



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, February 15, 2022

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: January 18, 2022

New Business:

1. PW 2022-06 Snow Operations Report
2. PW 2022-07 Kane Kendall Council of Mayors – Call for Projects
3. PW 2022-08 EEI Rate Increase Request
4. PW 2022-09 North Central Elevated Water Storage Tank Rehabilitation – Bid Award
5. PW 2022-10 North Central Elevated Water Storage Tank Rehabilitation – Construction Engineering Agreement
6. PW 2022-11 Mill Road Reconstruction – Change Order No. 1
7. PW 2022-12 Raintree Village – Unit 5 Lot 362 – Plat of Easement Modification
8. PW 2022-13 Timber Ridge Estates (former Kendallwood) – Proposed Dormant Special Service Area (SSA)
9. PW 2022-14 Grande Reserve – Unit 9 Street Name Change
10. PW 2022-15 Grande Reserve – Unit 13 Acceptance
11. PW 2022-16 Grande Reserve – Unit 14 Acceptance
12. PW 2022-17 Fox Road Intergovernmental Agreement with Kendall County

Old Business:

Additional Business:

2019/2020/2021 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, February 15, 2022
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 18, 2022

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

NEW BUSINESS:

1. PW 2022-06 Snow Operations Report

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

2. PW 2022-07 Kane Kendall Council of Mayors – Call for Projects

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2022-08 EEI Rate Increase Request

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2022-09 North Central Elevated Water Storage Tank Rehabilitation – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2022-10 North Central Elevated Water Storage Tank Rehabilitation – Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2022-11 Mill Road Reconstruction – Change Order No. 1

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2022-12 Raintree Village – Unit 5 Lot 362 – Plat of Easement Modification

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2022-13 Timber Ridge Estates (former Kendallwood) – Proposed Dormant Special Service Area (SSA)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2022-14 Grande Reserve – Unit 9 Street Name Change

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2022-15 Grande Reserve – Unit 13 Acceptance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2022-16 Grande Reserve – Unit 14 Acceptance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2022-17 Fox Road Intergovernmental Agreement with Kendall County

☐ 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 – January 18, 2022

Meeting and Date: Public Works Committee – February 15, 2022

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:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE MEETING
Tuesday, January 18, 2022, 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 ongoing Covid-19 pandemic by allowing remote attendance for this meeting.

All attended in-person unless otherwise noted.

IN ATTENDANCE:

Committee Members

Chairman Matt Marek
Alderman Ken Koch

Alderman Jason Peterson
Alderman Joe Plocher

Other City Officials

City Administrator Bart Olson
Engineer Brad Sanderson, EEI
Alderman Craig Soling

Assistant City Admin. Erin Willrett (electronic attendance)
Public Works Director Eric Dhuse (electronic attendance)

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Matt Marek who read the Governor's Proclamation.

Citizen Comments: None

Previous Meeting Minutes: December 21, 2021

The minutes were approved as presented.

New Business:

1. PW 2022-01 Snow Operations Report

Mr. Dhuse reported no equipment breakdowns in the month, however, 2 trucks are still out and due back at the end of the month. The city has used approximately 375 tons of salt, which is less than usual.

2. PW 2022-02 Capital Improvement Projects Update

Mr. Sanderson referred to the agenda packet memo which describes the status of the various projects. Staff is getting several projects ready for letting bids and the road program letting will be in March. Kennedy/Mill Road is scheduled for March and E. Main for April. Chairman Marek asked about the Fox Hill improvements. There were issues with the contractor, but the committee will be kept updated.

3. PW 2022-03 Quarterly Bond and Letter of Credit Reduction Summary

Engineer Sanderson said there were only a few reductions for the entire year. No further discussion.

4. PW 2022-04 2021 RTBR Final Payment Estimate – Changer Order No. 1

The contractor has agreed on final quantities and this item is an annual series of documents for approval. One is a request for Change in Plans and the other is Engineer's Final Payment Estimate. Mr. Sanderson recommended approval of these items which is \$67,000 less than the estimate. This moves to the City Council consent agenda.

5. PW 2022-05 2021 RTBR (Additional) – Change Order No. 1

City Council had approved additional work which was performed by D Construction. The quantities have been agreed upon and Mr. Sanderson recommended approval of the Change Order which reflects \$109,000+ under the estimate. He noted the Corneils Rd. additional work was pulled out, since ComEd agreed to fund that portion. The committee approved this Change Order and it moves to the City Council consent agenda.

Old Business: None

Additional Business:

Alderman Koch asked about the Tuma Rd. light status, however, ComEd has not replied to inquiries.

Alderman Peterson questioned the lighting by Kennedy Rd. & Freedom Place. Mr. Dhuse said the lights are supposed to be functional at the end of the month, however, transformer work must be completed first.

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

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input 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 2022-06

Agenda Item Summary Memo

Title: Snow Operations Report

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Monthly snow operations report

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational item

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:

Memorandum

Snow Operations Salt and Brine Data									
Snow Event Date		2/2,2/3					Set to		
Date of Recording		2/8/2022					Salt	500	
G-Temp							Brine	ON	
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	349.6	9.4	101.10	55196	545.90	69	419	161.60	27.60
R2-#27	0	0.0	0.00	0	0.00	0	0	0.00	0.00
R3-#10	250	0.0	125.00	52000	416.00	0	0	0.00	26.00
R4-#13	203.8	5.3	90.40	49363	546.05				24.68
R5-#23	248.1	10.0	154.60	59948	378.70	32	113	16.60	29.97
R6-#18	219.5	8.0	133.80	57567	430.20	72	286	14.70	28.78
R7-#28	0	0.0	0.00	0	0.00	0	0	0.00	0.00
R8-#22	239.3	8.0	72.40	37575	518.00	33	95	9.00	18.79
R9-#11	306.7	7.9	122.00	57668	472.60	61	430	19.90	28.83
R7-#3	250		130	52000	400				26
R7-#14	250		130	52000	400				26
R6-#6	250		130	52000	400				26
R3-#19	230		120	48000	400				24
Total	2797.0	8	799.3	573317	377.50	267	1343	27.73	286.66
Out of Service									
Estimated. Small trucks not equipped with recording hardware.									

Recommendation

This is an informational item.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #2

Tracking Number

PW 2022-07

Agenda Item Summary Memo

Title: KKCOM Call for Projects

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Application Consideration

Council Action Previously Taken:

Date of Action: CC – 02/25/20

Action Taken: Authorized staff to submit a 2020 Call for Projects Application for Bristol Ridge Road project funding

Item Number: PW 2020-15

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: February 9, 2022
Subject: KKCOM – Call for Projects

Background:

The Kane-Kendall Council of Mayors (KKCOM) recently announced a call for projects. Generally, KKCOM funds three types of projects, Reconstruction, Minor Rehabilitation and Preservation (Resurfacing). In recent times, the City has taken advantage of the program and has received funding for Game Farm Road (Reconstruction), Cannonball Trail (Resurfacing), Mill Street (Resurfacing) and Bristol Ridge Road (Resurfacing).

Question Presented:

Should the City submit an application for the 2022 Call for Projects?

Discussion:

In order to be eligible for federal funding, a roadway must have a FAU Route designation. An exhibit indicating the FAU routes in the City is attached.

Staff has reviewed the City's eligible roadways and is recommending that E. Van Emmon Street be submitted for this particular call. Staff has preliminarily reviewed the potential rating/scoring of the project and has determined that it will most likely be the highest scoring eligible street in the City. Generally, higher traffic volume streets have a better chance of receiving these funds. Other high volume traffic street options were reviewed but ruled out for reasons noted below:

- | | |
|--------------------------------|---|
| • Portions of Cannonball Trail | More applicable for next call due to pavement condition |
| • Portions of Kennedy Road | More applicable for next call due to pavement condition |
| • West River Street | Requires a possible reconstruction; Planning is needed |

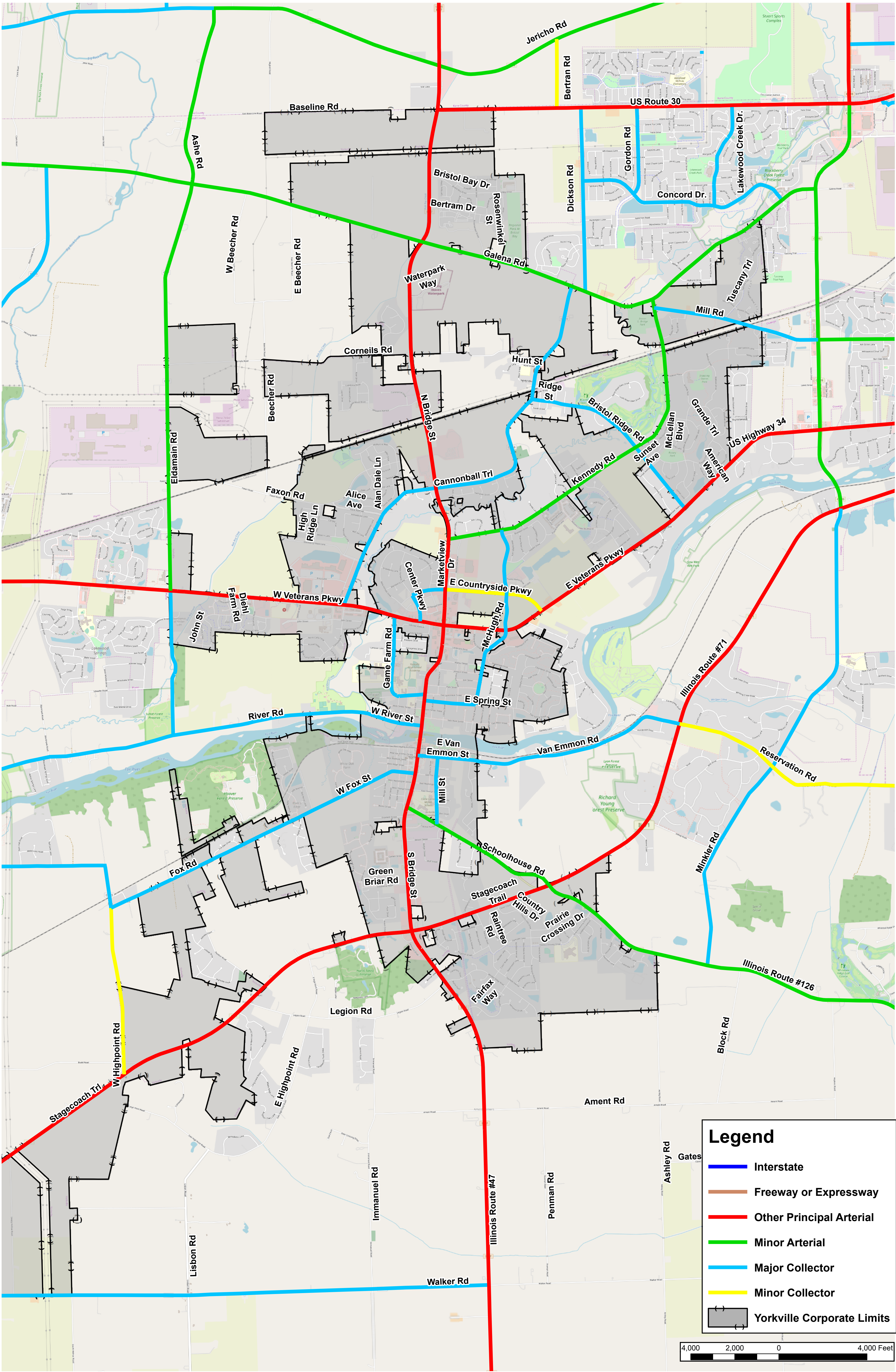
Note that new calls for projects are to occur every two years moving forward. Future considerations may include portions of Kennedy Road and Cannonball Trail.

If selected, the project would be 75% funded (Construction only) by the KKCOM. We are estimating a total project cost of \$583,000 (\$398,145 STP, \$184,855 Local).

The detailed cost estimate is also attached for your information.

Action Required:

Consideration of authorization to submit application for 2022 Call for Projects.



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

CITY OF YORKVILLE
Kendall County, IL

DATE:	January 2020
PROJECT NO.:	YO2000
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\YO2000
FILE:	YO2000 FAU ROUTE MAP.MXD

**FAU ROUTE MAP
CITY OF YORKVILLE**

LOCATION MAP



**PRELIMINARY COST ESTIMATE
LAFO IMPROVEMENTS
E. VAN EMMON STREET (FAU 2515)
FROM IL ROUTE 47 TO CITY LIMITS
2611 LF, 36' E-E ON AVERAGE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	450.0	\$ 30.00	\$ 13,500.00
2	SODDING, SALT TOLERANT	SQ YD	450.0	\$ 40.00	\$ 18,000.00
3	SUPPLEMENTAL WATERING	UNIT	10.0	\$ 10.00	\$ 100.00
4	BITUMINOUS MATERIALS (TACK COAT)	POUND	6,860.0	\$ 0.10	\$ 686.00
5	POLYMERIZED LEVELING BINDER, IL-4.75, N50	TON	590.0	\$ 100.00	\$ 59,000.00
6	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	400.0	\$ 15.00	\$ 6,000.00
7	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,170.0	\$ 75.00	\$ 87,750.00
8	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,215.0	\$ 7.50	\$ 39,112.50
9	DETECTABLE WARNINGS	SQ FT	100.0	\$ 30.00	\$ 3,000.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	10,160.0	\$ 3.00	\$ 30,480.00
11	COMBINATION CURB AND GUTTER REMOVAL	FOOT	440.0	\$ 5.00	\$ 2,200.00
12	SIDEWALK REMOVAL	SQ FT	5,215.0	\$ 1.50	\$ 7,822.50
13	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	110.0	\$ 50.00	\$ 5,500.00
14	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	110.0	\$ 45.00	\$ 4,950.00
15	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	310.0	\$ 40.00	\$ 12,400.00
16	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	440.0	\$ 40.00	\$ 17,600.00
17	MOBILIZATION	L SUM	1.0	\$ 19,000.00	\$ 19,000.00
18	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1.0	\$ 9,000.00	\$ 9,000.00
19	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1.0	\$ 3,500.00	\$ 3,500.00
20	CHANGEABLE MESSAGE SIGN	CAL DAY	60.0	\$ 60.00	\$ 3,600.00
21	SHORT-TERM PAVEMENT MARKING	FOOT	660.0	\$ 3.00	\$ 1,980.00
22	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	1,310.0	\$ 2.00	\$ 2,620.00
23	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	220.0	\$ 5.00	\$ 1,100.00
24	INLETS TO BE ADJUSTED	EACH	5.0	\$ 400.00	\$ 2,000.00
25	MANHOLES TO BE ADJUSTED	EACH	5.0	\$ 750.00	\$ 3,750.00
26	SANITARY MANHOLES TO BE ADJUSTED	EACH	5.0	\$ 1,250.00	\$ 6,250.00
27	THERMOPLASTIC PAVEMENT MARKINGS - 4"	FOOT	6,142.0	\$ 1.00	\$ 6,142.00
28	THERMOPLASTIC PAVEMENT MARKINGS - 24"	FOOT	40.0	\$ 5.00	\$ 200.00
29	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	40.0	\$ 150.00	\$ 6,000.00
	TOTAL CONSTRUCTION COSTS (A)				\$ 373,243.00

Cost estimate assumes 1" poly level binder, 2" surface & 5% patching

	TOTAL CONSTRUCTION COSTS (A) - SEE FIRST SHEET	\$ 373,243.00
	CONTINGENCY (10%) (B=A*0.1)	\$ 37,330.00
	TOTAL CONSTRUCTION COST WITH CONTINGENCY AND 4% INFLATION UNTIL 2025 (C=A*1.04^3+B)	\$ 473,980.00
	PHASE II ENGINEERING (11%) (E = 0.11*C)	\$ 52,140.00
	RIGHT OF WAY (F)	\$ -
	PHASE III ENGINEERING AND MATERIAL TESTING (12%) (G=0.12*C)	\$ 56,880.00
	ESTIMATED PROJECT TOTAL (H = C+D+E+F+G)	\$ 583,000.00

**PRELIMINARY COST ESTIMATE
LAFO IMPROVEMENTS
E. VAN EMMON STREET (FAU 2515)
FROM IL ROUTE 47 TO CITY LIMITS
2611 LF, 36' E-E ON AVERAGE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL**

	Local Funding Percentage	STP Funding Percentage
Engineering - Phase I:	100%	0%
Engineering - Phase II:	100%	0%
ROW:	100%	0%
Engineering - Phase III:	25%	75%
Construction:	25%	75%

	Estimated Cost (enter most recent cost)	Funding Request	Projected Fiscal Year
Engineering - Phase I:	\$ -	\$ -	
Engineering - Phase II:	\$ 52,140.00	\$ -	FY25
ROW:	\$ -	\$ -	
Engineering - Phase III:	\$ 56,880.00	\$ 42,660.00	FY26
Construction:	\$ 473,980.00	\$ 355,485.00	FY26
Total:	\$ 583,000.00	\$ 398,145.00	

	Local Funding
Engineering - Phase I:	\$ -
Engineering - Phase II:	\$ 52,140.00
ROW:	\$ -
Engineering - Phase III:	\$ 14,220.00
Construction:	\$ 118,495.00
Total:	\$ 184,855.00

G:\Public\Yorkville\2022\YO2204-C 2022 STP Call for Projects-Yorkville\Eng\East Van Emmons Street\[Van Emmon Street LAFO.xls]Yorkville



Legend

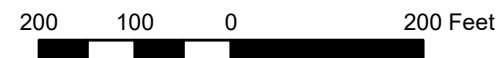
 Project Limits

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:	FEBRUARY 2022
		PROJECT NO.:	YO2204
		BY:	MJT
		PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
		FILE:	YO2204 VanEmmon Street Location Map
NO.	DATE	REVISIONS	



**E. VAN EMMON STREET
LOCATION MAP**





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 #3

Tracking Number

PW 2022-08

Agenda Item Summary Memo

Title: EEI Rate Increase Request

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 03/23/21 Action Taken: Approved hourly rate request

Item Number: PW 2021-18

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 10, 2022
Subject: EEI rate request

Summary

Consideration of a request from EEI to increase standard hourly rates for employees under the City's base contract and any supplemental contracts.

Background

This item was last discussed by the City Council in March 2021, when the City Council approved EEI's hourly rate request covering a change in rates between 2019 and 2021 (2020s rate request was foregone by EEI). EEI has proposed a 2022 rate increase request, which is attached to this memo. The attached documents show the 2022 rate requests, and the 2021 and 2019 approved rate requests. In general, EEI is requesting a ~5% inflationary type increases for each category.

These hourly rates are used as the unit price for supplemental engineering contracts but are also used in the City's base contract. Because the City has not modified the amount of the base level contract in a number of years, the City will receive marginally fewer hours in 2022.

Recommendation

Staff recommends approval of the 2022 EEI rate request.



Engineering Enterprises, Inc.

January 26, 2022

Mr. Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Proposed Changes in Hourly Rates and Expenses

Dear Mr. Olson:

This letter is to submit our request for changes in rates of compensation effective as soon as practical per our agreement.

The requested changes are in the hourly rates for various classifications of employees in accordance with our enclosed Standard Schedule of Charges (SSC) dated January 1, 2022. Also enclosed is our current summary of Personnel, Positions and Classifications to cross reference with the hourly rates for the individuals to whom they apply.

We believe that we have excellent personnel whom we have been able to retain through our continued investment in salary, benefits, education, equipment and facilities. We also believe that they provide an exceptional value to our clients.

We hope that you will honor our request so that we can continue to provide the high level of service that you expect and deserve. We are available to answer any questions or receive any comments that you may have.

Respectfully yours,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'B. Sanderson', is written over a horizontal line.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/ars
Enclosures

pc: Ms. Erin Willrett, Assistant City Administrator
DMT, EEI

\\Milkyway\\EEI_Storage\\Docs\\Public\\Yorkville\\2022\\YO2200-C General\\Docs\\lcofyo - rate change for 2022.docx



Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 206.00
Expert Testimony		\$ 258.00

ENGINEERING ENTERPRISES, INC.

STANDARD SCHEDULE(S) OF CHARGES

<u>Classification / Designation</u>	<u>Approved 2019 Rates</u>	<u>Approved 2021 Rates</u>	<u>Proposed 2022 Rates</u>	<u>% Change 2021 to 2022</u>
E-4	\$ 208	\$ 217	\$ 228	5.1%
E-3	\$ 203	\$ 212	\$ 223	5.2%
E-2	\$ 197	\$ 206	\$ 216	4.9%
E-1	\$ 178	\$ 185	\$ 194	4.9%
P-6	\$ 165	\$ 174	\$ 183	5.2%
P-5	\$ 153	\$ 162	\$ 170	4.9%
P-4	\$ 141	\$ 147	\$ 154	4.8%
P-3	\$ 129	\$ 135	\$ 142	5.2%
P-2	\$ 117	\$ 123	\$ 129	4.9%
P-1	\$ 106	\$ 110	\$ 116	5.5%
T-6	\$ 153	\$ 158	\$ 159	0.6%
T-5	\$ 141	\$ 147	\$ 149	1.4%
T-4	\$ 129	\$ 135	\$ 139	3.0%
T-3	\$ 117	\$ 123	\$ 129	4.9%
T-2	\$ 106	\$ 110	\$ 116	5.5%
T-1	\$ 93	\$ 97	\$ 102	5.2%
G-1	\$ 75	\$ 100	\$ 105	5.0%
I-1	\$ 84	\$ 79	\$ 79	0.0%
A-3	\$ 70	\$ 70	\$ 70	0.0%
1 Man Field Crew with Standard Survey Equipment	\$ 168	NA	NA	
2 Man Field Crew with Standard Survey Equipment	\$ 262	NA	NA	
1 Man Field Crew with RTS or GPS *	\$ 208	NA	NA	
2 Man Field Crew with RTS or GPS *	\$ 302	NA	NA	
Vehicle for Construction Observation	\$ 15	\$ 15	\$ 15	
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	\$0.25/Sq. Ft. (Black & White)	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	\$1.00/Sq. Ft. (Color)	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	Cost	Cost	
Services by Others (Direct Costs)	Cost + 10%	Cost + 10%	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$ 200 ^	\$ 200	\$ 206	
Expert Testimony	\$ 225 ^	\$ 250	\$ 258	

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

NA = Not applicable

^ = Rates were in place, but not included on 2019 SSC



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 2022-09

Agenda Item Summary Memo

Title: North Central Elevated Water Storage Tank Rehabilitation – Bid Award

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 9, 2022
Subject: North Central Elevated Water Storage Tank Rehabilitation

Bids were received, opened, and tabulated for work to be done on the North Central Elevated Water Storage Tank Rehabilitation at 10:00 a.m., February 4, 2022. Representatives of contractors bidding the project, the City and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY23 budget.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Jetco, Ltd, PO Box 908, Lake Zurich, IL 60047 in the total amount of **\$630,750.00**.

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

BID TABULATION NORTH CENTRAL ELEVATED WATER STORAGE TANK REHABILITATION UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 2/4/2022		Jetco, Ltd. PO Box 908 Lake Zurich, IL 60047		Tecorp, Inc. 2221 Muriel Court Joliet, IL 60433		Era Valdivia Contractors, Inc. 11909 S. Avenue O Chicago, IL 60617		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EXTERIOR PAINTING, COMPLETE (WITH CONTAINMENT)	LS	1	\$ 280,993.00	\$ 280,993.00	\$ 285,000.00	\$ 285,000.00	\$ 420,000.00	\$ 420,000.00	\$ 260,000.00	\$ 260,000.00
2	INTERIOR PAINTING COMPLETE (WET AREA)	LS	1	\$ 106,080.00	\$ 106,080.00	\$ 164,000.00	\$ 164,000.00	\$ 120,000.00	\$ 120,000.00	\$ 160,000.00	\$ 160,000.00
3	INTERIOR PAINTING COMPLETE (DRY AREA)	LS	1	\$ 38,960.00	\$ 38,960.00	\$ 67,500.00	\$ 67,500.00	\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00
4	LETTERING AND LOGO	LS	1	\$ 25,500.00	\$ 25,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
5	FURNISH AND INSTALL MUD VALVE	LS	1	\$ 4,160.00	\$ 4,160.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00
6	OVERFLOW PIPE MODIFICATIONS	LS	1	\$ 5,320.00	\$ 5,320.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
7	WELD REPAIR - CORROSION PITS	SQ IN	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 25.00	\$ 2,500.00	\$ 60.00	\$ 6,000.00
8	PIT FILLING, APPLIED	GAL	5	\$ 2,000.00	\$ 10,000.00	\$ 750.00	\$ 3,750.00	\$ 350.00	\$ 1,750.00	\$ 700.00	\$ 3,500.00
9	WASTE DISPOSAL	TON	125	\$ 10.00	\$ 1,250.00	\$ 30.00	\$ 3,750.00	\$ 1.00	\$ 125.00	\$ 100.00	\$ 12,500.00
10	HAZARDOUS WASTE DISPOSAL	TON	50	\$ 10.00	\$ 500.00	\$ 60.00	\$ 3,000.00	\$ 1.00	\$ 50.00	\$ 200.00	\$ 10,000.00
11	TANK DISINFECTION, SAMPLING, AND BACTERIOLOGICAL TESTING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
12	REMOVE AND REPLACE CONDENSATE DRAINLINE	LS	1	\$ 3,360.00	\$ 3,360.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
13	FURNISH AND INSTALL ROOF HATCH	LS	1	\$ 3,640.00	\$ 3,640.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14	FURNISH AND INSTALL ACCESS TUBE MANWAY COVER	LS	1	\$ 4,390.00	\$ 4,390.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
15	FURNISH AND INSTALL FLANGED EXHAUST HATCH	LS	1	\$ 100.00	\$ 100.00	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00
16	LADDER OPENING MODIFICATIONS	EACH	2	\$ 3,120.00	\$ 6,240.00	\$ 4,000.00	\$ 8,000.00	\$ 9,000.00	\$ 18,000.00	\$ 10,000.00	\$ 20,000.00
17	RISER PIPE INSULATION REMOVAL AND REPLACEMENT	LS	1	\$ 10,199.00	\$ 10,199.00	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
18	REMOVE ROOF POD	LS	1	\$ 10,604.00	\$ 10,604.00	\$ 15,000.00	\$ 15,000.00	\$ 72,000.00	\$ 72,000.00	\$ 15,000.00	\$ 15,000.00
19	ROOF HANDRAIL	LS	1	\$ 16,900.00	\$ 16,900.00	\$ 48,000.00	\$ 48,000.00	\$ 28,000.00	\$ 28,000.00	\$ 15,000.00	\$ 15,000.00
20	REMOVE AND REPLACE EXPANSION JOINT	LS	1	\$ 10,400.00	\$ 10,400.00	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 29,000.00	\$ 29,000.00
21	ELECTRICAL REPAIRS	LS	1	\$ 67,154.00	\$ 67,154.00	\$ 60,000.00	\$ 60,000.00	\$ 62,000.00	\$ 62,000.00	\$ 45,000.00	\$ 45,000.00
22	ITEMS ORDERED BY THE ENGINEER	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL BASE BID (Items 1 -22)				630,750.00		746,500.00		883,425.00		\$ 678,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-6.97%

10.10%

30.30%

Era Valdivia Contractors' bid contained a math error. The as read total was \$877,425.00. The highlighted cells have been corrected.



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 #5

Tracking Number

PW 2022-10

Agenda Item Summary Memo

Title: North Central Elevated Water Storage Tank Rehabilitation – PSA

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 10, 2022
Subject: North Central Elevated Water Storage Tank Rehab –
Construction Engineering

Summary

Approval of a construction engineering agreement with EEI for the North Central Elevated Water Storage Tank Rehab.

Background

This project is included in the FY 22 budget and was referenced in the FY 22 budget memo as approved by City Council in Spring 2021. The water tower at 610 Tower Lane generally needs to be cleaned out and repainted, and the capital improvement plan summary page is attached. Accordingly, EEI has submitted a construction engineering agreement for our consideration.

The attached construction engineering agreement contains a \$50,000 estimate, based on hours expected to be spent as estimated within the exhibit to the agreement.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the North Central Elevated Water Storage Tank Rehab.

2023-2027 Capital Project Sheet

Project # **WM11**

Project Description **North Central EWST Re-Paint**

Project summary, justification and alignment to Strategic Plan

300,000 Gallon EWST, last recoated in 2008. Exterior should last 10 years, interior 15 years.

Note: Most expensive painting option shown.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Years	TOTAL
Design Engineering		X									-
Construction Engineering		X			50,000						50,000
Land Acquisition											-
Infrastructure		X			706,000						706,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					756,000	-	-	-	-	-	756,000

Funding Source(s)		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

Project Not Initiated.

Grants (funded or applied for) related to the project.

None

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

**North Central Elevated Water Storage Tank Rehabilitation
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction engineering will be provided for the rehabilitation of the North Central Elevated Water Storage Tank, which shall include repainting the interior and exterior of the tank. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for on an Hourly and Actual Amount basis in the amount of \$50,000. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

*North Central Elevated Water Storage Tank Rehabilitation
United City of Yorkville
Professional Services Agreement
Construction Engineering*

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2021 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

North Central Elevated Water Storage Tank Rehabilitation

United City of Yorkville Professional Services Agreement - Construction Engineering

Attachment B – Scope of Services

Deficiencies have been observed with the exterior and interior coating systems of the North Central Elevated Water Storage Tank (EWST). Bidding documents have been prepared to address these deficiencies, and the project is currently in the bidding phase. As part of the scope of this contract, all construction engineering and Warranty Period related engineering work will be performed.

The proposed work items for this project are as follows:

CONSTRUCTION ENGINEERING

- 03-1 Project Initiation Meeting (Preconstruction)
- 03-2 Construction Administration
- 03-3 Construction Observation
- 03-4 Preparing and Following Up With Punchlist
- 03-5 Progress Meetings (3)
- 03-6 Weekly Progress Summaries
- 03-7 Filling and Disinfection of the Tank

WARRANTY PERIOD

- 03A-1 1-Year On-site Maintenance Review
- 03A-2 Follow Up With Any Warranty Issues and Review Once Corrected

DIRECT COSTS

- Printing
- Electrical Consultant
- Transportation

Exclusions:

- Paint Sampling and Laboratory Analysis
- Soil Testing

An anticipated schedule for the construction is provided as Attachment D.

The above scope summarizes the work items that will be completed for this contract. Additional work items, such as additional meetings beyond the project initiation meeting defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



**ATTACHMENT C.2 - BREAKDOWN OF COMPENSATION FOR
PROFESSIONAL ENGINEERING SERVICES**

DATE:	1/28/2022
ENTERED BY:	BBK/MLP

**NORTH CENTRAL ELEVATED WATER STORAGE TANK REHABILITATION
CONSTRUCTION ENGINEERING**

UNITED CITY OF YORKVILLE, ILLINOIS

WORK ITEM NO.	WORK ITEM	ENGINEERING					DRAFTING			SURVEYING			ADMIN.	WORK	SUB-	COST PER ITEM
		PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	CAD MANAGER	SENIOR PROJECT TECHN.	PROJECT TECHN.	PROJECT MANAGER	PROJECT SURVEYOR	PROJECT TECHN.	SECRET.	ITEM HOUR SUMM.	CONSULTANT FEE (LS)	
PHASE 3: CONSTRUCTION ENGINEERNIG																
03-1	Project Initiation Meeting (Preconstruction)	2		2		4								8		\$1,360
03-2	Construction Administration	4				8							3	15		\$2,234
03-3	Construction Observation	8		16		212								236		\$35,644
03-4	Preparing and Following Up With Punchlist	2				12								14		\$2,188
03-5	Progress Meetings (3)	9				6								15		\$2,790
03-6	Weekly Progress Summaries	2				4								6		\$1,012
03-7	Filling and Disinfection of the Tank	2				6								8		\$1,306
SUBTOTAL - PHASE 3: CONSTRUCTION														302	\$0	\$46,534
PHASE 3A: WARRANTY PERIOD																
03A-1	1-Year On-site Maintenance Review	1		2		4								7		\$1,148
03A-2	Follow Up With Any Warranty Issues and Review Once Corrected	1		2		4								7		\$1,148
SUBTOTAL - PHASE 3A: CONSTRUCTION														14	\$0	\$2,296
MAN-HOUR TOTAL:		31	0	22	0	260	0	0	0	0	0	0	3	316	\$0	\$48,830

FEE SCHEDULE AS OF 01/01/21						
Principal	E-3	31	hours	@	\$212	per hour = \$6,572
Senior Project Manager	E-2	0	hours	@	\$206	per hour = \$0
Project Manager	E-1	0	hours	@	\$185	per hour = \$0
Senior Project Engineer/Planner/Surveyor II	P-6	22	hours	@	\$174	per hour = \$3,828
Senior Project Engineer/Planner/Surveyor I	P-5	0	hours	@	\$162	per hour = \$0
Project Engineer/Planner/Surveyor	P-4	260	hours	@	\$147	per hour = \$38,220
Senior Engineer/Planner/Surveyor	P-3	0	hours	@	\$135	per hour = \$0
Engineer/Planner/Surveyor	P-2	0	hours	@	\$123	per hour = \$0
Associate Engineer/Planner/Surveyor	P-1	0	hours	@	\$110	per hour = \$0
CAD Manager	T-6	0	hours	@	\$158	per hour = \$0
Senior Project Technician	T-5	0	hours	@	\$147	per hour = \$0
Project Technician	T-4	0	hours	@	\$135	per hour = \$0
Senior Technician	T-3	0	hours	@	\$123	per hour = \$0
Technician	T-2	0	hours	@	\$110	per hour = \$0
Associate Technician	T-1	0	hours	@	\$97	per hour = \$0
Administrative Assistant	A-3	3	hours	@	\$70	per hour = \$210
HOURLY TOTAL=		316				
						TOTAL EEI LABOR = \$48,830

DIRECT COSTS AND OUTSIDE SERVICES	
Printing	\$100
Electrical Engineer (Sub)	\$800
DIRECT EXPENSES =	\$900

TOTAL LABOR COSTS		
Engineering =		\$48,620
Drafting =		\$0
Surveying =		\$0
Administrative =		\$210
TOTAL LABOR EXPENSES =		\$48,830

TOTAL CONTRACT COSTS =	\$49,730
-------------------------------	-----------------

Exclusions:
Paint Sampling and Laboratory Analysis
Soil Testing

I:\Mkyway\EEI_Storage\Docs\Public\Yorkville\2021\YO2137 North Central (Tower Lane) Tank Rehabilitation\Project Management\PSA\PSA - Phase III\Attachment C - fee breakdown.xls\YO2137



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #6

Tracking Number

PW 2022-11

Agenda Item Summary Memo

Title: Mill Road Reconstruction – Change Order No. 1

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Mill Road Reconstruction – New Completion Date

Council Action Previously Taken:

Date of Action: CC – 04/27/21 Action Taken: Bid for construction awarded and Professional Services Agreement approved

Item Number: PW 2021-27 & 28

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 24, 2022
Subject: Mill Road Reconstruction

Due to utility delays and weather, the project was not able to be completed in the fall of 2021. Therefore, we are recommending extending the completion date to May 20, 2022.

Attached is a formal change order document reflecting the change.

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

CHANGE ORDER

Order No. 1

Date: January 24, 2022

Agreement Date: June 6, 2021

NAME OF PROJECT: Mill Road Reconstruction

OWNER: United City of Yorkville

CONTRACTOR: D Construction Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,957,829.43

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,957,829.43

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$0

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,957,829.43

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 200 calendar days.

The date for completion for all work will be May 20, 2022

Justification

Due to utility delays and weathers, the completion date has been extended.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: D Construction, Inc.



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 #7

Tracking Number

PW 2022-12

Agenda Item Summary Memo

Title: Raintree Village – Lot 362 Easement Modification

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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: January 24, 2022
Subject: Raintree Village – Lot 362 Easement Modifications

The lot owner/builder (Lennar) has requested a modification to the rear yard easement due to existing conditions. The requested easement is a 20' stormwater management easement as noted on the attached plat.

Staff is recommended approval of the request.

PLAT OF EASEMENT

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT CALATLANTIC GROUP, INC., A DELAWARE CORPORATION, IS THE FEE SIMPLE OWNER OF THE LAND HEREIN DESCRIBED, AND HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED AT EAST DUNDEE, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____.

CALATLANTIC GROUP, INC., A DELAWARE CORPORATION
1141 EAST MAIN STREET, SUITE 108
EAST DUNDEE, ILLINOIS 60118

SIGN _____	SIGN _____
TITLE _____	TITLE _____
PRINTED NAME _____	PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY,

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____

AND _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20____, AT _____, ILLINOIS.

NOTARY PUBLIC _____

NOTES:

1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. THIS PLAT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE AND ARE IN THE SAME ANGULAR RELATIONSHIP AS RAINTREE VILLAGE, UNIT FIVE RECORDED JUNE 20, 2005 AS DOCUMENT 200500017195.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. ALL EASEMENTS AND SETBACKS SHOWN HEREON WERE GRANTED AND ESTABLISHED PER RAINTREE VILLAGE, UNIT FIVE RECORDED JUNE 20, 2005 AS DOCUMENT 200500017195, UNLESS SHOWN OTHERWISE.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

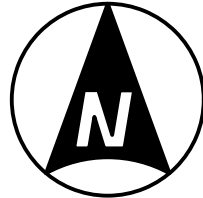
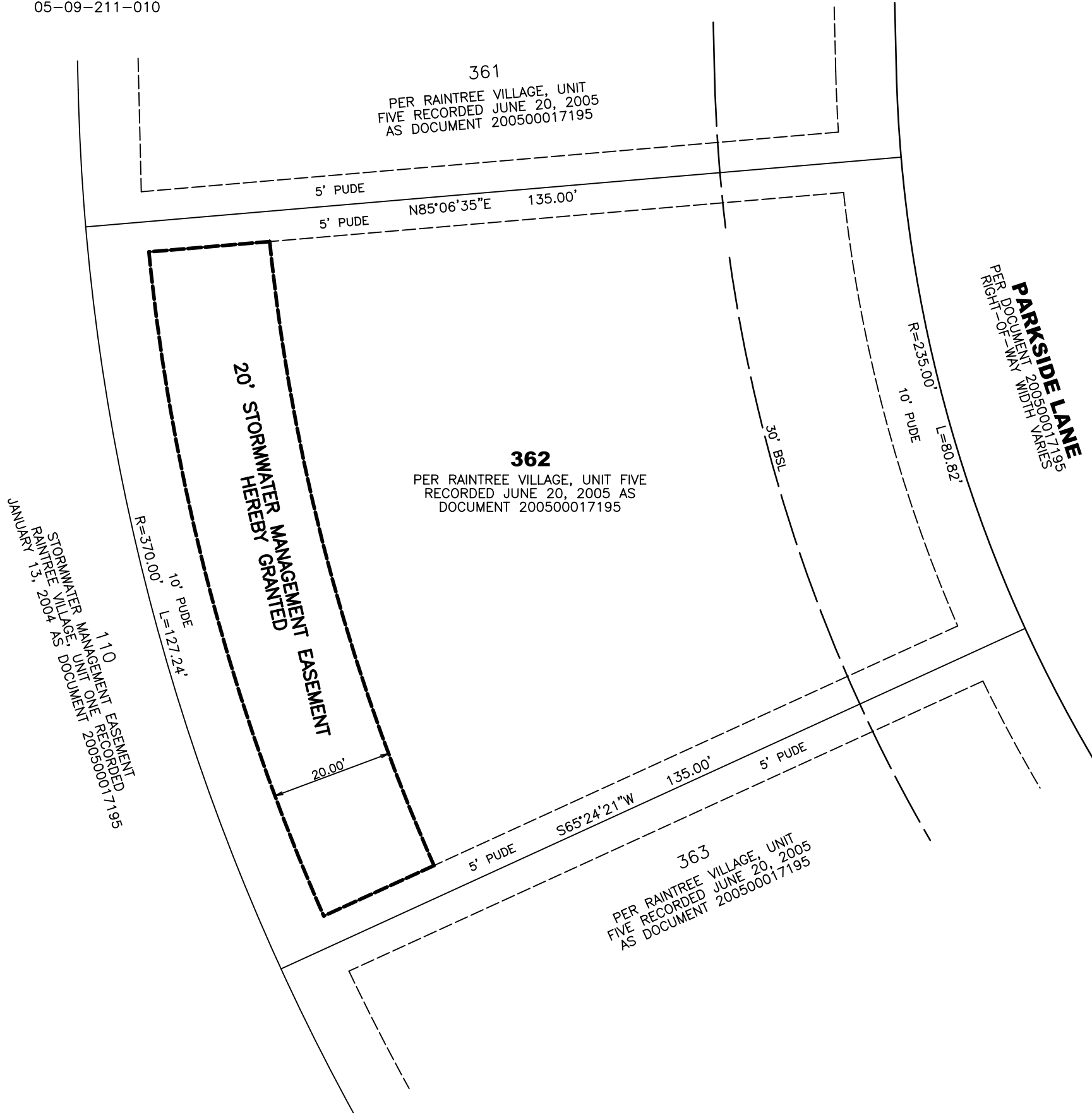
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (ABBREVIATED S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

PROPERTY DESCRIPTION:

LOT 362, IN RAINTREE VILLAGE, UNIT FIVE, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 2005 AS DOCUMENT 200500017195, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

P.I.N.:

05-09-211-010



20 10 0 20
SCALE: 1" = 20'

LEGEND:

- BUILDING SETBACK LINE (BSL)
- - - - EXISTING EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE (ROW)
- EXISTING LOT LINE
- EASEMENT LIMITS HEREBY GRANTED
- PUDE PUBLIC UTILITY & DRAINAGE EASEMENT
- R= RADIUS
- L= LENGTH

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20____.

CITY ENGINEER _____

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AT A MEETING HELD THIS ____ DAY OF _____, 20____.

CITY CLERK _____

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)SS

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____, 20____.

CITY ADMINISTRATOR _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS PLAT WAS PREPARED FROM EXISTING PLATS AND RECORDS BY MACKIE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF GRANTING EASEMENTS AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20____, IN ROSEMONT, ILLINOIS,

DALE A. GRAY
EMAIL: dgray@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2022

CERTIFICATE OF RECORDER

STATE OF ILLINOIS)
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN

THE RECORDER'S OFFICE OF KENDALL COUNTY AFORESAID ON THE ____

DAY OF _____, A.D., 20____, AT ____O'CLOCK ____M.,

AND RECORDED IN BOOK _____ OF PLATS ON PAGE_____.

KENDALL COUNTY RECORDER _____

CLIENT:

LENNAR®

1141 EAST MAIN STREET, SUITE 108
EAST DUNDEE, ILLINOIS 60118



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DESIGNED

DRAWN

APPROVED

DATE

SCALE

GKF

DAG

12-07-21

1" = 20'

PLAT OF EASEMENT
RAINTREE VILLAGE, UNIT FIVE - LOT 362
YORKVILLE, ILLINOIS

SHEET

1 OF **1**

PROJECT NUMBER: 3459
© MACKIE CONSULTANTS LLC, 2021
ILLINOIS FIRM LICENSE 184-002694



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input checked="" 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 #9

Tracking Number

PW 2022-14

Agenda Item Summary Memo

Title: Timber Ridge Estates (f/k/a Kendallwood Estates) – Proposed Dormant SSA

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Public Hearing for proposed dormant Special Service Area for Timber Ridge

Estates (f/k/a Kendallwood Estates) stormwater management basins.

Council Action Previously Taken:

Date of Action: CC – 1/25/22 Action Taken: Approval of Development Agreement Ordinance

Item Number: EDC 2021-43

Type of Vote Required: Majority

Council Action Requested: Authorization to schedule public hearing date

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Public Works Committee
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Bart Olson, City Administrator
Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: February 10, 2022
Subject: **Timber Ridge Estates (former Kendallwood Estates)**
Proposed Establishment of a Dormant Special Service Area (SSA)

Summary

Last month, the City Council approved and entered into an agreement with Rally Homes, LLC for the completion of infrastructure in the former Kendallwood Estates subdivision (now known as Timber Ridge Estates) which should clear the way for future home construction in the stalled development. As required by the City's adopted Stormwater Ordinance, the establishment of a dormant, or back-up, Special Service Area (SSA) is needed should the homeowner's association, which will have primary responsibility for the common areas, dissolve or fail to adequately maintain them.

The SSA would serve as long term funding source for the maintenance of the various common areas and storm water facilities, and only affects those property owners directly benefiting from such maintenance. A copy of the draft enabling ordinance for the establishment of the Special Service Area is attached for your review and will be presented to the City Council at an upcoming meeting, as part of the public hearing process.

Proposed Dormant Special Service Area

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance and repair of the common area lots that include drainage easement areas and storm water facilities within the Timber Ridge Estates in the event the homeowner's association fails to do so. The common area lots consist of Lots #84, #85, #86 #87, #88, #89, #90 and #91, as illustrated on the attached map.

The SSA will be used to cover costs related to (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and (4) the administrative costs incurred by the City in connection with the above (collectively the "Services") within the Special Service Area in the event the Owners and/or the homeowners association for the development have failed to satisfactorily undertake the ongoing maintenance, repair and reconstruction in compliance with the ordinances of the Yorkville City Code.

Estimated Future Costs

Based upon figures provided by the City Engineer, it is estimated the cost for maintaining the stormwater management facilities within the development is \$33,280/annually for the next 100 years. This includes the annual maintenance of the basins (approx. \$6,000/year), removal and replacement of a new fence (approx. \$89,200 in year 20), and the removal and replacement of the retaining wall (approx. \$1,141,000 in year 50 and in year 100).

The chart below details the annual estimated equalized assessed value (EAV) for the homes constructed in each phase of the development and the estimated special service area (SSA) tax revenue the City will receive should the dormant SSA be activated. The estimated maximum special service area (SSA) tax is \$1,650 per home annually. However, the City should be able to levy less than the maximum SSA tax annually and still be able to cover the maintenance costs during all phases of buildout.

	# of Homes per Buildout	Cumulative # of Homes	Average Home Price	Estimated EAV per Unit	Total EAV for SSA	Total SSA Taxes	Per Unit
Phase I Buildout	43	43	\$ 450,000	\$ 150,000	\$ 6,450,000	\$ 70,950	\$ 1,650
Phase II Buildout	22	65	\$ 450,000	\$ 150,000	\$ 9,750,000	\$ 107,250	\$ 1,650
Complete Buildout	18	83	\$ 450,000	\$ 150,000	\$ 12,450,000	\$ 136,950	\$ 1,650

KENDALLWOOD ESTATES - SWMF MAINTENANCE

Basin Maintenance (Annually)	New Fence (20 Yr.)	New Retaining Wall (50 Yr.)	Annual SSA Costs
\$6,000	\$89,200	\$1,141,000	\$ 33,280

Staff Comments/Recommendation

Staff is seeking direction and authorization to schedule the public hearing date for the establishment of the Special Service Area. Below is the tentative meeting schedule for the proposed dormant SSA approval process:

Proposed SSA Timetable		
Timber Ridge Estates - Backup SSA		
Ordinance Proposing SSA (Sets the public hearing date)	Public Works Committee	February 15, 2022
Ordinance Proposing SSA	City Council	February 22, 2022
Public Hearing Notice - published on March 1, 2022 Notice by publication shall be at least once not less than 15 days prior to the hearing. Individual notices to existing property owners, if any, must be sent via certified mail.		
Public Hearing (After the public hearing, 60 day waiting period before we can approve SSA)	City Council	March 22, 2022
60 Day Waiting Period for Objections		
Ordinance Establishing SSA	City Council	May 24, 2022

If direction given is to move forward with the City Council public hearing for March 22, 2022, we anticipate having a notice in the March 1st edition of the Beacon Newspaper. By State law, final consideration of the ordinance establishing the dormant Special Service Area must occur no sooner than 60 days after the public hearing. Staff has tentatively scheduled the May 24, 2022 City Council meeting for the formal vote.

Attachments

1. Aerial Map
2. Draft Enabling Ordinance
3. Legal Description
4. Final Plat Kendallwood Estates
5. Draft Public Hearing Notice



Ordinance No. 2022-_____

**AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER 2022-1
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
(Timber Ridge Estates)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII of the Constitution of the State of Illinois; and,

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, the City is authorized to create special service areas in and for the City that are further established “in the manner provided by law;” and,

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law, (35 ILCS 200/27-5 *et seq.*) and the Property Tax Code (35 ILCS 200/1-1 *et seq.*) the City may establish special service areas to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City; and,

WHEREAS, the owner of record (the “Owner”) of the real property hereinafter described (the “Subject Territory”) that has been approved for eight-three (83) single-family lot residential subdivision that by City ordinance must provide for a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water detention areas serving the Subject Territory; and,

WHEREAS, it is in the public interest that a special service area be established for the Subject Territory for the purposes set forth herein and to be known as Special Service Area 2022-1.

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

Section 1: Establishment. That it is in the public interest that Special Service Area 2022-1 is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory that is legally described and that contains the Property Index Numbers as stated in *Exhibit A*, attached hereto and made a part hereof by this reference.

Section 2: Area. That said Subject Territory area is a residential subdivision consisting of eight-three (83) single-family lots (Lots #1-83) and eight (8) common area lots (Lots #84-91) to be utilized for stormwater management basins. All lots are totally within the corporate limits of the City and an accurate map of the property within Special Service Area 2022-1 is attached hereto and made a part hereof as *Exhibit B*.

Section 3: Purpose. That said Subject Territory will benefit specifically from the municipal services to be provided and that such services are in addition to those municipal services provided to the City as a whole, and unique and in the best interests of Special

Service Area 2022-1. The City's levy of special taxes against said Subject Territory shall be to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water systems in the event that the Owner has failed to do so. The special governmental services for the Special Service Area may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and,
- (4) the administrative costs incurred by the City in connection with the above (collectively, the "*Services*") within the Special Service Area.

Section 5: Hearing. That a public hearing was held on the 22nd day of March, 2022 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of Special Service Area 2022-1 in the Area and to consider the levy of an annual tax as further described in Section 7.

Section 6: Notice. Notice of the public hearing, attached hereto as Exhibit C, was published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice was given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on the Subject Territory within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.

Section 7: Objectors. That the Owner and all taxpayers of record owning taxable real property located within Special Service Area 2022-1, were heard at the public hearing held on March 22, 2022. That no objections were filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area 2022-1 or the levy of an annual tax in Special Service Area 2022-1.

Section 7: Tax. That there shall be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax that in the initial year shall not exceed \$1.10 for every \$100.00 of equalized assessed value of property in Special Service Area 2020-1 and the maximum rate of such taxes to be extended in any year within the Area shall not exceed \$1.10 for every \$100.00 of equalized assessed value to pay the annual cost of providing the special services described above that shall be in addition to all other taxes permitted by law.

Section 8: Recording. The City Clerk shall file within 30 days of the adoption of this ordinance a certified copy of this ordinance, including Exhibits A, B and C with the County Clerk of Kendall County and with the Kendall County Recorder's Office.

Section 9: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, 2022.

CITY CLERK

KEN KOCH

DAN TRANSIER

ARDEN JOE PLOCHER

CRAIG SOLING

CHRIS FUNKHOUSER

MATT MAREK

SEAVER TARULIS

JASON PETERSON

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2022.

MAYOR

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 91 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Numbers:

05-04-131-003-0000
05-04-131-002-0000
05-04-127-003-0000
05-04-127-002-0000
02-33-377-032-0000
02-33-377-031-0000
02-33-377-029-0000
02-33-377-028-0000
02-33-377-027-0000
02-33-377-026-0000
02-33-377-025-0000
02-33-377-024-0000
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05-04-128-007-0000
05-04-128-008-0000
02-33-380-014-0000
02-33-380-015-0000
02-33-380-016-0000
05-04-129-002-0000
05-04-129-003-0000
05-04-129-004-0000
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05-04-129-007-0000
05-04-129-008-0000

EXHIBIT B MAP

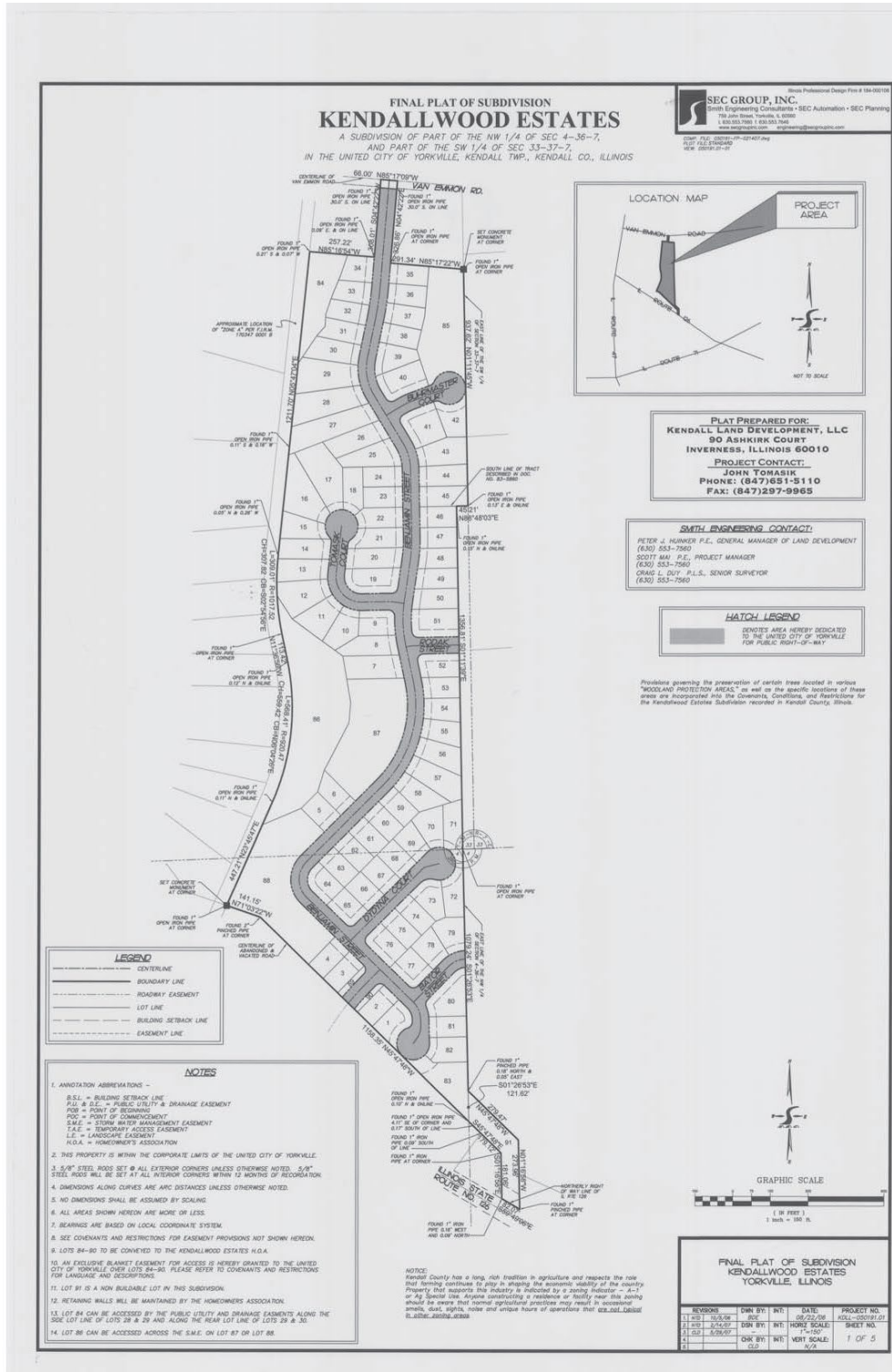


EXHIBIT C
PUBLIC HEARING NOTICE

Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2022-1

Notice is Hereby Given that on March 22, 2022, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the “City”) to consider forming a special service area to be called Special Service Area 2022-1 consisting of the following described real property legally described as:

LOTS 1 THROUGH 91 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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02-33-380-008-0000
02-33-380-009-0000
02-33-380-010-0000
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05-04-129-004-0000
05-04-129-005-0000
05-04-129-006-0000
05-04-129-007-0000
05-04-129-008-0000

The approximate location of the Subject Property is just south of Van Emmon Road and east of Route 47 in Yorkville.

The general purpose of the formation of the Special Service Area 2022-1 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2022-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of

the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

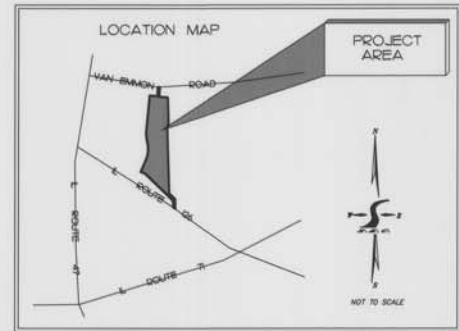
Dated this 1st day of March 2022.

Jori Behland
City Clerk

FINAL PLAT OF SUBDIVISION KENDALLWOOD ESTATES

A SUBDIVISION OF PART OF THE NW 1/4 OF SEC 4-36-7,
AND PART OF THE SW 1/4 OF SEC 33-37-7,
IN THE UNITED CITY OF YORKVILLE, KENDALL TWP., KENDALL CO., ILLINOIS

SEC GROUP, INC.
Smith Engineering Consultants • SEC Automation • SEC Planning
750 John Street, Yorkville, IL 60550
TEL: 815.553.7980 FAX: 815.553.7948
www.secgroupinc.com
COMP. FILE: 200701-PP-021407.dwg
PLOT FILE: STANDARD
VIEW: 000101.01-01



PLAT PREPARED FOR:
KENDALL LAND DEVELOPMENT, LLC
90 ASHKIRK COURT
INVERNESS, ILLINOIS 60010
PROJECT CONTACT:
JOHN TOMASIK
PHONE: (847)651-5110
FAX: (847)297-9965

SMITH ENGINEERING CONTACT:
PETER J. HUNKER P.E., GENERAL MANAGER OF LAND DEVELOPMENT
(830) 553-7560
SCOTT MAI P.E., PROJECT MANAGER
(830) 553-7560
CRAIG L. DUY P.L.S., SENIOR SURVEYOR
(830) 553-7560

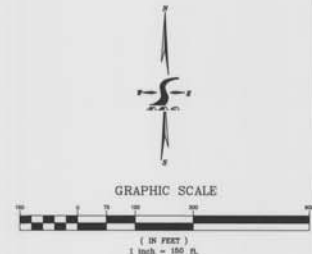
HATCH LEGEND
DENOTES AREA HEREBY DEDICATED
TO THE UNITED CITY OF YORKVILLE
FOR PUBLIC RIGHT-OF-WAY

Provisions governing the preservation of certain trees located in various "WOODLAND PROTECTION AREAS," as well as the specific locations of these areas are incorporated into the Covenants, Conditions, and Restrictions for the Kendallwood Estates Subdivision recorded in Kendall County, Illinois.

LEGEND
— CENTERLINE
— BOUNDARY LINE
--- ROADWAY EASEMENT
--- LOT LINE
--- BUILDING SETBACK LINE
--- EASEMENT LINE

- NOTES**
1. ANNOTATION ABBREVIATIONS: —
B.S.L. = BUILDING SETBACK LINE
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
S.M.E. = STORM WATER MANAGEMENT EASEMENT
T.A.E. = TEMPORARY ACCESS EASEMENT
L.E. = LANDSCAPE EASEMENT
H.O.A. = HOMEOWNERS ASSOCIATION
 2. THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 3. 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF RECORDATION.
 4. DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 5. NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
 6. ALL AREAS SHOWN HEREON ARE MORE OR LESS.
 7. BEARINGS ARE BASED ON LOCAL COORDINATE SYSTEM.
 8. SEE COVENANTS AND RESTRICTIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.
 9. LOTS 84-90 TO BE CONVEYED TO THE KENDALLWOOD ESTATES H.O.A.
 10. AN EXCLUSIVE BLANKET EASEMENT FOR ACCESS IS HEREBY GRANTED TO THE UNITED CITY OF YORKVILLE OVER LOTS 84-90. PLEASE REFER TO COVENANTS AND RESTRICTIONS FOR LANGUAGE AND DESCRIPTIONS.
 11. LOT 91 IS A NON-BUILDABLE LOT IN THIS SUBDIVISION.
 12. RETAINING WALLS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 13. LOT 84 CAN BE ACCESSED BY THE PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG THE SIDE LOT LINE OF LOTS 28 & 29 AND ALONG THE REAR LOT LINE OF LOTS 29 & 30.
 14. LOT 86 CAN BE ACCESSED ACROSS THE S.M.E. ON LOT 87 OR LOT 88.

NOTICE:
Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells, dust, sights, noise and unique hours of operations that are not typical of other types of development.

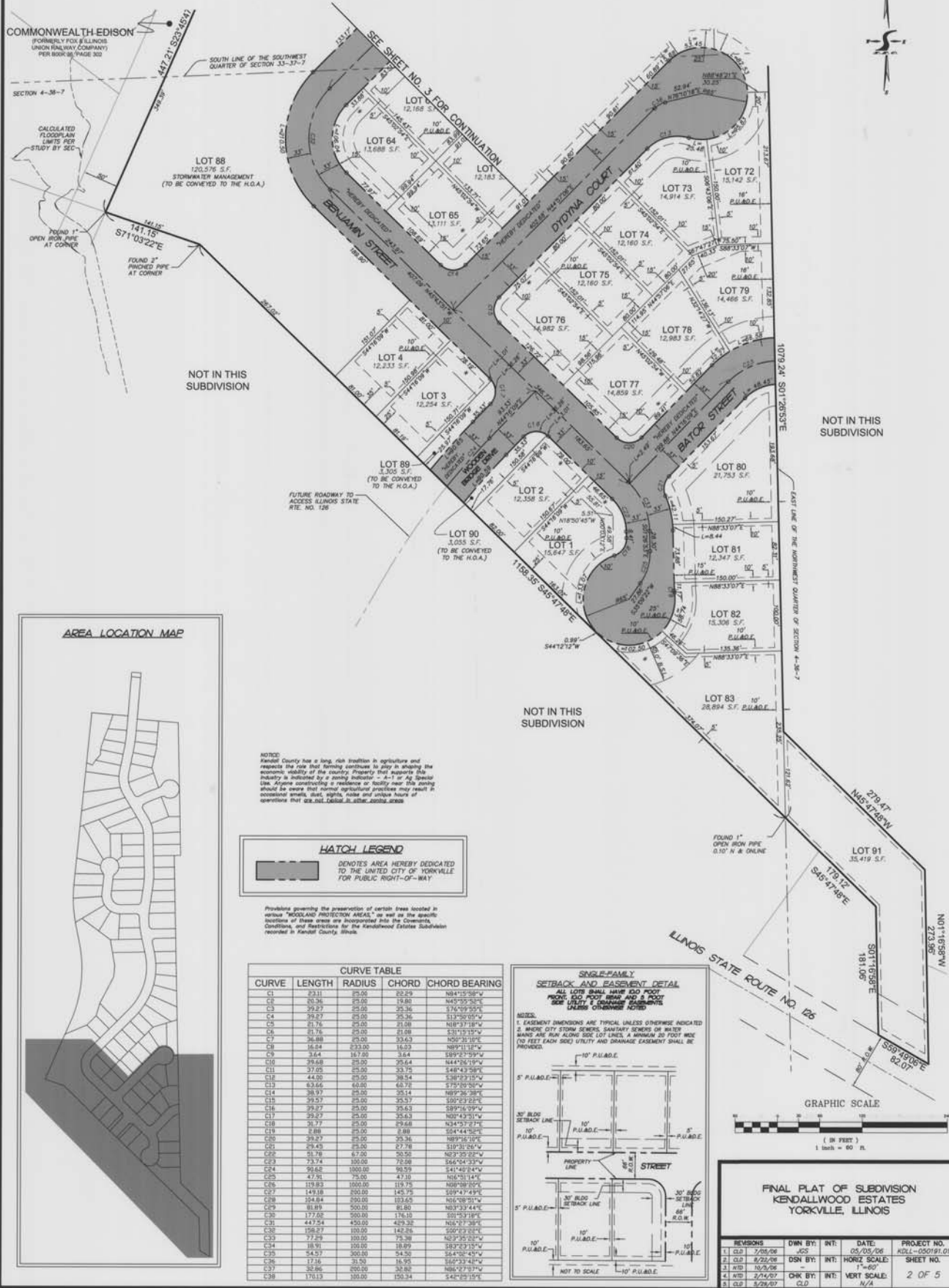


FINAL PLAT OF SUBDIVISION KENDALLWOOD ESTATES YORKVILLE, ILLINOIS				
REVISIONS	DWN BY:	INT:	DATE	PROJECT NO.
1. N/A	10/2/06	ROC	06/22/06	KD-000101-01
2. N/A	2/14/07	DSN BY:	INT:	HORIZ SCALE:
3. GLD	5/29/07			1"=150'
4.		CHK BY:	INT:	VERT SCALE:
5.		CLO		N/A
				SHEET NO.
				1 OF 5

A SUBDIVISION OF PART OF THE NW 1/4 OF SEC 4-36-7,
AND PART OF THE SW 1/4 OF SEC 33-37-7,
IN THE UNITED CITY OF YORKVILLE, KENDALL TWP., KENDALL CO., ILLINOIS

SEC GROUP, INC.
Smith Engineering Consultants • SEC Automation • SEC Planning
759 John Street, Yorkville, IL 60560
T: 630.553.7560 F: 630.553.7648
www.secgroupinc.com engineering@secgroupinc.com

COMP. FILE: 050191-PP-021407.dwg
PLT: FILE: STANDARD
VER: 050191.01-02

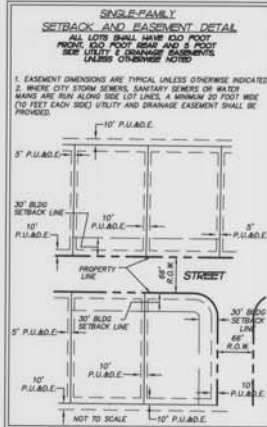
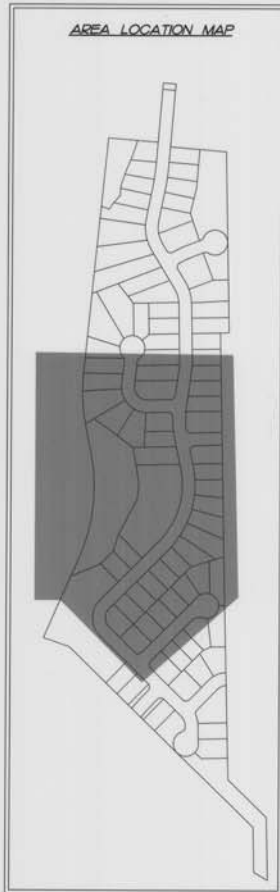


FINAL PLAT OF SUBDIVISION KENDALLWOOD ESTATES

A SUBDIVISION OF PART OF THE NW 1/4 OF SEC 4-36-7,
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CADD FILE: 00001-111-021-001.dwg
PLOT FILE STANDARD
VIEW: 000101-01-01

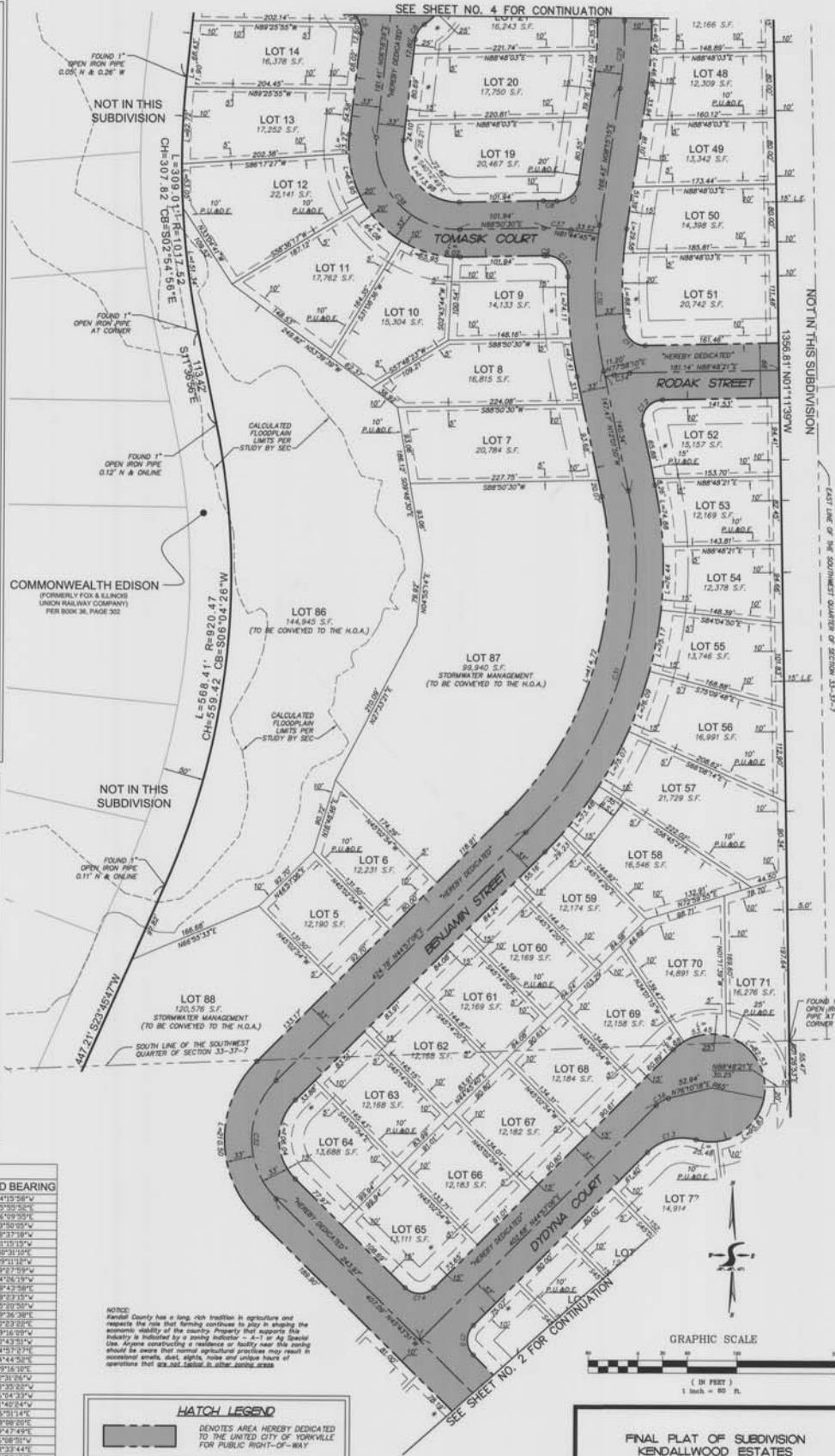
AREA LOCATION MAP



CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	23.11	25.00	32.89	N84°19'56"W
C2	23.11	25.00	32.89	N84°19'56"E
C3	29.27	25.00	35.36	S74°29'35"E
C4	29.27	25.00	35.36	S74°29'35"W
C5	21.76	25.00	28.09	N88°37'18"W
C6	21.76	25.00	28.09	S31°15'13"E
C7	26.88	25.00	33.63	N89°20'32"E
C8	16.94	233.00	16.93	N89°11'12"E
C9	3.64	167.00	3.64	S89°27'29"W
C10	29.68	25.00	35.44	N84°17'15"W
C11	37.05	25.00	33.75	S48°43'58"E
C12	44.00	25.00	38.54	S38°17'15"W
C13	63.66	60.00	60.72	S70°20'00"W
C14	38.97	25.00	35.14	N89°34'38"E
C15	29.57	25.00	35.57	S50°23'22"E
C16	29.27	25.00	35.43	S89°16'20"W
C17	29.27	25.00	35.43	N60°43'51"E
C18	31.77	25.00	39.68	N34°51'27"E
C19	2.88	25.00	2.88	S54°44'32"E
C20	29.27	25.00	35.36	N89°16'12"E
C21	29.27	25.00	35.36	S11°31'58"W
C22	31.78	25.00	39.69	N62°25'22"E
C23	73.74	100.00	72.38	S64°04'33"W
C24	90.62	1000.00	90.59	S41°42'24"E
C25	47.76	75.00	47.50	N65°07'14"E
C26	119.83	1000.00	119.75	N68°08'20"E
C27	149.18	1000.00	149.18	S29°47'49"E
C28	104.84	1000.00	103.65	N65°08'51"E
C29	81.89	500.00	81.86	N63°33'44"E
C30	173.62	1000.00	173.60	S59°23'39"E
C31	447.54	450.00	425.38	N64°27'28"E
C32	198.27	100.00	148.26	S50°23'22"E
C33	77.29	100.00	75.38	N63°23'22"E
C34	18.91	100.00	18.89	S23°23'15"W
C35	54.57	200.00	54.50	S64°02'45"W
C36	17.16	31.50	16.95	S45°37'42"E
C37	32.86	200.00	32.82	N88°27'27"W
C38	175.13	100.00	150.34	S48°25'15"E

HATCH LEGEND
DENOTES AREA HEREBY DEDICATED
TO THE UNITED CITY OF YORKVILLE
FOR PUBLIC RIGHT-OF-WAY

Provisions governing the preservation of certain trees located in
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portions of these areas are incorporated into the Covenants.
Conditions and Restrictions for the Kendallwood Estates Subdivision
recorded in Kendall County Clerk's Office.



GRAPHIC SCALE
1" = 60' FT
1" = 80' FT

FINAL PLAT OF SUBDIVISION
KENDALLWOOD ESTATES
YORKVILLE, ILLINOIS

REVISIONS	DWN BY	INT.	DATE	PROJECT NO.
1	C.D.	05/25/08	05/25/08	KCCL-050191.01
2	C.D.	05/22/08	05/22/08	
3	A.T.D.	05/23/08	05/23/08	
4	A.T.D.	07/14/07	07/14/07	
5	C.D.	5/29/07	5/29/07	
DWN BY	INT.	DATE	HORIZ. SCALE	SHEET NO.
05/25/08	05/25/08	05/25/08	1"=60'	3 OF 5
CHK BY	INT.	DATE	VERT. SCALE	
05/25/08	05/25/08	05/25/08	N/A	

FINAL PLAT OF SUBDIVISION KENDALLWOOD ESTATES

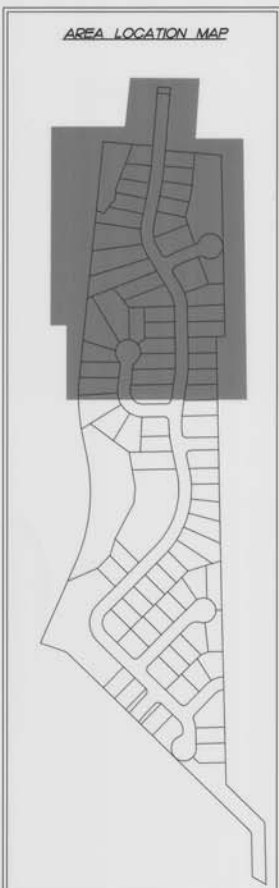
A SUBDIVISION OF PART OF THE NW 1/4 OF SEC 36-7,
AND PART OF THE SW 1/4 OF SEC 33-7,
IN THE UNITED CITY OF YORKVILLE, KENDALL TWP., KENDALL CO., ILLINOIS

SEC GROUP, INC.
Smith Engineering Consultants • SEC Automation • SEC Planning
718 Main Street, Yorkville, IL 60554
1.800.553.7560 • 630.553.7568
www.secgroupplanning.com • enginering@secgroupplanning.com
SDP: P.L.E. 00201-17-021-007.000
P.L.E. STANDARD
NEW 000101-01-04

GRAPHIC SCALE

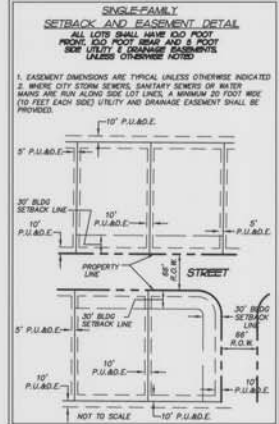


AREA LOCATION MAP



DETAIL "A"
NOT TO SCALE

COMMONWEALTH EDISON
(FORMERLY FOX & ILLINOIS
UNION RAILWAY COMPANY)
PER BOOK 36, PAGE 303



CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	23.11	25.00	22.29	N84°13'58"W
C2	22.36	25.00	19.80	N49°55'20"E
C3	22.27	25.00	25.36	S78°29'25"E
C4	29.27	25.00	35.36	S11°20'20"E
C5	21.76	25.00	21.88	N62°31'21"E
C6	21.76	25.00	21.88	S78°29'25"E
C7	36.88	25.00	33.63	N52°30'10"E
C8	16.64	233.00	16.63	N89°11'37"E
C9	3.64	167.00	3.64	S89°27'39"E
C10	39.68	25.00	35.64	N44°26'19"E
C11	37.00	25.00	33.79	S48°43'58"E
C12	44.00	25.00	38.24	S38°23'25"E
C13	63.66	64.00	60.72	S73°20'30"E
C14	36.97	25.00	33.14	N89°26'38"E
C15	39.57	25.00	35.37	S50°23'22"E
C16	29.27	25.00	25.63	S89°16'09"E
C17	29.27	25.00	25.63	N62°31'21"E
C18	31.77	25.00	29.68	N24°51'21"E
C19	2.88	25.00	2.88	S44°44'26"E
C20	29.27	25.00	25.63	N89°16'09"E
C21	29.45	25.00	27.79	S10°31'26"E
C22	35.78	25.00	30.80	N27°23'22"E
C23	73.74	100.00	72.09	S64°04'33"E
C24	95.62	1000.00	90.59	S47°02'24"E
C25	47.01	75.00	47.01	N62°50'14"E
C26	115.83	1000.00	119.79	N68°38'20"E
C27	149.18	2000.00	145.75	S59°47'49"E
C28	154.84	2000.00	153.65	N62°50'14"E
C29	61.89	500.00	61.80	N57°33'44"E
C30	177.02	500.00	176.10	S55°23'20"E
C31	442.54	4500.00	425.52	N24°23'20"E
C32	158.27	100.00	142.26	S50°23'22"E
C33	77.29	100.00	75.38	N27°23'22"E
C34	18.11	100.00	18.09	S82°33'44"E
C35	54.57	300.00	54.50	S44°02'45"E
C36	17.16	30.00	16.91	S82°33'44"E
C37	30.86	200.00	30.86	N88°21'10"E
C38	170.13	100.00	150.34	S42°23'15"E

NOTICE:
Kendall County has a long, rich tradition in agriculture and
requests the raw land farming continue to play in shaping the
economic vitality of the country. Property that supports this
industry is indicated by a zoning indicator - A-1 or Ag Special
Use. Anyone constructing a residence or facility near this land
should be aware that normal agricultural practices may result in
occasional smoke, dust, noise, and other factors of
operation that are not subject to other zoning laws.

HATCH LEGEND

Denotes Area HEREBY DEDICATED
TO THE UNITED CITY OF YORKVILLE
FOR PUBLIC RIGHT-OF-WAY

Provisions governing the preservation of certain areas located in
various "WOODLAND PROTECTION AREAS" as well as the specific
locations of these areas are incorporated into the Comprehensive
Zoning Ordinance and Regulations for the Kendallwood Estates Subdivision
recorded in Kendall County, Illinois.

FINAL PLAT OF SUBDIVISION KENDALLWOOD ESTATES YORKVILLE, ILLINOIS

REVISIONS	DATE	BY	INT.	DATE	BY	INT.	PROJECT NO.
1. C1	7/20/20	SEC		05/05/06	SEC		KOL-050181-01
2. C1	08/22/20	DSN	INT.				
3. A10	10/05/20	INT.					
4. A10	2/14/21	INT.					
5. C1	5/29/21	GLD	INT.				

SHEET NO.
4 OF 5

Notice of Hearing

United City of Yorkville, Illinois Special Service Area Number 2022-1

Notice is Hereby Given that on March 22, 2022, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called Special Service Area 2022-1 consisting of the following described real property legally described as:

LOTS 1 THROUGH 91 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Permanent Tax Index Numbers:

05-04-131-003-0000
05-04-131-002-0000
05-04-127-003-0000
05-04-127-002-0000
02-33-377-032-0000
02-33-377-031-0000
02-33-377-029-0000
02-33-377-028-0000
02-33-377-027-0000
02-33-377-026-0000
02-33-377-025-0000
02-33-377-024-0000
02-33-377-023-0000
02-33-377-022-0000
02-33-377-021-0000
02-33-377-020-0000
02-33-377-019-0000
02-33-377-018-0000
02-33-377-017-0000
02-33-377-016-0000
02-33-377-015-0000
02-33-377-014-0000
02-33-377-013-0000
02-33-377-012-0000
02-33-377-011-0000
02-33-377-010-0000
02-33-377-009-0000
02-33-377-008-0000
02-33-377-007-0000

02-33-377-006-0000
02-33-377-005-0000
02-33-377-004-0000
02-33-377-003-0000
02-33-377-002-0000
02-33-377-001-0000
02-33-378-001-0000
02-33-378-002-0000
02-33-378-003-0000
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02-33-378-005-0000
02-33-378-006-0000
02-33-379-002-0000
02-33-379-001-0000
02-33-379-003-0000
02-33-379-004-0000
02-33-379-005-0000
02-33-379-006-0000
02-33-379-007-0000
02-33-379-008-0000
02-33-379-009-0000
02-33-379-010-0000
02-33-379-011-0000
02-33-380-001-0000
02-33-380-002-0000
02-33-380-003-0000
02-33-380-004-0000
02-33-380-005-0000
02-33-380-006-0000
02-33-380-007-0000
02-33-380-008-0000
02-33-380-009-0000
02-33-380-010-0000
05-04-128-001-0000
02-33-380-012-0000
05-04-128-002-0000
05-04-128-003-0000
05-04-128-004-0000
05-04-128-005-0000
05-04-128-006-0000
05-04-128-007-0000
05-04-128-008-0000
02-33-380-014-0000
02-33-380-015-0000
02-33-380-016-0000
05-04-129-002-0000
05-04-129-003-0000
05-04-129-004-0000
05-04-129-005-0000
05-04-129-006-0000

05-04-129-007-0000

05-04-129-008-0000

The approximate location of the Subject Property is just south of Van Emmon Road and east of Route 47 in Yorkville.

The general purpose of the formation of the Special Service Area 2022-1 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; and
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; and
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (4) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2022-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this 1st day of March 2022.

Jori Behland
City Clerk



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #9

Tracking Number

PW 2022-14

Agenda Item Summary Memo

Title: Grande Reserve Unit 9 – Street Name Change

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: Potential Street Name Change

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Street Name Change

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

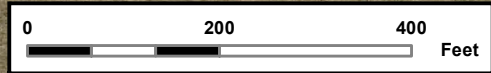
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: February 1, 2022
Subject: Grande Reserve Unit 9

Kendall County GIS has made a request to the City to rename Seeley Street, north of Allegiance Crossing, to Seeley Court. The request was made due to addressing safety concerns with KenCom.

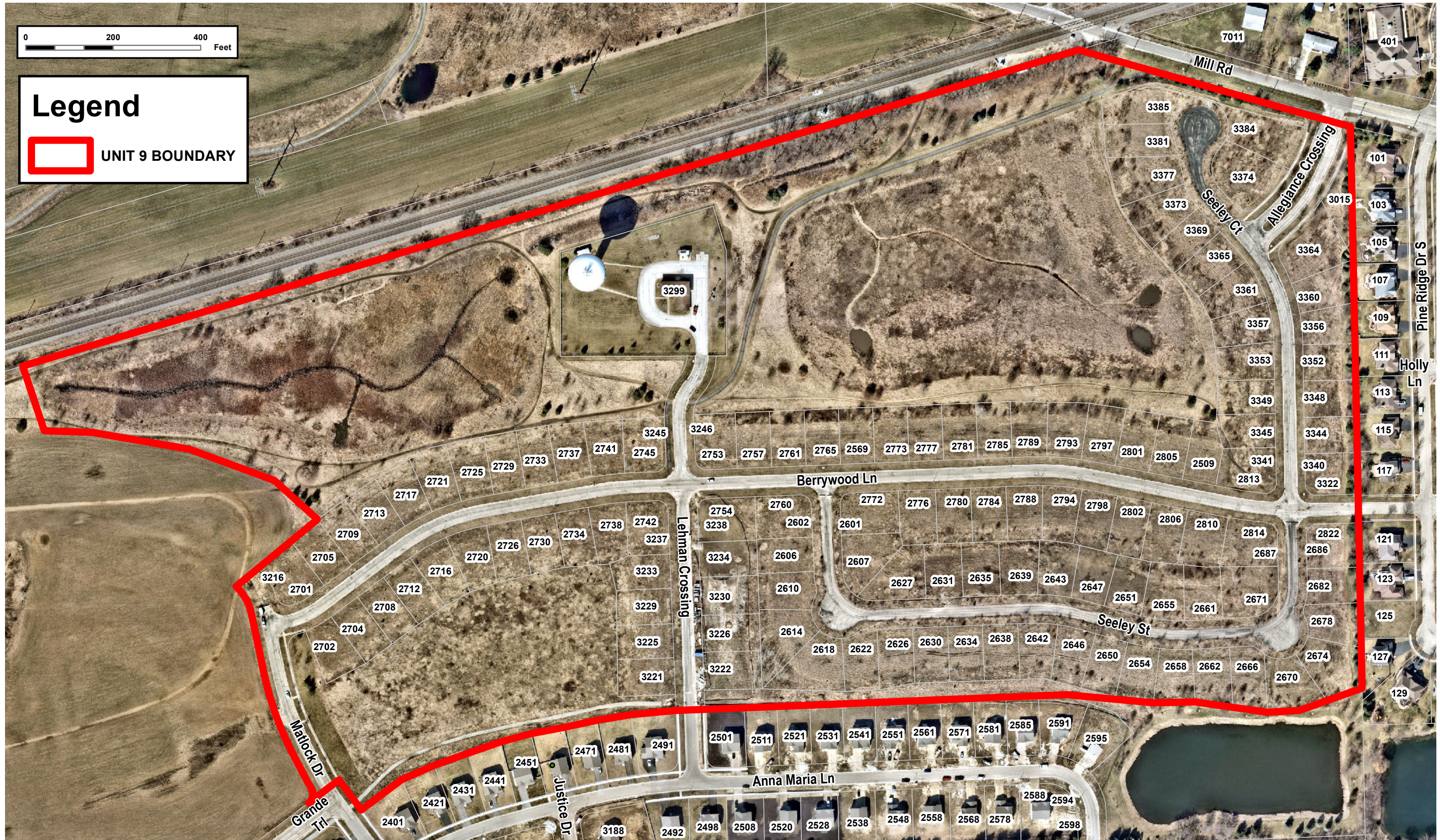
We recommend that the City accept the request.

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



Legend

 UNIT 9 BOUNDARY



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

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

NO.	DATE	REVISIONS	

DATE:	JANUARY 2022
PROJECT NO.:	YO1214
PATH:	H:\GIS\PUBLIC\YORKVILLE\2012\
FILE:	YO1214 ADDRESS ASSIGNMENT.MXD

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**ADDRESS
LOCATION MAP**



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #10

Tracking Number

PW 2022-15

Agenda Item Summary Memo

Title: Grande Reserve – Unit 13

Meeting and Date: Public Works Committee – February 15, 2022

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: January 31, 2022
Subject: Grande Reserve – Unit 13

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 (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There are two lots within the unit that still need sidewalk installed. There is a builder actively building in the unit and we anticipate that this work will be complete prior to the one year maintenance period expiring.

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 bonds and new amounts are as follows:

Platte River Insurance Co. Bond #41239274	\$210,662.00
Current Total Bond Value	\$210,662.00
Original Value	\$875,399.15
Required Value (10% of Original)	\$87,600.00
Net Allowable Reduction	\$123,062.00

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

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 13 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

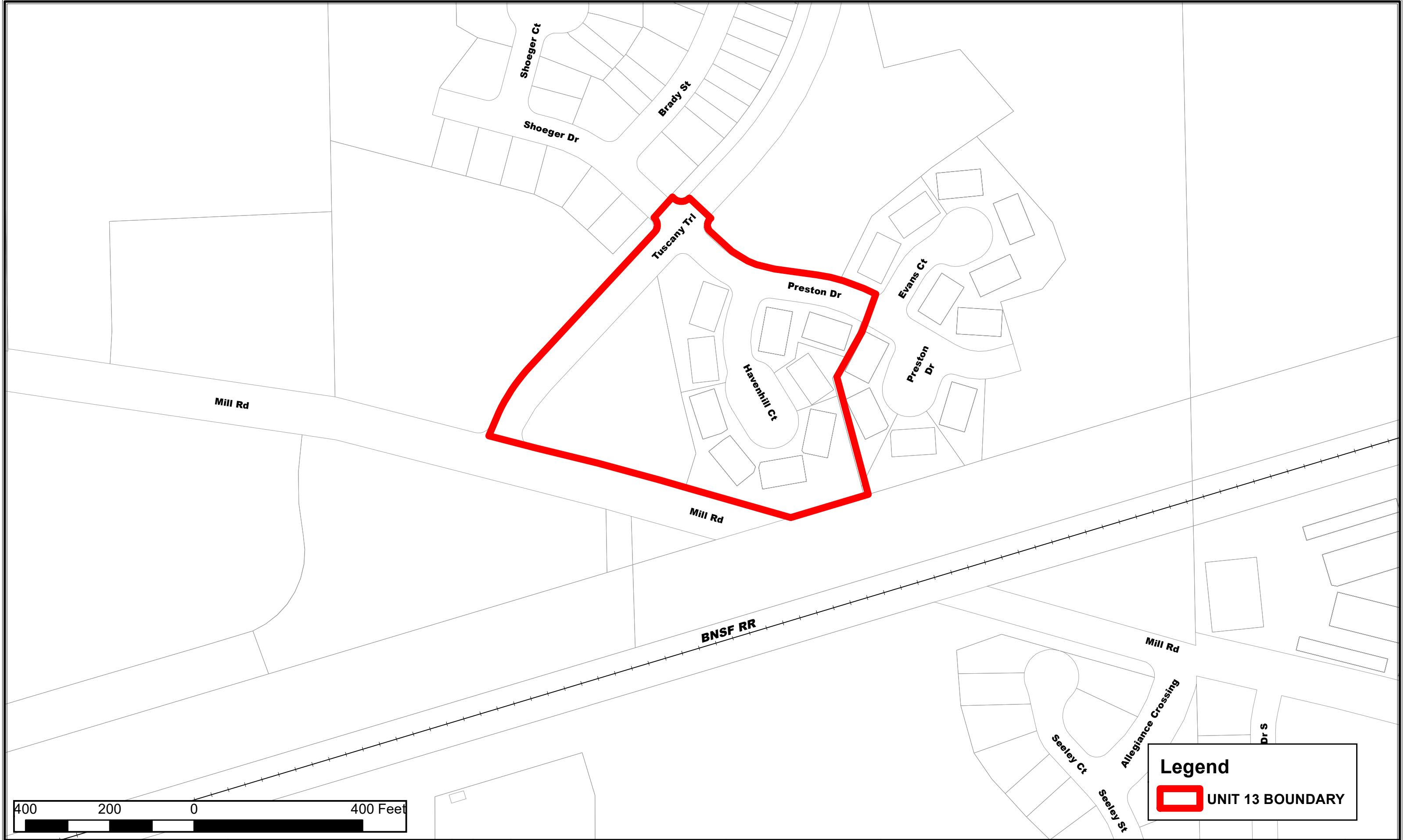
EXHIBIT A
GRANDE RESERVE - UNIT 13
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	450
8" PVC SANITARY SEWER (SDR 21)	FOOT	560
12" PVC SANITARY SEWER (DR 18)	FOOT	814
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	8
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	1
INSTALL DROP STRUCTURE	EACH	1
6" SANITARY SERVICE COMPLETE - NEAR	EACH	20
6" SANITARY SERVICE COMPLETE - FAR	EACH	16
8" PLUG	EACH	2
12" PLUG	EACH	1
OPEN CUT PAVEMENT	FOOT	22
ROW RESTORATION	LSUM	1
SELECT GRANULAR BACKFILL (CA-7)	FOOT	292
TELEWISE MAINS	FOOT	1,824
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	292
10" DUCTILE IRON WATER MAIN	FOOT	1,756
8" PLUG	EACH	2
10" PLUG	EACH	1
8" VALVE & BOX	EACH	1
10" VALVE & BOX	EACH	5
10" X 6" PRESSURE CONNECTION W/ 60" VAULT	EACH	1
CONNECTION TO EXISTING	EACH	1
1" TYPE K COPPER SERVICE, NEAR	EACH	4
1" TYPE K COPPER SERVICE, FAR	EACH	32
FIRE HYDRANT	EACH	6
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	260
OPEN CUT PAVEMENT	FOOT	26
ROW	LSUM	1
STORM SEWER CONSTRUCTION		
12" RCP	FOOT	1,179
15" RCP	FOOT	220
30" RCP	FOOT	30
30" RCP W/ ASTM C-443 JOINTS	FOOT	305
36" RCP	FOOT	729
36" RCP W/ ASTM C-443 JOINTS	FOOT	147
48" MANHOLE W/ FRAME AND LID	FOOT	4
60" MANHOLE W/ FRAME AND LID	FOOT	1
72" MANHOLE W/ FRAME AND LID	FOOT	6
84" MANHOLE W/ FRAME AND LID	FOOT	1
48" CATCH BASIN W/ FRAME & GRATE	FOOT	6
60" CATCH BASIN W/ FRAME & GRATE	FOOT	1
24" INLET TYPE A W/ FRAME & GRATE	FOOT	7
36" RCP FLARED END SECTION	EACH	2
15" PLUG	EACH	1

ROADWAY	UNIT	QUANTITY
PRESTON DRIVE	FOOT	475
HAVENHILL COURT	FOOT	380
TUSCANY TRAIL	FOOT	715

EXHIBIT A
GRANDE RESERVE - UNIT 13
UNITED CITY OF YORKVILLE

30" PLUG	EACH	3
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	241
TELEVISION STORM SEWER	FOOT	2,610
CURBS, SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	12644
BIKE PATH 2" SURFACE W/ 8" STONE	SQ FT	691
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING W	EACH	8
MISCELLANEOUS		
STREET TREES	LSUM	1
BUFFER & COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #11

Tracking Number

PW 2022-16

Agenda Item Summary Memo

Title: Grande Reserve – Unit 14

Meeting and Date: Public Works Committee – February 15, 2022

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: January 31, 2022
Subject: Grande Reserve – Unit 14

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 (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There are three lots within the unit that still need sidewalk installed. There is a builder actively building in the unit and we anticipate that this work will be complete prior to the one-year maintenance period expiring.

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 bonds and new amounts are as follows:

Platte River Insurance Co. Bond #41239276	\$141,393.00
Platte River Insurance Co. Bond #4123977	\$160,449.00
Current Total Bond Value	\$301,842.00
Original Value	\$1,255,704.68
Required Value (10% of Original)	\$125,600.00
Net Allowable Reduction	\$176,242.00

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

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 14 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

EXHIBIT A
GRANDE RESERVE - UNIT 14
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	189
8" PVC SANITARY SEWER (SDR 26) ASTM 2241	FOOT	369
8" PVC SANITARY SEWER (SDR 21)	FOOT	365
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	6
48" MANHOLE TYPE A W/ FRAME AND LID, DROP STRUT	EACH	1
6" SANITARY SERVICE COMPLETE - NEAR	EACH	11
6" SANITARY SERVICE COMPLETE - FAR	EACH	33
6" SERVICE RISER	EACH	80
CONNECT TO EXISTING 8" SEWER	EACH	1
SELECT GRANULAR BACKFILL (CA-7)	FOOT	373
TELEPHONE MAINS	FOOT	942
WATER MAIN CONSTRUCTION		
6" DUCTILE IRON WATER MAIN	FOOT	51
8" DUCTILE IRON WATER MAIN	FOOT	1,356
8" PLUG & STUB	EACH	0
8" VALVE & BOX	EACH	2
1" TYPE K COPPER SERVICE, NEAR	EACH	44
1" TYPE K COPPER SERVICE, FAR	EACH	0
FIRE HYDRANT	EACH	3
FLUSHING HYDRANT	EACH	0
DEPRESS WATER MAIN	EACH	3
CONNECT TO EXISTING WATER MAIN	EACH	1
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	128
STORM SEWER CONSTRUCTION		
8" PVC SUMP CONNECTION	FOOT	979
12" RCP	FOOT	288
12" RCP W/ ASTM C-443 JTS	FOOT	104
15" RCP	FOOT	217
15" RCP W/ ASTM C-443 JTS	FOOT	151
16" RCP	FOOT	82
18" RCP W/ ASTM C-443 JTS	FOOT	0
21" RCP	FOOT	302
21" RCP W/ ASTM C-443 JTS	FOOT	0
24" RCP	FOOT	0
27" RCP	FOOT	443
27" RCP W/ ASTM C-443 JTS	FOOT	0
30" RCP	FOOT	617
30" RCP W/ ASTM C-443 JTS	FOOT	149
36" RCP	FOOT	0
42" RCP	FOOT	0
48" MANHOLE W/ FRAME & LID	EACH	4
60" MANHOLE W/ FRAME & LID	EACH	7
72" MANHOLE W/ FRAME & LID	EACH	2
48" CATCH BASIN W/ FRAME & GRATE	EACH	5
60" CATCH BASIN W/ FRAME & GRATE	EACH	0

ROADWAY	UNIT	QUANTITY
PRESTON DRIVE	FOOT	528
EVANS COURT	FOOT	315

EXHIBIT A
GRANDE RESERVE - UNIT 14
UNITED CITY OF YORKVILLE

24" INLET TYPE A W/ FRAME & GRATE	EACH	5
24" RCP FLARED END SECTION W/ GRATE	EACH	0
8" PVC CLEANOUT FOR SUMP CONNECTION	EACH	6
42" RCP FLARED END SECTION W/ GRATE	EACH	0
36" PLUG	EACH	0
CONNECT TO EXISTING	EACH	4
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	166
TELEWISE STORM SEWER	FOOT	3,332
CURBS, SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	9015
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING W	EACH	5
MISCELLANEOUS		
STREET TREES	LSUM	1
BUFFER & COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1





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 #12

Tracking Number

PW 2022-17

Agenda Item Summary Memo

Title: Fox Road IGA with Kendall County

Meeting and Date: Public Works Committee – February 15, 2022

Synopsis: A verbal discussion will take place at the meeting

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:
