote: Exhibit A

This will replace a 1999 unit with unknown hours. Our current tractor does not have enough horsepower to do what we need it to do. After 22 years of service, it is time to replace this tractor with something that better suits our needs. The new tractor will be outfitted with a 10' finish mower to help us improve our efficiency by saving us time when mowing large open areas such as treatment plants and tower sites.

2. Model: Toro Z-Master 5000 Lawn Mower

Price: \$11,300. (7% increase over last year per vendor, purchased with FY 21 budget

amendment funds)

Expected Delivery: 4-6 weeks

Quote: Exhibit B

Addition to the fleet to assist in mowing.

3. Model: Caterpillar 930M Wheel loader

Price: \$153,580.00 (purchased with FY 21 budget amendment funds)

Expected Delivery: Usually 6-8 weeks. It could be longer if demand increases.

Quote: Exhibit C

This will replace a 2006 unit with mechanical problems, needs new tires (\$12,000), and the cab is rusting severely. We looked at rehabilitation for this machine, but the cost is too great compared to the resale value.

4. Model: SP300 Dual Spray Squeegee Sealcoat Machine

Price: \$54,034.50 (purchased with FY 21 budget amendment funds)

Expected Delivery: 4-8 weeks from order date

Quote: Exhibit D

A new addition to the fleet to maintain trails and parking lots.

5. Model: LineLazer 5900 Striping machine

Price: \$8,500.00 (purchased with FY 21 budget amendment funds)

Expected Delivery: Immediate

Ouote: Exhibit E

This is a replacement for a current unit that does not have laser guidance or the ability to stripe dual lines.

6. Grapple bucket for wheel loader

Price: \$15,000 (purchased with FY 21 budget amendment funds)

Expected Delivery: Immediate

Quote: Waiting for a quote, will provide when available.

Vehicle Purchase

1. Model: 1 Ton Truck with Plow (proposing 2 trucks)

Price: \$114,000 each – includes utility boxes and snowplows. (purchased with FY 21

budget amendment funds, almost certainly rolled over into FY 22) Expected Delivery: unknown. It could be August, could be later

Quote: Exhibit F

One of the proposed trucks will be a replacement for a 2004 model, and one will be an addition to the fleet. The 2004 model has 97,000 miles of hauling materials and plowing snow. It has served us well, but it is now time to replace it before anything significant goes wrong.

2. Model: Peterbilt 348 Single Axle Cab & Chassis

Price: \$216,000 - includes equipment needed to outfit the vehicle. (purchased with FY 21

budget amendment funds, almost certainly rolled over into FY 22)

Expected Delivery:10-12 months from order date

Quote: Exhibit G

This will be an addition to the fleet to assist in snow removal operations. Unfortunately, It will not be here for the next plow season.

3. Model: Rehabilitation of two (2) 2007 International dump trucks

Price: \$150,000 – includes box replacement, sandblasting and painting of steel parts, new spreader, new brine tank system, new strobe lights, new hydraulic block and lines, and new plow for one of the units. (purchased with FY 21 budget amendment funds, almost certainly rolled over into FY 22)

Expected Delivery – 3-6 months after approval.

These will be ready for the next plow season, which is crucial. This will allow us to provide better service to the residents at a lower cost than purchasing new trucks.

APPROVED 4/20/21

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE Tuesday, March 16, 2021, 6:00pm Yorkville City Hall, <u>Council Chambers</u> 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 Joe Plocher, remote Alderman Seaver Tarulis, remote Alderman Ken Koch, in-person Alderman Chris Funkhouser, remote

Other City Officials

City Administrator Bart Olson, in-person Assistant City Administrator Erin Willrett, remote Engineer Brad Sanderson, EEI, in-person Public Works Director Eric Dhuse, in-person

Other Guests:

Jason Pesola, remote

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

Citizen Comments:

Mr. Pesola thanked the city for everything it does.

Previous Meeting Minutes: February 16, 2021

The minutes were approved as presented.

New Business:

1. PW 2021-08 Snow Operations Report

Mr. Dhuse reported a very busy February and that 3 trucks were down much of the month. He thanked the crew for the job they did with the equipment available. He will have the year end report next month. Alderman Funkhouser asked about the salt brine failure and how to mitigate it. Mr. Dhuse replied a replacement part is on order and the truck will be ready for service next year. Report is informational.

- 2. PW 2021-09 Water Department Reports for September December 2020 and January 2021 Mr. Dhuse said less water was used in the winter. This is the monthly report for EPA and moves forward to City Council for approval.
- 3. PW 2021-10 Road to Better Roads Program Contract Award
- 4. PW 2021-11 2021 Road to Better Roads Program Construction Engineering Agreement Items 3 and 4 were discussed together. Bids were received and the low bidder was D Construction at \$857,885.67 which is below the budget estimate. About \$50,000 of the leftover money will be spent for striping and crack sealing. EEI will do the construction engineering to complete the work this summer at a cost of about \$66,291.
- 5. PW 2021-12 Elizabeth Street and Appletree Court Water Main Improvements Contract Award 6. PW 2021-13 Elizabeth Street and Appletree Court Water Main Improvements Construction Engineering Agreement

Eleven bids were received and the low bidder was Stokes Excavating from Rockford at \$600,295.12. Mr. Sanderson recommended awarding the bid to them. The construction engineering agreement is with EEI for \$68,791. Mr. Olson recommended approval.

7. PW 2021-14 Kennedy Road and Mill Road Intersection Improvements Engineering Agreement This is the last piece of the Mill Rd. project, east of this intersection, and is \$51,383 for the engineering contract and \$6,200 direct expense for design engineering from EEI. The job will be put out to bid and hopefully completed with funds from Grande Reserve.

8. PW 2021-15 Heartland Circle – Plat of Abrogation (1162 Spring Street)

Mr. Sanderson said the property owner wishes to vacate the easement in the rear yard. It is a public utility easement with no utilities there and drainage is not needed. He recommends approval of the plat of abrogation which will shrink the easement by 10 feet of the 20-foot easement. Alderman Koch asked how it might affect the adjacent properties. The request is for a building permit for a pool and will not affect the nearby lots. This is recommended to move forward.

9. PW 2021-16 Ashley Road Improvements - Status Update

An update of Ashley Rd. projects was given by Mr. Sanderson. He said based on past agreements with the city and the developer, the agreement was to complete Rt. 126 and Ashley improvements by November 2021 where Yorkville Christian School will be located. The developer has received the IDOT permit and is ready to meet that schedule. The city has reviewed and signed off on the plans and work will be started in June or July. Performance guarantees are in place to insure the work is completed. The committee was OK with this info.

10. PW 2021-17 Stop Sign Analysis

- a. Freemont and Somonauk Streets
- b. Heartland Circle

A request was made for stop signs at Freemont and Somonauk. After review of traffic data, it does not support a 4-way stop, but it was recommended to replace the Freemont yield signs with stop signs. Mr. Sanderson said equipment to track speed data was used in this location. As a result, a stop sign is recommended at McHugh right off Rt. 47. The Heartland Circle requests did not meet the criteria for a stop sign. The committee concurred with the recommendations.

11. PW 2021-18 2021 EEI Hourly Rate Request

Mr. Olson referred to a memo in the packet in which EEI requests an inflationary increase in their hourly rate for base level and supplementary contracts. There was no request in 2020. He said the city supports the request and noted that the city will receive fewer hours. Alderman Funkhouser requested information regarding how many hours have been reduced from the base contract. Regarding the rates themselves he asked about the variation of the increase between 3-6% and 33%. Mr. Sanderson said the 33% increase is for a GIS Tech whose rates were too low based on other similar positions.

12. PW 2021-19 Professional Services Intergovernmental Agreement with Oswego and Montgomery and Water Study Contribution

Mr. Olson said the city proposes to pay Oswego \$58,650.93 and about \$4,000 in legal fees for work being completed on the water study which also benefits Yorkville. Oswego did not ask for contributions, however, Yorkville did not wish to duplicate services and the city will offset Oswego's costs. The Mayors have discussed this matter and this item will set up an agreement with Oswego and Montgomery with each town agreeing to pay the others for services as they see fit. Administrator Olson is recommending a positive vote for the agreement and the other vote is to approve the contribution shown above. A special counsel is also being recommended and other expenses will be forthcoming which will be discussed next month. A supplemental EEI agreement will likely be necessary also. Land acquisition might also be needed.

13. PW 2021-20 Wyland National Mayor's Challenge for Water Conservation

Ms. Willrett said this is the city's fourth year in the challenge. There is information on social media and on the website. She said teachers will pick up this information for the classroom. She asked for approval of the resolution by the City Council and she said a press release will be issued. The committee agreed with participating in the challenge.

14. PW 2021-21 Sale of Surplus Vehicles

Mr. Dhuse said he wishes to dispose of several vehicles in Public Works. The proposal is to sell or trade after the replacement vehicles are received. Two of the vehicles are tied to the next agenda item of a proposed vehicle purchase proposal. The committee members approved this action.

15. PW 2021-22 Public Works Vehicle Proposals

Mr. Olson said the proposal is to buy \$680,000 worth of vehicles and equipment as part of a 2021 Budget Amendment or 2022 Budget proposal, plus funds left over from 2021. More impact fees were received than expected. Mr. Dhuse outlined the desired purchases: tractor for \$41,000 and 4-6 week turnaround time, lawnmower, replacement of wheel loader with 8-12 weeks turnaround, seal coating machine to do maintenance on trails etc., line sprayer, bucket for leaf pickup for wheel loader and 2 trucks. Two trucks have already been ordered and Mr. Dhuse proposed rehab on two other trucks.

Alderman Funkhouser questioned the seal coating machine, however, Mr. Dhuse said he had done a time study that reflected a savings of \$127,000 for the city being able to do the sealcoating on trails which have had no sealcoating thus far. Mr. Funkhouser had concerns about adding more tasks to staff.

Mr. Dhuse said that rehabbing the 2007 trucks will add 5-7 more years to the truck lifespan and provide better resale value. He said it takes 2 years to receive a new truck once ordered. He said the city is lacking the necessary number of trucks in comparison to other communities.

In conclusion, Mr. Funkhouser asked for additional information while Mr. Tarulis said equipment is needed to do the job. Chairman Plocher suggested removing the purchase of a sealcoating machine, making it a separate item and moving the other items forward.

Old Business: None

Additional Business:

Alderman Koch asked for a discussion on repairing additional streets. Mr. Olson said approximately \$550,000 would be put towards roads yet to be determined. If bids are lucrative, other streets in Fox Hill will be added to the repair list. He asked the committee which roads they would like to see repaired and Mr. Dhuse had been asked to draft a list of additional streets that should be repaired. Estimates and an analysis will be brought to the April meeting. Alderman Funkhouser asked for a total of the expenditures for Roads to Better Roads as of now and for the summer. Mr. Olson provided that estimate.

In another matter, Mr. Funkhouser noted that some of the downtown areas have gravel parking spaces which become muddy and he would like to see them paved. Chairman Plocher agreed.

There was no further business and the meeting adjourned at 7:04pm.

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



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

Agenda Item Number
New Business #6
Tracking Number
PW 2021-62

Agenda Item Summary Memo

Title: Cannonball Tr	rail Improvements - Update	_	
Meeting and Date:	Public Works Committee – Octob	per 19, 2021	
Synopsis: Overview	7		
Council Action Prev	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requir	red:		
Council Action Requested: Informational			
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
	Agenda Item No	tes:	



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: October 12, 2021

Subject: Cannonball Trail Improvements - Update

The purpose of this memo is to provide an update of the proposed improvements along Cannonball Trail.

Background:

There have been several past inquiries into the safety of the curve Cannonball Trail. Attached is a summary memo from the last time it was investigated by the City.

Several options to improve the safety of the curve were discussed, however no action was taken at the time.

Within the last 12 months, the City engaged in conversations with the Kendall County Highway Department regarding the safety concern as part of the curve is under Bristol Township jurisdiction. The County/Bristol Township agreed to take the lead on developing plans for the ultimate solution to the problem, which is reconstructing the curve to match current design standards.

Discussion:

City staff has reviewed and signed off on the plans and specifications. Attached is a general plan of the proposed improvements. Note that the costs for construction and construction engineering are estimated to be \$500,000.

The County/Bristol Township are coordinating the land acquisition as right-of-way and temporary construction easements are necessary. They are hopeful that all will be acquired withing the next six months.

Prior to moving the project towards construction, an IGA will need to be developed between the City and Bristol Township to identify cost sharing and future maintenance of the improvement. We would anticipate a draft IGA to be presented within the next two to four months.

The City's estimated share of the improvement will potentially need to be accounted for within the FY23 budget.

Engineering Enterprises, Inc.

Memo



To: Eric Dhuse

From: Colleen Jaltuch, P.E., LEED AP BD&C

Date: December 11, 2018

Re: Cannonball Trail Safety Analysis

EEI Job #: YO1857-C

EEI has analyzed the safety of the curve along Cannonball Trail, located about ¼ mile west of IL 47. The curve itself has a radius of 350 feet and is along a two-lane rural section of Cannonball Trail. This curve is shown on the attached exhibit.

Over the past five years, there have been seven reported crashes to the City along the curve and at the intersection of Cannonball Trail and Alice Avenue. Of these, one involved an injury and six involved property-damage only. The injury crash occurred on Alice Avenue. Of the six property damage crashes, four of these were due to roadway departure. One of these four roadway departures were due to wet pavement and one was due to icy pavement. Anecdotally, there probably have been more undocumented roadway departure issues.

There are several improvements that can be made to improve the safety of the roadway at the curve and mitigate crashes. I have listed them in order of least cost to greatest cost options.

1. Addition of Shoulder Rumble Strips



Westbound along Cannonball Trail at 350'-radius curve approximately ¼ mile west of IL 47.

Shoulder rumble strips are a relatively low-cost option for prevention of single vehicle, run-off-road fatal and injury crashes. Per NCHRP Report 641, Guidance for the Design and Application of Shoulder and Centerline Rumble Strips, shoulder rumble strips result in a 13% - 51% reduction in these types of crashes.



Shoulder rumble strips can be milled into or be raised elements on the existing paved shoulder. Rumble strips alert drivers through vibration and sound that they have left the travel lane. While this would not help drivers in icy roadway conditions, shoulder rumble strips are effective on dry and on wet pavement.

2. Roadside Safety Improvements

Many crashes at curves result from departure from roadway. Therefore, it makes sense to look at roadside safety also. According to the Fatality Analysis Reporting System (FARS), 27% of all fatal crashes occur at curves and 80% of all fatal crashes at curves are roadway departure crashes.

Increasing the clear zone (the unobstructed, traversable area beyond the edge of the travel lane for the recovery of errant vehicles) is one option. However, along the inside of the curve, this would involve relocation of Com Ed power poles and lines, among other roadside obstructions. Along the outside of the curve, there is a roadside ditch as well as power poles and trees and other obstructions.

Widening the paved shoulder to help give the driver more area to regain control of their vehicle and flattening the side slope also are roadside safety improvements to increase the clear zone



Power poles, signs, trees, and other roadside obstructions.

that could be considered. Widening the shoulders or flattening the ditch foreslopes would increase the clear zone area.

Another roadside safety option is the addition of guardrail on the outside of the curve. The guardrail would stop the errant vehicle from leaving the roadway. However, there are two entrances on the center of the outside of the curve that would make the addition of effective guardrail difficult. The areas where the guardrail would have to gap to accommodate the entrances would be unprotected.







3. Addition of High Friction Surface Treatment (HFST) and Enhanced Delineation

High friction surface treatment (HFST) and enhanced delineation are proven methods for improving safety at horizontal curves. According to the Crash Mitigation Factor (CMF) Clearinghouse, chevron signs provide a 25% reduction in nighttime crashes and a 16% reduction in non-intersection fatal and injury cases and HFST provide a 52% reduction in wet road crashes and a 24% reduction in curve crashes.

High friction surface treatment is an engineered high-friction aggregate placed over a thermosetting polymer resin binder. This treatment increases the ability of a road surface to provide pavement friction to vehicles in critical braking or cornering maneuvers. This is especially useful at horizontal curves that are sharp, have deficient superelevation, and/or where driving speeds exceed the curve advisory speed.

There are four chevron signs on the outside of the curve. Additional chevrons can be added in advance of the curve to further delineate the curve. This would be especially beneficial for night-time drivers.

4. Resurface and Adjust Cross-Slope (Superelevation) for a Higher Design Speed

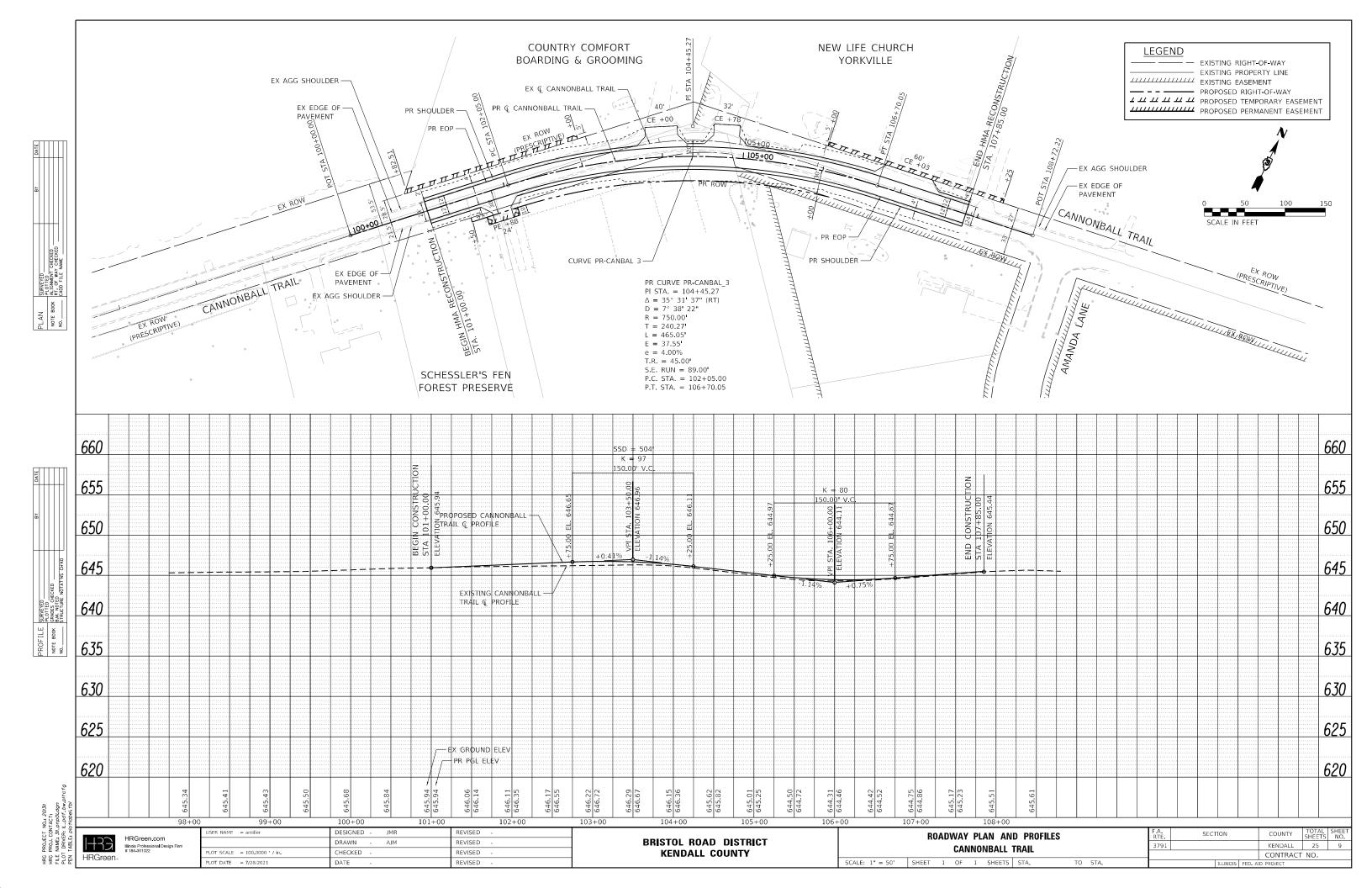
The posted speed limit on Cannonball Trail is 45 mph. Ahead of the curve, however, there is an advisory speed limit posting of 25 mph. If the pavement were milled and resurfaced and the cross slope adjusted so the superelevation rate is for a higher design speed, this would increase the pavement friction and result in a reduction in vehicle departure crashes. The resurfacing can be a higher friction hot-mix asphalt or a HFST as discussed in option 3. But, this pavement was last resurfaced in 2014 and the superelevation was, at the time, designed for a 45-mph design speed (Radius 350', Superelevation 3.6%).

5. Realign Road to Correct Curve

The most-costly (and least practical and feasible) option is to realign the roadway between IL 47 and Alice Avenue to increase the radius of the curve. As there are several residences on the inside of the curve that would require complete relocations, this option was not explored further.

Based on this limited analysis, EEI recommends widening the paved shoulders to 3' hot-mix asphalt through the curve as well as adding shoulder rumble strips. We also recommend adding additional chevrons to further delineate the curve. If the City like to follow this recommendation or choose another option(s) to pursue, then we can further evaluate and provide a detailed cost estimate.

Please let me know if you have any questions or need further information.





Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	l ∐
Parks and Recreation	

Agenda Item Number
New Business #7
Tracking Number
PW 2021-63

Agenda Item Summary Memo

Title: Gas N Wash Yorkville - Security Release			
Meeting and Date:	Public Works Committee – Octo	ober 19, 2021	
Synopsis: Recomm	endation to release remaining per	formance security	
Council Action Pres	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Req	uested: Consideration of Approv	al	
Submitted by:		Engineering	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

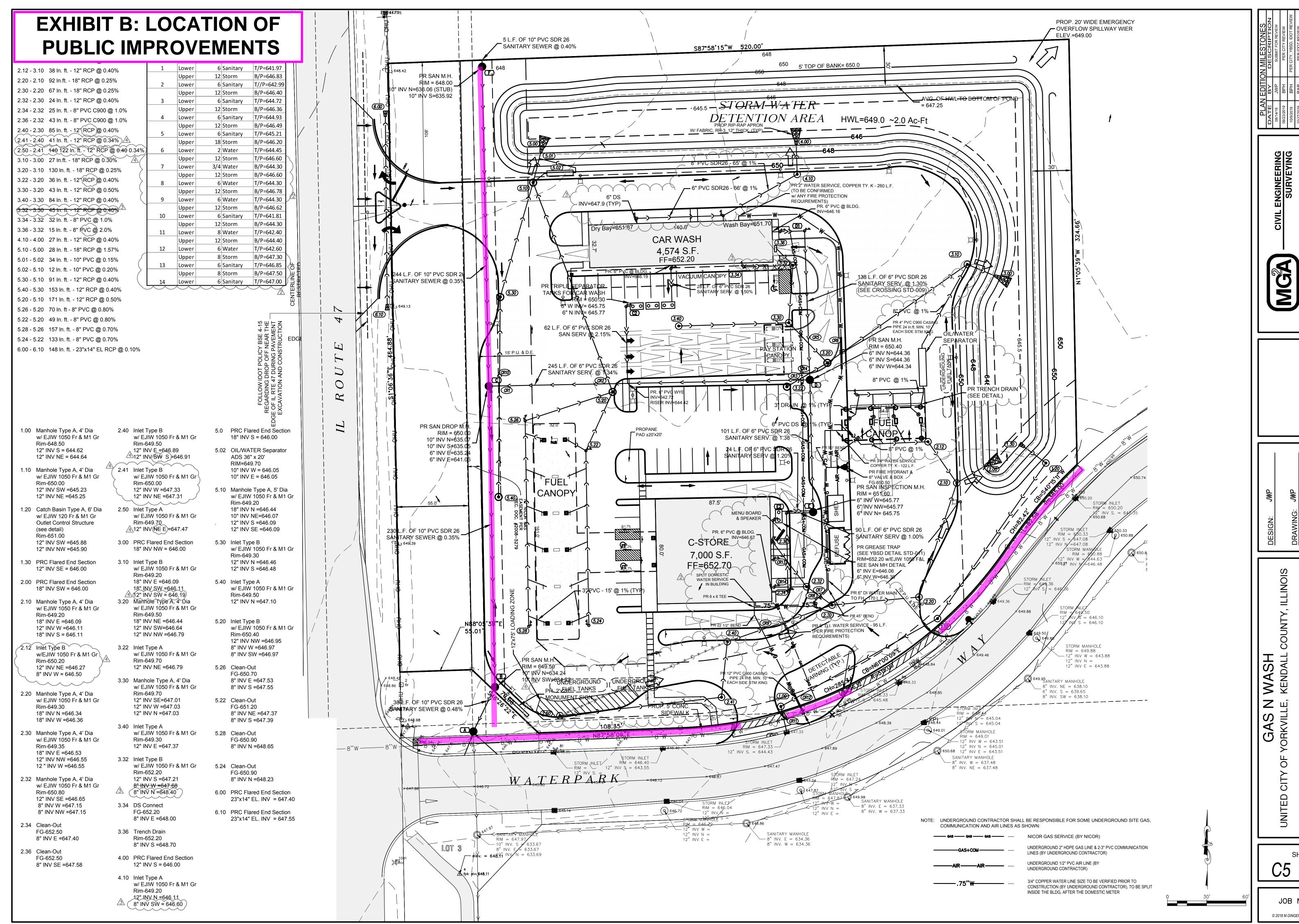
Date: October 11, 2021

Subject: Gas N Wash Yorkville - Acceptance

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$4,728.00 (CNB Bank & Trust, N.A. Letter of Credit #21901824).

The public improvements were accepted on October 27, 2020.

Please let us know if you have any questions.



SITE IMPROVEMENT PL

SHEET NO.

JOB NO. 19-451

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AMENDMENT TO LETTER OF CREDIT NO. 21901824

November 5, 2020

Beneficiary: Mayor and Alderman 800 Game Farm Road Yorkville, IL 60560

Re: Lenny's Gas N Wash Yorkville LLC (Applicant)

Ladies and Gentlemen:

Our Letter of Credit No. 21901824 dated September 27, 2019 in the original amount of Tow Hundred Seven Thousand Six Hundred Fifty and 00/100 US Dollars (\$207,650.00) in your favor by CNB Bank & Trust, N.A. is hereby amended as follows:

The amount of Letter of Credit has been reduced to Four Thousand Seven Hundred Twenty Eight and 00/100 US Dollars (\$4,728.00) and the Expiration date has been extended to November 27, 2021.

All other terms and conditions remain unchanged.

This Amendment is to be considered as part of the original Letter of Credit and must be attached thereto.

Sincerely,

CNB Bank & Trust N.A.

Daniel O. Walsh

Regional President





Reviewed By

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

	_	
Agenda Item Nui	mbei	t

New Business #8

Tracking Number

PW 2021-64

Agenda Item Summary Memo

Title: Meeting Sch	nedule for 2022	
Meeting and Date	Public Works Committee	October 19, 2021
Synopsis: Propose	ed meeting schedule for 2022	•
Council Action Pr	eviously Taken:	
Date of Action:	Action Tal	ken:
Item Number:		
Type of Vote Requ	nired: Majority	
Council Action Re	quested: Approval	
Submitted by:	Jori Behland	Administration
	Name	Department
	Agenda I	tem Notes:



Memorandum

To: Public Works Committee
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator

Date: October 19, 2021

Subject: Public Works Committee Meeting Schedule for 2022

Summary

Proposed 2022 meeting schedule for the Public Works Committee.

Meeting Schedule for 2022

Listed below are the proposed meeting dates for the Public Works Committee meeting for 2022. The proposed schedule has the committee continuing to meet on the third Tuesday of the month at 6:00 p.m.

- January 18, 2022
- February 15, 2022
- March 15, 2022
- April 19, 2022
- May 17, 2022
- June 21, 2022
- July 19, 2022
- August 16, 2022
- September 20, 2022
- October 18, 2022
- November 15, 2022
- December 20, 2022

Recommendation

Staff recommends review of the proposed meeting dates and time so that a meeting schedule can be finalized for 2022.

2022

	January									
Su	М	Tu	W	Th	F	Sa				
2	3	4	5	6	7	8				
9	10	11	12	13	14	15				
16	17	18	19	20	21	22				
23	24	25	26	27	28	29				
30	31									

February									
Su	M Tu W Th F Sa								
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20	21	22	23	24	25	26			
27	28								

March									
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27	28	29	30	31					

April									
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17	18	19	20	21	22	23			
24	25	26	27	28	29	30			

May									
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15	16	17	18	19	20	21			
22	23	24	25	26	27	28			
29	30	31							

June									
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12	13	14	15	16	17	18			
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July									
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August									
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28	29	30	31						

September								
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	October									
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23	24	25	26	27	28	29				
30	31									

November									
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13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30						

December									
Su	М	Tu	W	Th	F	Sa			
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4	5	6	7	8	9	10			
11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30	31			