



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, November 16, 2021

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: October 19, 2021

New Business:

1. PW 2021-65 IDOT Traffic Signal Master Agreement
2. PW 2021-66 Special Service Area – Fox Hill & Sunflower Estates – Maintenance Services
3. PW 2021-67 MFT Supplemental Resolutoin for Bulk Rock Salt Purchase
4. PW 2021-68 Grande Reserve – Tuscany Trail – Acceptance

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, November 16, 2021
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. October 19, 2021

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

NEW BUSINESS:

1. PW 2021-65 IDOT Traffic Signal Master Agreement

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

2. PW 2021-66 Special Service Area – Fox Hill & Sunflower Estates – Maintenance Services

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2021-67 MFT Supplemental Resolution for Bulk Rock Salt Purchase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2021-68 Grande Reserve – Tuscany Trail – Acceptance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – October 19, 2021

Meeting and Date: Public Works Committee – November 16, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE MEETING
Tuesday, October 19, 2021, 6:00pm
Yorkville City Hall, Council Chambers
800 Game Farm Road**

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

IN ATTENDANCE:

Committee Members

Chairman Matt Marek/in-person
Alderman Ken Koch/in-person

Alderman Joe Plocher/electronic attendance
Alderman Jason Peterson/electronic attendance

Other City Officials

City Administrator Bart Olson/in-person Assistant City Administrator Erin Willrett/in-person
Engineer Brad Sanderson, EEI/in-person Public Works Director Eric Dhuse/in-person
Purchasing Manager Shanel Gayle/electronic attendance

Other Guests:

Mark Foster, *Kendall County Record*/in-person
Nadia Schweisthal, EEI/in-person

The meeting was called to order at 6:00pm by Chairman Matt Marek. He read the Governor's Proclamation regarding the current pandemic and allowance for electronic meeting attendance.

Citizen Comments: None

Previous Meeting Minutes: September 21, 2021

The minutes were approved as presented.

New Business:

1. PW 2021-57 Water Department Reports for February – September 2021

Mr. Dhuse summarized the reports saying there was nothing outstanding in the reports and that there had been a couple watermain breaks. Summer usage was higher on into August and the fall usage was normal. These reports move to City Council for approval on the consent agenda.

2. PW 2021-58 Capital Improvements Summary

Mr. Sanderson introduced Nadia Schweisthal of EEI and said she has direct responsibility for many of the projects for the city and wanted to attend a city meeting. He said some road projects are still underway which should be wrapped up in about 30 days. The Beaver St. project work should begin soon. Alderman Koch asked about the design and engineering for the wells. There will be pump rehab work on well #4 and it should go out to bid soon. The committee was OK with this.

3. PW 2021-59 Quarterly Bond and Letter of Credit Reduction Summary

This is the quarterly report and there were no reductions in the last quarter. The committee was OK with the report.

4. PW 2021-60 2022 Roads to Better Roads – Design Engineering Agreement

Mr. Olson said this is the design engineering agreement with EEI for next year's road program. It was discussed at a City Council meeting in September and this will allow the city to go out for bids. It is budgeted and in the amount of \$68,068. A super majority vote is needed and staff recommends moving this forward. A construction agreement will come at a later time. The committee was OK with this recommendation.

5. PW 2021-61 Wheel Loader Purchase

This purchase was discussed in March and Mr. Dhuse said there was a price increase of \$15,000 since that time. He would like to purchase the extra warranty at \$5,600 since the diesel motor is very complicated with electronic sensors, etc. Along with a huge discount, the company offered \$22,500 for the city's 2006 wheel loader and Mr. Dhuse said the tires alone are worth \$12,000-\$16,000. The committee was OK with this purchase.

6. PW 2021-62 Cannonball Trail Improvements – Update

Mr. Sanderson reviewed the background of this project saying a safety memo had been prepared in 2018 describing the crashes and curve issues, while outlining some solutions. He said Cannonball was originally an old farm road and not designed for today's traffic. The matter was discussed with the county and the curve area is controlled with both the city and Bristol Township. The county has developed plans for reconstruction of the curve. The estimate for the improvements is \$500,000 which does not include the land acquisition. The county is working on acquisition. County Highway Engineer Mr. Fran Klaas is working with the township and will present an Inter-Governmental Agreement regarding costs and future maintenance responsibilities. That process will likely take 3-4 months and the construction timeline is not known at this time. Mr. Sanderson said the lanes will be widened from 11 feet to 12 feet with the addition of shoulders and the curve will be softened. It was noted no grants are not available and Mr. Olson said funding will need to be determined. The committee was OK with this.

7. PW 2021-63 Gas N Wash Yorkville- Security Release

The city accepted the infrastructure one year ago and all punchlist items are complete. Mr. Sanderson recommended release of the security bond in the amount of \$4,728. The committee approved and this moves forward to the consent agenda.

8. PW 2021-64 Meeting Schedule for 2022

Committee members were OK with the proposed schedule.

Old Business: None

Additional Business:

Mr. Olson discussed two items related to the water forum just held regarding the future water supplies for the city. The first is the cost chart which has been updated and will result in a decrease of about \$2.00 per household. This will be included in the City Council packet for their upcoming meeting and an EEI rep will review the updates. Secondly, Alderman Funkhouser had requested an updated decision matrix to allow for a quantitative scoring system to rate some of the factors such as cost, sustainability, risk, water quality, governance, etc. Staff will send a spreadsheet to the Aldermen to allow for rating of those items.

There was no further business and the meeting adjourned at 6:24pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2021-65

Agenda Item Summary Memo

Title: Traffic Signal Maintenance Agreement

Meeting and Date: Public Works Committee – November 16, 2021

Synopsis: Proposed IGA with IDOT for traffic signal maintenance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: October 26, 2021
Subject: Traffic Signal Maintenance Agreement

Summary

IDOT is asking us to sign the traffic signal maintenance agreement for all traffic signals within the city limits.

Background

IDOT has sent us an updated traffic signal maintenance agreement for us to sign. Although we have signed updated agreements in the past, the last one being 2011, I have always been apprehensive due to some of the language in the agreement and questioned IDOT regarding my concerns.

Concerns

1. The State can withhold, terminate, or suspend the agreement without paying us back for work performed. This can be found on page 4, letter C of the attached agreement.
2. IDOT is asking the City to maintain intersections where all roads leading to the traffic signal are state owned, we have four (4) of these intersections in town, they are:
 - Rt. 47 and Rt. 34
 - Rt. 47 and Rt. 126
 - Rt. 47 and Rt. 71
 - Rt. 71 and Rt 126

These intersections are specified, designed, and constructed by IDOT, yet we are fully liable for all maintenance of said traffic signals and must indemnify IDOT as well. I do not find this acceptable and asked why we would need to do this when we do not control anything in the intersection, including the roadways. This section can be found on page 7, letter K of the attached agreement.

3. The response times listed for repairs are not realistic. Response times of 1 hr. are not always attainable. If we are dealing with the approved contractor, they are almost impossible. Getting parts and making complete repairs withing their timeframes is not likely since we have to get IDOT approval for any replacement parts. IDOT's response time is notoriously slow will take up most of the allotted repair time. The table for the response times can be found on Page 2 of Exhibit B, attached to the agreement.

When asked about these concerns, IDOT took over 8 weeks to answer my questions, and the answers they gave were not really answers, they skirted the real issues. Instead, they cited state statute that gives the statutory authority to enter into these agreements, and stated that *“As the 2011 IGA has expired, the Department cannot continue to reimburse the Village per the cost shares in that 2011 IGA, it will revert to the rates of any installation project agreement with the Village that are in effect currently.”* We do not have installation agreements, so we would not get reimbursed for any work that has already been completed this year.

(605 ILCS 5/4-201.4) (from Ch. 121, par. 4-201.4)

Sec. 4-201.4. To enter into contracts covering all matters and things incident to the location, relocation, construction, repair and maintenance of State highways; including, subject to approval by the Illinois Commerce Commission, agreements with a railroad or railway company or other public utility concerning a relocation of its line, tracks, wires, poles, pipes or other facilities, where the same are not then located in a public street or highway, and such relocation is necessary as an incident to the construction of a new State highway or to the relocation, reconstruction, extension, widening, straightening, alteration, repair, maintenance or improvement of an existing State highway (including extensions of a new or existing State highway through or into a municipality upon a new or existing street). Nothing contained in this Section shall be construed as requiring the Department to furnish site or right-of-way for railroad or railway lines or tracks or other public utility facilities required to be removed from a public street or highway.
(Source: Laws 1959, p. 196.)

Recommendation

I recommend that we sign the proposed IGA with IDOT for traffic signal maintenance.



Governmental Body Name

City of Yorkville

Address

800 Game Farm Rd.

City

Yorkville

State

IL

Zip Code

60560

Remittance Address (if different from above)

City

State

Zip Code

Phone

(630) 553-4350

Fax

FEIN/TIN

DUNS

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Actual Cost

Total Compensation Amount

\$600,000

Advance Pay

☐ Yes ☒ No

Start Date Agreement Term Expiration Date

07/01/21

06/30/31

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE **GOVERNMENTAL BODY**:

Signature

Date

Name

Title

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE **DEPARTMENT**:

Signature

Date

Masood Ahmad, P.E.
Region Two Engineer

Omer Osman, Acting Secretary of Transportation

Date

Delegate Name

Printed Name

Printed Title

Signature

Date

Stephen Travia P.E.
Director of Highways, Project Implementation

Yangsui Kim

Joanne Woodworth, Acting Chief Fiscal Officer

Date

~~Philip C. Kaufmann~~, Chief Counsel

Date

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Yorkville
800 Game Farm Rd.
Yorkville , IL 60560

Attention

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

☒ **FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement]

PART 4 SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

Bureau of Operations

Address

700 E. Norris Drive

City

Ottawa

State

IL

Zip Code

61350

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

Legal Status (check one):

☐ Tax-exempt ☐ Government ☐ Other _____

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. Cost. The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. Maintenance. Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. Maintenance Level. It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. Interconnect & Timing. "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a raiiside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. Interconnections: Installation and Damage. The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. Costs for Pavement Markings. Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6 COMPENSATION FOR SERVICES

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

B Billing. Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. Notices. Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

PART 8
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature

Date

Title

Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fax

Fiscal Year End

E-mail

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Yorkville, in Kendall County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

Date: 7/01/2021

LOCATION**	TS #	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
US 34 & CENTER PARKWAY	1	50	50		50	50		CORP
IL 47 (BRIDGE ST.) & VAN EMMON ST. (RAILROAD PREEMPT. BNSF)	2	50	50		50	50		CORP
US 34 & IL 47	3	100	0		100	0		CORP
IL 47 & IL 71	4	100	0		100	0		CORP
IL 47 & IL 126	5	100	0		100	0		CORP
US 34 & CANNONBALL TRAIL	6	50	50		50	50		CORP
IL 47 & SOMONAUK ST.	7	50	50		50	50		CORP
IL 47 & FOX ST.	8	50	50		50	50		CORP
IL 47 & COUNTRY SIDE PARKWAY	9	50	50		50	50		CORP
IL 47 & CANNONBALL TRAIL (TRAIL INCLUDES NB YELLOW FLASHER)	10	50	50		50	50		CORP
US 34 & COUNTRY SIDE PARKWAY	11	67	33		67	33		CORP
IL 47 & KENNEDY	12	67	33		67	33		CORP
US 34 & MARKET PLACE	13	67	33		67	33		CORP
IL 47 & LANDMARK AVE.	14	50	50		50	50		CORP
US 34 & MCHUGH RD.	15	50	50		50	50		CORP
US 34 & GAME FARM RD.	16	67	33		67	33		CORP
IL 71 & IL 126	17	100	0		100	0		CORP
US 34 & BRISTOL RIDGE RD. (GRAND RESERVE)	18	67	33		67	33		CORP
IL 47 & WHEATON AVE.	19	67	33		67	33		CORP
IL 47 & SARAVANAS	20	0	100		0	100		CORP
IL 47 & FOUNTAIN VILLAGE	21	50	50		50	50		CORP
US 34 & SYCAMORE RD.	22	0	100		0	100		CORP
US 34 & BEECHER RD.	23	50	50		50	50		CORP
US 34 & AUTUMN CREEK	24	67	33		67	33		CORP
IL 47 & ROSENWINKEL (WATERPARK WAY)	25	67	33		67	33		CORP
US 34 & ISABELL ST.	26	0	100		0	100		CORP
IL 47 & WRIGLEY ST.	27	0	100		0	100		CORP

*ADT = Avg Daily Traffic (>35,000)

**Traffic Signals Maintained by the Municipality

EXHIBIT B
LONG FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. DOCUMENTATION

The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

2. REFERENCES

All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

3. CABINET PACK

Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

4. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

5. ROADWAY LIGHTING

Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

6. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

7. TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES

At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

8. DAMAGE REPAIRS

Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

Response Table

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	NA	7 days
All Other Detectors	1 hour	NA	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	NA	NA	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	NA	NA	21 days
Controller, Post & Pole Foundations	NA	NA	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	NA
Patrol Truck Deficiencies	NA	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

9. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage. Document damage to facilities and notify the Department of the damage to determine the required repair or replacement.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss in accordance with the percentages shown in Exhibit A.

10. TEMPORARY TRAFFIC CONTROL.

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.

When work is within the traveled way, provide protection for workers and for traveling public by providing adequate traffic control. The traffic control shall conform to the latest edition of Manual on Uniform Traffic Control Devices.

11. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond within one (1) hour to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

2. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT

An LED module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement LED modules and LED signal heads that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications.

4. PAINTING

Painted signal components shall be repainted as necessary per the paint system's manufacturer's requirements.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centracs, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

E. ANNUALLY

1. SIGNAL HEADS VISIBILITY

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm's length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discover of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

3. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., "Records Preservation" of the AGREEMENT.

4. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2021-66

Agenda Item Summary Memo

Title: Fox Hill and Sunflower Estates Maintenance Service

Meeting and Date: Public Works Committee – November 16, 2021

Synopsis: General info regarding Fox Hill and Sunflower SSA service areas for Levy.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: None

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, City Administrator
Date: November 10, 2021
Subject: Fox Hill and Sunflower SSA maintenance services

Summary

A brief overview of the maintenance services for the Fox Hill and Sunflower SSA service areas.

Background

Fox Hill and Sunflower Estates both have SSA service areas for mowing and maintenance that are administered by the City. Neither of these subdivisions formed HOA's for various reasons, which means that the back up SSA was activated and each homeowner pays a portion of their tax bill to this special service area for the maintenance of the common areas. Each year, staff prepares, and council approves a levy for each of these SSA areas to be able to collect funds for the maintenance.

Below is a breakdown of each subdivisions work items that are contemplated each year when creating the levy.

Fox Hill

- Mowing – approximately 5 acres of turf grass, mainly adjacent to the trail system that runs throughout the single family portion of this development. Mowing also includes mechanical string trimming of all trees and the asphalt trail. We also provide fertilization and weed control for all turf grass areas. Trimming along private fences is NOT included in mowing, all fences are maintained privately. We will be entering the third, and final year of the mowing contract with Cox Landscaping. Cox has been the contractor for the past 5 years, we have an excellent working relationship with them.
- Tree trimming – Fox Hill was constructed from the mid 90's through the mid 00's, so the trees are mature and need trimming from time to time. We have increased our trimming program as the trees have matured.
- General maintenance – this is for areas that may have grass die back, erosion, graffiti, or other items that are not specifically covered. We have our mowing contractor supply us with hourly wages in the contract, so the costs are known.
- Sign Maintenance – There was an entry sign to the subdivision at the corner of Diehl Farm Rd. and Rt. 34 before the widening of Rt. 34 occurred. IDOT paid the city \$23,000 for the right to remove the sign and widen the highway. This money is still in the account to replace the sign. It has proven very difficult to find a suitable location for a replacement sign of any size. Without purchasing land or obtaining an easement for the sign, we will have to replace the sign with something much smaller. Even then, I am

having a difficult time finding an area that will have high visibility from Rt. 34, not block site lines at the intersection, and will fit in a narrow parkway.

- Trail maintenance – Fox Hill had been constructed for quite some time before the city took over administration and maintenance of the common areas. When we took over, the trails needed work and have been patched and sealed twice under our supervision. It is now time to seal them again, so this cost will be included in the levy.

Sunflower Estates

- Mowing – approximately 5 acres of turf grass. The areas consist of the entrances and around the three storm water basins. This also mechanical string trimming of all landscape areas and sidewalk. Fertilization and weed control are also provided for all turf grass areas.
- Tree trimming – Sunflower has many mature trees at both entrances and along the parkway of the north stormwater basin. These trees must be trimmed from time to time. At this time, we need to trim the north entry way trees and remove some of the entryway trees, they have become overgrown and are crowding the subdivision sign and each other.
- General maintenance – this is for areas that may have grass die back, erosion, graffiti, or other items that are not specifically covered. Landscape plantings are also contemplated in this area. Sunflower has perennials near the entrance signs that need replacement from time to time. We have our mowing contractor supply us with hourly wages in the contract, so the costs are known.
- Pond Maintenance – Sunflower has three stormwater basins. This has been the largest expense for this SSA area. Some years ago, it was decided to naturalize these basins to ensure proper function and to avoid dredging the pond bottoms due to silting. Instead of raising the levy to a very high amount, the city paid for the naturalization and the SSA area is repaying the city over time. This will increase the levy gradually instead of a sudden increase to the residents.
- Sign Maintenance – we contemplate any repairs, maintenance, or replacement of the entryway signs to the subdivision.

Recommendation

This is an informational item.



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

Agenda Item Number

New Business #3

Tracking Number

PW 2021-67

Agenda Item Summary Memo

Title: MFT supplemental resolution for bulk rock salt purchase

Meeting and Date: Public Works Committee – November 16, 2021

Synopsis: Request for additional funds for purchase of bulk rock salt.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: October 27, 2021
Subject: MFT supplemental resolution for bulk rock salt

Summary

Proposed supplemental resolution to enable us to purchase the full quantity of bulk rock salt that we requested this year.

Background

Each year, in March, I submit our request for bulk rock salt for the upcoming year. This year was no different, I requested 1920 tons which was the maximum allowed when exercising the second year option that is allowed by contract. The maximum allowed is a 20% increase over last years request, this lets the customer take advantage of a low price but does not allow them to request an unreasonable amount in one year.

In August I received an email that states the following:

If you are receiving this email, we regret that we have to inform you that the Department of Central Management Services will not be executing any contract renewals this year. That being said, please see the attached letter for further explanation.

The new bid solicitation for CY21-22 Rock Salt will be under bid # 21-416CMS-BOSS4-P-23287.

The letter states that a tragic accident at a Cargill mine led to the permanent closure of the facility, and that due to this closure, the contracts could not be fulfilled. I have attached the letter for your review.

I immediately googled the incident at the mine and found out that there was a tragic accident, but the mine was already slated for closure later in the year. When I asked the State why they let Cargill out of the contract, I was told that CMS thought it was better to rebid than try and force the contract. I then asked if Cargill would be making up any difference in price between my guaranteed contract rate and the potentially higher new bid price. I was simply told that they would not be paying any difference.

Fast forward to September, which is the month that the bids usually get approved. On September 23rd, I received the following email:

Good Morning –

CMS issued a solicitation on August 6th for the purchase of rock salt. Bids were opened on August 27th; however, the solicitation did not result in an awardable bid. It is in the best interest of all participants for CMS to publish a rebid for all locations (with a scope substantially similar to the initial solicitation) for all locations. CMS published the solicitation for rebid on September 8th with a bid opening date scheduled for Friday, September 24.

Please rest assured that after bid opening, CMS will conduct bid evaluation and responsiveness reviews as quickly as possible to ensure that contract execution occurs well in advance of the winter season.

This put all of the local agencies in a bit of a panic, especially the ones that do not have a supply of salt on hand.

Luckily, we received approved bids on Monday October 25th and will be able to purchase our full allotment of salt for the year. The downside is that the salt ended up being \$15.35 more per ton than last year which results in this request to appropriate additional funds to cover the additional cost of salt.

The new total cost for salt will be up to \$116,716 if we take all 1920 tons. Our original appropriation for salt was \$105,000 leaving us with a shortfall of approximately \$12,000. The original amount also included an approximate \$17,000 buffer in case we needed to buy more salt than our contract allowed, or have some funds left over to be able to purchase salt at the end of the season at a low price. With the ~\$15/ton increase, and the option to be able to hold this new price again next year, I do not feel that is necessary anymore.

This new appropriation of MFT funds through a supplemental resolution does not trigger the need for a budget amendment. All necessary amendments can be done through IDOT and within our MFT budget.

Recommendation

I recommend that the supplemental resolution be approved by committee and passed by the City Council to allow us to purchase our full allotment of salt.



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



Resolution Number	Resolution Type	Section Number
	Supplemental	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of \$12,000
Name of Local Public Agency
Twelve Thousand Dollars ()

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/21 to 04/30/22
Beginning Date Ending Date

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

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

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

I Jori Behland City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

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Instructions for BLR 14220

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

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

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

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

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



Estimate of Maintenance Costs

Submittal Type **Supplemental**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Yorkville	Kendall	21-00000-00-GM	05/01/21	04/30/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	Ton	197.4	\$60.79	\$11,999.95	\$11,995.95
Total Operation Cost								\$11,995.95

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$11,995.95			\$11,995.95
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$11,995.95			\$11,995.95

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$11,995.95			\$11,995.95

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date

Instructions for BLR 14222 - Page 1 of 4

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

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

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

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

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

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

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

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

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

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

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

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

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

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

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

End of instructions for Maintenance Expenditure Statement

Submitted

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

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

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

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



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

Agenda Item Number

New Business #4

Tracking Number

PW 2021-68

Agenda Item Summary Memo

Title: Grande Reserve – Unit 23 (Tuscany Trail)

Meeting and Date: Public Works Committee – November 16, 2021

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: November 16, 2021
Subject: Grande Reserve – Unit 23 (Tuscany Trail)

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements of Tuscany Trail (paving, sidewalk, shared use path, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Original Value (Platte River Insurance Co. Bond No. PR2726980)	\$336,366.84
Required Value (10% of Original)	\$33,633.68
Net Allowable Reduction	\$302,733.16

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 23 (Tuscany Trail) and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

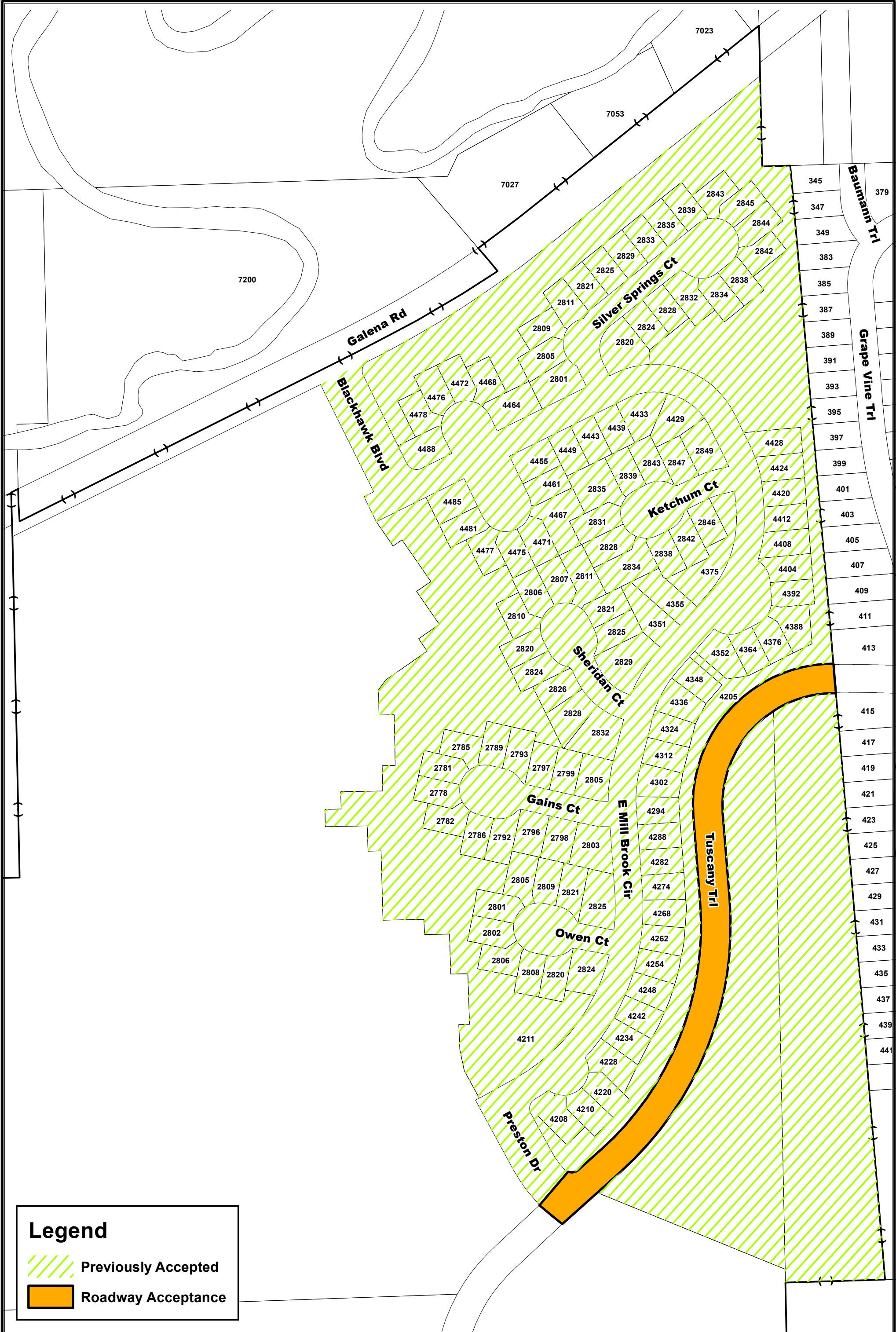
Signature of Seller

Name: _____



Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public



Legend

-  Previously Accepted
-  Roadway Acceptance

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



United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

DATE: NOVEMBER 2021	
PROJECT NO.: Y01730	
BY: MUT	
PATH: H:\GIS\PUBLIC\YORKVILLE\0173	
FILE: Y01730_Grade Map Unit 23 Exhibit B Update 2021	
NO.	DATE
REVISIONS	

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**UNIT 23 (TUSCANY TRL)
EXHIBIT B
LOCATION MAP**

