



United City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, March 22, 2022
7:00 p.m.

City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch
Dan Transier

WARD II

Arden Joe Plocher
Craig Soling

WARD III

Chris Funkhouser
Matt Marek

WARD IV

Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Timber Ridge Estates – Dormant SSA

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – February 22, 2022
2. Bill Payments for Approval
 - \$ 622,651.59 (vendors)
 - \$ 344,765.92 (payroll period ending 3/4/22)
 - \$ 967,417.51 (total)
3. PW 2022-19 Water Department Reports October 2021 – February 2022
4. PW 2022-24 Kennedy Road and Mill Road Intersection Improvements – Bid Award – *award bid for the Kennedy Road and Mill Road Intersection Improvements project to Geneva Construction in an amount not to exceed \$384,526.38*
5. PW 2022-25 Kennedy Road and Mill Road Intersection Improvements – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute*
6. PW 2022-27 Bucket Truck Price Increase – *approve the price increase for the bucket truck from \$230,658 to \$234,961 and amend the proposed FY23 budget to reflect the increase*
7. PW 2022-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation” – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

8. ADM 2022-15 Treasurer's Report for February 2022
9. ADM 2022-17 Fiscal Year 2023 Insurance Renewals – *approve a contract for the renewal of existing HMO and PPO plans with Blue Cross Blue Shield; to approve a contract with Blue Cross Blue Shield for the dental plan; to approve a contract with Dearborn National (BCBS) for vision plan, to approve a contract with Blue Cross Blue Shield for the life and AD&D plans; to approve employee HRA card amounts in the same amount as FY 2022 and to authorize non-union employee contribution percentages in the amounts of 10.5% for HMO coverage and 12.5% for PPO coverage and with union employee contributions rates in the amount as authorized by the Police Department and Public Works union contract*
10. ADM 2022-20 Water, Sewer, and Road Infrastructure Fees Renewal
 - a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service – *authorize the Mayor and City Clerk to execute*
 - b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2022-05 Bright Farms Development Agreement
2. CC 2022-10 Proclamation for Yorkville Library Mini Golf FUN Raiser Day
3. CC 2022-11 Letter of Understanding for a Shared Use Path and Maintenance – IL 71 Reconstruction
4. CC 2022-12 Poplar Drive Railroad Crossing Maintenance
5. PW 2021-22 Public Works Amended Authorization for the Second Purchase Price Increase of a Single Axle Dump Truck

Public Works Committee Report:

1. PW 2022-20 2022 Road to Better Roads Program – Bid Award
2. PW 2022-21 2022 Road to Better Roads Program – Construction Engineering Agreement
3. PW 2022-22 E. Main Street Water Main Improvements – Bid Award
4. PW 2022-23 E. Main Street Water Main Improvements – Construction Engineering Agreement
5. PW 2022-26 Fox Hill Roadway Improvements – Pavement Condition Update
6. PW 2022-29 Resolution Authorizing a Contract for Street Light Heads, Arms, and Poles with Amperage Electrical Supply, Roselle, Illinois in the Amount Not to Exceed \$80,534.00

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2022-18 Facilities Manager Intergovernmental Agreement
2. ADM 2022-19 Ordinance Amending Water Service Rates and Sewer Maintenance Fees

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk’s Report:

Community and Liaison Report:

Staff Report:

Mayor’s Report (cont’d):

6. CC 2021-04 City Buildings Updates
 - a. Resolution Approving a Contract for the New City Hall Security System with Scientel Solutions, LLC., of Aurora, Illinois in an Amount Not to Exceed \$200,000.00.
7. CC 2021-38 Water Study Update
8. CC 2022-09 Proposed Budget for Fiscal Year 2022-2023

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: April 20, 2022 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Soling	Finance	Library
Vice-Chairman: Alderman Funkhouser	Administration	
Committee: Alderman Transier		
Committee: Alderman Tarulis		

ECONOMIC DEVELOPMENT: April 5, 2022 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Peterson	Community Development	Planning & Zoning Commission
Vice-Chairman: Alderman Koch	Building Safety & Zoning	Kendall Co. Plan Commission
Committee: Alderman Plocher		
Committee: Alderman Funkhouser		

PUBLIC SAFETY: May 5, 2022 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Transier	Police	School District
Vice-Chairman: Alderman Tarulis		
Committee: Alderman Soling		
Committee: Alderman Marek		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: April 19, 2022 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Marek	Public Works	Park Board
Vice-Chairman: Alderman Plocher	Engineering	YBSD
Committee: Alderman Koch	Parks and Recreation	
Committee: Alderman Peterson		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, March 22, 2022
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

1. Timber Ridge Estates – Dormant SSA

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – February 22, 2022

- Approved: **Y** _____ **N** _____ Subject to _____
 Removed _____
 Notes _____
-
-
-

2. Bill Payments for Approval

- Approved _____
 As presented
 As amended
 Notes _____
-
-
-

3. PW 2022-19 Water Department Reports October 2021 – February 2022

- Approved: **Y** _____ **N** _____ Subject to _____
 Removed _____
 Notes _____
-
-
-

4. PW 2022-24 Kennedy Road and Mill Road Intersection Improvements – Bid Award

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

5. PW 2022-25 Kennedy Road and Mill Road Intersection Improvements – Construction Engineering Agreement

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

6. PW 2022-27 Bucket Truck Price Increase

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

7. PW 2022-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

8. ADM 2022-15 Treasurer’s Report for February 2022

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

9. ADM 2022-17 Fiscal Year 2023 Insurance Renewals

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

10. ADM 2022-20 Water, Sewer, and Road Infrastructure Fees Renewal

a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service

Approved: Y _____ N _____ Subject to _____

Removed _____

b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2022-05 Bright Farms Development Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2022-10 Proclamation for Yorkville Library Mini Golf FUN Raiser Day

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

3. CC 2022-11 Letter of Understanding for a Shared Use Path and Maintenance – IL 71 Reconstruction

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

4. CC 2022-12 Poplar Drive Railroad Crossing Maintenance

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

5. PW 2021-22 Public Works Amended Authorization for the Second Purchase Price Increase of a Single Axle Dump Truck

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE:

1. PW 2022-20 2022 Road to Better Roads Program – Bid Award

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PW 2022-21 2022 Road to Better Roads Program – Construction Engineering Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2022-22 E. Main Street Water Main Improvements Bid Award

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

4. PW 2022-23 E. Main Street Water Main Improvements – Construction Engineering Agreement

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

5. PW 2022-26 Fox Hill Roadway Improvements – Pavement Condition Update

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

6. PW 2022-29 Resolution Authorizing a Contract for Street Light Heads, Arms, and Poles with Amperage Electrical Supply, Roselle, Illinois in the Amount Not to Exceed \$80,534.00

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADMINISTRATION COMMITTEE:

1. ADM 2022-18 Facilities Manager Intergovernmental Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. ADM 2022-19 Ordinance Amending Water Service Rates and Sewer Maintenance Fees

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

6. CC 2021-04 City Buildings Updates

a. Resolution Approving a Contract for the New City Hall Security System with Scientel Solutions, LLC., of Aurora, Illinois in an Amount Not to Exceed \$200,000.00

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

7. CC 2021-38 Water Study Update

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

8. CC 2022-09 Proposed Budget for Fiscal Year 2022-2023

Approved: **Y** _____ **N** _____ Subject to _____

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Bart Olson, City Administrator
Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: February 16, 2022
Subject: **Timber Ridge Estates (former Kendallwood Estates)**
Proposed Establishment of a Dormant Special Service Area (SSA)

Summary Update

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. The SSA would remain dormant and be used only as a backup mechanism for payment of 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. This includes 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 SSA. The common area lots consist of Lots #84, #85, #86 #87, #88, #89 and #90, as illustrated on the attached Final Plat.

The initial proposing SSA ordinance included Lot 91, which was proposed to serve as a secondary emergency access. However, after discussions with the City Attorney and the property owner, this lot (which was not identified as being conveyed to the homeowner's association as common area) has been removed from the proposed special service area.

A copy of the proposing ordinance which sets the date and time of the public hearing is attached for your consideration. If the council approves the proposing ordinance, the public hearing is scheduled for March 22, 2022. After a sixty (60) day waiting period, as required by state statute, the City Council can consider the enabling ordinance which establishes the dormant Special Service Area. A draft of the enabling ordinance has also been attached for your review.

Attachments

1. Proposing Ordinance
2. Public Works Committee memo
3. Aerial Map
4. Draft Enabling Ordinance
5. Legal Description
6. Final Plat Kendallwood Estates
7. Draft Public Hearing Notice

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE AREA NUMBER 2022-1
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION
THEREWITH
(Timber Ridge Estates)**

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

Section 1. Authority. The United City of Yorkville, Kendall County, Illinois (the “City”) is authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Act”), which provides, inter alia, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities and counties.

Section 2. Findings. The Mayor and City Council of the City find and determine as follows:

- a. It is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for that portion of the City described in *Exhibit A* attached hereto and made a part hereof (the “*Subject Territory*”); and
- b. The special service area proposed for consideration is compact and contiguous; and
- c. That said Subject Territory area is a residential subdivision consisting of eight-three (83) single-family lots (Lots #1-83) and seven (7) common area lots (Lots #84-90) to be utilized for stormwater management basins.
- d. The municipal services to be provided to the Subject Territory are for the continued maintenance, repair and reconstruction of the storm water systems in the event that the owners of record (the “*Owners*”) have failed to do so.; and,
- e. The special governmental services for the Special Service Area may include: the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and, the administrative costs incurred by the City in

connection with the above (collectively, the “Services”) within the Special Service Area.

- f. The proposed special service area will benefit specially from the municipal services to be provided to the area. These proposed municipal services are in addition to municipal services provided to the City as a whole.

Section 3. Public Hearing. A public hearing shall be held on March 22, 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 Subject Territory.

Section 4. Notice of Public Hearing. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 3 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. The notice to owners of record shall be in substantially the form set forth in Exhibit B to this Ordinance.

Section 6. Supercede Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner 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 _____

CRAIG SOLING _____

ARDEN JOE PLOCHER _____

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 83 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:	Lot
05-04-131-003	1
05-04-131-002	2
05-04-127-003	3
05-04-127-002	4
02-33-377-032	5
02-33-377-031	6
02-33-377-029	7
02-33-377-028	8
02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21
02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33

02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73

05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

EXHIBIT B
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 United City of Yorkville City Hall, 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 (the “Subject Property”) legally described as:

LOTS 1 THROUGH 83 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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02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21

02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64

05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

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



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 <i>(Sets the public hearing date)</i>	Public Works Committee	February 15, 2022
Ordinance Proposing SSA	City Council	February 22, 2022
<i>Public Hearing Notice - published on March 1, 2022</i>		
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 <i>(After the public hearing, 60 day waiting period before we can approve SSA)</i>	City Council	March 22, 2022
<i>60 Day Waiting Period for Objections</i>		
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



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Kendallwood Estates Development Map



**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 an 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 seven (7) common area lots (Lots #84-90) 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 83 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:	Lot
05-04-131-003	1
05-04-131-002	2
05-04-127-003	3
05-04-127-002	4
02-33-377-032	5
02-33-377-031	6
02-33-377-029	7
02-33-377-028	8
02-33-377-027	9
02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21
02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34

02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65
05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75

05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

EXHIBIT B MAP

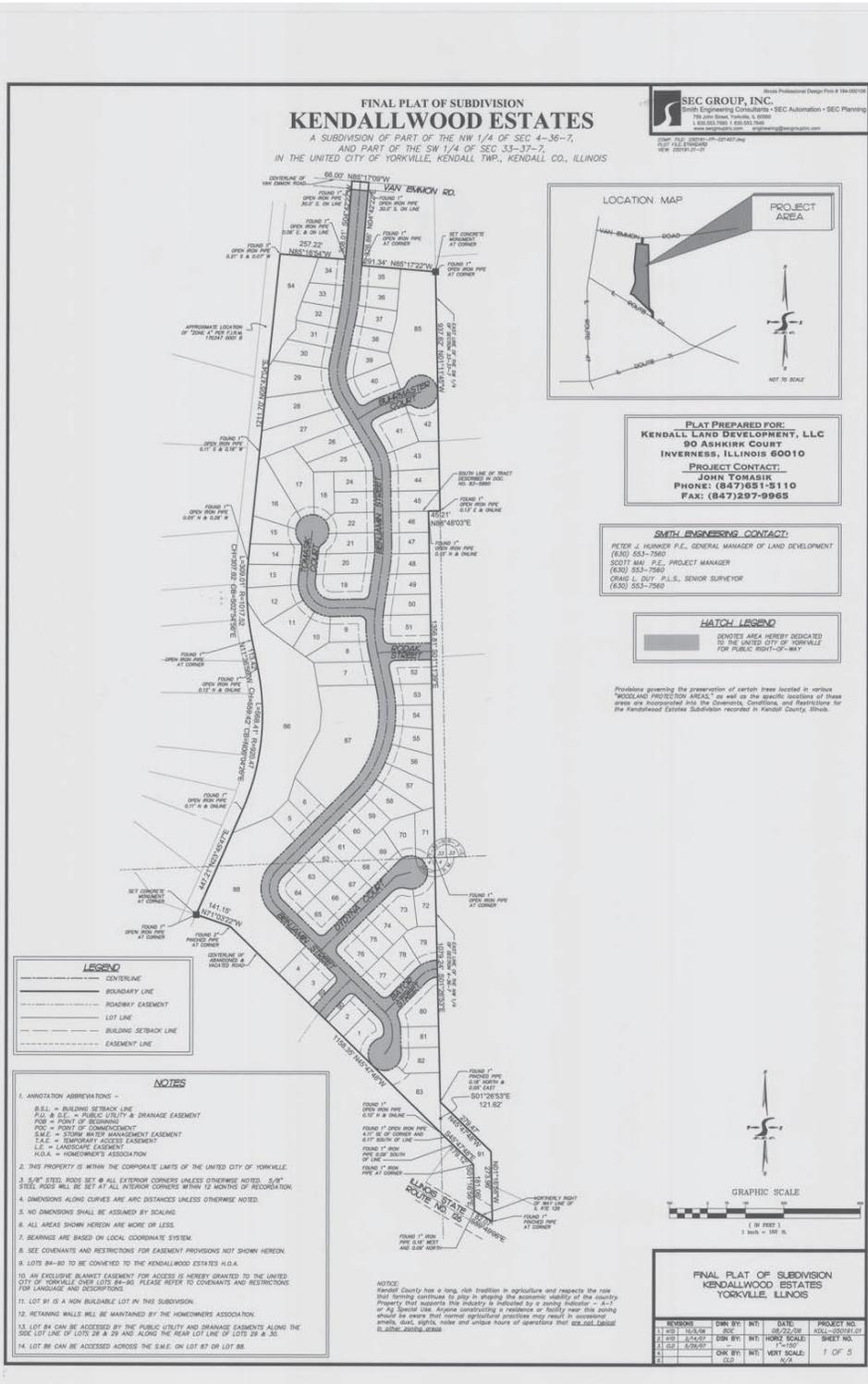


EXHIBIT C
PUBLIC HEARING NOTICE

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 United City of Yorkville City Hall, 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 (the “Subject Property) legally described as:

LOTS 1 THROUGH 83 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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02-33-377-026	10
02-33-377-025	11
02-33-377-024	12
02-33-377-023	13
02-33-377-022	14
02-33-377-021	15
02-33-377-020	16
02-33-377-019	17
02-33-377-018	18
02-33-377-017	19
02-33-377-016	20
02-33-377-015	21

02-33-377-014	22
02-33-377-013	23
02-33-377-012	24
02-33-377-011	25
02-33-377-010	26
02-33-377-009	27
02-33-377-008	28
02-33-377-007	29
02-33-377-006	30
02-33-377-005	31
02-33-377-004	32
02-33-377-003	33
02-33-377-002	34
02-33-378-001	35
02-33-378-002	36
02-33-378-003	37
02-33-378-004	38
02-33-378-005	39
02-33-378-006	40
02-33-379-002	41
02-33-379-001	42
02-33-379-003	43
02-33-379-004	44
02-33-379-005	45
02-33-379-006	46
02-33-379-007	47
02-33-379-008	48
02-33-379-009	49
02-33-379-010	50
02-33-379-011	51
02-33-380-001	52
02-33-380-002	53
02-33-380-003	54
02-33-380-004	55
02-33-380-005	56
02-33-380-006	57
02-33-380-007	58
02-33-380-008	59
02-33-380-009	60
02-33-380-010	61
05-04-128-001	61
02-33-380-011	62
05-04-128-002	62
02-33-380-012	63
05-04-128-003	63
05-04-128-004	64
05-04-128-005	65

05-04-128-006	66
05-04-128-007	67
02-33-380-013	68
05-04-128-008	68
02-33-380-014	69
05-04-128-009	69
02-33-380-015	70
02-33-380-016	71
05-04-129-001	72
05-04-129-002	72
05-04-129-003	73
05-04-129-004	74
05-04-129-005	75
05-04-129-006	76
05-04-129-007	77
05-04-129-008	78
05-04-129-009	79
05-04-130-001	80
05-04-130-002	81
05-04-130-003	82
05-04-130-004	83

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 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

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – February 22, 2022

Meeting and Date: City Council – March 22, 2022

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, FEBRUARY 22, 2022**

Mayor Purcell called the meeting to order at 7:02 p.m. and led the Council in the Pledge of Allegiance.

Mayor Purcell stated that he has determined that under the Governor’s orders, the meeting can be held with electronic attendance for the safety of the council members and the public and to help prevent the spread of the coronavirus.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Peterson	Present

Staff in attendance at City Hall: City Clerk Behland, Chief of Police Jensen, Attorney Orr, Public Works Director Dhuse, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Purchasing Manager Gayle, Facilities Manager Raasch, and EEI Engineer Sanderson.

Staff in attendance electronically: Community Development Director Barksdale-Noble

Clerk’s Note: Due to COVID-19, 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 Act, the United City of Yorkville encouraged social distancing by allowing remote attendance to the City Council meeting.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the City’s website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/87346010068?pwd=V21vakZqeU92OVNzTENHL0VuVIUxdz09>. The Zoom meeting ID was 873 4601 0068.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Police Department Awards

Chief Jensen, Deputy Chief Mikolasek, and Sergeant Carlyle presented Medal of Valor awards to the following officers: Sergeant John Hunter, Officer Tim Kolowski, Officer Ryan Fisher, Officer Kyle Davis, Officer Kevin Warren, and Officer Tyler Lobdell. They were presented with this award for their actions in rescuing two people and four dogs from a burning building on Wednesday, January 5, 2022.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – January 25, 2022
2. Bill Payments for Approval
 - \$ 957,193.67 (vendors)
 - \$ 343,089.20 (payroll period ending 2/4/22)
 - \$ 1,300,282.87 (total)
3. North Central Elevated Water Storage Tank Rehabilitation – Bid Award – *accept bid and award contract to Jetco, Ltd in an amount not to exceed \$630,750.00* (PW 2022-09)
4. North Central Elevated Water Storage Tank Rehabilitation – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute* (PW 2022-10)
5. Mill Road Reconstruction – Change Order No. 1 – *authorize the Mayor to execute* (PW 2022-11)
6. Grande Reserve – Unit 9 Street Name Change – *accept Kendall County GIS request to rename Seeley Street to Seeley Court* (PW 2022-14)
7. Grande Reserve – Unit 13 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$123,062.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2022-15)
8. Grande Reserve – Unit 14 Acceptance – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$176,242.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale* (PW 2022-16)
9. Treasurer’s Report for January 2022 (ADM 2022-09)
10. Cell Phone Service Proposal – AT&T First Net (ADM 2022-12)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Funkhouser; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Peterson-aye, Koch-aye

REPORTS

MAYOR’S REPORT

St. Patrick’s Day Event

Director of Parks and Recreation Evans reported that the St. Patrick’s Day Celebration will be held on Saturday, March 12, 2022. The Run SOB Run 5K is at 9:00 a.m. The Irish Parade starts at 11:00 a.m. and will begin on the easternmost end of Hydraulic Ave. There will be live music and St. Patrick's Day specials throughout Yorkville. A fireworks display will occur approximately at 6:30 p.m., located at the corner of Route 47 and Countryside Parkway.

Called to Care – Charity Dinner

Alderman Peterson said the Called to Care Charity Dinner on Saturday, March 12, 2022, is sold out, with over 300 tickets sold.

**Bright Farms Development Agreement
(CC 2022-05)**

Attorney Orr gave an update to Bright Farms Development Agreement. Bright Farms has not requested water services but only sewer services. The way the City’s water is currently treated is unsuitable for Bright Farms production. Bright Farms is only looking at sewer services. Within the packet, there is a summary that explains the updated sewer design and cost breakdown. The entire sewer project is estimated at around \$2.866 million, broken down into three parts: 30” pipe, 16” pipe, and 12” pipe. The Yorkville Bristol Sanitary District would pay \$158,000, and Bright Farms would pay \$2 million. This is a funding shortfall of \$1.7 million, but we are still waiting on the grant application results for \$1 million. In an effort to move the project along, the City has offered to contribute \$150,000 towards the \$700,000 funding shortfall only if Bright Farms can initially cover this amount and the City would pay it back over four years. Bright Farms has not accepted this offer yet. Mayor Purcell had also mentioned they had not completed the water study at this time. This item will be back at the March 8, 2022, City Council meeting for discussion and updates if available.

PUBLIC WORKS COMMITTEE REPORT

Kane Kendall Council of Mayors – Call for Projects
(PW 2022-07)

Alderman Marek made a motion to authorize staff to submit a 2022 Call for Projects application for East Van Emmon Street project funding; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,
Peterson-aye, Koch-aye, Plocher-aye, Funkhouser-aye

EEI Rate Increase Request
(PW 2022-08)

Alderman Marek made a motion to approve Engineering Enterprises, Inc. Hourly Rates as specified in the 2022 Standard Schedule of Charges, effective as of May 1, 2022; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0
Transier-aye, Soling-aye, Marek-aye, Peterson-aye,
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

**Raintree Village – Unit 5 Lot 362 –
Plat of Easement Modification**
(PW 2022-12)

Alderman Marek made a motion to accept the Plat of Easement Modification upon receipt of the final executed documents and authorize the City Administrator and City Clerk to execute; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-8 Nays-0
Soling-aye, Marek-aye, Peterson-aye, Koch-aye,
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

Ordinance 2022-08

**Proposing the Establishment of Special Service Area Number
2022-1 in the United City of Yorkville and Providing for Other
Procedures in Connection Therewith (Timber Ridge Estates)**
(PW 2022-13)

Alderman Marek made a motion to approve an Ordinance Proposing the Establishment of Special Service Area Number 2022-1 in the United City of Yorkville and Providing for Other Procedures in Connection Therewith (Timber Ridge Estates) and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0
Marek-aye, Peterson-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Tarulis-aye Transier-aye, Soling-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

**Aurora Area Convention and Visitors
Bureau 2022 Yorkville Marketing Plan**
(ADM 2022-13)

Alderman Funkhouser made a motion to approve the 2022 marketing plan as presented; seconded by Alderman Tarulis.

Alderman Funkhouser stated this is the third year the City has participated in the Aurora Area Convention and Visitors Bureau. The amount going towards Yorkville events will be \$26,000. Alderman Peterson mentioned print seems to be dying out and asked how the City's breakdowns compare to other communities, and was told that the breakdown is similar. Mayor Purcell said that last year's hotel tax was approximately \$110,000, of which 90% is paid into the AACVB. Mayor Purcell asked where the remaining funds go outside of the \$26,000 mentioned. AACVB said it goes to regional marketing, national marketing, greater suburban area marketing, and Chicago marketing.

Motion approved by a roll call vote. Ayes-8 Nays-0
Peterson-aye, Koch-aye, Plocher-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

PARK BOARD

**Rotary Park Pickleball Court Proposal
(CC 2022-08)**

Alderman Peterson made a motion to approve the Pickleball Court project and the proposed budgeted amount of \$50,000.00; seconded by Alderman Marek.

Parks and Recreation Director Evans explained that he had spoken with both sporting programs that use the large fields at this park, and they have no issues with the pickleball court going in at the same park. He also mentioned again that the school was not in favor of the pickleball court going in at Stepping Stones Park due to only on-street parking. The school does not want people using their parking lot during school hours.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye, Peterson-aye

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Yorkville Bristol Sanitary District

Alderman Soling reported that the COVID-19 numbers continue to decline in our area per Yorkville Bristol Sanitary District.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Building Updates

**a. Prairie Pointe Parking Lot Improvements –
Professional Services Agreement – Design Engineering
(PW 2022-07)**

Mayor Purcell entertained a motion to approve the Prairie Pointe Parking Lot Improvements Professional Services Agreement Design Engineering and authorize the Mayor and City Clerk to execute; So moved by Alderman Plocher; and by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Peterson-aye, Koch-aye

b. Construction Bid Updates

Facilities Manager Raasch gave an update on the new City Hall and Police Facility. The bids for the renovation of the new building are in, and the lowest bid was Lite Construction which was under the most recent architect estimate by \$30,000. Staff would like to move forward with Lite Construction and hope to vote on this at the next City Council meeting. He said the furniture quote had been extended, and the quoted amount is locked in until March 9, 2022. He recommended voting on this at the next meeting because the cost can increase after March 9th. An alternate bid for the HVAC and roof replacement is in the \$600,000 range. Another alternate bid for moving the generator to the garage is around \$87,000. There will be additional purchases for the security system, natural gas line, high-density storage, IT equipment, phone system, TVs, and monitors in offices and lobby areas coming to the next few City Council meetings. The parking lot improvement agreement voted on prior to this item is for the design of pavement, sidewalk, curb, fences, security gates, and ADA-related improvements to the Prairie Pointe parking lot. The parking lot improvements will be bid out after design work is completed, and a construction engineering contract will be executed in conjunction with the bidding process. Lite Construction can start work immediately on the new City Hall and Police Facility if the Council approves the renovations at the next City Council meeting.

**Water Study Update
(CC 2021-38)**

There was no water study update at the meeting.

**Fiscal Year 2023 Budget Presentation
(CC 2022-09)**

Finance Director Fredrickson gave a brief PowerPoint presentation on the fiscal year 2023 budget (*see attached*). He said a public hearing on the budget is scheduled to be held at the March 8th meeting. He also mentioned that Administrator Olson would give a more in-depth presentation at the March 8th meeting on the budget.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for the purchase or lease of real property for the use of the public body and for the setting of a price for the sale or lease of property owned by the public body. So moved by Alderman Peterson; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Plocher-aye, Marek-aye, Peterson-aye

The City Council entered executive session at 8:49 p.m.

The City Council returned to regular session at 9:27 p.m.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Plocher; seconded by Alderman Peterson.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:28 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

FY 23 BUDGET
PRESENTATION

CITY COUNCIL

2-22-22

United City of Yorkville

Budget Schedule

- Presentation at City Council
 - February 22, 2022

- Presentation and mandated public hearing
 - March 8, 2022

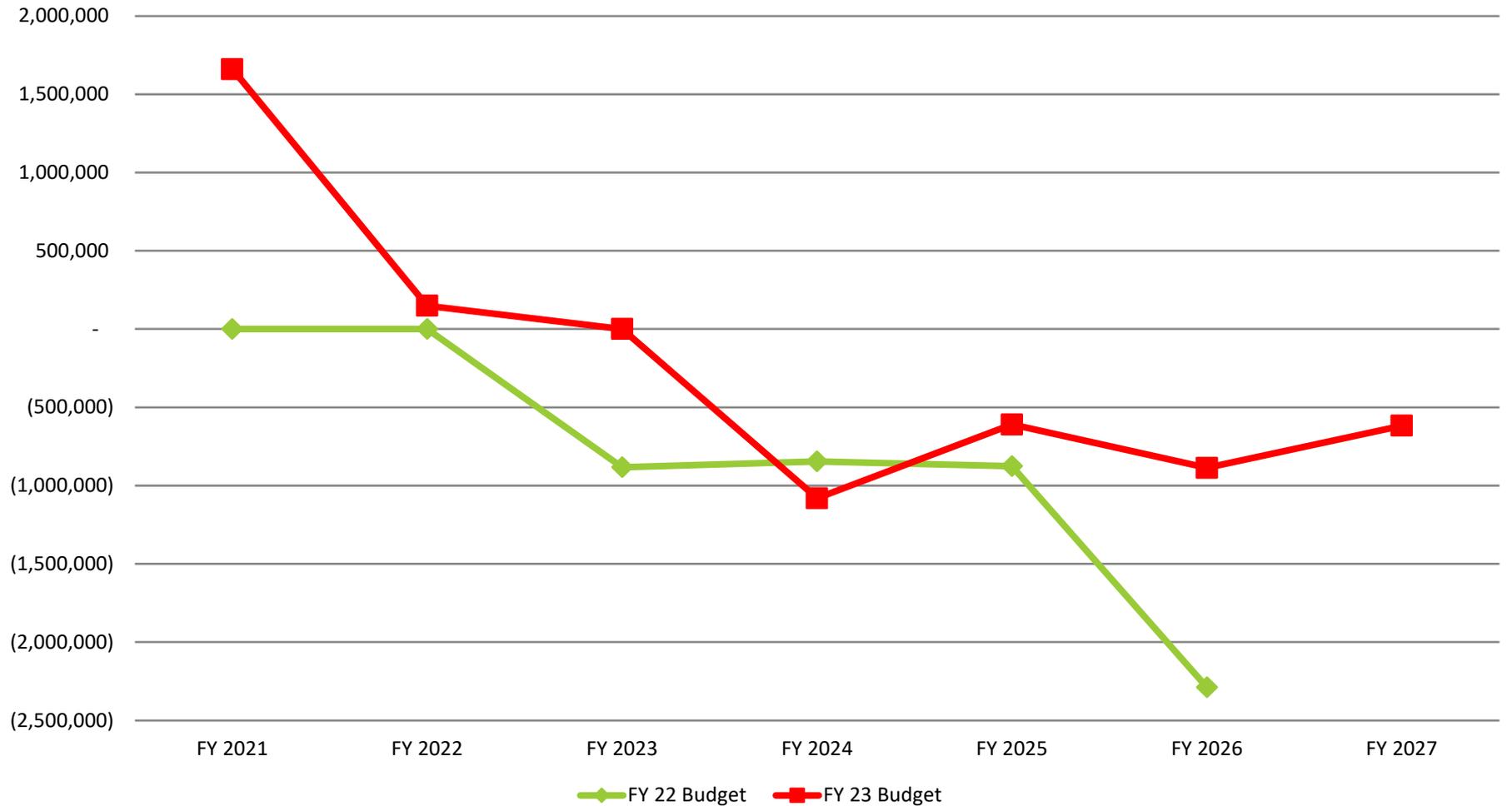
- City Council must approve budget before April 30, 2022

Tonight's outline

- Big Picture
- Items to Note

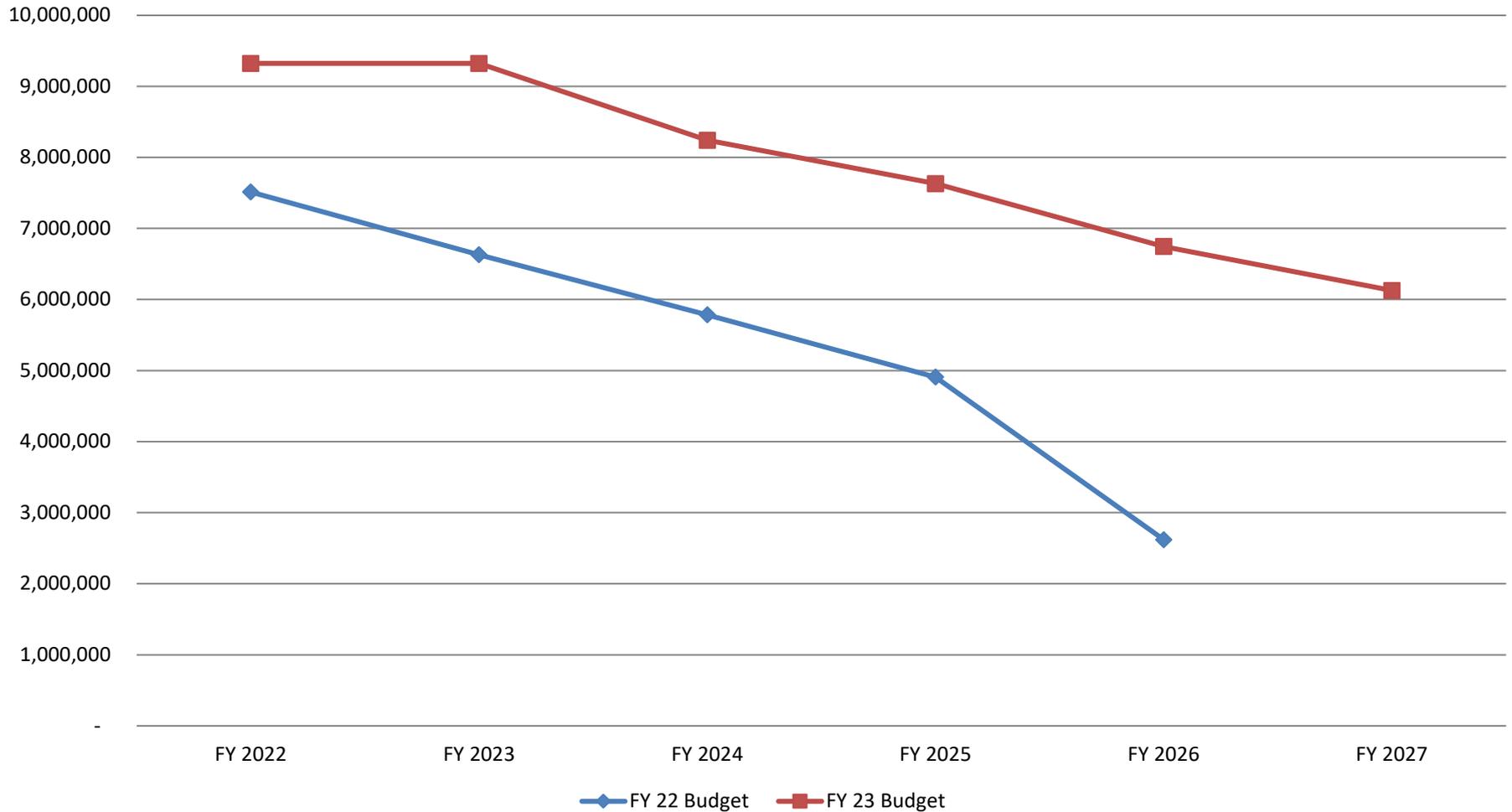
How do things look?

General Fund - Surplus(Deficit) Comparison

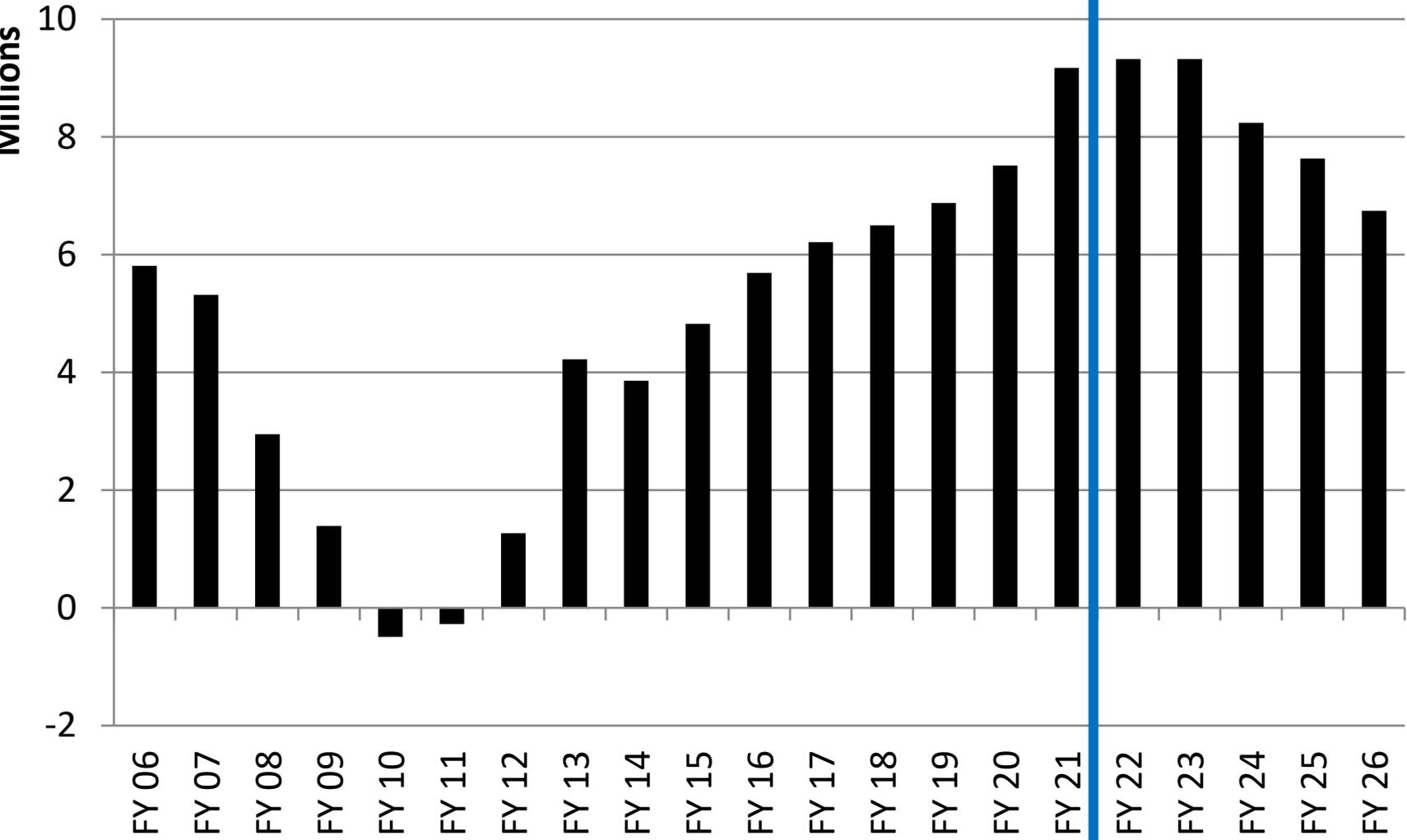


How do things look?

General Fund - Fund Balance



Fund Balance History – General Fund

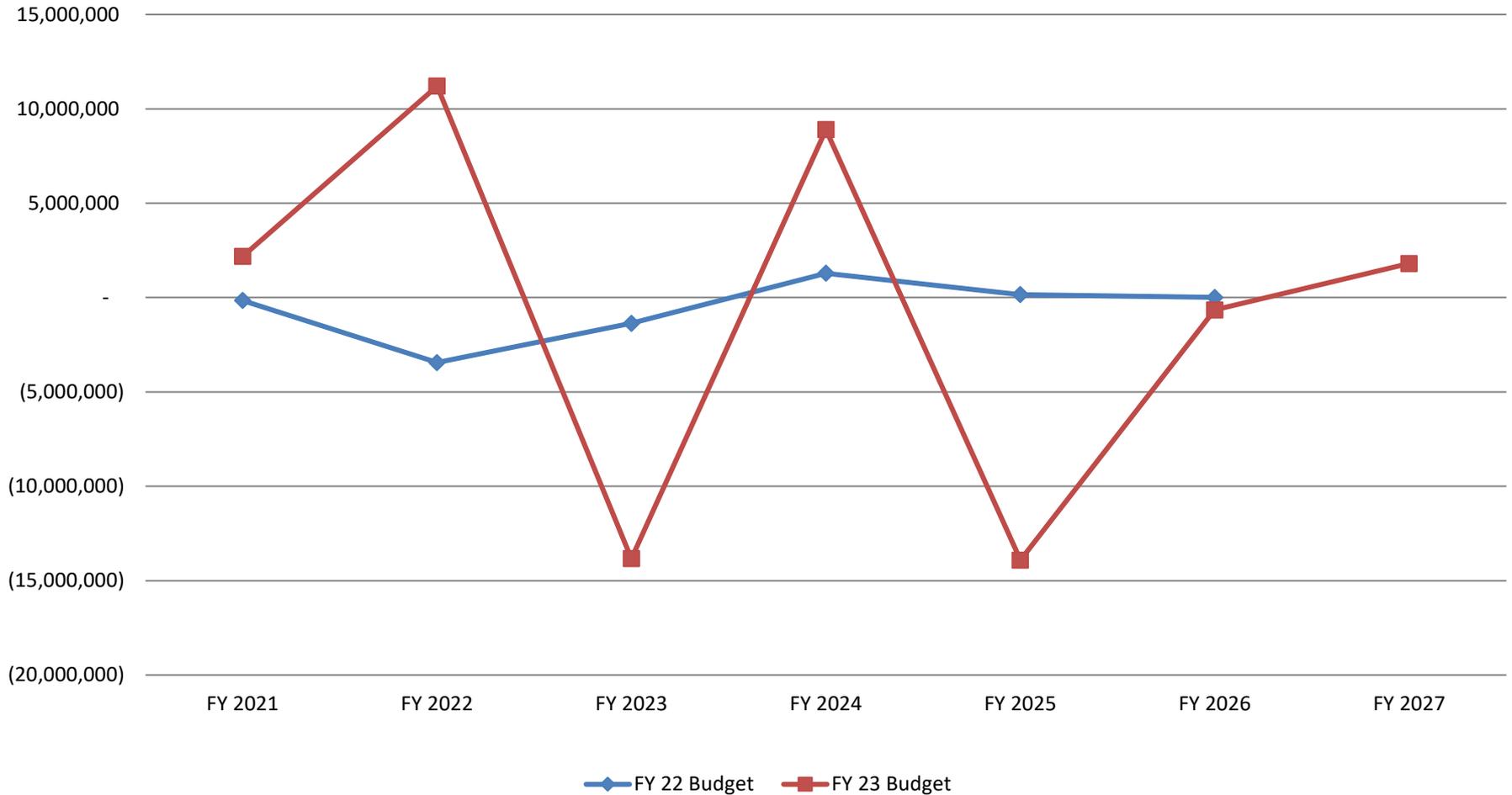


Past

Present and Future

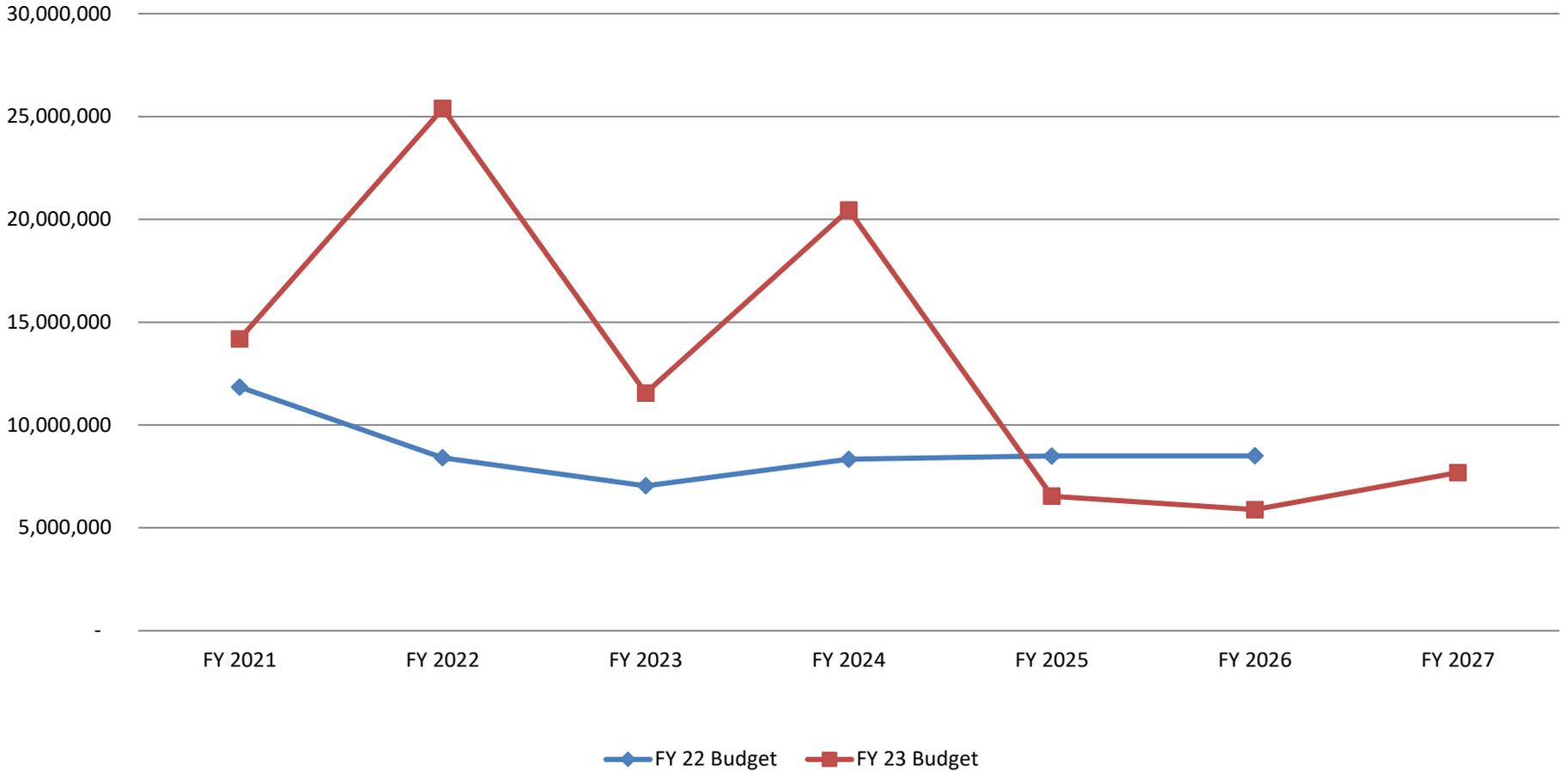
How do things look?

Aggregate City Budget - Surplus(Deficit) Comparison



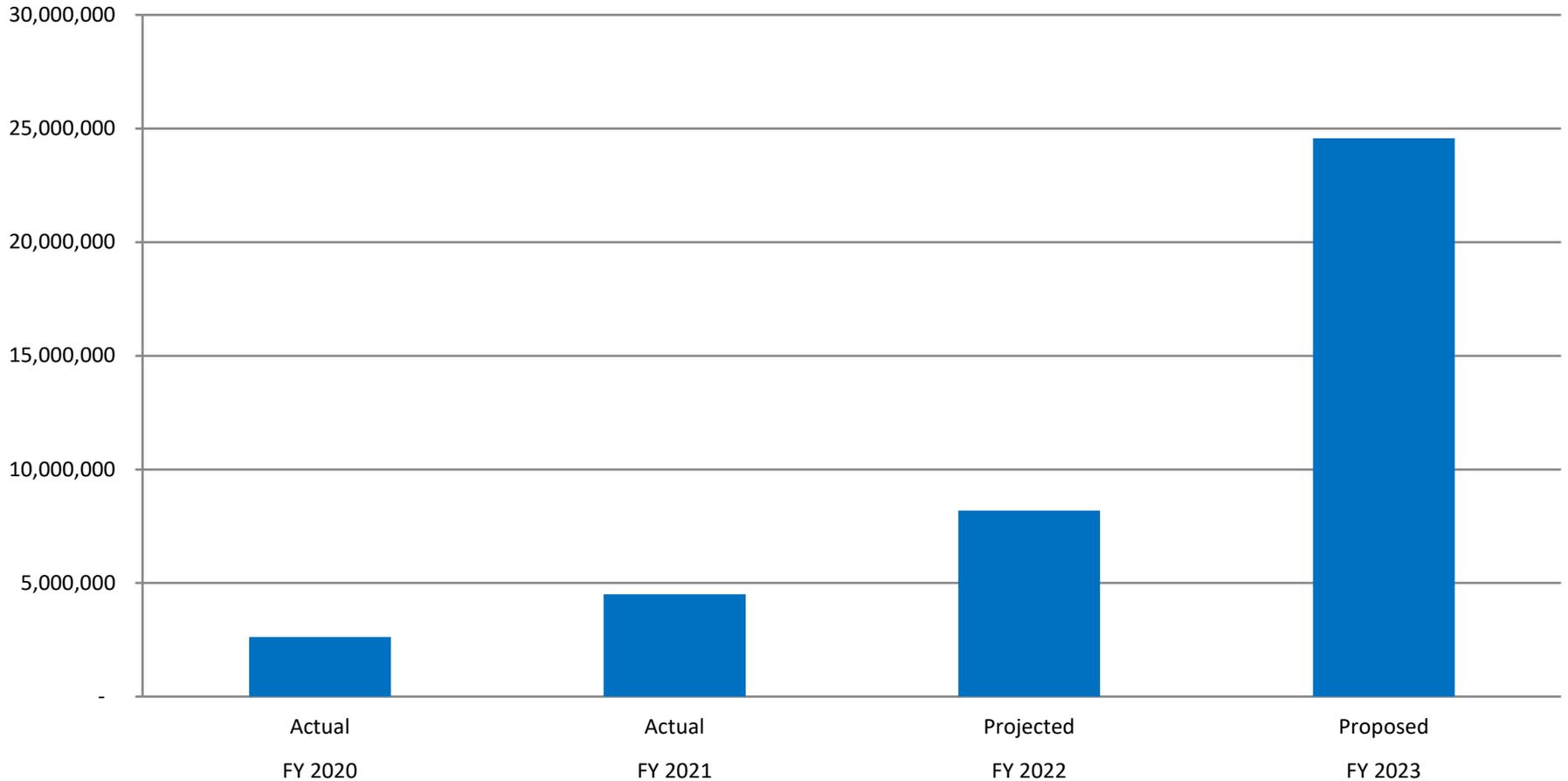
How do things look?

Aggregate City Budget - Fund Balance Comparison



BIG PICTURE

Capital Budget Comparison - Fiscal Years 2020 - 2023



BIG PICTURE

- Fund Balance of General Fund at 42% in FY 23
 - Approx 37% in FY 24; 34% in FY 25
 - Offset by TIF Fund negative fund balances
- Fund Balance in Water Fund drawn down to 13% by FYE 24, but Lake Michigan project remains to be planned
 - Rate adjustment planned due to interim Lake Michigan expenditures
 - First rate increase planned since May 1, 2016, but staggered in rollout
 - Most users will see \$6 per month per household
- Fund Balance in Sewer Fund drawn down to 20% in FY 26, but back to 53% in FY 27
 - Inflationary fee increase planned for FY 23 and beyond

BIG PICTURE

- Revenue growth projections are conservative, even if recent performance has been extremely strong
- Lake Michigan water source project must be addressed by FY 24
 - ~\$96m to be spent over next 4-7 years
- Funding of major new capital projects and vehicle purchases
- New police officers to keep up with population growth is only new hires currently proposed

Items to Note

- Lake Michigan water source project
 - FY 23
 - Interim studies needed for ~\$500k
 - Interim water rate increase needed to fund these projects and chip away at larger increase expected
 - \$6 per month per household for most, under \$10 per month per household for 90% of households
 - FY 24
 - ~\$96m project needed to be planned
 - Accompanying water rates must be implemented
 - Discussion expected in Spring/Summer 2022

Items to Note

- **Prairie Pointe Building Planning**
 - Bids opened mid-February, bids and supplemental purchases being finalized for March 8, 2022 City Council discussion
 - FY 23 budget contains budgeting for all upper end estimates of bids, alternates, and supplemental purchases

- **Public Works Building Planning**
 - \$22m bond planned for FY 23
 - Debt service covered by inflationary increase in sewer, and wrapped into broader water fund discussion
 - Funded out of Streets, Water, Sewer

Budget Schedule

- March 8th City Council presentation and public hearing
- City Council discussion, debate and potential approval
 - April 12th and 26th

Online

- Full budget proposal, including excel spreadsheet available at:

<https://www.yorkville.il.us/Archive.aspx?AMID=44>



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

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131193	KCR	KENDALL COUNTY RECORDER'S			03/02/22		
	127061	03/02/22	01	RELEASE 3 UTILITY LIENS		51-510-54-00-5448	201.00
			02	FILE ORDINANCE APPROVING THE		90-160-00-00-0011	67.00
			03	FINAL PLAT OF GRANDE RESERVE		** COMMENT **	
			04	UNITS 15 AND 22		** COMMENT **	
			05	FILE ORDINANCE GRANTING		01-220-54-00-5462	67.00
			06	VARIANCES AT 304 RIVER STREET		** COMMENT **	
			07	FILE NEW UTILITY LIEN		51-510-54-00-5448	67.00
						INVOICE TOTAL:	402.00 *
						CHECK TOTAL:	402.00
						TOTAL AMOUNT PAID:	402.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

DATE: 03/10/22
 TIME: 10:16:42
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131194	KCR	KENDALL COUNTY RECORDER'S			03/03/22		
	127119	03/03/22	01	PLAT RECORDING-KENDALL		90-154-00-00-0011	103.00
			02	MARKETPLACE LOT 52 PHASE 2 & 3		** COMMENT **	
			03	RESUBDIVISION		** COMMENT **	
						INVOICE TOTAL:	103.00 *
						CHECK TOTAL:	103.00
						TOTAL AMOUNT PAID:	103.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536238	AACVB	AURORA AREA CONVENTION						
	01/22-SUPER	02/25/22	01	JAN 2022 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,173.38	
						INVOICE TOTAL:	1,173.38 *	
	02/22-ALL	03/08/22	01	FEB 2022 ALL SEASON HOTEL TAX	01-640-54-00-5481		21.38	
						INVOICE TOTAL:	21.38 *	
						CHECK TOTAL:	1,194.76	
536239	AMEHOIST	AMERICAN HOIST & MANLIFT, INC						
	21138	03/02/22	01	FEB-MAR 2022 ELEVATOR	24-216-54-00-5446		320.00	
			02	MAINTENANCE	** COMMENT **			
						INVOICE TOTAL:	320.00 *	
						CHECK TOTAL:	320.00	
536240	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	1257578-IN	02/07/22	01	BATTERY, SURE-LITES	79-790-56-00-5640		88.00	
						INVOICE TOTAL:	88.00 *	
	1261351-IN	02/15/22	01	IGNITORS	23-230-56-00-5642		104.50	
						INVOICE TOTAL:	104.50 *	
	1263259-IN	02/25/22	01	STRESSCRETE	23-230-56-00-5642		5,965.00	
						INVOICE TOTAL:	5,965.00 *	
						CHECK TOTAL:	6,157.50	
536241	ATT	AT&T						
	6305536805-0222	02/25/22	01	02/25-03/24 RIVERFRONT PARK	79-795-54-00-5440		50.68	
			02	02/25-03/24 RIVERFRONT PARK	79-790-54-00-5440		50.68	
						INVOICE TOTAL:	101.36 *	
						CHECK TOTAL:	101.36	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536242	BATTERY'S	BATTERY SERVICE CORPORATION					
	0083618	02/17/22	01	BATTERY	01-410-56-00-5628		189.90
						INVOICE TOTAL:	189.90 *
					CHECK TOTAL:		189.90
536243	BKFD	BRISTOL KENDALL FIRE DEPART.					
	013122-LC	03/10/22	01	NOV 2021-JAN 2022 DEVELOPMENT	95-000-24-00-2452		22,050.00
			02	FEES	** COMMENT **		
						INVOICE TOTAL:	22,050.00 *
					CHECK TOTAL:		22,050.00
536244	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	42859	02/24/22	01	PAPER TOWEL	52-520-56-00-5620		77.86
						INVOICE TOTAL:	77.86 *
					CHECK TOTAL:		77.86
536245	COMED	COMMONWEALTH EDISON					
	0091033126-0222	03/02/22	01	02/01-03/02 RT34 & AUTUMN CRK	23-230-54-00-5482		256.00
						INVOICE TOTAL:	256.00 *
	0435057364-0222	02/25/22	01	01/27-02/25 RT126 &	23-230-54-00-5482		122.88
			02	SCHOOLHOUSE RD	** COMMENT **		
						INVOICE TOTAL:	122.88 *
	1647065335-0222	03/03/22	01	02/01-03/02 SARAVANOS PUMP	52-520-54-00-5480		259.84
						INVOICE TOTAL:	259.84 *
	2947052031-0222	03/01/22	01	01/31-03/01 RT47 & RIVER	23-230-54-00-5482		404.08
						INVOICE TOTAL:	404.08 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536245	COMED COMMONWEALTH EDISON						
	6819027011-0222	03/07/22	01	01/28-03/01 PR BUILDINGS	79-795-54-00-5480		280.78
						INVOICE TOTAL:	280.78 *
	7110074020-0222	02/28/22	01	01/28-02/28 104 E VAN EMMON	01-110-54-00-5480		334.28
						INVOICE TOTAL:	334.28 *
	7982120022-0222	03/03/22	01	01/31-03/01 609 N BRIDGE	01-110-54-00-5480		49.02
						INVOICE TOTAL:	49.02 *
						CHECK TOTAL:	1,706.88
536246	COMPASS COMPASS MINERALS AMERICA						
	955045	02/16/22	01	HIGHWAY SALT	15-155-56-00-5618		6,152.56
						INVOICE TOTAL:	6,152.56 *
	964655	03/01/22	01	HIGHWAY SALT	15-155-56-00-5618		3,725.21
						INVOICE TOTAL:	3,725.21 *
						CHECK TOTAL:	9,877.77
536247	CORDOGAN CORDOGAN CLARK & ASSOCIATES						
	25248	02/10/22	01	PROFESSIONAL SERVICES FOR	24-216-60-00-6030		9,986.76
			02	YORKVILLE CITY HALL & POLICE	** COMMENT **		
			03	FACILITY THROUGH JAN 2022	** COMMENT **		
						INVOICE TOTAL:	9,986.76 *
						CHECK TOTAL:	9,986.76
536248	COREMAIN CORE & MAIN LP						
	Q247460	02/11/22	01	REPROGRAMED METERS	51-510-56-00-5664		4,128.00
						INVOICE TOTAL:	4,128.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536248	COREMAIN	CORE & MAIN LP					
	Q297249	02/11/22	01	REPROGRAMED METERS	51-510-56-00-5664		3,612.00
						INVOICE TOTAL:	3,612.00 *
	Q373747	02/16/22	01	METER WIRE	51-510-56-00-5664		400.00
						INVOICE TOTAL:	400.00 *
					CHECK TOTAL:		8,140.00
536249	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-220610048374	03/01/22	01	01/28-02/27 KENNEDY & MCHUGH	23-230-54-00-5482		34.57
						INVOICE TOTAL:	34.57 *
	1704707-220530048294	02/22/22	01	01/19-02/17 RT47 & KENNEDY	23-230-54-00-5482		1,157.58
						INVOICE TOTAL:	1,157.58 *
	1704708-220630048398	03/04/22	01	01/31-02/28 1850 MARKETVIEW	23-230-54-00-5482		80.41
						INVOICE TOTAL:	80.41 *
	1704709-220630048398	03/04/22	01	01/31-02/28 7 COUNTRYSIDE PKWY	23-230-54-00-5482		137.60
						INVOICE TOTAL:	137.60 *
	1704710-220610048374	03/01/22	01	01/28-02/27 VAN EMMON LOT	23-230-54-00-5482		17.89
						INVOICE TOTAL:	17.89 *
	1704712-220560048331	02/25/22	01	01/24-02/22 421 POPLAR	23-230-54-00-5482		5,342.68
						INVOICE TOTAL:	5,342.68 *
	1704713-220540048305	02/23/22	01	01/21-02/21 FOX & PAVILLION	23-230-54-00-5482		36.25
						INVOICE TOTAL:	36.25 *
	1704714-220630048398	03/04/22	01	01/31-02/28 MCHUGH RD	23-230-54-00-5482		84.54
						INVOICE TOTAL:	84.54 *
	1704715-220560048331	02/25/22	01	01/24-02/22 998 WHITE PPLAINS	23-230-54-00-5482		8.87
						INVOICE TOTAL:	8.87 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536249	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704716-220630048398	03/04/22	01	01/31-03/01 1 COUNTRYSIDE PKWY	23-230-54-00-5482		163.44	
						INVOICE TOTAL:	163.44 *	
	1704719-211460045749	05/26/21	01	04/23-05/24 LEASURE 7 SUNSET	23-230-54-00-5482		2,490.76	
						INVOICE TOTAL:	2,490.76 *	
	1704719-220610048374	03/01/22	01	01/26-02/24 SUNSET & LEASURE	23-230-54-00-5482		1,420.37	
						INVOICE TOTAL:	1,420.37 *	
	1704721-220630048398	03/04/22	01	01/31-03/01 610 TOWER WELLS	51-510-54-00-5480		7,924.02	
						INVOICE TOTAL:	7,924.02 *	
	1704723-220620048384	03/03/22	01	02/01-02/27 2224 TREMONT	51-510-54-00-5480		6,946.44	
						INVOICE TOTAL:	6,946.44 *	
	1704724-220530048294	02/22/22	01	01/19-02/16 6299 LEHMAN CR	51-510-54-00-5480		7,874.60	
						INVOICE TOTAL:	7,874.60 *	
						CHECK TOTAL:	33,720.02	
536250	DORNER	DORNER PRODUCTS, INC						
	160963-IN	02/18/22	01	VALVE REPAIR	51-510-54-00-5445		5,047.00	
						INVOICE TOTAL:	5,047.00 *	
						CHECK TOTAL:	5,047.00	
536251	DUTEK	THOMAS & JULIE FLETCHER						
	1016294	02/17/22	01	HOSE ASSEMBLIES	01-410-56-00-5628		134.00	
						INVOICE TOTAL:	134.00 *	
	1016348	02/28/22	01	HOSE ASSEMBLY	01-410-56-00-5628		172.00	
						INVOICE TOTAL:	172.00 *	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536251	DUTEK 1016382	THOMAS & JULIE FLETCHER 03/02/22	01	HOSE ASSEMBLIES, FITTINGS	01-410-56-00-5628		142.50
						INVOICE TOTAL:	142.50 *
	1016383	03/02/22	01	HOSE ASSEMBLY	01-410-56-00-5628		61.50
						INVOICE TOTAL:	61.50 *
					CHECK TOTAL:		510.00
536252	DYNEGY 386643522021	DYNEGY ENERGY SERVICES 03/02/22	01	12/29-01/30 420 FAIRHAVEN	52-520-54-00-5480		134.30
			02	12/30-01/31 6780 RT47	51-510-54-00-5480		136.92
			03	01/28-02/27 456 KENNEDY RD	51-510-54-00-5480		174.11
			04	01/13-02/13 4600 N BRIDGE	51-510-54-00-5480		78.33
			05	01/27-02/24 1106 PRAIRIE CR	52-520-54-00-5480		133.57
			06	01/28-02/27 301 E HYDRAULIC	79-795-54-00-5480		53.63
			07	01/03-02/01 FOXHILL 7 LIFT	52-520-54-00-5480		82.45
			08	01/27-02/24 872 PRAIRIE CR	79-795-54-00-5480		55.89
			09	01/13-02/13 9257 GALENA PARK	79-795-54-00-5480		53.52
			10	12/29-01/30 101 BRUELL	52-520-54-00-5480		546.15
			11	01/27-02/24 1908 RAINTREE	51-510-54-00-5480		326.00
			12	01/28-02/27 PRESTWICK LIFT	52-520-54-00-5480		143.67
			13	12/29-01/30 610 TOWER LN	51-510-54-00-5480		252.42
			14	01/28-02/27 276 WINDHAM CIRCLE	52-520-54-00-5480		154.56
			15	01/28-02/27 133 E HYDRAULIC	79-795-54-00-5480		141.05
			16	12/29-01/30 1975 BRIDGE LIFT	52-520-54-00-5480		599.89
			17	01/28-02/27 1991 CANNONBALL	51-510-54-00-5480		290.51
						INVOICE TOTAL:	3,356.97 *
					CHECK TOTAL:		3,356.97
536253	ECO 10445	ECO CLEAN MAINTENANCE INC 02/25/22	01	FEB 2022 OFFICE CLEANING	01-110-54-00-5488		949.16

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536253	ECO	ECO CLEAN MAINTENANCE INC						
	10445	02/25/22	02	FEB 2022 OFFICE CLEANING	01-210-54-00-5488		949.17	
			03	FEB 2022 OFFICE CLEANING	79-795-54-00-5488		525.00	
			04	FEB 2022 OFFICE CLEANING	79-790-54-00-5488		135.00	
			05	FEB 2022 OFFICE CLEANING	01-410-54-00-5488		65.00	
			06	FEB 2022 OFFICE CLEANING	51-510-54-00-5488		65.00	
			07	FEB 2022 OFFICE CLEANING	52-520-54-00-5488		65.00	
				INVOICE TOTAL:			2,753.33 *	
	10447	02/25/22	01	FEB 2022 OFFICE CLEANING AT	24-216-54-00-5446	PRAIRIE PT	584.00	
			02	651 PRAIRIE POINTE	** COMMENT **			
				INVOICE TOTAL:			584.00 *	
	10466	02/25/22	01	FEB 2022 ADDITIONAL OFFICE	01-110-54-00-5488	COVID-19	85.75	
			02	CLEANING	** COMMENT **			
			03	FEB 2022 ADDITIONAL OFFICE	01-210-54-00-5488	COVID-19	85.75	
			04	CLEANING	** COMMENT **			
			05	FEB 2022 ADDITIONAL OFFICE	79-795-54-00-5488	COVID-19	105.00	
			06	CLEANING	** COMMENT **			
			07	FEB 2022 ADDITIONAL OFFICE	79-790-54-00-5488	COVID-19	97.50	
			08	CLEANING	** COMMENT **			
			09	FEB 2022 ADDITIONAL OFFICE	01-410-54-00-5488	COVID-19	42.50	
			10	CLEANING	** COMMENT **			
			11	FEB 2022 ADDITIONAL OFFICE	51-510-54-00-5488	COVID-19	42.50	
			12	CLEANING	** COMMENT **			
			13	FEB 2022 ADDITIONAL OFFICE	52-520-54-00-5488	COVID-19	42.50	
			14	CLEANING	** COMMENT **			
				INVOICE TOTAL:			501.50 *	
				CHECK TOTAL:			3,838.83	
536254	EEI	ENGINEERING ENTERPRISES, INC.						
	73553	02/28/22	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		174.00	
				INVOICE TOTAL:			174.00 *	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536254	EEI	ENGINEERING ENTERPRISES, INC.						
	73554	02/28/22	01	GRANDE RESERVE-AVANTI	90-163-00-00-0111		1,023.75	
						INVOICE TOTAL:	1,023.75 *	
	73555	02/28/22	01	PRESTWICK	01-640-54-00-5465		162.00	
						INVOICE TOTAL:	162.00 *	
	73556	02/28/22	01	METRONET	90-132-00-00-0111		130.50	
						INVOICE TOTAL:	130.50 *	
	73557	02/28/22	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465		43.50	
						INVOICE TOTAL:	43.50 *	
	73558	02/28/22	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		1,098.75	
						INVOICE TOTAL:	1,098.75 *	
	73559	02/28/22	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	200.00 *	
	73560	02/28/22	01	HEARTLAND MEADOWS-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	100.00 *	
	73561	02/28/22	01	HEARTLAND CIRCLE UNIT 1-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	200.00 *	
	73562	02/28/22	01	KENDALL MARKETPLACE-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	100.00 *	
	73563	02/28/22	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		400.00	
						INVOICE TOTAL:	400.00 *	
	73564	02/28/22	01	GRANDE RESERVE UNIT 3-ENG	01-640-54-00-5465		200.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536254	EEI	ENGINEERING ENTERPRISES, INC.						
	73564	02/28/22	02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	200.00 *	
	73565	02/28/22	01	GRANDE RESERVE UNITS 26 & 27	90-147-00-00-0111		1,626.75	
						INVOICE TOTAL:	1,626.75 *	
	73566	02/28/22	01	RAGING WAVES PARKING LOT	90-117-00-00-0111		355.00	
			02	EXPANSION PHASE 2	** COMMENT **			
						INVOICE TOTAL:	355.00 *	
	73567	02/28/22	01	RAINTREE VILLAGE PUBLIC	01-640-54-00-5465		944.25	
			02	IMPROVEMENT COMPLETION	** COMMENT **			
						INVOICE TOTAL:	944.25 *	
						CHECK TOTAL:	6,758.50	
536255	EEI	ENGINEERING ENTERPRISES, INC.						
	73568	02/28/22	01	BEAVER ST PUMP STATION	51-510-60-00-6060		1,263.50	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	1,263.50 *	
						CHECK TOTAL:	1,263.50	
536256	EEI	ENGINEERING ENTERPRISES, INC.						
	73569	02/28/22	01	RAINTREE VILLAGE UNIT 4-ENG	01-640-54-00-5465		400.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	400.00 *	
	73570	02/28/22	01	RAINTREE VILLAGE UNIT 5-ENG	01-640-54-00-5465		400.00	
			02	INSPECTION	** COMMENT **			
						INVOICE TOTAL:	400.00 *	
						CHECK TOTAL:	800.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536257	EEI	ENGINEERING ENTERPRISES, INC.						
	73571	02/28/22	01	2021 ROAD PROGRAM	23-230-60-00-6025		8,820.75	
						INVOICE TOTAL:	8,820.75 *	
						CHECK TOTAL:	8,820.75	
536258	EEI	ENGINEERING ENTERPRISES, INC.						
	73572	02/28/22	01	PRAIRIE POINTE SITE	24-216-60-00-6030		12,384.50	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	12,384.50 *	
						CHECK TOTAL:	12,384.50	
536259	EEI	ENGINEERING ENTERPRISES, INC.						
	73573	02/28/22	01	FOX HILL ROADWAY IMPROVEMENTS	23-230-54-00-5465		957.25	
						INVOICE TOTAL:	957.25 *	
	73574	02/28/22	01	KENDALL MARKETPLACE LOT 52,	90-154-00-00-0111		336.00	
			02	PHASE 2 & 3	** COMMENT **			
						INVOICE TOTAL:	336.00 *	
						CHECK TOTAL:	1,293.25	
536260	EEI	ENGINEERING ENTERPRISES, INC.						
	73575	02/28/22	01	BRISTOL RIDGE ROAD RESURFACING	23-230-60-00-6032		649.66	
						INVOICE TOTAL:	649.66 *	
						CHECK TOTAL:	649.66	
536261	EEI	ENGINEERING ENTERPRISES, INC.						
	73576	02/28/22	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536261	EEI	ENGINEERING ENTERPRISES, INC.						
	73577	02/28/22	01	YBSD SOLIDS HANDLING	01-640-54-00-5465		108.50	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		108.50 *	
	73578	02/28/22	01	RISK & RESILLIENCE ASSESSMENT	51-510-54-00-5465		1,782.00	
			02	& EMERGENCY RESPONSE PLAN	** COMMENT **			
					INVOICE TOTAL:		1,782.00 *	
	73579	02/28/22	01	BRIGHT FARMS	90-174-00-00-0111		7,734.25	
					INVOICE TOTAL:		7,734.25 *	
	73580	02/28/22	01	GRANDE RESERVE UNIT 4-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00 *	
					CHECK TOTAL:		11,724.75	
536262	EEI	ENGINEERING ENTERPRISES, INC.						
	73581	02/28/22	01	WELL #4 REHABILITATION	51-510-60-00-6060		365.76	
					INVOICE TOTAL:		365.76 *	
					CHECK TOTAL:		365.76	
536263	EEI	ENGINEERING ENTERPRISES, INC.						
	73582	02/28/22	01	E. MAIN STREET IMPROVEMENTS	51-510-60-00-6025		5,760.90	
					INVOICE TOTAL:		5,760.90 *	
	73583	02/28/22	01	ROB ROY AND RAYMOND DRAINAGE	01-640-54-00-5465		103.00	
			02	DISTRICT REVIEW	** COMMENT **			
					INVOICE TOTAL:		103.00 *	
	73584	02/28/22	01	GRANDE RESERVE UNIT 26-ENG	01-640-54-00-5465		400.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536263	EEI	ENGINEERING ENTERPRISES, INC.						
	73584	02/28/22	02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		400.00 *	
	73585	02/28/22	01	KENDALLWOOD ESTATES	90-174-00-00-0111		267.00	
					INVOICE TOTAL:		267.00 *	
	73586	02/28/22	01	WELLMONITORING DASHBOARDS	01-640-54-00-5465		247.50	
					INVOICE TOTAL:		247.50 *	
	73587	02/28/22	01	GRANDE RESERVE UNIT 20-ENG	01-640-54-00-5465		800.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		800.00 *	
	73588	02/28/22	01	WESTBURY VILLAGE	90-178-00-00-0111		7,657.25	
					INVOICE TOTAL:		7,657.25 *	
	73589	02/28/22	01	CHIPOLTE-444 E. VETERANS PKWY	90-177-00-00-0111		3,820.75	
					INVOICE TOTAL:		3,820.75 *	
	73590	02/28/22	01	NORTH CENTRAL EWST REHAB	01-640-54-00-5465		7,197.84	
					INVOICE TOTAL:		7,197.84 *	
	73591	02/28/22	01	FY 2023 BUDGET	01-640-54-00-5465		4,778.00	
					INVOICE TOTAL:		4,778.00 *	
					CHECK TOTAL:		31,032.24	
536264	EEI	ENGINEERING ENTERPRISES, INC.						
	73592	02/28/22	01	2022 ROAD PROGRAM	23-230-60-00-6025		27,227.20	
					INVOICE TOTAL:		27,227.20 *	
					CHECK TOTAL:		27,227.20	
536265	EEI	ENGINEERING ENTERPRISES, INC.						

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536265	EEI	ENGINEERING ENTERPRISES, INC.						
	73593	02/28/22	01	LAKE MICHIGAN ALLOCATION	51-510-54-00-5465		1,085.00	
			02	PERMIT APPLICATION	** COMMENT **			
					INVOICE TOTAL:		1,085.00 *	
	73594	02/28/22	01	LOT 8 YORKVILLE BUSINESS	90-176-00-00-0111		121.50	
			02	CENTER	** COMMENT **			
					INVOICE TOTAL:		121.50 *	
	73595	02/28/22	01	1735 MARKETVIEW-BELLE TIRE	90-175-00-00-0111		167.25	
					INVOICE TOTAL:		167.25 *	
	73596	02/28/22	01	5 YEAR CAPITAL IMPROVEMENT	51-510-54-00-5465		4,448.00	
			02	PLAN-LAKE MICHIGAN CONNECTION	** COMMENT **			
					INVOICE TOTAL:		4,448.00 *	
	73597	02/28/22	01	VERIZON-610 TOWER LANE	90-170-00-00-0111		191.50	
					INVOICE TOTAL:		191.50 *	
	73598	02/28/22	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,048.00	
					INVOICE TOTAL:		2,048.00 *	
	73599	02/28/22	01	PLAT OF EASEMENT-RAINTREE	01-640-54-00-5465		293.00	
			02	VILLAGE UNIT 5 LOT 362	** COMMENT **			
					INVOICE TOTAL:		293.00 *	
	73600	03/07/22	01	GRANDE RESERVE UNIT 15	01-640-54-00-5465		100.00	
					INVOICE TOTAL:		100.00 *	
	73601	02/28/22	01	RAINTREE VILLAGE UNIT 6-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		100.00 *	
	73602	02/28/22	01	BRISTOL BAY UNIT 3	90-179-00-00-0111		217.00	
			02	RESUBDIVISION	** COMMENT **			
					INVOICE TOTAL:		217.00 *	
					CHECK TOTAL:		8,771.25	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536266	FLATSOS	RAQUEL HERRERA					
	21836	11/22/21	01	NEW TIRE	01-410-54-00-5490		124.90
						INVOICE TOTAL:	124.90 *
	22707	02/23/22	01	MOUNT & BALANCE TIRES	01-410-54-00-5490		60.00
						INVOICE TOTAL:	60.00 *
					CHECK TOTAL:		184.90
536267	FOXBRIDGE	FOX RIDGE STONE					
	5677	02/19/22	01	GRAVEL	51-510-56-00-5620		379.47
			02	GRAVEL	51-510-54-00-5462		540.00
						INVOICE TOTAL:	919.47 *
					CHECK TOTAL:		919.47
536268	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-7971	03/10/22	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,540.00
						INVOICE TOTAL:	1,540.00 *
	H-3181C-7972	03/10/22	01	MISC CITY LEAGAL MATTERS	01-640-54-00-5461		110.00
						INVOICE TOTAL:	110.00 *
	H-3586C-7973	03/10/22	01	NICHOLSON MATTERS	01-640-54-00-5461		220.00
						INVOICE TOTAL:	220.00 *
					CHECK TOTAL:		1,870.00
536269	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000243	02/28/22	01	MYGOVHUB FEES - FEB 2022	01-120-54-00-5462		96.20
			02	MYGOVHUB FEES - FEB 2022	51-510-54-00-5462		145.17
			03	MYGOVHUB FEES - FEB 2022	52-520-54-00-5462		41.89
						INVOICE TOTAL:	283.26 *
					CHECK TOTAL:		283.26

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536270	HOUSEAL	HOUSEAL LAVIGNE ASSOCIATES						
	5473	02/15/22	01	JAN 2022 PROFESSIONAL	01-220-54-00-5462		2,073.93	
			02	CONSULTING SERVICES	** COMMENT **			
					INVOICE TOTAL:		2,073.93 *	
					CHECK TOTAL:		2,073.93	
536271	ILLCO	ILLCO, INC.						
	1396901	02/23/22	01	BELTS	24-216-56-00-5656		105.08	
					INVOICE TOTAL:		105.08 *	
					CHECK TOTAL:		105.08	
536272	IMPACT	IMPACT NETWORKING, LLC						
	2442192	02/22/22	01	01/29-02/23 COPY CHARGES	01-110-54-00-5430		92.26	
			02	01/29-02/23 COPY CHARGES	79-795-54-00-5462		104.51	
			03	01/29-02/23 COPY CHARGES	79-790-54-00-5462		104.51	
			04	01/29-02/23 COPY CHARGES	52-520-54-00-5430		10.93	
			05	01/29-02/23 COPY CHARGES	51-510-54-00-5430		10.93	
			06	01/29-02/23 COPY CHARGES	01-410-54-00-5462		10.93	
			07	01/29-02/23 COPY CHARGES	01-120-54-00-5430		30.76	
			08	01/29-02/23 COPY CHARGES	01-220-54-00-5430		54.27	
			09	01/29-02/23 COPY CHARGES	01-210-54-00-5430		56.75	
					INVOICE TOTAL:		475.85 *	
					CHECK TOTAL:		475.85	
536273	IMPERINV	IMPERIAL INVESTMENTS						
	DEC 2021-REBATE	02/03/22	01	BUSINESS DIST REBATE-DEC 2021	01-000-24-00-2488		5,539.32	
					INVOICE TOTAL:		5,539.32 *	
	JAN 2022-REBATE	03/09/22	01	BUSINESS DIST REBATE-JAN 2022	01-000-24-00-2488		1,873.71	
					INVOICE TOTAL:		1,873.71 *	
					CHECK TOTAL:		7,413.03	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

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536274	INTERDEV	INTERDEV, LLC					
	MSP1032748	02/28/22	01	MONTHLY IT BILLING-FEB 2022	01-640-54-00-5450		8,302.91
						INVOICE TOTAL:	8,302.91 *
						CHECK TOTAL:	8,302.91
536275	JDDOOR	J & D DOOR SALES, INC					
	112701	03/01/22	01	610 TOWER GARAGE DOOR	24-216-56-00-5656		1,452.50
			02	TRANSMITTERS	** COMMENT **		
						INVOICE TOTAL:	1,452.50 *
						CHECK TOTAL:	1,452.50
536276	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 01/22	03/09/22	01	BUSINESS DIST REBATE-JAN 2022	01-000-24-00-2487		5,720.01
						INVOICE TOTAL:	5,720.01 *
	BD REBATE 12/21	02/03/22	01	BUSINESS DIST REBATE-DEC 2021	01-000-24-00-2487		4,888.39
						INVOICE TOTAL:	4,888.39 *
						CHECK TOTAL:	10,608.40
536277	KONEINC	KONE INC.					
	962156613	03/01/22	01	MAR 2022 ELEVATOR MAINTENANCE	24-216-54-00-5446		171.20
						INVOICE TOTAL:	171.20 *
						CHECK TOTAL:	171.20
536278	LINDCO	LINDCO EQUIPMENT SALES INC					
	220275P	02/21/22	01	AMBER LED	01-410-56-00-5628		238.52
						INVOICE TOTAL:	238.52 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536278	LINDCO	LINDCO EQUIPMENT SALES INC						
	220491P	03/02/22	01	V-BOX FLUSH KIT	01-410-56-00-5628		273.53	
						INVOICE TOTAL:	273.53 *	
						CHECK TOTAL:	512.05	
536279	MENLAND	MENARDS - YORKVILLE						
	36010	02/17/22	01	BATTERIES	79-790-56-00-5620		3.27	
						INVOICE TOTAL:	3.27 *	
	36016	02/17/22	01	COUPLING	01-410-56-00-5620		13.98	
						INVOICE TOTAL:	13.98 *	
	36022	02/17/22	01	BLADES	01-410-56-00-5620		17.99	
						INVOICE TOTAL:	17.99 *	
	36037	02/17/22	01	BLADES, CUTTING WHEEL, DRAFT	01-410-56-00-5620		76.05	
			02	HOOD, FLAP DISC	** COMMENT **			
						INVOICE TOTAL:	76.05 *	
						CHECK TOTAL:	111.29	
536280	MENLAND	MENARDS - YORKVILLE						
	36366	02/22/22	01	TRASH CANS, GFCI COVER,	79-790-56-00-5620		199.71	
			02	ELECTRICAL BOX	** COMMENT **			
						INVOICE TOTAL:	199.71 *	
						CHECK TOTAL:	199.71	
536281	MENLAND	MENARDS - YORKVILLE						
	36388	02/22/22	01	TRASH CAN	79-790-56-00-5620		15.99	
						INVOICE TOTAL:	15.99 *	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536281	MENLAND	MENARDS - YORKVILLE					
	36398	02/22/22	01	NUTS, WASHERS, BOLTS	79-790-56-00-5640		20.54
						INVOICE TOTAL:	20.54 *
	36445	02/23/22	01	WOOD PROTECTOR, PLASTER,	79-790-56-00-5640		906.17
			02	PAINT, PICKETS, BOARDS	** COMMENT **		
						INVOICE TOTAL:	906.17 *
	36457	02/23/22	01	PROPANE CYLINDER, TORCH, BUG	52-520-56-00-5620		32.53
			02	STOP	** COMMENT **		
						INVOICE TOTAL:	32.53 *
	36545-22	02/24/22	01	MOP BUCKET, MOP, TACKY	52-520-56-00-5610		190.41
			02	GREASE, SPONGES, BRAKELEEN,	** COMMENT **		
			03	CLEANERS	** COMMENT **		
						INVOICE TOTAL:	190.41 *
	36613	02/25/22	01	PICKETS	79-790-56-00-5640		41.60
						INVOICE TOTAL:	41.60 *
						CHECK TOTAL:	1,207.24
536282	MIDAM	MID AMERICAN WATER					
	198648A	02/07/22	01	ASSORTED FLANGE PACK	51-510-56-00-5640		46.74
						INVOICE TOTAL:	46.74 *
	198838A	02/16/22	01	GASKET & BOLT PACK	51-510-56-00-5640		148.30
						INVOICE TOTAL:	148.30 *
						CHECK TOTAL:	195.04
D002438	MILSCHET	TED MILSCHEWSKI					
	KOHLs-REIMB	02/19/22	01	KOHLs-REIMBURSEMENT FOR PANTS	24-216-56-00-5600		221.53
						INVOICE TOTAL:	221.53 *
						DIRECT DEPOSIT TOTAL:	221.53

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536283	MONTRK	MONROE TRUCK EQUIPMENT					
	332509	02/25/22	01	STRAIGHT CUTTING EDGE BLADE	01-410-56-00-5628		410.24
						INVOICE TOTAL:	410.24 *
	335216	02/25/22	01	HEADLIGHT UPGRADE KIT	01-410-56-00-5628		1,539.62
						INVOICE TOTAL:	1,539.62 *
	335245	02/25/22	01	BLADE CRATE, SNOW DEFLECTOR	01-410-56-00-5628		1,913.54
						INVOICE TOTAL:	1,913.54 *
	335250	02/25/22	01	SPRING KIT	01-410-56-00-5628		14.09
						INVOICE TOTAL:	14.09 *
						CHECK TOTAL:	3,877.49
536284	NELSONG	GINA NELSON					
	030422-NOTARY	03/04/22	01	NOTARY RENEWAL FEE	01-220-54-00-5462		10.00
						INVOICE TOTAL:	10.00 *
						CHECK TOTAL:	10.00
536285	NICOR	NICOR GAS					
	00-41-22-8748 4-0222	03/03/22	01	02/01-03/03 1107 PRAIRIE LN	01-110-54-00-5480		91.12
						INVOICE TOTAL:	91.12 *
	12-43-53-5625 3-0222	03/04/22	01	02/02-03/4 609 N BRIDGE	01-110-54-00-5480		172.26
						INVOICE TOTAL:	172.26 *
	15-41-50-1000 6-0222	03/04/22	01	02/01-03/03 804 GAME FARM RD	01-110-54-00-5480		888.56
						INVOICE TOTAL:	888.56 *
	15-64-61-3532 5-0222	03/03/22	01	02/01-03/03 1991 CANNONBALL TR	01-110-54-00-5480		54.53
						INVOICE TOTAL:	54.53 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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536285	NICOR NICOR GAS						
	20-52-56-2042	1-0222	02/28/22	01 01/28-02/28 420 FAIRHAVEN	01-110-54-00-5480		157.71
						INVOICE TOTAL:	157.71 *
	3-45-91-4862	5-0222	03/04/22	01 02/02-03/04 101 BRUELL ST	01-110-54-00-5480		163.29
						INVOICE TOTAL:	163.29 *
	61-60-41-1000	9-0222	03/07/22	01 02/02-03/04 610 TOWER LN	01-110-54-00-5480		1,918.87
						INVOICE TOTAL:	1,918.87 *
	83-80-00-1000	7-0222	03/07/22	01 02/02-03/04 610 TOWER UNIT B	01-110-54-00-5480		695.91
						INVOICE TOTAL:	695.91 *
	91-85-68-4012	8-0222	03/04/22	01 02/01-03/03 902 GAME FARM RD	82-820-54-00-5480		3,499.88
						INVOICE TOTAL:	3,499.88 *
	95-16-10-1000	4-0222	03/04/22	01 02/02-03/04 1 RT47	01-110-54-00-5480		48.95
						INVOICE TOTAL:	48.95 *
						CHECK TOTAL:	7,691.08
536286	OMALLEY O'MALLEY WELDING & FABRICATING						
	20212		02/07/22	01 GAUGE SHEET	79-790-56-00-5640		340.00
						INVOICE TOTAL:	340.00 *
						CHECK TOTAL:	340.00
002439	ORRK KATHLEEN FIELD ORR & ASSOC.						
	16810		03/06/22	01 MISC CITY LEGAL MATTERS	01-640-54-00-5456		4,488.00
				02 BRIGHT FARMS MATTERS	01-640-54-00-5456		1,408.00
				03 BRISTOL BAY MATTERS	90-179-00-00-0011		88.00
				04 DOWNTOWN TIF MATTERS	88-880-54-00-5462		110.00
				05 HEARTLAND MATTERS	01-640-54-00-5456		484.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002439	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	16810	03/06/22	06	KENDALLWOOD ESTATES MATTERS	90-174-00-00-0011		385.00
			07	MEETINGS	01-640-54-00-5456		1,280.00
			08	PARKS MATTERS	79-790-54-00-5466		55.00
			09	WHISPERING MEADOWS MATTERS	01-640-54-00-5456		110.00
			10	WINDMILL FARMS MATTERS	90-180-00-00-0011		110.00
						INVOICE TOTAL:	8,518.00 *
						DIRECT DEPOSIT TOTAL:	8,518.00
536287	OSWEFIRE	OSWEGO FIRE PROTECTION DIST.					
	013122-LC	03/10/22	01	NOV 2021-JAN 2022 DEVELOPMENT	95-000-24-00-2456		2,009.70
			02	FEES	** COMMENT **		
						INVOICE TOTAL:	2,009.70 *
						CHECK TOTAL:	2,009.70
536288	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	2592	03/08/22	01	ST.PATRICK'S DAY SIGNS	79-795-56-00-5606		205.00
						INVOICE TOTAL:	205.00 *
						CHECK TOTAL:	205.00
536289	R0002288	LENNAR					
	031122-RFND	03/11/22	01	REFUND OVER PAYMENT ON UB	01-000-13-00-1371		1,011.60
			02	ACCT#0102472125-00	** COMMENT **		
			03	REFUND OVER PAYMENT ON UB	01-000-13-00-1371		2,060.47
			04	ACCT#0102472105-00	** COMMENT **		
						INVOICE TOTAL:	3,072.07 *
						CHECK TOTAL:	3,072.07
536290	R0002504	KELLI HILLGOTH					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536290	R0002504	KELLI HILGOTH					
	192267	03/01/22	01	CLASS CANCELLATION REFUND	79-000-44-00-4404		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
536291	R0002505	RACHEL CRAIG					
	191851	03/04/22	01	REFUNDED DUPLICATE CHARGE	79-000-44-00-4403		135.00
						INVOICE TOTAL:	135.00 *
						CHECK TOTAL:	135.00
536292	R0002506	JEFF MAJEWSKI					
	030822-RFND	03/08/22	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		218.85
			02	BILLING FOR ACCT#0109020800-02	** COMMENT **		
						INVOICE TOTAL:	218.85 *
						CHECK TOTAL:	218.85
536293	R0002507	TIM MACK					
	030822-RFND	03/08/22	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		125.25
			02	BILLING FOR ACCT#0103100200-14	** COMMENT **		
						INVOICE TOTAL:	125.25 *
						CHECK TOTAL:	125.25
536294	REDWING	RED WING STORE - AURORA					
	20220310039400	03/10/22	01	WORK BOOTS	01-410-56-00-5600		305.99
						INVOICE TOTAL:	305.99 *
						CHECK TOTAL:	305.99

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536295	REINDERS	REINDERS, INC.					
	6005018-01	02/24/22	01	FUEL FILTER	79-790-56-00-5640		5.31
						INVOICE TOTAL:	5.31 *
						CHECK TOTAL:	5.31
536296	RUSHTRCK	RUSH TRUCK CENTER					
	3026562409	02/11/22	01	MODULE KIT	01-410-56-00-5628		560.00
						INVOICE TOTAL:	560.00 *
	3026657615	02/17/22	01	CABLE TANKS, CONNECTORS	01-410-56-00-5628		1,681.60
						INVOICE TOTAL:	1,681.60 *
	3026688707	02/22/22	01	RETURNED ITEM CREDIT	01-410-56-00-5628		-271.08
						INVOICE TOTAL:	-271.08 *
	3026702928	02/22/22	01	VALVE SAFETY, CONNECTORS,	01-410-56-00-5628		347.30
			02	CHECK VALVE, NIPPLE VALVE,	** COMMENT **		
			03	VALVE PRESS PROTECT	** COMMENT **		
						INVOICE TOTAL:	347.30 *
						CHECK TOTAL:	2,317.82
536297	SUBURLAB	SUBURBAN LABORATORIES INC.					
	185598	02/26/22	01	WATER TESTING	51-510-54-00-5429		826.00
						INVOICE TOTAL:	826.00 *
	200221	02/28/22	01	WATER TESTING	51-510-54-00-5429		1,470.15
						INVOICE TOTAL:	1,470.15 *
						CHECK TOTAL:	2,296.15
536298	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536298	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC						
	20220067	03/02/22	01	ASPHALT	23-230-56-00-5632		1,106.00	
						INVOICE TOTAL:	1,106.00 *	
					CHECK TOTAL:		1,106.00	
536299	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	101067	02/18/22	01	CHLORINE	51-510-56-00-5638		528.00	
						INVOICE TOTAL:	528.00 *	
					CHECK TOTAL:		528.00	
536300	WEX	WEX BANK						
	79112828	02/28/22	01	FEB 2022 GASOLINE	01-210-56-00-5695		6,410.84	
			02	FEB 2022 GASOLINE	01-220-56-00-5695		521.56	
						INVOICE TOTAL:	6,932.40 *	
					CHECK TOTAL:		6,932.40	
536301	WIREWIZ	WIRE WIZARD OF ILLINOIS, INC						
	357455	03/01/22	01	PLANT ALARM MONITORING-APR	52-520-54-00-5462		46.00	
			02	2022	** COMMENT **			
			03	PLANT ALARM MONITORING-MAY &	52-000-14-00-1400		92.00	
			04	JUN 2022	** COMMENT **			
						INVOICE TOTAL:	138.00 *	
					CHECK TOTAL:		138.00	
002440	YBSD	YORKVILLE BRISTOL						
	2022.002	02/11/22	01	FEB 2022 LANDFILL EXPENSE	51-510-54-00-5445		17,429.92	
						INVOICE TOTAL:	17,429.92 *	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/22/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002440	YBSD	YORKVILLE BRISTOL					
	22-FEB	03/09/22	01	FEB 2021 SANITARY FEES	95-000-24-00-2450		308,996.73
						INVOICE TOTAL:	308,996.73 *
						DIRECT DEPOSIT TOTAL:	326,426.65
536302	YORKACE	YORKVILLE ACE & RADIO SHACK					
	173484	05/27/21	01	O-RING	79-790-56-00-5640		0.79
						INVOICE TOTAL:	0.79 *
						CHECK TOTAL:	0.79
536303	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	013122-LC	03/10/22	01	NOV 2021-JAN 2022 LAND CASH	95-000-24-00-2453		1,792.68
						INVOICE TOTAL:	1,792.68 *
						CHECK TOTAL:	1,792.68
536304	YOUNGM	MARLYS J. YOUNG					
	021522	02/15/22	01	02/15/22 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
	021622	03/08/22	01	02/16/22 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	170.00

TOTAL CHECKS PAID: 286,980.41
 TOTAL DIRECT DEPOSITS PAID: 335,166.18
 TOTAL AMOUNT PAID: 622,146.59

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



UNITED CITY OF YORKVILLE PAYROLL SUMMARY March 4, 2022

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	17,369.68	-	17,369.68	1,520.00	1,313.63	20,203.31
FINANCE	11,519.60	-	11,519.60	1,038.59	871.73	13,429.92
POLICE	128,058.36	3,146.41	131,204.77	533.12	9,769.28	141,507.17
COMMUNITY DEV.	28,465.10	-	28,465.10	2,573.44	2,148.26	33,186.80
STREETS	20,690.74	6,844.72	27,535.46	2,459.65	2,039.28	32,034.39
BUILDING & GROUNDS	2,095.20		2,095.20	199.80	171.71	2,466.71
WATER	17,783.70	991.17	18,774.87	1,670.95	1,375.90	21,821.72
SEWER	9,848.59	87.46	9,936.05	884.30	726.85	11,547.20
PARKS	25,600.37	-	25,600.37	2,260.73	1,920.03	29,781.13
RECREATION	16,865.14	-	16,865.14	1,374.60	1,262.67	19,502.41
LIBRARY	17,065.76	-	17,065.76	954.62	1,264.78	19,285.16
TOTALS	\$ 295,362.24	\$ 11,069.76	\$ 306,432.00	\$ 15,469.80	\$ 22,864.12	\$ 344,765.92

TOTAL PAYROLL

\$ 344,765.92



**UNITED CITY OF YORKVILLE
BILL LIST SUMMARY**

Tuesday, March 22, 2022

ACCOUNTS PAYABLE

DATE

Clerk's Check #131193 Kendall County Recorder <i>(Page 1)</i>	03/02/2022	\$	402.00
Clerk's Check #131194 Kendall County Recorder <i>(Page 2)</i>	03/03/2022		103.00
City Check Register <i>(Pages 3 - 27)</i>	03/22/2022		622,146.59

SUB-TOTAL: \$622,651.59

PAYROLL

Bi - Weekly <i>(Page 28)</i>	03/04/2022	\$	344,765.92
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SUB-TOTAL: \$ 344,765.92

TOTAL DISBURSEMENTS: \$ 967,417.51



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

Consent Agenda #3

Tracking Number

PW 2022-19

Agenda Item Summary Memo

Title: Water Department Reports for October 2021 – February 2022

Meeting and Date: City Council – March 22, 2022

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to CC consent agenda

Item Number: PW 2022-19

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville WATER DEPARTMENT REPORT

December
2021
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	386	12,378,000
7	1527	1125	411	8,647,000
8	1384	840	552	15,587,000
9	1368	861	517	13,300,000
TOTAL PUMPED				49,912,000

CURRENT MONTH'S PUMPAGE IS 2,683,100 GALLONS **MORE THAN LAST MONTH**

462,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,610,068 GALLONS

DAILY MAXIMUM PUMPED: 2,162,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 74.11 GALLONS

WATER TREATMENT:

CHLORINE: 1304 LBS. FED CALCULATED CONCENTRATION: 3.32 MG/L
 FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
 POLYPHOSPHATE: 1190 LBS. FED CALCULATED CONCENTRATION: 1.06 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.71 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 15 (2COM) NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 2 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 34 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville WATER DEPARTMENT REPORT

January
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	12,927,000
7	1527	1125	347	8,740,000
8	1384	840	546	16,638,000
9	1368	861	512	12,627,000
TOTAL PUMPED				50,932,000

CURRENT MONTH'S PUMPAGE IS 1,019,900 GALLONS **MORE THAN LAST MONTH**

842,800 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,642,968 GALLONS

DAILY MAXIMUM PUMPED: 2,263,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 75.93 GALLONS

WATER TREATMENT:

CHLORINE: 1332 LBS. FED CALCULATED CONCENTRATION: 3.31 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.69 MG/L
POLYPHOSPHATE: 1099 LBS. FED CALCULATED CONCENTRATION: 0.96 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.69 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 20 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 36 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2022-24

Agenda Item Summary Memo

Title: Kennedy and Mill Road Intersection Improvements – Bid Award

Meeting and Date: City Council – March 22, 2022

Synopsis: Kennedy Road and Mill Road Intersection Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to CC consent agenda

Item Number: PW 2022-14

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 8, 2022
Subject: Kennedy and Mill Road Intersection Improvements

Bids were received, opened and tabulated for work to be done on the Kennedy and Mill Road Intersection Improvements at 10:30 a.m., March 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, Geneva Construction, 1350 Aurora Ave. Aurora, IL 60505, in the amount of **\$384,526.38**.

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



Memorandum

To: Public Works Committee
From: Rob Fredrickson, Finance Director
Date: March 10, 2022
Subject: Grande Reserve Roadway Improvements – Escrowed Funds

Summary

Update on funds held in escrow to be reimbursed to the City as cost are incurred related to the reconstruction of Mill Road, Mill & Kennedy Roads Intersection Improvements (a.k.a. Kennedy Road North) and Kennedy Road (Freedom Place).

Background

Currently the City has \$1,918,671 housed in an escrow account (i.e., liability account) on the balance sheet of the City-Wide Capital Fund for the purposes of financing three roadway projects within the Grande Reserve Subdivision. Funding for this account is derived from accumulated road contribution fees generated from new housing starts in the Grande Reserve subdivision, in addition to a \$2,882,765 developer contribution received in the Summer of 2021.

Of the remaining \$1.918M remaining in this account, approximately \$820,000 of these escrowed funds will be used to finance the remaining construction and engineering costs associated with the Mill Road reconstruction project, which is expected to wrap up in early FY 23. The remaining ~\$1.1M will be used to fund the outstanding project costs of the Mill & Kennedy Road intersection improvements totaling ~\$445,000 (\$66,202 for construction engineering and \$384,526 for construction). The remaining \$655,000 will be used to finance the upcoming Kennedy Road (Freedom Place) project, which is slated for construction in FY 24.

From a budgetary perspective, all of these roadway projects are fully offset by reimbursements in the City-Wide Capital Fund, as shown by line item 23-000-46-00-4612 in the FY 23 budget document. Based on current building trends, staff believes that the City will have sufficient funds (derived from continuing road contribution fees in Grande Reserve) to fully cover the cost of the upcoming Kennedy Road (Freedom Place) project. Staff will continue to monitor the funding for this project and provide periodic updates to Council on the progress.

Recommendation

Informational.

**BID SUMMARY
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:30 A.M. 03/04/22	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505	D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416	BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514
TOTAL BID	\$418,244.10	\$384,526.38	\$399,957.05	\$553,671.20
BID BOND	N/A	X	X	X
SIGNED BID	N/A	X	X	X
TOTAL BID				
BID BOND				
SIGNED BID				



Engineering Enterprises, Inc.

Outstanding Service - Every Client - Every Day

**BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	NITROGEN FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
2	PHOSPHORUS FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
3	POTASSIUM FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
4	EARTH EXCAVATION	CU YD	469	\$ 9.87	\$ 4,629.03	\$ 55.00	\$ 25,795.00	\$ 50.00	\$ 23,450.00	\$ 35.00	\$ 16,415.00
5	REM & DISP UNS MATL	CU YD	622	\$ 31.14	\$ 19,369.08	\$ 55.00	\$ 34,210.00	\$ 62.00	\$ 38,564.00	\$ 40.00	\$ 24,880.00
6	FURNISHED EXCAVATION	CU YD	15	\$ 14.29	\$ 214.35	\$ 100.00	\$ 1,500.00	\$ 37.00	\$ 555.00	\$ 60.00	\$ 900.00
7	POROUS GRAN EMBANK	CU YD	355	\$ 61.33	\$ 21,772.15	\$ 50.00	\$ 17,750.00	\$ 37.00	\$ 13,135.00	\$ 60.00	\$ 21,300.00
8	GEOTECH FAB F/GR STAB	SQ YD	871	\$ 2.11	\$ 1,837.81	\$ 2.50	\$ 2,177.50	\$ 1.40	\$ 1,219.40	\$ 2.75	\$ 2,395.25
9	TOPSOIL F & P 6	SQ YD	1,914	\$ 5.05	\$ 9,665.70	\$ 8.80	\$ 16,843.20	\$ 9.00	\$ 17,226.00	\$ 6.00	\$ 11,484.00
10	SEEDING CL 2A	ACRE	0	\$ 4,500.00	\$ 1,800.00	\$ 2,662.00	\$ 1,064.80	\$ 7,100.00	\$ 2,840.00	\$ 3,200.00	\$ 1,280.00
11	EROSION CONTR BLANKET	SQ YD	1,914	\$ 2.98	\$ 5,703.72	\$ 3.83	\$ 7,330.62	\$ 2.10	\$ 4,019.40	\$ 3.00	\$ 5,742.00
12	TEMP EROS CONTR SEEDING	POUND	40	\$ 2.00	\$ 80.00	\$ 16.50	\$ 660.00	\$ 11.00	\$ 440.00	\$ 5.00	\$ 200.00
13	TEMP DITCH CHECKS	FOOT	90	\$ 14.50	\$ 1,305.00	\$ 16.50	\$ 1,485.00	\$ 28.00	\$ 2,520.00	\$ 16.50	\$ 1,485.00
14	PERIMETER EROS BAR	FOOT	1,798	\$ 3.15	\$ 5,663.70	\$ 3.30	\$ 5,933.40	\$ 4.00	\$ 7,192.00	\$ 5.00	\$ 8,990.00
15	INLET & PIPE PROTECT	EACH	7	\$ 185.00	\$ 1,295.00	\$ 220.00	\$ 1,540.00	\$ 270.00	\$ 1,890.00	\$ 160.00	\$ 1,120.00
16	AGG SUBGRADE IMPR 12	SQ YD	871	\$ 23.07	\$ 20,093.97	\$ 25.00	\$ 21,775.00	\$ 26.00	\$ 22,646.00	\$ 22.00	\$ 19,162.00
17	SUB GRAN MAT B 6	SQ YD	95	\$ 7.59	\$ 721.05	\$ 6.00	\$ 570.00	\$ 18.00	\$ 1,710.00	\$ 10.50	\$ 997.50
18	HMA BC WID 6	SQ YD	871	\$ 38.25	\$ 33,315.75	\$ 25.00	\$ 21,775.00	\$ 47.00	\$ 40,937.00	\$ 60.00	\$ 52,260.00
19	BIT MATLS TACK CT	POUND	840	\$ 0.01	\$ 8.40	\$ 0.01	\$ 8.40	\$ 2.00	\$ 1,680.00	\$ 0.30	\$ 252.00
20	HMA SURF REM BUTT JT	SQ YD	66	\$ 34.00	\$ 2,244.00	\$ 15.00	\$ 990.00	\$ 36.00	\$ 2,376.00	\$ 15.00	\$ 990.00
21	HMA BC IL-9.5 N70	TON	330	\$ 108.00	\$ 35,640.00	\$ 86.00	\$ 28,380.00	\$ 122.00	\$ 40,260.00	\$ 85.00	\$ 28,050.00
22	HMA SC IL-9.5 D N50	TON	11	\$ 116.00	\$ 1,276.00	\$ 110.00	\$ 1,210.00	\$ 375.00	\$ 4,125.00	\$ 100.00	\$ 1,100.00



Engineering Enterprises, Inc.

Outstanding Service - Every Client - Every Day

**BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
23	P HMA SC IL-9.5 E N70	TON	330	\$ 120.00	\$ 39,600.00	\$ 110.00	\$ 36,300.00	\$ 142.00	\$ 46,860.00	\$ 115.00	\$ 37,950.00
24	PC CONC SIDEWALK 5	SQ FT	372	\$ 8.00	\$ 2,976.00	\$ 12.00	\$ 4,464.00	\$ 37.00	\$ 13,764.00	\$ 15.00	\$ 5,580.00
25	DETECTABLE WARNINGS	SQ FT	44	\$ 32.78	\$ 1,442.32	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 30.00	\$ 1,320.00
26	PAVEMENT REM	SQ YD	63	\$ 52.00	\$ 3,276.00	\$ 15.00	\$ 945.00	\$ 19.00	\$ 1,197.00	\$ 15.00	\$ 945.00
27	DRIVE PAVEMENT REM	SQ YD	139	\$ 40.00	\$ 5,560.00	\$ 15.00	\$ 2,085.00	\$ 19.00	\$ 2,641.00	\$ 15.00	\$ 2,085.00
28	COMB CURB GUTTER REM	FOOT	18	\$ 13.00	\$ 234.00	\$ 25.00	\$ 450.00	\$ 50.00	\$ 900.00	\$ 8.00	\$ 144.00
29	SIDEWALK REM	SQ FT	240	\$ 4.00	\$ 960.00	\$ 10.00	\$ 2,400.00	\$ 5.00	\$ 1,200.00	\$ 5.00	\$ 1,200.00
30	AGGREGATE SHLDS B 6	SQ YD	759	\$ 24.00	\$ 18,216.00	\$ 12.00	\$ 9,108.00	\$ 20.00	\$ 15,180.00	\$ 25.00	\$ 18,975.00
31	METAL FL END SEC 10"	EACH	2	\$ 262.97	\$ 525.94	\$ 500.00	\$ 1,000.00	\$ 570.00	\$ 1,140.00	\$ 350.00	\$ 700.00
32	CONC HDWL FOR P DRAIN	EACH	2	\$ 550.39	\$ 1,100.78	\$ 750.00	\$ 1,500.00	\$ 1,100.00	\$ 2,200.00	\$ 500.00	\$ 1,000.00
33	PIPE UNDERDRAIN 4 SP	FOOT	12	\$ 26.41	\$ 316.92	\$ 100.00	\$ 1,200.00	\$ 72.00	\$ 864.00	\$ 31.00	\$ 372.00
34	PIPE UNDERDR T 1 4	FOOT	611	\$ 24.33	\$ 14,865.63	\$ 55.00	\$ 33,605.00	\$ 62.00	\$ 37,882.00	\$ 25.00	\$ 15,275.00
35	INLETS TA T8G	EACH	1	\$ 977.57	\$ 977.57	\$ 1,750.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00
36	TMP PVT MK L4 T4 TAPE	FOOT	9,003	\$ 1.20	\$ 10,803.60	\$ 0.01	\$ 90.03	\$ 1.30	\$ 11,703.90	\$ 0.75	\$ 6,752.25
37	TMP PVT MK L6 T4 TAPE	FOOT	33	\$ 1.85	\$ 61.05	\$ 0.01	\$ 0.33	\$ 3.00	\$ 99.00	\$ 1.00	\$ 33.00
38	TMP PVT MK L24 T4 TAP	FOOT	36	\$ 12.00	\$ 432.00	\$ 0.01	\$ 0.36	\$ 15.00	\$ 540.00	\$ 5.00	\$ 180.00
39	THPL PVT MK LTR & SYM	SQ FT	78	\$ 5.00	\$ 390.00	\$ 5.50	\$ 429.00	\$ 5.50	\$ 429.00	\$ 1.00	\$ 78.00
40	THPL PVT MK LINE 4	FOOT	4,185	\$ 0.88	\$ 3,682.80	\$ 0.97	\$ 4,059.45	\$ 1.00	\$ 4,185.00	\$ 1.50	\$ 6,277.50
41	THPL PVT MK LINE 6	FOOT	432	\$ 1.25	\$ 540.00	\$ 1.38	\$ 596.16	\$ 1.50	\$ 648.00	\$ 2.00	\$ 864.00
42	THPL PVT MK LINE 12	FOOT	192	\$ 2.50	\$ 480.00	\$ 2.75	\$ 528.00	\$ 3.00	\$ 576.00	\$ 5.00	\$ 960.00
43	THPL PVT MK LINE 24	FOOT	36	\$ 5.00	\$ 180.00	\$ 5.50	\$ 198.00	\$ 6.00	\$ 216.00	\$ 8.00	\$ 288.00
44	BIKE PATH REM	SQ YD	96	\$ 13.00	\$ 1,248.00	\$ 15.00	\$ 1,440.00	\$ 20.00	\$ 1,920.00	\$ 15.00	\$ 1,440.00



**BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE**

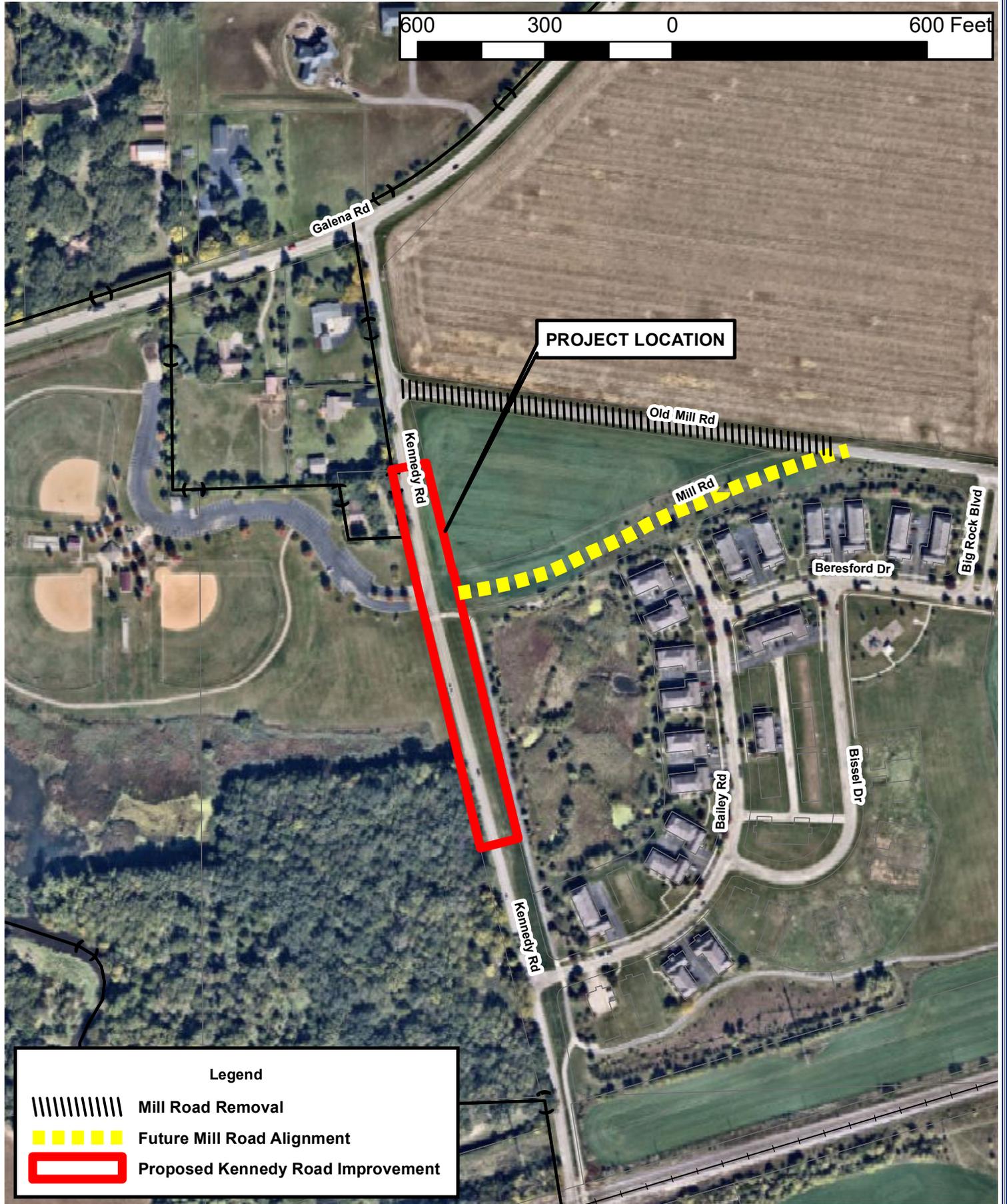
		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
45	RELOCATE EX MAILBOX	EACH	2	\$ 235.00	\$ 470.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00
46	TRI GEOGRID REINF T1	SQ YD	871	\$ 4.62	\$ 4,024.02	\$ 3.00	\$ 2,613.00	\$ 4.50	\$ 3,919.50	\$ 3.50	\$ 3,048.50
47	PART DEPTH PATCH SPL	SQ YD	150	\$ 72.15	\$ 10,822.50	\$ 45.00	\$ 6,750.00	\$ 97.00	\$ 14,550.00	\$ 85.00	\$ 12,750.00
48	EXPLOR TRENCH SPL	FOOT	100	\$ 7.65	\$ 765.00	\$ 50.00	\$ 5,000.00	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00
49	TEMP ACCESS- PRIV ENT	EACH	4	\$ 366.62	\$ 1,466.48	\$ 500.00	\$ 2,000.00	\$ 180.00	\$ 720.00	\$ 600.00	\$ 2,400.00
50	TEMP ACCESS- ROAD	EACH	1	\$ 2,628.09	\$ 2,628.09	\$ 950.00	\$ 950.00	\$ 350.00	\$ 350.00	\$ 1,200.00	\$ 1,200.00
51	HMA SURF REM VAR DP	SQ YD	2,887	\$ 4.25	\$ 12,269.75	\$ 3.40	\$ 9,815.80	\$ 12.00	\$ 34,644.00	\$ 4.50	\$ 12,991.50
52	P UNDERDRAIN 4 MOD SP	FOOT	401	\$ 24.53	\$ 9,836.53	\$ 55.00	\$ 22,055.00	\$ 64.00	\$ 25,664.00	\$ 40.00	\$ 16,040.00
53	TRAF CONT & PROT SPL	L SUM	1	\$ 10,911.26	\$ 10,911.26	\$ 5,000.00	\$ 5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 16,700.00	\$ 16,700.00
54	TEMP PAVT MKING REMOV	SQ FT	270	\$ 1.00	\$ 270.00	\$ 2.00	\$ 540.00	\$ 3.00	\$ 810.00	\$ 2.50	\$ 675.00
55	RELOC SIGN PANEL&POST	EACH	6	\$ 185.00	\$ 1,110.00	\$ 385.00	\$ 2,310.00	\$ 220.00	\$ 1,320.00	\$ 65.00	\$ 390.00
56	SS DI T1 10	FOOT	34	\$ 85.07	\$ 2,892.38	\$ 100.00	\$ 3,400.00	\$ 150.00	\$ 5,100.00	\$ 90.00	\$ 3,060.00
57	AGG DRVWAY REM & REPL	SQ YD	4	\$ 55.00	\$ 220.00	\$ 100.00	\$ 400.00	\$ 160.00	\$ 640.00	\$ 30.00	\$ 120.00
57	SS D I PIPE 4	FOOT	292	\$ 61.23	\$ 17,879.16	\$ 65.00	\$ 18,980.00	\$ 115.00	\$ 33,580.00	\$ 30.00	\$ 8,760.00
58	ALLOWANCE- ITEM ORDR BY ENG	UNIT	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
59	HMA DRIVEWAY PAVT 2	SQ YD	120	\$ 110.00	\$ 13,200.00	\$ 25.00	\$ 3,000.00	\$ 46.00	\$ 5,520.00	\$ 45.00	\$ 5,400.00
60	UNDR CONNECT TO STR	EACH	1	\$ 933.89	\$ 933.89	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 650.00	\$ 650.00
TOTAL BID (Items 1 - 60)					\$ 384,526.38		\$ 399,957.05		\$ 553,671.20		\$ 418,244.10

% BELOW/ABOVE ENGINEER'S ESTIMATE

-8.06%

-4.37%

32.38%



Legend

-  Mill Road Removal
-  Future Mill Road Alignment
-  Proposed Kennedy Road Improvement



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

DATE:	FEBRUARY 2021
PROJECT NO.:	YO2043
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2028_Attachment E.MXD

KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2022-25

Agenda Item Summary Memo

Title: Kennedy and Mill Road Intersection Improvements – Construction Engineering Agreement

Meeting and Date: City Council – March 22, 2022

Synopsis: Kennedy Road and Mill Road Intersection Improvements – Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-25

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: March 10, 2022
Subject: Kennedy and Mill Road construction engineering agreement

Summary

Approval of a construction engineering agreement with EEI for the Kennedy and Mill Road intersection.

Background

This item was last discussed in March 2021 when the City Council approved a design engineering agreement for the Kennedy and Mill Road intersection. Since then, the project has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$60,202 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the Kennedy and Mill Rd intersection.

**Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville
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 included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$60,202. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost

*Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville
Professional Services Agreement
Construction Engineering*

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2022 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

Joseph W. Cwynar, P.E.
Senior Project Manager

Kennedy Road & Mill Road Intersection Improvements – Construction Engineering United City of Yorkville

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B – Scope of Services
Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville**

The United City of Yorkville intends to widen and resurface Kennedy Road at Mill Road.

Our proposed scope of services for **Construction Engineering** will include the following:

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Driveway Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare/Verify Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Storm Sewer, Roadway Excavation and Widening
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Construction Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Monitor Adherence to Specifications
- Monitor Adherence to Construction Schedule and Make Recommendations When Appropriate.
- Monitor Traffic Control on a Regular Basis.
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Daily Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant:

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for “Kennedy Road and Mill Road Intersection Improvements” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

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

KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS - CONSTRUCTION ENGINEERING
United City of Yorkville



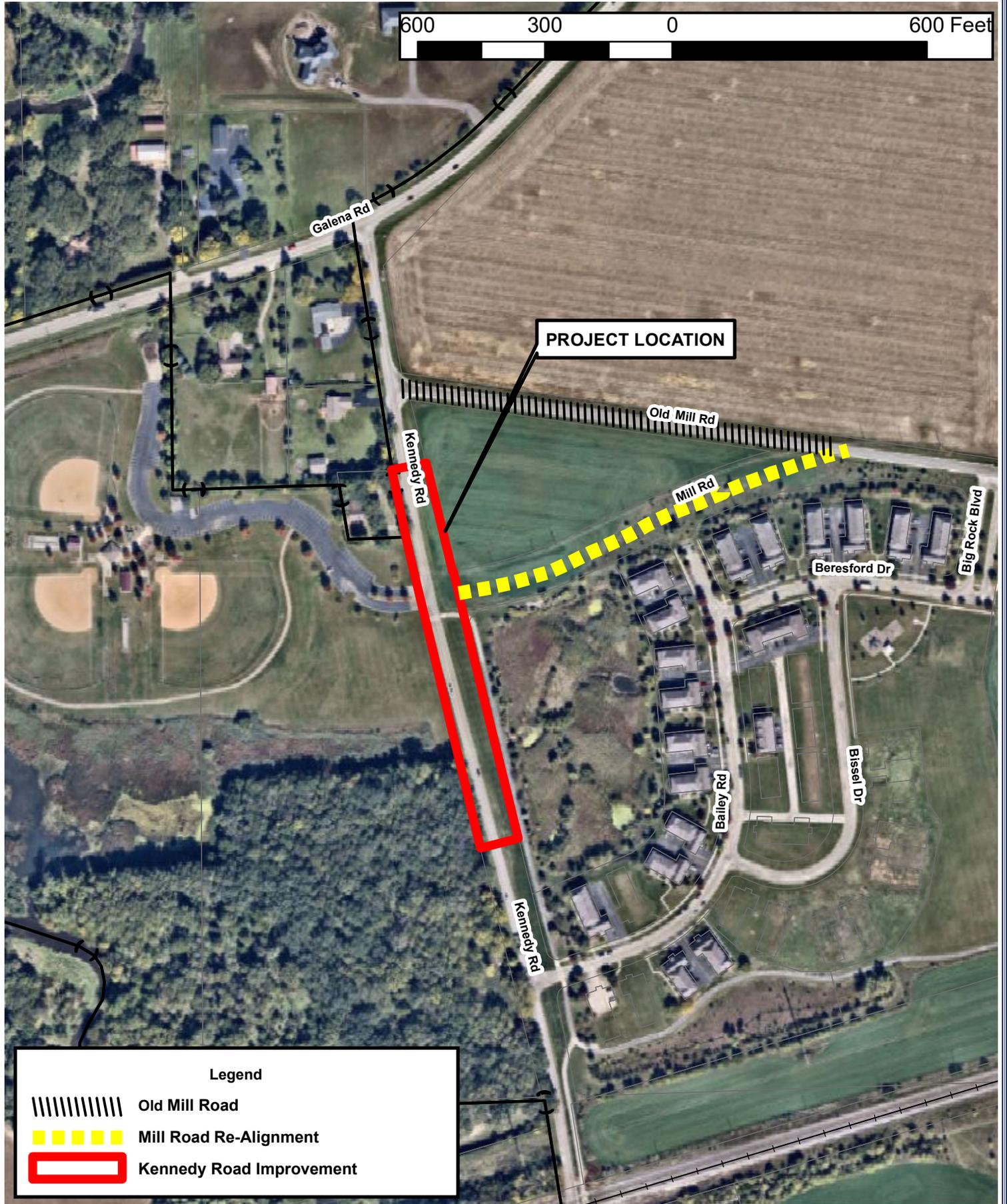
Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$228	\$216	\$183	\$154	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		2	8	8			-	-	-	-	2	20	\$ 3,788
3.2	Construction Layout and Record Drawings		-	2	6	8	2	8	36	-	-	-	62	\$ 10,470
3.3	Observation and Documentation		2	4	8	255	-	-	-	-	-	-	269	\$ 42,054
Construction Engineering Subtotal:			4	14	22	263	2	8	36	-	-	2	351	\$ 56,312
PROJECT TOTAL:			4	14	22	263	2	8	36	-	-	2	351	\$ 56,312

DIRECT EXPENSES	
Printing =	\$ -
Vehicle Charge (\$65/day) =	\$ 1,950
Material Testing (Rubino) =	\$ 1,940
DIRECT EXPENSES =	\$ 3,890

LABOR SUMMARY	
Engineering Expenses =	\$ 48,464
Surveying Expenses =	\$ 7,708
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 56,312

TOTAL EXPENSES =	\$ 60,202
-------------------------	------------------



PROJECT LOCATION

Legend

-  Old Mill Road
-  Mill Road Re-Alignment
-  Kennedy Road Improvement

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

DATE:	FEBRUARY 2021
PROJECT NO.:	YO2043
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2028_Attachment E.MXD

**KENNEDY ROAD AND MILL ROAD
 INTERSECTION IMPROVEMENTS
 ATTACHMENT E
 LOCATION MAP**





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



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

Consent Agenda #6

Tracking Number

PW 2022-27

Agenda Item Summary Memo

Title: Bucket Truck Price Increase

Meeting and Date: City Council – March 22, 2022

Synopsis: Chassis manufacturer price increase due to material cost increase and supply chain

Issues.

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-27

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 2, 2022
Subject: Chassis price increase for bucket truck

Summary

Peterbilt is increasing the price of the chassis for our bucket truck that was approved by the Mayor and City Council and ordered On July 27, 2021.

Background

This is the same issue we had previously with our dump truck that is on order. The manufacturer is raising the price of the chassis to cover their increased costs due to material shortages and supply chain issues. There is a clause in the contract that allows them to raise the price without notice, which I have attached. This is the same clause as the other truck, so this was not a surprise. Luckily, the price increase on this model was not near as much as the other unit.

The previous chassis price was \$89,536 and the new price will be \$93,839 for an increase of \$4303. This will make the new purchase price \$234,961. I have attached the email from our Altec representative showing the increase in price.

This truck was ordered in FY22 knowing that we would not take delivery until late in FY23 and has been budgeted accordingly. This would be an increase to the proposed budget that has not been approved by council at the time of this memo.

Recommendation

I recommend approving the increase in price for bucket truck from \$230,658 to \$234,961 to account for the increase in the chassis price and to amend the proposed FY23 budget to reflect the increase.

Eric Dhuse

From: John Sleezer
Sent: Tuesday, February 15, 2022 8:09 AM
To: Eric Dhuse
Subject: Fwd: Peterbilt updated chassis price

Sent from my iPhone

Begin forwarded message:

From: Mark Finch <mark.finch@altec.com>
Date: February 15, 2022 at 7:55:29 AM CST
To: John Sleezer <jsleezer@yorkville.il.us>
Cc: toni.tribby@altec.com
Subject: Peterbilt updated chassis price

John,

Good to catch up the other day. Like we talked about this is the Model Year price change for the TA55 on order currently.

This run has been affected by the PACCAR Price Increase for MY2023.
Please see notes below for New Chassis Price.

Previous Chassis Price: \$ 89,536.00
New Chassis Price: \$ 93,839.00

Increase of \$4,303.00 total

Also the truck is scheduled to be completed as of today's schedule in April 2023.

Thanks

Mark Finch
Altec, Inc.
317-313-6145 cell
mark.finch@altec.com



Total Weight

11,690

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval
Dimensional and performance data for unpublished options may vary from that displayed in CRM

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: July 12, 2021
Subject: Bucket Truck Purchase

Summary

Staff is seeking permission to purchase a new bucket truck to replace our current unit. This is an unbudgeted expense that is necessitated by the condition of our current unit and the extended length of time it will take to build the new unit.

Background

After our current budget was approved, we found out that our bucket truck may not have as much time left as we thought. Our current truck is a 2006 Ford F550 with 76,629 miles on it and 5554 hours on the engine. Although the miles are relatively low for a diesel vehicle, the hours are fairly high since we have to run the motor when we run the bucket. This, along with age has caused our motor to weaken. Nothing catastrophic at this point, but if it does go, a new motor is almost \$23,000 to purchase and have it installed. This particular motor has known issues with engine trouble and have “bulletproofing” parts you can buy to extend the life of the truck. These parts can be anywhere from \$2000-\$5000 plus the labor to install them which can be \$2000 or more. Our truck has been serviced its entire life by a professional diesel mechanic and we have followed their recommendations along the way, so no replacement parts are necessary at this time, but the mechanics are the ones that told us that we should start thinking about a new unit. Currently our truck is only worth \$8500 as a trade in on a new vehicle from our Altec dealer, so putting \$4000-\$7000 into the motor hoping that it limps it along for another few years doesn't seem like the best solution. Instead, I feel it is best to order one now and do the bare minimum that needs to be done to keep our current truck running and safe.

In addition to the engine problems, our truck no longer suits all of our needs. This truck can change all our residential streetlights, but it cannot change bulbs or work on any of the decorative streetlights on Bridge St., or at any new traffic signal lighting. These lights are much taller than normal streetlights and we can no longer reach them. We did have a local electrician that we used to change these for a reasonable price, but he has since retired and is no longer performing this work.

Finally, our current bucket truck is not a material handling truck. For us that means we cannot set our own streetlight poles with our current truck. At this time, we are using the backhoe and the sewer department crane truck to set 24'35' concrete light poles. This works but is hard on both machines and can damage the concrete poles very easily.

We reached out to our local Altec dealer to get an idea of what to expect when ordering a new unit and they shocked us when they said it could but up to 600+ days, but more than likely closer to 400 days. With this kind of lead time, we should commit to purchasing the truck now in order to take delivery of the unit next fiscal year. The dealer stated that if we committed now, we would not have to pay any money until we take delivery of the unit. The normal process is to

pay for the chassis up front and then the balance when the unit is delivered. By delaying the chassis cost until the end, it allows us to purchase the unit entirely in next fiscal year.

Recommendation

I recommend that we commit to purchase an Articulating Telescopic Aerial Device with Material Handling capabilities model TA60, mounted on a Peterbilt model 548 chassis from Altec Industries through Sourcewell Contract 02418-ALT. The total cost for this truck and equipment should not exceed \$230,658. This purchase will be committed to now, but not executed until sometime in FY 23. Since we used a Sourcewell contract and did not solicit sealed bids, this will require a super-majority vote of the city council.



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

Consent Agenda #7

Tracking Number

PW 2022-30

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

Meeting and Date: City Council – March 22, 2022

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

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-30

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: March 15, 2022
Subject: Wyland National Mayors Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy and other natural resources.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 11th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018, 2019 and 2020. Yorkville placed 5th in 2018, in 2019, Yorkville placed 13th in 2020 Yorkville placed 8th and in 2021 Yorkville placed 18th in the 5,000-29,999 population category nation-wide!

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

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

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

is no further commitment and no additional information that is needed from the residents other than those listed above.

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

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program.

Resolution No. 2022-_____

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

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

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

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

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

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

WHEREAS, from April 1- 30, 2022, the City of Yorkville wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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

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

Section 2: That the program is to be implemented from April 1- 30, 2022, through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

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

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

Mayor



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

Agenda Item Number

Consent Agenda #8

Tracking Number

ADM 2022-15

Agenda Item Summary Memo

Title: Treasurer’s Report for February 2022

Meeting and Date: City Council – March 22, 2022

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: ADM – 03/16/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-15

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ending February 28, 2022

	Cash Basis									
	Beginning Fund Balance	February Revenues	YTD Revenues	Revenue Budget	% of Budget	February Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 9,172,354	\$ 1,808,593	\$ 18,391,144	\$ 18,100,270	102%	\$ 1,334,255	\$ 13,872,043	\$ 18,100,270	77%	\$ 13,691,455
Special Revenue Funds										
15 - Motor Fuel Tax	1,243,821	64,819	938,162	1,260,019	74%	425,330	978,331	2,435,413	40%	1,203,652
79 - Parks and Recreation	73,000	173,854	1,891,956	2,643,058	72%	150,354	1,845,127	2,801,058	66%	119,829
72 - Land Cash	31,131	-	1,329	25,760	5%	-	-	5,000	0%	32,460
87 - Countryside TIF	(1,211,222)	-	250,366	260,727	96%	948	219,831	223,397	98%	(1,180,687)
88 - Downtown TIF	(1,448,929)	-	96,795	70,000	138%	5,456	280,600	291,412	96%	(1,632,734)
89 - Downtown TIF II	(47,869)	-	78,764	48,526	0%	-	37,521	30,500	123%	(6,626)
11 - Fox Hill SSA	10,231	-	16,034	19,000	84%	-	4,688	59,200	8%	21,577
12 - Sunflower SSA	(8,409)	-	20,363	21,000	97%	-	9,569	17,200	56%	2,385
Debt Service Fund										
42 - Debt Service	-	27,106	275,638	329,375	84%	-	329,375	329,375	100%	(53,738)
Capital Project Funds										
25 - Vehicle & Equipment	1,485,791	17,596	327,810	547,226	60%	5,964	454,047	1,877,998	24%	1,359,555
24 - Buildings & Grounds	-	150	9,807,035	9,584,249	102%	40,699	2,815,390	9,584,249	29%	6,991,646
23 - City-Wide Capital	119,569	278,125	4,506,569	5,808,072	78%	232,861	2,435,088	5,545,285	44%	2,191,049
Enterprise Funds										
* 51 - Water	3,901,358	787,682	4,548,474	5,061,271	90%	242,269	4,412,740	6,081,733	73%	4,037,091
* 52 - Sewer	864,688	302,381	6,029,340	2,275,602	265%	55,715	6,072,671	2,428,579	250%	821,357
Library Funds										
82 - Library Operations	638,033	11,657	1,692,806	1,692,702	100%	64,330	1,462,231	1,709,443	86%	868,609
84 - Library Capital	169,188	2,164	92,540	50,200	184%	6,673	74,599	95,500	78%	187,129
Total Funds	\$ 14,992,735	\$ 3,474,128	\$ 48,965,125	\$ 47,797,057	102%	\$ 2,564,856	\$ 35,303,850	\$ 51,615,612	68%	\$ 28,654,010

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Consent Agenda #9

Tracking Number

ADM 2022-17

Agenda Item Summary Memo

Title: Fiscal Year 2023 Insurance Renewals

Meeting and Date: City Council – March 22, 2022

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: ADM – 03/16/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-17

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: March 10, 2022
Subject: Fiscal Year 2023 Insurance Renewals

Summary

Review of options related to Fiscal Year 2023 health, dental, vision and life insurance renewals.

Background

After three successive fiscal years of reductions (-0.09% in FY 20; -6.28% in FY 21; and -4.66% in FY 22), Blue Cross Blue Shield (BCBS) health insurance premiums will be increasing in FY 23, as a result of systemic marketplace issues and employee claim history specific to Yorkville. According to the City's broker, Alliant Insurance Services, BCBS has suffered losses in the City's particular market segment (51-150 employees) over the last year stemming from the ongoing effects of COVID-19, which have led to increased hospitalization and testing costs, in addition to an influx of recently diagnosed diseases – since many people put off going to the doctor over the last two years during the pandemic. As shown on page 3 of Alliant's Benefits Renewal Analysis (Exhibit A), initial quotes from BCBS came in at a 13.51% (+\$189,251) increase. After further discussions with BCBS, Alliant was able to negotiate that down by \$99,301 to a 6.42% (+\$89,949) increase, without any changes to benefits. However, please note that the renewal rate of 6.42% does assume that the City will also retain BCBS as its dental, vision and life insurance carrier.

Alliant also received a competitive quote from United Health Care (UHC), which is shown on page 4 of the Renewal Analysis exhibit. UHC initially offered a "teaser" rate, which showed premiums declining by \$400,139 (-28.56%); however, these savings were reduced by almost two thirds once UHC put the City's census data through the underwriting process. The revised and final UHC quote shows premiums declining by 9.86% (-\$138,206). Employee contributions, for both union and non-union employees, are shown on Exhibit B at the current contribution rates of 10.5% and 12.5%, respectively, depending on coverage.

On the dental side, quotes from BCBS (current provider), Delta Dental, UHC and Standard are presented on page 5 (Hartford and Cigna declined to quote). BCBS is the low-cost provider for dental insurance, quoting a total premium cost of \$128,215 for FY 23, which is a 5% (+\$6,102) increase over the current year.

Rates for the City's current vision insurance provider, Dearborn National (BCBS), remain unchanged from FY 22. In addition, Dearborn is willing to hold rates steady for the next three fiscal years (i.e., thru FYE 2025 – April 30, 2025). Standard Insurance offered a competitive quote, which would yield nominal savings with reduced benefits.

Similar to their vision insurance quote, BCBS (current provider) has frozen their current rates through FYE 2025. Once again, Standard offered a competitive quote, which would yield nominal savings of \$1,554.

Recommendation

Staff recommends retaining BCBS as the City health insurance carrier, as past industry practice makes it likely that the savings proposed by UHC in the initial year would be erased in the second year of the plan. Additionally, switching carriers would also result in provider networks changing as well, which could cause medical service disruptions for employees. Moreover, staff recommends non-union employee contributions remain at 10.5% (HMO) and 12.5% (PPO), respectively, for the upcoming fiscal year (union employee contribution rates are set by contract).

For dental insurance, staff recommends staying with BCBS, as they are the low-cost provider and offer a 1% reduction in health insurance premiums (already included in the 6.42% health insurance renewal rates).

Regarding the City's vision and life plans, staff proposes to remain with Dearborn National (BCBS), in order to take advantage of the 1% reduction in health insurance premiums (as noted above), and to avoid any network disruptions for employees.

United City of Yorkville

Summary of Current Coverages

May 1, 2022 Renewal Date

Coverage	Carrier	Policy Number	Renewal Date
Medical	BCBSIL	210681	5/1/2022
Dental	BCBSIL	092465	5/1/2022
Vision	BCBSIL/Dearborn	F015083	5/1/2022
Basic Life/AD&D	BCBSIL/Dearborn	092465	5/1/2022
Vol Life/AD&D	BCBSIL/Dearborn	092465	5/1/2022

United City of Yorkville Markets Approached May 1, 2022 Renewal Date

Medical

Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Increase: *6.42%
Alternate Carriers		
Aetna	Declined to Quote	Not Competitive
United HealthCare	Quote Received	Presented
Cigna	Declined to Quote	Not Competitive

Dental

Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Increase: 5.00%
Alternate Carriers		
Hartford	Declined to Quote	Not Competitive
UnitedHealthCare	Quote Received	Presented
Cigna	Declined to Quote	Not Competitive
Standard	Quote Received	Presented
Delta Dental	Quote Received	Presented

Vision

Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Hartford	Declined to Quote	Not Competitive
UnitedHealthCare	Quote Received	Presented
Cigna	Declined to Quote	Not Competitive
Standard	Quote Received	Presented
Delta Dental	Quote Received	Presented

Basic Life and AD&D

Current Carrier	Status	Disposition
Dearborn	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Hartford	Declined to Quote	Not Competitive
UnitedHealthCare	Quote Received	Presented
Cigna	Declined to Quote	Not Competitive
Standard	Quote Received	Presented

Voluntary Life and AD&D

Current Carrier	Status	Disposition
Dearborn	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Hartford	Declined to Quote	Not Competitive
UnitedHealthCare	Quote Received	Presented
Cigna	Declined to Quote	Not Competitive
Standard	Quote Received	Presented

United City of Yorkville Renewal Medical Financial Analysis May 1, 2022 Renewal Date

Benefits		BCBSIL	BCBSIL	BCBSIL		
		Current and Renewal	Alternate	Alternate		
HMO Plan		MHHB106 Blue Advantage HMO	MIBAH2020 Blue Advantage HMO	MIBAV2130 BA HMO Value Choice		
Network		<i>Blue Advantage Network</i>	<i>Blue Advantage Network</i>	<i>Blue Advantage Network</i>		
Coinsurance Percentage		100%	100%	100%		
Employee Deductible		\$0	\$0	\$1,000		
Family Deductible		\$0	\$0	\$3,000		
Total Employee Maximum Out of Pocket (Includes Deductible)		\$1,500	\$1,500	\$3,000		
Total Family Maximum Out of Pocket (Includes Deductible)		\$3,000	\$3,000	\$9,000		
Network Office Visit (PCP/Specialist)		\$20/\$40 Copay	\$20/\$40	\$50/\$70		
Emergency Room		\$150 ER Copay	\$250 ER Copay	\$250 ER Copay		
Urgent Care		No Charge	\$20/\$40/Visit	\$75 Copay		
Outpatient Surgery (Physician Office/Hospital)		No Charge	No Charge	\$150/Visit plus 20% Coinsurance		
Inpatient Hospital		No Charge	No Charge	\$200/Visit plus 20% Coinsurance		
Rx Out of Pocket Maximum		Individual: \$1,000 Family: \$3,000	Included in Out of Pocket Maximum Above	Included in Out of Pocket Maximum Above		
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		\$10/\$40/\$60	\$0/\$10/\$50/\$100/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250		
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		2x Retail	2x Retail	2x Retail		
PPO Plan		MPSE3X05 Blue Edge HSA (PPO)	MIEEE1051 Blue Edge HSA (PPO)	MIEEE1071 Blue Edge HSA (PPO)		
Network		<i>PPO Network</i>	<i>PPO Network</i>	<i>PPO Network</i>		
Coinsurance Percentage		80%	80%	80%		
Employee Deductible		\$3,500	\$3,500	\$5,000		
Family Deductible (Non-Embedded)		\$6,850	\$7,000	\$10,000		
Total Employee Maximum Out of Pocket (Includes Deductible)		\$5,800	\$7,000	\$7,000		
Total Family Maximum Out of Pocket (Includes Deductible)		\$6,850	\$14,000	\$14,000		
Network Office Visit (PCP/Specialist)		80% after Deductible	80% after Deductible	80% after Deductible		
Emergency Room		90% after Deductible	80% after Deductible	80% after Deductible		
Urgent Care		80% after Deductible	80% after Deductible	80% after Deductible		
Outpatient Surgery (Physician Office/Hospital)		80% after Deductible	80% after Deductible	80% after Deductible		
Inpatient Hospital		80% after Deductible	80% after Deductible	80% after Deductible		
Rx Out of Pocket Maximum		Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above		
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		80% after Deductible	10%/10%/20%/30%/40%/50%	10%/10%/20%/30%/40%/50%		
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		80% after Deductible	2x Retail	2x Retail		
Out-of-Network Benefits (Providers may Balance Bill)						
Coinsurance Percentage		60%	60%	60%		
Deductible (Individual/Family)		\$7,000/\$14,000	\$7,000/\$14,000 - \$300 Inpatient Deductible	\$10,000/\$20,000 - \$300 Inpatient Deductible		
Out-of-Pocket Maximum (Individual/Family)		\$11,600/\$23,200	\$21,000/\$42,000	\$21,000/\$42,000		
Rates	Count*	Current	Renewal	Revised Renewal	Alternate	Alternate
HMO Monthly Rates, Active Employees		MHHB106 Blue Advantage HMO			MIBAH2020 Blue Advantage HMO	
Employee	8	\$578.50	\$641.75	\$601.68	\$589.21	\$536.28
Employee & Spouse	6	\$1,263.34	\$1,413.35	\$1,325.09	\$1,297.64	\$1,181.06
Employee & Child(ren)	1	\$1,298.08	\$1,438.18	\$1,348.37	\$1,320.41	\$1,201.78
Family	9	\$1,982.94	\$2,209.76	\$2,071.78	\$2,028.85	\$1,846.57
Est. Monthly HMO Medical Premium		\$31,352.58	\$34,940.15	\$32,758.35	\$32,079.49	\$29,197.50
Est. Annual HMO Medical Premium	24	\$376,230.96	\$419,281.75	\$393,100.23	\$384,953.84	\$350,370.03
PPO Monthly Rates, Active Employees		MPSE3X05 Blue Edge HSA (PPO)			MIEEE1051 Blue Edge HSA (PPO)	
Employee	13	\$552.29	\$628.17	\$588.95	\$564.42	\$534.79
Employee & Spouse	11	\$1,206.08	\$1,383.45	\$1,297.06	\$1,243.05	\$1,177.77
Employee & Child(ren)	2	\$1,239.25	\$1,407.73	\$1,319.83	\$1,264.87	\$1,198.46
Family	33	\$1,893.05	\$2,163.02	\$2,027.94	\$1,943.50	\$1,841.46
Est. Monthly PPO Medical Premium		\$85,395.80	\$97,579.14	\$91,485.81	\$87,676.17	\$83,072.81
Est. Annual PPO Medical Premium	59	\$1,024,749.60	\$1,170,949.67	\$1,097,829.75	\$1,052,114.04	\$996,873.68
Est. Combined Monthly Medical Premium		\$116,748.38	\$132,519.28	\$124,244.16	\$119,755.66	\$112,270.31
Est. Combined Annual Medical Premium	83	\$1,400,980.56	\$1,590,231.42	\$1,490,929.98	\$1,437,067.88	\$1,347,243.71
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)			\$189,250.86	\$89,949.42	\$36,087.32	-\$53,736.85
Est. Annual Gross Premium Increase Over the Current Policy Year (%)			13.51%	6.42%	2.58%	-3.84%
Alliant Negotiated Savings				\$99,301.44		

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

*BCBSIL Rates shown are estimated and include 2% discount for Medical-Dental-Life Bundle. Final rates will provided upon renewal with BCBSIL.

*Enrollment based on 2022 City of Yorkville Census

Board members working less than 30 hours a week are not eligible.

United City of Yorkville Renewal Medical Financial Analysis May 1, 2022 Renewal Date

Benefits		BCBSIL				UHC
		Current and Renewal				Alternate
HMO Plan		MHHB106 Blue Advantage HMO				BFC4 - 2VX
Network		<i>Blue Advantage Network</i>				<i>Navigate HMO Network</i>
Coinsurance Percentage		100%				100%
Employee Deductible		\$0				\$0
Family Deductible		\$0				\$0
Total Employee Maximum Out of Pocket (Includes Deductible)		\$1,500				\$1,500
Total Family Maximum Out of Pocket (Includes Deductible)		\$3,000				\$3,000
Network Office Visit (PCP/Specialist)		\$20/\$40 Copay				\$20/\$40 Copay
Emergency Room		\$150 ER Copay				\$300 ER Copay
Urgent Care		No Charge				\$75 Copay
Outpatient Surgery (Physician Office/Hospital)		No Charge				No Charge
Inpatient Hospital		No Charge				No Charge
Rx Out of Pocket Maximum		Individual: \$1,000 Family: \$3,000				Included in Out of Pocket Maximum Above
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		\$10/\$40/\$60				\$10/\$35/\$60
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		2x Retail				2.5x Retail
PPO Plan		MPSE3X05 Blue Edge HSA (PPO)				BDDA - 751X
Network		<i>PPO Network</i>				<i>Core Primary Adv HSA</i>
Coinsurance Percentage		80%				80%
Employee Deductible		\$3,500				\$2,000
Family Deductible (Non-Embedded)		\$6,850				\$4,000
Total Employee Maximum Out of Pocket (Includes Deductible)		\$5,800				\$6,500
Total Family Maximum Out of Pocket (Includes Deductible)		\$6,850				\$7,150
Network Office Visit (PCP/Specialist)		80% after Deductible				100% after deductible/ \$100 Copay
Emergency Room		90% after Deductible				\$250 ER Copay
Urgent Care		80% after Deductible				\$50 Copay
Outpatient Surgery (Physician Office/Hospital)		80% after Deductible				80% after Deductible
Inpatient Hospital		80% after Deductible				80% after Deductible
Rx Out of Pocket Maximum		Included in overall Out of Pocket Maximum Above				Included in overall Out of Pocket Maximum Above
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		80% after Deductible				\$0/\$50/\$100/\$250
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		80% after Deductible				2.5x Retail
Out-of-Network Benefits (Providers may Balance Bill)						
Coinsurance Percentage		60%				50%
Deductible (Individual/Family)		\$7,000/\$14,000				\$5,000/\$10,000
Out-of-Pocket Maximum (Individual/Family)		\$11,600/\$23,200				\$10,000/\$20,000
Rates	Count*	Current	Renewal	Revised Renewal	Alternate	
HMO Monthly Rates, Active Employees		MHHB106 Blue Advantage HMO			BFC4 - 2VX	
Employee	8	\$578.50	\$641.75	\$601.68	\$677.22	
Employee & Spouse	6	\$1,263.34	\$1,413.35	\$1,325.09	\$1,422.16	
Employee & Child(ren)	1	\$1,298.08	\$1,438.18	\$1,348.37	\$1,164.82	
Family	9	\$1,982.94	\$2,209.76	\$2,071.78	\$2,045.20	
Est. Monthly HMO Medical Premium		\$31,352.58	\$34,940.15	\$32,758.35	\$33,522.34	
Est. Annual HMO Medical Premium	24	\$376,230.96	\$419,281.75	\$393,100.23	\$402,268.08	
PPO Monthly Rates, Active Employees		MPSE3X05 Blue Edge HSA (PPO)			BDDA - 751X	
Employee	13	\$552.29	\$628.17	\$588.95	\$515.15	
Employee & Spouse	11	\$1,206.08	\$1,383.45	\$1,297.06	\$1,081.82	
Employee & Child(ren)	2	\$1,239.25	\$1,407.73	\$1,319.83	\$886.06	
Family	33	\$1,893.05	\$2,163.02	\$2,027.94	\$1,555.75	
Est. Monthly PPO Medical Premium		\$85,395.80	\$97,579.14	\$91,485.81	\$71,708.84	
Est. Annual PPO Medical Premium	59	\$1,024,749.60	\$1,170,949.67	\$1,097,829.75	\$860,506.08	
Est. Combined Monthly Medical Premium		\$116,748.38	\$132,519.28	\$124,244.16	\$105,231.18	
Est. Combined Annual Medical Premium	83	\$1,400,980.56	\$1,590,231.42	\$1,490,929.98	\$1,262,774.16	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)			\$189,250.86	\$89,949.42	-\$138,206.40	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)			13.51%	6.42%	-9.86%	
Alliant Negotiated Savings				\$99,301.44		

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

*BCBSIL Rates shown are estimated and include 2% discount for Medical-Dental-Life Bundle. Final rates will be provided upon renewal with BCBSIL.

*Enrollment based on 2022 City of Yorkville Census

Board members working less than 30 hours a week are not eligible.

*UHC rates are underwritten rates, pending final member census.

United City of Yorkville Dental Benefit Analysis May 1, 2022 Renewal Date

Benefits		BCBSIL		Delta Dental		UHC		Standard	
		Current and Renewal		Alternate		Alternate		Alternate	
Network		Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Deductible (single / family)		\$25/\$75		\$25/\$75		\$25/\$75		\$25/\$75	
Calendar Year Maximum per Individual		\$3,000		\$2,500		\$3,000		\$3,000	
Orthodontia Lifetime Maximum		\$2,000		\$2,000		\$2,000		\$2,000	
Usual and Customary		90th Percentile		MPA		90th Percentile		90th Percentile	
Preventive Care		<i>Deductible waived</i>							
Oral Exams		100%	100%	100%	100%	100%	100%	100%	100%
Prophylaxis		100%	100%	100%	100%	100%	100%	100%	100%
Fluoride Treatment		100%	100%	100%	100%	100%	100%	100%	100%
Sealants		100%	100%	100%	100%	100%	100%	100%	100%
Space Maintainers		100%	100%	100%	100%	100%	100%	100%	100%
X-Rays		100%	100%	100%	100%	100%	100%	100%	100%
Basic Services									
Oral Surgery		80%	80%	80%	80%	80%	80%	80%	80%
Anesthesia		80%	80%	80%	80%	80%	80%	80%	80%
Amalgams / Composite Fillings		80%	80%	80%	80%	80%	80%	80%	80%
Periodontics Non-surgical		80%	80%	80%	80%	80%	80%	80%	80%
Periodontics (Surgical)		80%	80%	80%	80%	80%	80%	80%	80%
Endodontics		80%	80%	80%	80%	80%	80%	80%	80%
Major Services									
Crowns		50%	50%	50%	50%	50%	50%	50%	50%
Bridges		50%	50%	50%	50%	50%	50%	50%	50%
Dentures		50%	50%	50%	50%	50%	50%	50%	50%
Inlays/Onlays		50%	50%	50%	50%	50%	50%	50%	50%
Implants		50%	50%	50%	50%	N/A	N/A	50%	50%
Orthodontia		50%	50%	50%	50%	50%	50%	50%	50%
Adult Ortho Covered		Yes	Yes	Yes*	Yes	Yes*	Yes	Yes*	Yes
Monthly Rates									
Employee	22	\$37.02	\$38.78	\$38.05		\$45.75		\$48.25	
Employee & Spouse	28	\$74.04	\$77.56	\$78.37		\$85.51		\$96.51	
Employee & Child(ren)	3	\$86.73	\$91.22	\$108.89		\$106.84		\$113.05	
Family	52	\$135.16	\$142.04	\$149.59		\$158.14		\$176.18	
Total Monthly Premium		\$10,176	\$10,685	\$11,137		\$11,945		\$13,264	
Total Annual Premium	105	\$122,112.84	\$128,214.96	\$133,641.72		\$143,334.96		\$159,171.48	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)			\$6,102	\$11,529		\$21,222		\$37,059	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)			5.00%	9.44%		17.38%		30.35%	
Rate Guarantee		1 Year		1 Year		1 Year		2 Years	

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*Enrollment based on 2022 City of Yorkville Census

*Adults and Dependents under age 19

United City of Yorkville Vision Benefit Analysis May 1, 2022 Renewal Date

Benefits		Dearborn National/BCBSIL		Standard		UHC		Delta Dental	
		Current and Renewal		Alternate		Alternate		Alternate	
Network		Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Vision Exam		\$10 Copay	\$30 Allowance	\$10 Copay	Up to \$35	\$10 Copay	\$35 Allowance	\$10 Copay	\$35 Allowance
Contact Lens Fit & Follow Up		\$0 Copay, Covered in Full	\$40 Allowance	Up to \$55	N/A	Up to \$40 for fit	N/A	Up to \$40 for fit; Two follow up visit 10% off retail price	N/A
Materials		\$10 Copay	N/A	\$10 Copay	N/A	\$25 Copay	N/A	\$25 Copay	N/A
Eyeglass Lenses		<i>(After Copay)</i>		<i>(After Copay)</i>		<i>(After Copay)</i>		<i>(After Copay)</i>	
Single Vision		Covered in Full	\$25 Allowance	Covered in Full	Up to \$25	Covered in Full	Up to \$40	Covered in Full	\$25 Allowance
Bifocal		Covered in Full	\$40 Allowance	Covered in Full	Up to \$40	Covered in Full	Up to \$60	Covered in Full	\$40 Allowance
Trifocal		Covered in Full	\$55 Allowance	Covered in Full	Up to \$55	Covered in Full	Up to \$80	Covered in Full	\$55 Allowance
Lenticular		Covered in Full	\$55 Allowance	20% discount	N/A	N/A	N/A	N/A	N/A
Eyeglass Lens Options									
UV Treatment		\$15 Copay	N/A	\$15	N/A	\$15	N/A	\$15	N/A
Tint (Solid and Gradient)		\$15 Copay	N/A	N/A	N/A	\$15	N/A	\$15	N/A
Standard Plastic Scratch Coating		Covered in Full	\$5 Allowance	\$15	N/A	\$15	N/A	\$15	N/A
Standard Polycarbonate		\$40 Copay	N/A	\$40 Copay	N/A	\$40 Copay	N/A	\$40 Copay	N/A
Standard Anti-Reflective Coating		\$45 Copay	N/A	\$45 Copay	N/A	\$45 Copay	N/A	\$45 Copay	N/A
Photochromic - Non-Glass		\$75 Copay	N/A	N/a	N/A	\$75 Copay	N/A	\$75 Copay	N/A
Frames									
Standard		\$0 Copay, \$130 Allowance	\$65 Allowance	\$130 Allowance, 20% discount on remaining balance	Up to \$65	\$130 Allowance, 30% off balance over allowance	\$75 Allowance	\$150 Allowance, 20% off balance over allowance	\$75 Allowance
Contact Lenses									
Necessary		Covered in Full after Copay	\$210 Allowance	Up to \$130, 15% discount on remaining balance	Up to \$104	\$0 Copay, Covered in Full	\$210 Allowance	\$0 Copay, Covered in Full	\$200 Allowance
Elective		\$0 Copay, \$130 Allowance	\$104 Allowance	Covered in Full	Up to \$200	\$0 Copay, \$125 Allowance, 15% off balance over \$150	\$100 Allowance	\$0 Copay, \$150 Allowance, 15% off balance over \$150	\$120 Allowance
Laser Discount Savings		15% off retail or 5% off promotional rates		15% off retail or 5% off promotional rates		15% off retail or 5% off promotional rates		15% off retail or 5% off promotional rates	
Maximums									
Exams		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Lenses / Contact Lenses		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Frames		Once Every 24 Months		Once Every 24 Months		Once Every 24 Months		Once Every 24 Months	
Monthly Rates									
Employee	23	\$6.68	\$6.68	\$6.25		\$7.44		\$7.44	
Employee & Spouse	14	\$12.69	\$12.69	\$11.88		\$14.12		\$14.52	
Employee & Child(ren)	4	\$13.37	\$13.37	\$12.51		\$16.57		\$16.25	
Family	49	\$19.65	\$19.65	\$18.39		\$23.31		\$23.47	
Total Monthly Premium		\$1,348	\$1,348	\$1,261		\$1,577		\$1,589	
Total Annual Premium		\$16,171.56	\$16,171.56	\$15,134.64		\$18,927.24		\$19,073.16	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)				-\$1,037		\$2,756		\$2,902	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)				-6.41%		17.04%		17.94%	
Rate Guarantee:		Until May 1, 2025		2 Years		2 Years		1 Year	

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

Enrollment based on 2022 City of Yorkville Census
Board members working less than 30 hours a week are not eligible with BCBSIL, UHC

United City of Yorkville Basic Life/AD&D Benefit Analysis May 1, 2022 Effective Date

Benefits	BCBSIL	Standard	UHC
	Current & Renewal	Alternate	Alternate
Employee Coverage			
Life Benefit Amount	\$50,000	\$50,000	\$50,000
AD&D Benefit Amount	\$50,000	\$50,000	\$50,000
Guarantee Issue	\$50,000	\$50,000	\$50,000
Accelerated Benefit	Included	Included	Included
Premium Waiver	Included	Included	Included
Portability	Not Included	Not Included	Not Included
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70
Spouse Coverage			
Life/AD&D Benefit Amount	\$10,000	\$10,000	
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	
Child Life Coverage	Birth -14 Days: \$0;14 Days to age 26 \$2,500	Birth-age 26: \$2,500	
Premium			
Employee	BCBSIL	Standard	UHC
Total Volume Life	\$4,465,000	\$4,465,000	\$4,465,000
Life Rate per \$1,000 of benefit	\$0.124	\$0.095	\$0.180
AD&D Rate per \$1,000 of benefit	\$0.025	\$0.025	\$0.020
Spouse & Child(ren)			
Number enrolled	86	86	86
Life and AD&D Rate per family	\$1.43	\$1.43	
Monthly Premium	\$788.27	\$658.78	\$893.00
Estimated Annual Premium	\$9,459.18	\$7,905.36	\$10,716.00
Rate Guarantee	Until May 1, 2025	3 Years	2 Years

Est. Annual Gross Premium Increase Over the Current Policy Year (\$)

-\$1,554

\$1,257

Est. Annual Gross Premium Increase Over the Current Policy Year (%)

-16.43%

13.29%

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

Volume based on 2022 City of Yorkville Census

Board members working less than 30 hours a week are not eligible.

United City of Yorkville Voluntary Life Financial Analysis May 1, 2022 Effective Date

Benefits	BCBSIL	UHC	Standard
	Current & Renewal	Alternative	Alternative
Employee Coverage			
Benefit Amount	\$10,000 Increments to a maximum of \$500,000	\$10,000 Increments to a maximum of \$300,000	\$1 Increments to a maximum of \$500,000
Maximum Benefit	limited to 5 x Annual Salary	limited to 5 x Annual Salary	limited to 5 x Annual Salary
Guarantee Issue	\$100,000	\$80,000	\$100,000
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70
Portability	Included	Included	Included
Spouse Coverage			
Benefit Amount	\$5,000 Increments to a maximum of \$100,000	\$10,000 or \$20,000	\$5,000 Increments to a maximum of \$100,000
Maximum Benefit	limited to 50% of employee amount	limited to 50% of employee amount	limited to 50% of employee amount
Guarantee Issue	\$25,000	\$20,000	\$10,000
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70
Child Coverage			
Benefit Amount	14 Days to 6 Months: \$250; 6 Months to age 26: increments of \$500, minimum of \$5,000 and maximum of \$10,000	\$5,000 or \$10,000	\$5,000 or \$10,000
Guarantee Issue	\$10,000	Full Benefit	Full Benefit
Monthly Premium	Current	UHC	Standard
Employee and Spouse Cost/\$1,000			
Age			
<24	\$0.108	\$0.070	\$0.108
25-29	\$0.108	\$0.080	\$0.108
30-34	\$0.108	\$0.090	\$0.108
35-39	\$0.192	\$0.120	\$0.192
40-44	\$0.288	\$0.180	\$0.288
45-49	\$0.480	\$0.270	\$0.480
50-54	\$0.768	\$0.440	\$0.768
55-59	\$1.248	\$0.680	\$1.248
60-64	\$2.052	\$0.940	\$2.052
65-69	\$2.964	\$1.510	\$2.964
70-74	\$5.172	\$2.540	\$5.172
75+	\$5.172	\$7.510	\$5.172
AD&D Cost/\$1,000	Employee & Spouse: \$0.04	Employee, Spouse & Child: \$0.02	Employee & Spouse: \$0.04
Dependent Child Rate per \$5,000 of Benefit	\$0.805	\$0.500	\$4.225
Dependent Child Rate per \$10,000 of Benefit	\$1.61	\$1.00	\$8.45
Rate Guarantee	Until May 1, 2025	2 Years	3 Years

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

FY 2022 (Current Fiscal Year Rates)

HMO	<u>HMO Employee Only</u>	<u>HMO Employee + Spouse</u>	<u>HMO Employee + Children</u>	<u>HMO Family</u>
Gross Cost to City, Monthly, Per Employee	\$ 578.50	\$ 1,263.34	\$ 1,298.08	\$ 1,982.94
<u>Employee Contribution, Monthly, Per Employee</u>				
Non-Union Employee	10.5% \$ 60.74	10.5% \$ 132.65	10.5% \$ 136.30	10.5% \$ 208.21
PW Union Employee	10.5% \$ 60.74	10.5% \$ 132.65	10.5% \$ 136.30	10.5% \$ 208.21
PD Sergeant Union Employee	10.5% \$ 60.74	10.5% \$ 132.65	10.5% \$ 136.30	10.5% \$ 208.21
PD Officer Union Employee	10.5% \$ 60.74	10.5% \$ 132.65	10.5% \$ 136.30	10.5% \$ 208.21

PPO	<u>PPO Employee Only</u>	<u>PPO Employee + Spouse</u>	<u>PPO Employee + Children</u>	<u>PPO Family</u>
Monthly Premium	\$ 552.29	\$ 1,206.08	\$ 1,239.25	\$ 1,893.05
Monthly HRA cost	\$ 433.33	\$ 479.17	\$ 479.17	\$ 479.17
Gross Cost to City, Monthly, Per Employee	\$ 985.62	\$ 1,685.25	\$ 1,718.42	\$ 2,372.22
<u>Employee Contribution, Monthly, Per Employee</u>				
Non-Union Employee	12.5% \$ 123.20	12.5% \$ 210.66	12.5% \$ 214.80	12.5% \$ 296.53
PW Union Employee	12.5% \$ 123.20	12.5% \$ 210.66	12.5% \$ 214.80	12.5% \$ 296.53
PD Sergeant Union Employee	12.5% \$ 123.20	12.5% \$ 210.66	12.5% \$ 214.80	12.5% \$ 296.53
PD Officer Union Employee	12.5% \$ 123.20	12.5% \$ 210.66	12.5% \$ 214.80	12.5% \$ 296.53

FY 2023 (Upcoming Fiscal Year Renewal Rates - includes 2% Reduction for BCBS Dental & Life)

HMO	<u>HMO Employee Only</u>	<u>HMO Employee + Spouse</u>	<u>HMO Employee + Children</u>	<u>HMO Family</u>
Gross Cost to City, Monthly, Per Employee	\$ 601.68	\$ 1,325.09	\$ 1,348.37	\$ 2,071.78
<u>Employee Contribution, Monthly, Per Employee</u>				
Non-Union Employee	10.5% \$ 63.18	10.5% \$ 139.13	10.5% \$ 141.58	10.5% \$ 217.54
PW Union Employee	10.5% \$ 63.18	10.5% \$ 139.13	10.5% \$ 141.58	10.5% \$ 217.54
PD Sergeant Union Employee	10.5% \$ 63.18	10.5% \$ 139.13	10.5% \$ 141.58	10.5% \$ 217.54
PD Officer Union Employee	10.5% \$ 63.18	10.5% \$ 139.13	10.5% \$ 141.58	10.5% \$ 217.54

PPO	<u>PPO Employee Only</u>	<u>PPO Employee + Spouse</u>	<u>PPO Employee + Children</u>	<u>PPO Family</u>
Monthly Premium	\$ 588.95	\$ 1,297.06	\$ 1,319.83	\$ 2,027.94
Monthly HRA cost	\$ 433.33	\$ 479.17	\$ 479.17	\$ 479.17
Gross Cost to City, Monthly, Per Employee	\$ 1,022.28	\$ 1,776.23	\$ 1,799.00	\$ 2,507.11
<u>Employee Contribution, Monthly, Per Employee</u>				
Non-Union Employee	12.5% \$ 127.79	12.5% \$ 222.03	12.5% \$ 224.87	12.5% \$ 313.39
PW Union Employee	12.5% \$ 127.79	12.5% \$ 222.03	12.5% \$ 224.87	12.5% \$ 313.39
PD Sergeant Union Employee	12.5% \$ 127.79	12.5% \$ 222.03	12.5% \$ 224.87	12.5% \$ 313.39
PD Officer Union Employee	12.5% \$ 127.79	12.5% \$ 222.03	12.5% \$ 224.87	12.5% \$ 313.39



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

Agenda Item Number

Consent Agenda #10

Tracking Number

ADM 2022-20

Agenda Item Summary Memo

Title: Water, Sewer & Road Infrastructure Fee Renewal

Meeting and Date: City Council – March 22, 2022

Synopsis: See attached memo and ordinances.

Council Action Previously Taken:

Date of Action: ADM – 03/16/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-20

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: March 1, 2022
Subject: Water, Sewer & Road Infrastructure Fees

Summary

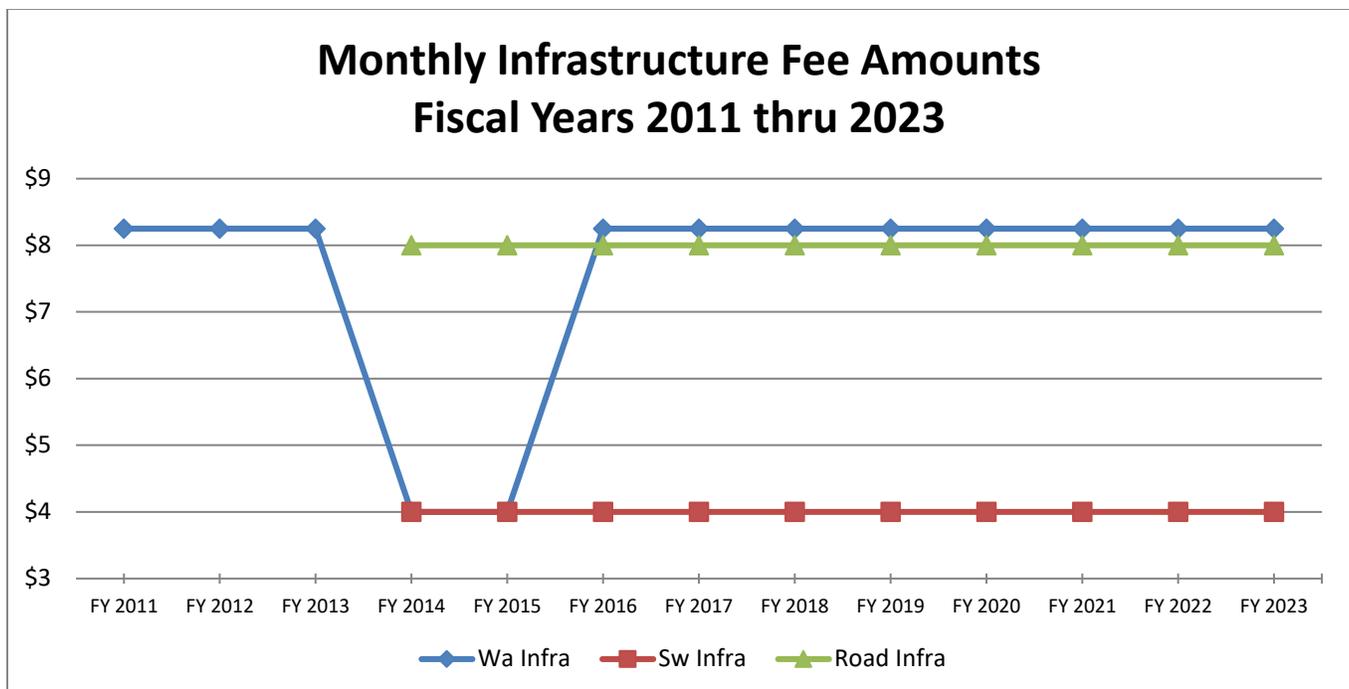
The attached ordinances re-establish the following fees: the water infrastructure fee at \$8.25 per month; the sewer infrastructure fee at \$4 per month; and the road infrastructure fee at \$8 per month. All of these fees have a sunset clause of April 30, 2023 and will show up on the utility bill sent out to residents at the end of June 2022.

Background

The attached ordinances carry out the anticipated policy decisions of the City Council, assuming that the fiscal year 2023 budget passes without amendments to the water, sewer and road infrastructure fees.

As shown in the graph below, the water infrastructure fee has been in place for twelve years. In fiscal years 2011 thru 2013 the fee was \$8.25 per month, per user. In fiscal years 2014 and 2015, the water infrastructure fee was reduced to \$4 per month. For fiscal year 2023 it is the recommendation of staff that the water infrastructure fee remain at \$8.25 per month, as it has been since May 1, 2015 (FY 2016). The sewer infrastructure fee has been in place for nine years and would remain at \$4 per month for the upcoming fiscal year.

The road infrastructure fee (i.e. vehicle tax) was first implemented in fiscal year 2014, as a funding mechanism for the City's Road to Better Roads program and other roadway projects. For fiscal year 2023 the fee, as currently proposed, would remain at \$8 per month, per user. Residents with no motor vehicle housed or registered at their address would be able to exempt themselves from the fee, by filing an exemption affidavit with the City.



The fiscal year 2022 water, sewer and road infrastructure fees were approved with a sunset clause of April 30, 2022. Thus, any fiscal year 2023 infrastructure fees must be re-established by ordinance. As mentioned above, these re-established fees would sunset on April 30, 2023.

Recommendation

Staff recommends approval of the ordinances as attached.

Ordinance No. _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE INFRASTRUCTURE MAINTENANCE FEE FOR WATER AND SANITARY SEWER SERVICE

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

WHEREAS, the City pursuant to Sections 11-117-12 and 11-129-6 of the Illinois Municipal Code (65 ILCS 5/11-117-12 and 5/11-129-6) has the authority to charge reasonable rates for water and sanitary sewer service that are sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet principal and interest payments of any utility bonds; and,

WHEREAS, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of such services.

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

Section 1: That Title 7, Chapter 5, Section 5-1(A)(1) of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“(1) Each utility customer shall be charged a water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month through April 30, 2023. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

Section 2: That Title 7, Chapter 6, of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“4-2: Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement and maintenance fee for the sanitary sewer system of four dollars (\$4.00) per month through April 30, 2023. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

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

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

MAYOR

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE TERMINATION DATE OF THE MOTOR VEHICLE TAX IN THE UNITED CITY OF YORKVILLE

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

WHEREAS, Section 8-11-4 of the Illinois Municipal Code (65 ILCS 5/8-11-4) provides that each owner of a motor vehicle may be required by a City within which the owner resides to pay a tax for the use of such motor vehicle in that City; and,

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) desire to amend the termination date of the vehicle tax to April 30, 2023.

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

Section 1: That Section 3-2-8A of the Yorkville City Code is hereby amended to read as follows:

“**A. Tax Imposed.** A vehicle tax is imposed upon the owner of a motor vehicle as defined in the Illinois Vehicle Code, except as provided in subsection F, which is registered with the Illinois Secretary of State to a premise located within the City or has its situs in the City notwithstanding the owner’s residency. It shall constitute prima facie evidence that a motor vehicle is operated on the streets of the City when registered or it has its situs in the City. Situs shall mean the owner’s premise where the motor vehicle is principally garaged, dispatched or where the movement of the vehicle originates. An owner’s premise shall mean the same as the premise of a utility service customer. This vehicle tax shall expire on April 30, 2023.”

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

MAYOR



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2022-05

Agenda Item Summary Memo

Title: Bright Farms Development Agreement

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 03/08/22

Action Taken: _____

Item Number: CC 2022-05

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson

Administration

Name

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 17, 2022
Subject: Bright Farms development status update

Summary

Review of the development status of the Bright Farms development.

Background

This item was last discussed by the City Council at the February 22nd City Council meeting, when the City Council reviewed a February 16 development status memo (memo attached as a reference) and Sean O'Neill was present to answer questions. Since that meeting, development negotiations have been ongoing. The development agreement is still in draft form and not ready for a City Council vote at the March 22nd meeting; however, there's a chance that the draft agreement will be ready to be publicly distributed prior to the City Council meeting. If that occurs, we will issue a supplemental City Council packet and review the agreement materials verbally at the meeting.

Water Well

Water well information and analysis is still in process with the Bright Farms staff. City staff will review it when it is sent.

Draft Development Agreement Status

The 10 items listed in the February 16th memo are still relevant. Since the February 22nd City Council memo, a few other items have been raised by Bright Farms and discussed among staff.

- 11) Bright Farms is asking for some relief in scope and timing for required improvements to Corneils Road adjacent to their property. Improving a road adjacent to a large development is a standard development obligation but we will review their request with appropriate context and present a recommendation to the City Council in the future.
- 12) Bright Farms is asking for some consideration on timing of payments related to the sewer construction to more closely coincide with the actual payments the City will make to the contractor. We are working with them to work this language out via payment bond, other form of security, or contractor contract language so the City's risk is eliminated or minimized in a scenario where the contract is approved and the developer doesn't fulfill the payment obligations.

13) Bright Farms has asked for some consideration on the building permit fees for the project, for which our current estimate is more than \$350,000. As you might recall, the project will consist of four greenhouses of ~370,000 square feet each, plus two headhouses at ~145,000 square feet each, plus a headhouse connector building of 34,500 square feet. All in, this will be more than 1.8m square feet of buildings; our current building permit fee is \$750 plus \$0.20 per square foot. Their initial request is that they accept that they have to pay the full building permit fee on the headhouses and headhouse connector building, as these are standard industrial buildings with many modern components; but, they are requesting waivers or reductions on the greenhouses since they are more simplistic in nature and there will be four identical buildings. They have provided other information that other towns have waived these building permit fees or reduced them given the agricultural nature of the greenhouse buildings. We are reviewing our commercial permit fees relative to other Chicagoland towns who have a more established commercial/industrial base. In some of these towns, commercial permits are charged as a percentage of the total cost of the project (a couple quick examples showed a 1.1% and 2% fee). We are reviewing this material from other towns, their request for a fee waiver or reduction, how much time we think it will take our staff to plan review and inspect these buildings, and will provide a more detailed update and recommendation to City Council at a later date.

Recommendation

This is an informational item.



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 16, 2022
Subject: Bright Farms Development Agreement

Summary

Review of the status of the Bright Farms development agreement, and feedback on specific components of the agreement.

Background

This item was last discussed by the City Council at the January 11th City Council meeting, when the City Council reviewed a development status memo, heard a presentation from Sean O'Neill of Bright Farms, approved a grant application for \$1m in sewer funding on behalf of Bright Farms, and authorized a design engineering agreement with EEI to design a sewer out to Bright Farms. Since that meeting, the grant application has been submitted to the state, the developer has worked on their water use and well analysis, the staff have continued the planning and design efforts on the sanitary sewer and recapture areas, the developer has put up additional funds to keep the design engineering agreement moving, the staff have briefed the YBSD board on the project and funding request to generally positive reception, and the development agreement draft has begun.

Water Well

We expect that Sean O'Neill of Bright Farms will be present (remote vs. in person TBD) to discuss the data shown from his test water well and his analysis of how a permanent well would impact other wells in the region. The offshoot of this presentation will be a detailed discussion of their operational water use and recycling on the property. Bright Farms understands the questions already posed by the City Council and the greater concern for agricultural and residential wells in the region, and they are expected to answer any questions from the City Council or residents in advance of development agreement approval.

Updated Sewer Design and Cost Breakdown

The staff has updated the conceptual sewer design, refined the cost estimate, and determined the recapture value for each tributary property. The total cost of the entire sewer project is still estimated in the \$2.866m range. One way to look at this total project is by sewer pipe cost breakout:

- 1) Sewer cost, in full - \$2,866,000
 - a. 30" pipe - \$665,000
 - i. Funded by Bright Farms Infrastructure Participation Fees and YBSD \$158,000 contribution

- b. 16" pipe - \$1,999,480
 - i. Funded by Bright Farms ~\$300,000 responsibility, Bright Farms \$1,000,000 payment towards other properties' responsibilities, and ~\$700,000 in funding shortfall TBD
- c. 12" pipe - \$200,000
 - i. Funded by Bright Farms ~\$175,000 responsibility, Bright Farms \$25,000 payment towards other properties' responsibilities.

Another way to look at this project is by party responsibility breakout:

- 2) Sewer cost, in full - \$2,866,000
 - a. YBSD will pay \$158,000
 - b. Bright Farms will pay \$2,000,000
 - i. Of which, around \$975,000 is their responsibility and \$1,025,000 is payment towards other properties obligations and would be recapturable by Bright Farms in the future
 - c. Funding shortfall, TBD \$700,000

In an effort to move the project along, the Mayor and staff have offered a total City contribution of \$150,000 towards the \$700,000 funding shortfall, if Bright Farms could initially cover this amount and allow the City to repay Bright Farms over a four-year period. Bright Farms has not accepted this offer, and they seek to make the pitch to City Council directly to increase that City contribution.

YBSD Participation

The staff has briefed the Yorkville Bristol Sanitary District Board on the City's project proposal and funding request. The YBSD board was generally receptive to the City's requests to:

- 1) Allow the City to design the entire sewer project including the 30" sewer section that would normally be a YBSD responsibility, as long as YBSD has input / sign-off on the design
- 2) Allow the City to construct the entire project including the 30" sewer section that would normally be a YBSD responsibility, as long as YBSD has input / sign-off on the construction process
- 3) Allow the infrastructure participation fees (IPF) paid by Bright Farms in an estimated amount of \$507,000 to YBSD to eventually be sent to the City to offset the City's cost to construct the project
- 4) Have YBSD pay the difference of the cost of the 30" sewer and the Bright Farms IPF to the City, currently estimated at \$158,120
- 5) Memorialize all of the above in a three party development agreement (YBSD, City, Bright Farms)

We anticipate all of the above to be completed before the March 14th YBSD Board meeting, in anticipation of their consideration of the agreement at that meeting.

Draft Development Agreement Status

The draft development agreement is expected to contain the following terms, for your early review and feedback:

- 1) Bright Farms project commitment – 120 acres with 1.9m total square feet of buildings at final development. Phased construction of four greenhouses of approximately 400,000 square feet each connected to two central processing headhouses of 150,000 square feet each.
- 2) Approval to drill their own water well (requires City Council review and approval during the development agreement phase)
- 3) Payment of Bright Farm’s direct costs for the sewer project, estimated at \$500,000 for their share of the 12” and 16” sewer lines, \$507,000 for annexation fees into the sanitary district, and \$507,000 for infrastructure fees into the sanitary district
 - a. The \$507,000 for annexation fees do not go to the sewer project; the fees go to the sanitary district to offset the cost of the sanitary district’s general expenses.
- 4) Payment of tributary properties direct costs for the sewer project, with recapture due to Bright Farms in an amount and method to be determined, based on the ongoing funding gap discussion.
- 5) An exhibit with the recapture agreement and related provisions due to Bright Farms
- 6) Reconciliation of design engineering costs and credits for Bright Farms based on their share of the engineering agreement and their deposits to keep the engineering work moving along
- 7) Clarification that if the CDBG sewer grant application is awarded, that the money will be sent to Bright Farms (they have the burden of providing financial information and project commitments to the state, the City is the pass-through entity) and that the grant application will not be used to offset the share of what other properties will eventually have to pay as recapture
- 8) Authorize the City to design and construct the sewer project, with YBSD input
- 9) Authorizes YBSD and Bright Farms to negotiate the timing of the YBSD annexation fees and IPF payments to the district, as long as the City is not at risk for project costs during construction
- 10) Commitment to complete the sewer project by January 2023, and if that design is not met, a commitment from the City to Bright Farms to allow them to use temporary onsite septic and process water until the permanent sewer is constructed.

Recommendation

Staff requests feedback on all parts of the memo and attachments provided.



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

Mayor's Report #2

Tracking Number

CC 2022-10

Agenda Item Summary Memo

Title: Proclamation for Yorkville Library Mini Golf FUN Raiser Day

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: _____

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, libraries provide access to information and also serve as community centers; and

WHEREAS, the Friends of the Yorkville Public Library is a support group for the library; and

WHEREAS, the Friends of the Yorkville Public Library strive to focus attention on library services and needs and also help to strengthen and expand library services; and

WHEREAS, the Friends of the Yorkville Public Library participates in fund raising for library projects, programs, and the purchase of special equipment; and

WHEREAS, the Friends of the Yorkville Public Library will be holding a Mini Golf FUN Raiser on Sunday, April 3, 2022 from 11:00 a.m. to 4:00 p.m. in the Yorkville Public Library.

NOW, THEREFORE, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim Sunday, April 3, 2022 as the “Yorkville Library Mini Golf FUN Raiser Day” in the United City of Yorkville and encourage all residents to support the Yorkville Public Library by participating in this FUN raiser day.

Dated this 22nd day of March, 2022, A.D.

John Purcell, Mayor



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 17, 2022
Subject: Route 71 updated intergovernmental agreement

Summary

Approval of a modified letter of understanding with IDOT for the Route 71 expansion project, relative to trail costs.

Background

This item was last discussed by the City Council in February 2018, when the City reviewed updated cost estimates for the local contribution for the Route 71 expansion project. In general, the City had agreed in 2011 to be on the hook for emergency responder's pre-emption devices, roadway lighting, a 20% share of the cost of constructing sidewalks and trails with full maintenance responsibilities, and a percentage of the engineering costs for those items. Since 2018, IDOT has revised its policies and funding contributions for sidewalk and trail costs; instead of an 80% state contribution to those items, the state now funds 100% of the cost as long as the City recommits to maintenance responsibilities. Accordingly, they have sent over a revised letter of understanding for the project and have asked to sign off on the new funding split.

Recommendation

Staff recommends approval of the revised letter of understanding with IDOT for the Route 71 expansion project.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

March 9, 2022

Honorable John Purcell
Mayor of United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

LETTER OF UNDERSTANDING

FAP 311 (IL 71)
Section (1-1)R,BR1
Kendall County
Reconstruction From East of IL 126 to Orchard Road
Job No. C-93-019-14
Contract No. 66D26

Dear Mayor Purcell:

As previously discussed, the Illinois Department of Transportation (IDOT), District 3 office in Ottawa is currently preparing plans for the improvement of Illinois 71. The project limits are from east of Illinois 126 in Yorkville to Orchard/Minkler Road in Oswego.

The proposed improvement involves the removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised median, turn lanes where warranted, storm sewer, modernization of traffic signals, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Existing SN 047-0059 carrying IL 71 over Morgan Creek will be removed and replaced with a proposed triple 12' x 10' box culvert. A shared use path is to be constructed the length of the project.

Based on previous correspondence, the city of Yorkville expressed its willingness to share in the cost of construction of a section of the shared use path from the beginning of the project (Sta. 585+00) to approximately Sta. 606+20 for a length of $\pm 1,720'$. Recently, there has been a change in the federal/state policy pertaining to the local agency cost participation associated with the shared use path beginning January 2022. The state will now pay 100 percent of all costs for the construction on new paths within the project termini as long as the local agency agrees to maintain the path.

This letter of understanding serves to formally confirm that the city of Yorkville is desirous to have the shared use path constructed at the location noted above and agrees to maintaining the path.

Matters of the shared use path relevant to the village of Oswego and unincorporated areas of Kendall/Bristol Townships will be addressed in separate letters of understanding respectively with Oswego and Kendall Counties.

The proposed improvement is currently funded for Fiscal Year 2022, subject to plan readiness.

Please mark the appropriate response in the box and sign below to indicate if you concur or not with proposed improvement and maintenance responsibilities. If you do not concur with any or all the proposed improvements or responsibilities, please provide any comments explaining the reasons and any changes you recommend. Return one copy of the letter to the IDOT District 3 office in Ottawa and retain the second for your files.

Contract No. 66D26

- The city of Yorkville agrees to the maintenance responsibilities as stated above.
- The city of Yorkville does not agree to the maintenance responsibilities as stated above. (please provide comments below)

Comments

Honorable John Purcell, Mayor of Yorkville

Date

If you have any questions or require further information, please contact Mr. Brad Duncan, Studies and Plans Project Engineer, at (815) 434-8420.

Sincerely,

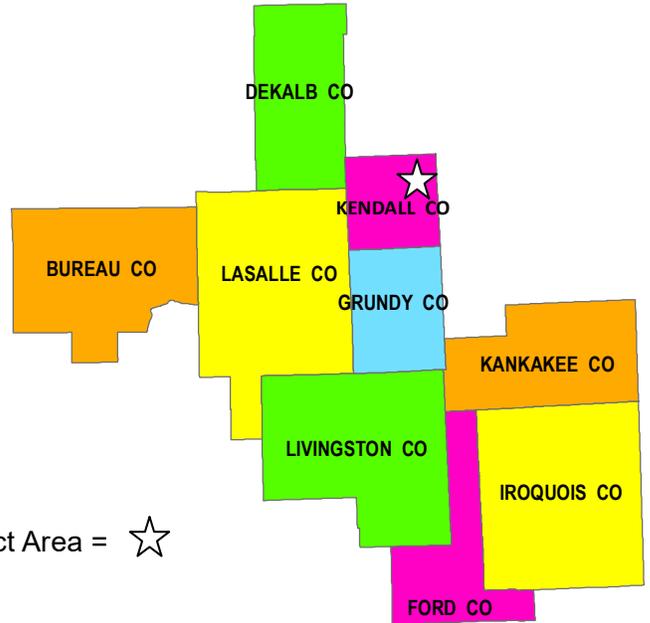
Masood Ahmad, P.E.
Region Two Engineer



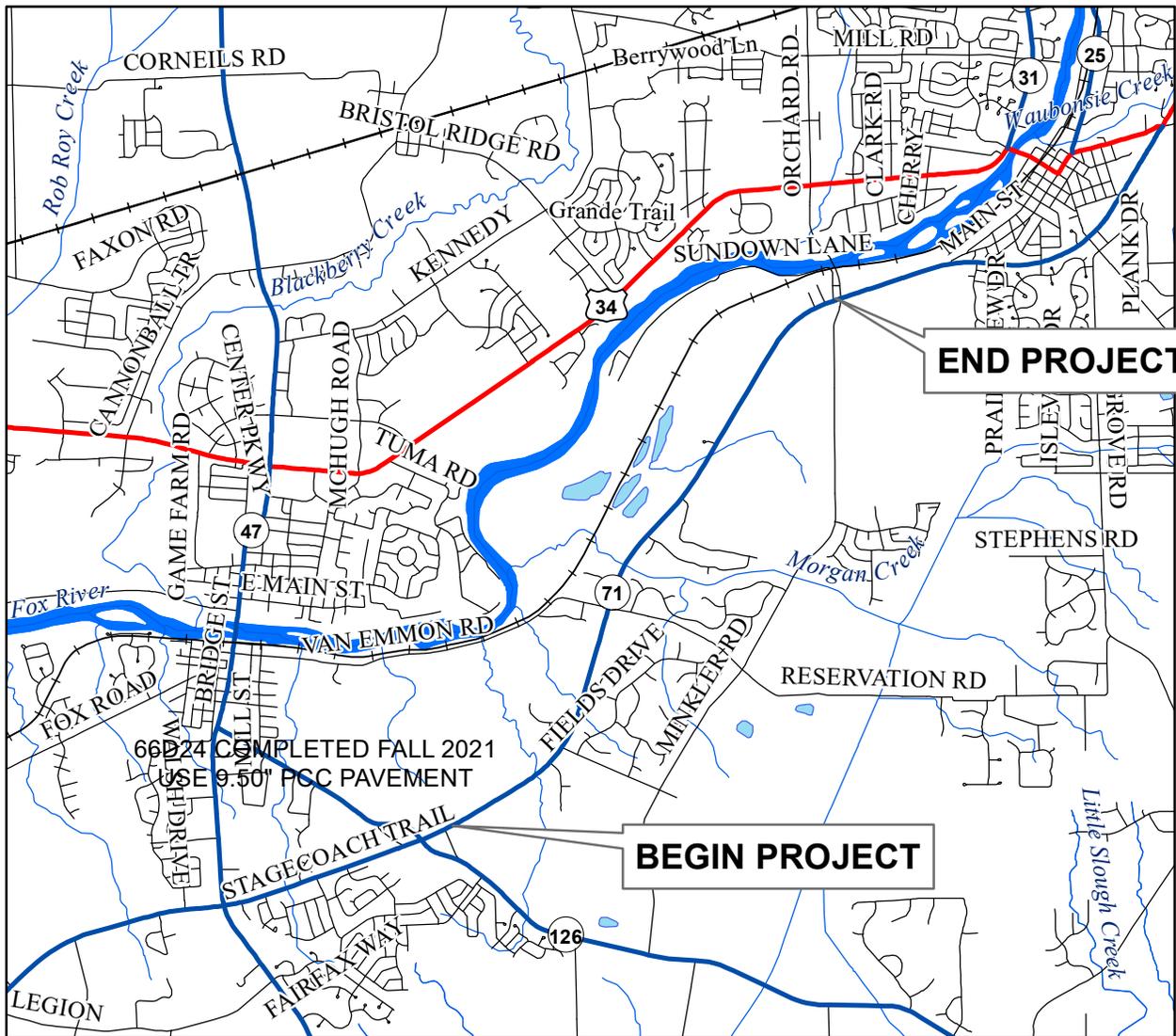
By: Scott Ferguson, P.E.
Acting Studies and Plans Engineer

Project Location Map

FAP 311 (IL 71)
Section (1-1)R,BR1
Kendall County
East of IL 126 in Yorkville to
West of Orchard Rd in Oswego
Contract No.66D26
Roadway Reconstruction



Project Area = ☆



D3# 2726



Memorandum

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

Date: February 8, 2017
Subject: IL Rt 71 Improvements

Attached is the draft City-State Agreement from IDOT for the above referenced project. The intent of the agreement is to summarize the anticipated costs and outline the maintenance responsibilities to the City for the project. Currently, IDOT is projecting a Spring 2018 letting and a Fall 2018 construction start.

The total local share is anticipated to be \$435,850 as described on page 4 of the agreement. Note that the local share costs include the water main and sanitary sewer costs which were not included in the previously approved Letter of Understanding (attached). The water main and sanitary sewer costs were anticipated and have been budgeted.

The agreement is generally consistent with recent similar IDOT documents.

IDOT is requesting approval of the City-State Agreement along with the passing of the required ordinances and resolutions.



Memorandum

Packet material from
City Council 02/27/18
PW 2018-17

To: Public Works Committee
From: Rob Fredrickson, Finance Director
Date: February 14, 2018
Subject: Route 71 Project Budget Update

Summary

Budgetary update for the Illinois Route 71 project, regarding project costs allocated to the City-Wide Capital (23), Water (51) and Sewer (52) Funds. To be read in conjunction with the project materials presented by Engineering Enterprises, Inc.

Background

Below is a summary of previously budgeted Route 71 project costs compared to the revised figures presented by EEI pursuant to the intergovernmental agreement with the State of Illinois.

City-Wide Capital (23) Fund

The FY 2018 budget document shows the sidewalk, shared use path and road lighting portion appropriated in fiscal years 2019 & 2020, in the amount of \$55,200. The total budgeted project cost of \$110,400 matches the May 2011 memorandum of understanding from IDOT, a copy of which is included in your packet. Based on the recent agreement with the State, these figures have been revised downward to approximately \$91,000, and will be spread out over the next three fiscal years (FY 2019 thru 2021). This revision will be noted in the upcoming FY 2019 budget draft, and will result in a budgetary savings of \$19,400 to the City-Wide Capital Fund.

Water (51) Fund

The current year budget shows the water infrastructure improvement portion (construction engineering & construction) of this project allocated over fiscal years 2019 & 2020, in the amounts of \$302,400 and \$75,600, respectively; for a total of \$378,000. These budgeted numbers also included water infrastructure improvements in the Fox Highlands subdivision, which are slated to be done concurrently with the State project. Revised cost estimates now show the combined cost of the water portion of this project to increase by \$155,500, in comparison to the prior year's budget document. The water portion of the Route 71 project, which includes infrastructure improvements in Fox Highlands, will budgeted in the upcoming fiscal year in the amount of \$533,500.

Sewer (52) Fund

The FY 2018 budget shows the sewer infrastructure improvement portion (construction engineering & construction) of this project allocated over fiscal years 2019 & 2020, in the amounts of \$142,560 and \$35,640, respectively; for a total of \$178,200. Based on the updated agreement with the State, these figures have been adjusted slightly upward to \$189,000, which is an increase of \$10,800. Costs related to the sewer infrastructure portion of this project are slated to be budgeted in the upcoming fiscal year in the amount of \$189,000.

Recommendation

Informational item.



Illinois Department of Transportation

Division of Highways / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-1628
Telephone 815/434-6131

May 17, 2011

The Honorable Gary Golinski
Mayor of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Letter of Understanding
FAP 311 (IL 71)
Section (1,1-1)R
Kendall County

IL 71 (from IL 47 to IL 126)
Local Agency Cost Sharing

Dear Mayor Golinski:

This letter of understanding is the result of open communication between the city of Yorkville, the Illinois Department of Transportation and various stakeholders as part of the Department's Context Sensitive Solution process concerning IDOT's proposed widening of Illinois Route 71 from IL 47 and extending 5.4 miles to the west side of Orchard Road, in Oswego. IDOT and Yorkville city staff have met on various occasions to discuss the scope of work and the share of cost which will be required from the city of Yorkville. The purpose of this letter is to provide a clear understanding of the cost items and estimated cost the city is to incur. The City's signature of this letter represents Yorkville's commitment to the project. Such a commitment is required so these listed items can be designed into the project. The list below describes some preliminary pay items which require City participation. The city and state will enter into a formal agreement in the year construction begins which will detail the city's share of cost.

The total project cost is estimated at \$38.2 million. The southwest section of the project (IL 47 to IL 126) is funded at \$11.858 million in the Fiscal Year 2012-2017 Proposed Highway Improvement Program. The remaining portion of the project will be monitored and considered for inclusion in future programs. The Department has calculated the following preliminary local participation costs for the city of Yorkville:

1. Sidewalk – 20% local cost	\$10,000
2. Shared-Use Path (8' wide bituminous) – 20% local cost	\$42,000
3. Combined Road Lighting at IL 47 and IL 126 – 100% local cost	\$24,000
4. Pre-emption devices at IL 47 and IL 126 – 100% local cost	\$20,000
5. Engineering – 15%	<u>\$14,400</u>
Total estimated cost share for the City of Yorkville	\$110,400

A 10' wide path was offered per Department policy, but Yorkville requested an 8' wide paved path.

The Honorable Gary Golinski
Page 2
May 17, 2011

Should the City decide in the future to eliminate the work listed above, they may still be responsible for the actual cost of preliminary engineering up to \$14,400.

Final costs will be based on actual bid prices after the project has been let for construction.

Other items, such as utility relocations or sewer casings would also be 100% local agency cost.

The Yorkville portion of the project is tentatively scheduled for construction in the Department's FY 2012-2017 Proposed Highway Improvement Program, subject to project readiness and funding availability.

You will note two copies of this letter of understanding are enclosed for your review. If you agree with this proposal, please affix your original signature in the space provided on both copies, retain one for your files and return the second copy to this office.

If you have any questions or need further information, please contact Mr. Duane Lukkari, Studies and Plans Unit Chief at (815) 434-8565.

Sincerely,

Eric S. Therkildsen, P.E.
Acting Deputy Director of Highways,
Region Two Engineer



By: Dan Mestelle, P.E.
District Program Development Engineer

DL:lw/dl 5-17-11 Letter of Understanding Yorkville

cc: Lou Paukovitz
Joe Wywrot, City of Yorkville Engineer
Francis Klaas, Kendall County Engineer

APPROVED:



Gary Golinski
Yorkville Mayor

11-1-11

Date

FAP 311 (IL 71)
Section (1)R,I
Kendall County
Reconstruction to a 4-lane section with raised median
Job No. C-93-017-14
Contract No. 66D24
Agreement JN 318001

AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the United City of Yorkville of Kendall County, Illinois, hereinafter called the CITY.

WHEREAS, the STATE is an agency of the state government and the CITY is a unit of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5ILCS 220, et seq, and the Illinois Constitution Article VII, Sec. 10.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and CITY are desirous of reconstructing IL Route 71 (identified as Stagecoach Trail within the CITY) from IL 47 to just east of IL 126. Work will include removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised curb median, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Traffic signals will be improved at IL 47 and replaced at IL 126.

Termini of the subject project are approximately from the intersection of Illinois 47 with Illinois 71 to just east of the intersection of Illinois 126 with Illinois 71. The gross length of the project is 6,740 feet. The subject project is hereby identified under FAP 311 (IL 71), State Section (1)R,I, Job No. C-93-017-14 and Contract No. 66D24 (see project location map attached hereto as Exhibit # 1).

WHEREAS, the STATE is to apply Federal National Highway Performance Program (NHPP) funds toward financing this project. Application is at an 80 percent federal and 20 percent STATE matching formula.

WHEREAS, the existing subject portion of IL 71 consists of a two lane section (one lane in each direction) with median and auxiliary lanes at some intersections. Most of this section has an existing rural cross section with a combination of paved and aggregate shoulders and open roadside drainage ditches. Curb and gutter with enclosed drainage has been installed at some spot locations.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, design dimensions, elevations, item quantities and materials are to be obtained from the related project design plan sheets which serve as a supplement to this agreement. The said plans have been provided to the CITY for its review, comment and concurrence. Additional purposes

of this agreement are to provide estimated costs, cite cost sharing participation between the STATE and CITY, determine responsibilities of funding, commitments to payments, and define jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project.

WHEREAS, the proposed scope of work for the subject project is as follows:

- A. **Mainline IL 71 Reconstruction - (80% FEDERAL/20% STATE Cost):** Proposed is the removal of existing pavement and construction of new Portland cement concrete pavement. Two 12 foot through lanes in each direction will be provided. A raised curb median will be constructed with dedicated left turn lanes as appropriate and right turn lanes are proposed in addition where they are warranted. Storm sewer and barrier curb and gutter will be constructed along the median and edge of pavement throughout the project limits. Hot-Mix Asphalt (HMA) widening and resurfacing will be used at the ends of the project to transition into the existing pavement and shoulder widths.
- B. **Reconstruction of IL 126 intersection with IL 71 - (80% FEDERAL/ 20% STATE Cost):** The intersection pavement will be reconstructed to provide a lane configuration similar to the existing. Drainage and other improvements extend further along IL 126 as shown in the plans.
- C. **Reconstruction of Local Roads Intersecting IL 71 - (80% FEDERAL/ 20% STATE Cost):** Improvements are required on the adjoining local roads to match width and profile changes proposed on IL 71. The local road intersections to be included are as follows:
 - a. **IL 71 at Walnut Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - b. **IL 71 at Village View Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - c. **IL 71 at Candleberry Lane** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - d. **IL 71 at Raintree Road** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - e. **IL 71 at Country Hills Drive** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing. Resurfacing will extend south to the intersection of Country Hills Drive with Greenfield Turn/Clover Court. Curb and gutter, sidewalks, and ditches will be reconstructed.
 - f. **IL 71 at Identa Road** – The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
 - g. **IL 71 at Wing Road** - The intersection pavement will be reconstructed to provide a lane configuration similar to the existing.
- D. **Upgrade or Replace Existing Traffic Signals - (80% FEDERAL/20% STATE Cost):**

- a. Traffic signals will be upgraded in the northeast and northwest quadrants of the intersection of IL 47 with IL 71. Both routes are under STATE jurisdiction so no CITY cost participation is required.
 - b. Traffic signals will be replaced at the intersection of IL 126 with IL 47. Both routes are under STATE jurisdiction so no CITY cost participation is required.
- E. **Highway Lighting – (100% CITY Cost):** At the intersection of IL 126 with IL 71 four luminaires will be installed in combination with traffic signal installation and two will be installed on new light poles. At the intersection of IL 47 with IL 71 one luminaire will be installed in combination with traffic signal installation in the northeast quadrant of the intersection. All lighting will be at 100 percent CITY cost.
- F. **Emergency Pre-emption Units – (100% CITY Cost):** Emergency pre-emption detectors and amplifiers will be installed as needed to serve all traffic signals within the project limits.
- G. **Shared Use Path - (80% FEDERAL/20% CITY):** An 8 to 10 foot wide asphalt surfaced path for shared bicycle and pedestrian use will be constructed along the south side of IL 71 from approximate STA 517+60 to 571+02 and along the north side of IL 71 from approximate STA 571+02 to 585+00. Shared use path will be constructed to connect all quadrants and crossings at the intersection of IL 126 with IL 71. All shared use path construction will be at 20 percent CITY cost participation.
- H. **Sidewalk – (Variable Cost):**
- a. **Removal and Replacement of Existing Sidewalk -** Approximately 2,900 square feet of existing sidewalk will be removed and replaced at 100 percent STATE cost.
 - b. **Proposed new sidewalk –** Approximately 2,900 square feet of proposed sidewalk will be constructed at 20 percent CITY cost participation.
- I. **City Utility Relocation – (100% CITY Cost):** Relocation of CITY owned utilities will be at 100% CITY cost.
- J. **Land Acquisition – (100% STATE Cost):** The STATE will pay 100 percent of all costs for land acquisition required for the project, including acquisition required for shared use path and sidewalk.
- K. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of the said IL 71 project in that same will be of immediate benefit to CITY residents and permanent in nature.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The above stated recitals are incorporated herein by reference, as if full set out herein.
2. The STATE agrees to make the surveys, prepare the plans and specifications, obtain right of ways, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.
3. The STATE agrees to pay all land acquisition, construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated below.

Work Item	Construction		Federal Cost		State Cost		City Cost	
	Cost							
Mainline IL 71 and intersecting side road reconstruction	\$16,150,000	12,920,000	80.0%	3,230,000	20.0%	0	0.0%	
Traffic Signals	\$350,000	280,000	80.0%	70,000	20.0%	0	0.0%	
Highway Lighting	\$35,000	0	0.0%	0	0.0%	35,000	100.0%	
Emergency Pre-emption Units	\$12,000	0	0.0%	0	0.0%	12,000	100.0%	
Shared Use Path and new sidewalk	\$160,000	128,000	80.0%	0	0.0%	32,000	20.0%	
Sidewalk Removal and Replacement	\$10,000	8,000	80.0%	2,000	20.0%	0	0.0%	
City Utilities	\$300,000	0	0.0%	0	0.0%	300,000	100.0%	
subtotal		13,336,000		3,302,000		379,000		
Engineering (15%)						56,850		
Totals	\$17,017,000	13,336,000		3,302,000		435,850		

4. The CITY's participation shall be predicated on the percentages shown above for the specified work. CITY cost shall be determined by multiplying the final quantities times bid

unit prices of the awarded contract, plus an additional 15 percent for preliminary and construction engineering.

5. The CITY agrees to pass and approve a resolution appropriating \$440,000 to reimburse the STATE for the work as described in this agreement. A copy of the ordinance is attached hereto as Exhibit #2.
6. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit #2 proves to be insufficient to cover said cost.
7. The CITY agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the CITY will pay to the STATE from any funds allotted to the CITY, an amount equal to the CITY share \$440,000 divided by the estimated construction costs, \$17,000,000 multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid. The CITY's actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.
8. Upon final inspection of the improvement and so long as IL 71 (Stagecoach Trail) remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes, including turn lanes, and curb and gutter that adjoins these traffic lanes and any stabilized shoulders and/or roadside drainage ditches that serve the state highway. This includes box culverts and pipe culverts that are part of the roadside drainage system of IL 71.
9. It is mutually agreed by the STATE and the CITY that all CITY owned streets that intersect IL 71 and are impacted and thereby reconstructed by the STATE due to the highway project, will remain under the jurisdiction of the CITY at all times.
10. The CITY agrees to maintain the entire right of way outside of that maintained by the STATE. This includes but is not limited to, CITY utilities, landscaping, sidewalks, shared use paths, parkways, crosswalks and stop line/stop bar markings. Maintenance includes, but is not limited to, all cost of material and labor for repair and/or replacement of surfaces, path or sidewalk signing and marking, mowing, landscaping, drainage, snow and ice removal, clearing of debris and trash, and removal of graffiti.
11. The CITY agrees, upon completion of the project, to maintain all storm sewers and appurtenances by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with repair and/or replacement of inlet, manhole, and catch basin frames, grates, or lids. The CITY further agrees to repair and/or reconstruct structural failures to a maximum of 12 feet between adjacent inlets, manholes, or catch basins.
12. The STATE agrees to assume responsibility for repairs and/or reconstruction of the storm sewer system that exceeds the routine maintenance requirements of the CITY, as cited in the above paragraph.

13. The CITY agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being constructed as part of this project. The CITY agrees to obtain a permit from the STATE prior to routing any additional discharge to storm sewer system constructed as part of this contract.
14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy for signals and preemption devices shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on April 25, 2011. All existing traffic signals are being replaced or upgraded. No additional traffic signals are being installed at new locations under this contract.
15. The CITY agrees to assume all maintenance and energy costs for all roadway lighting that is to be constructed as part of this project.
16. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the CITY, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is 36-6006169. The CITY agrees to assume full responsibility for providing or causing to provide all funds required to pay the local share of cost participation in the subject project.
17. The CITY agrees to provide, prior to the STATE's advertising for the work to be performed hereunder, a letter, resolution, or signed plan approval indicating its review and approval of the STATE's plans and specifications for the subject project.
18. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 71 from IL 47 to IL 126 without the consent of the STATE.
19. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
20. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE. Relocation of CITY utilities included in the plans is at 100% CITY cost as outlined in item I.
21. The CITY has adopted and will put into effect an ordinance requiring that parking along IL 71 be prohibited within the limits of the United City of Yorkville, a copy of which is attached hereto as Exhibit 3.
22. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the work to be performed hereunder, regulating encroachment along the state highway. A copy of the ordinance is attached hereto as Exhibit 4.
23. Prior to the STATE's advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

24. The CITY will continue to enforce an existing ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers along the state highway, a copy of which is attached hereto as Exhibit #5.
25. The STATE agrees to invite representatives of the CITY to mutually inspect the completed project prior to the STATE's final approval of the work.
26. It is mutually agreed that obligations for the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding sources fail to appropriate or otherwise make available funds for this contract.
27. The STATE and CITY mutually agree that any work to be performed by other than CITY and/or STATE forces is subject to the Prevailing Wage Act, 820 ILCS 130/1 et seq. ("Prevailing Wage Act"). The STATE agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and the STATE agrees to notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event the STATE fails to comply with the notice requirements set forth in this paragraph, the STATE shall solely be responsible for any and all penalties, fines and liabilities incurred for contractors and/or subcontractors' violations of the "Prevailing Wage Act".
28. The STATE and CITY mutually agree that the STATE's contractors and/or subcontractors shall not discriminate on the basis of race, color, national origin or sex in performance of this agreement. The STATE agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of the STATE assisted contracts. Failure by the STATE to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.
29. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties regarding these specific components of this section of IL Route 71 as constructed under Contract 66D24. Previous agreements pertaining to other aspects of this section of highway, such as the referenced Master Traffic Signal Agreement, shall remain in full force and effect. This agreement may not be modified except in writing acknowledged by both parties.
30. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
31. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given in effect without the invalid provision.
32. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
33. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by December 31, 2020.

- 34. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 35. This agreement is passed and approved by the Mayor and City Council of The United City of Yorkville of Kendall County, Illinois and the State of Illinois, through its Department of Transportation.

Executed on Behalf of the United City of Yorkville of Kendall County, Illinois, on this _____ day of _____, 2018.

APPROVED:

ATTEST:

 Gary Golinski, Mayor of United City of Yorkville

 Beth Warren, City Clerk

 Date

 Date

Executed on Behalf of the State of Illinois,
 Department of Transportation

 Kevin F. Marchek, P.E.
 Region Two Engineer

 Date

FAP 311 (IL 71)
Section (1)R,I
Kendall County
Reconstruction of IL 71 from east of IL 47 to east of IL 126
Job No. C-93-017-14
Contract No. 66D24
Agreement JN 318001

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 311 (IL 71) , State section (1)R,I, the United City of Yorkville hereby approves the State's plans and specifications, as submitted to the City insofar as they apply to the interests of the City.

APPROVED this _____ day of _____, 2018.

By: _____

Title: _____

Resolution No. 2018-_____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE AND
ILLINOIS DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 71 (STAGECOACH TRAIL)
(Job No. C-93-017-14)**

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

WHEREAS, the City desires to enter into an Intergovernmental Agreement for Federal Participation with the State of Illinois through its Illinois Department of Transportation that will provide funding for roadway improvements on Illinois Route 71 from Illinois Route 47 to just east of Illinois Route 126; and,

WHEREAS, the Illinois Department of Transportation has proposed an Intergovernmental Agreement that will establish the cost sharing for this project with the City’s local share being \$435,850; and,

WHEREAS, the City to indicate the availability of funding for this project shall set aside those funds necessary from its City-Wide Capital, Water and Sewer Funds.

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

Section 1: That the *AGREEMENT* (JN 318001) for Job Number C-93-017-14, that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois acting by and through its Department of Transportation and the City be and is hereby approved and that Mayor Gary J. Golinski is hereby authorized to execute said Agreement on behalf of the City.

Section 2: That the City shall appropriate the City’s local share of the project costs in the amount of \$435,850 and any additional funds that may be required.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this _____ day of _____, 2018

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

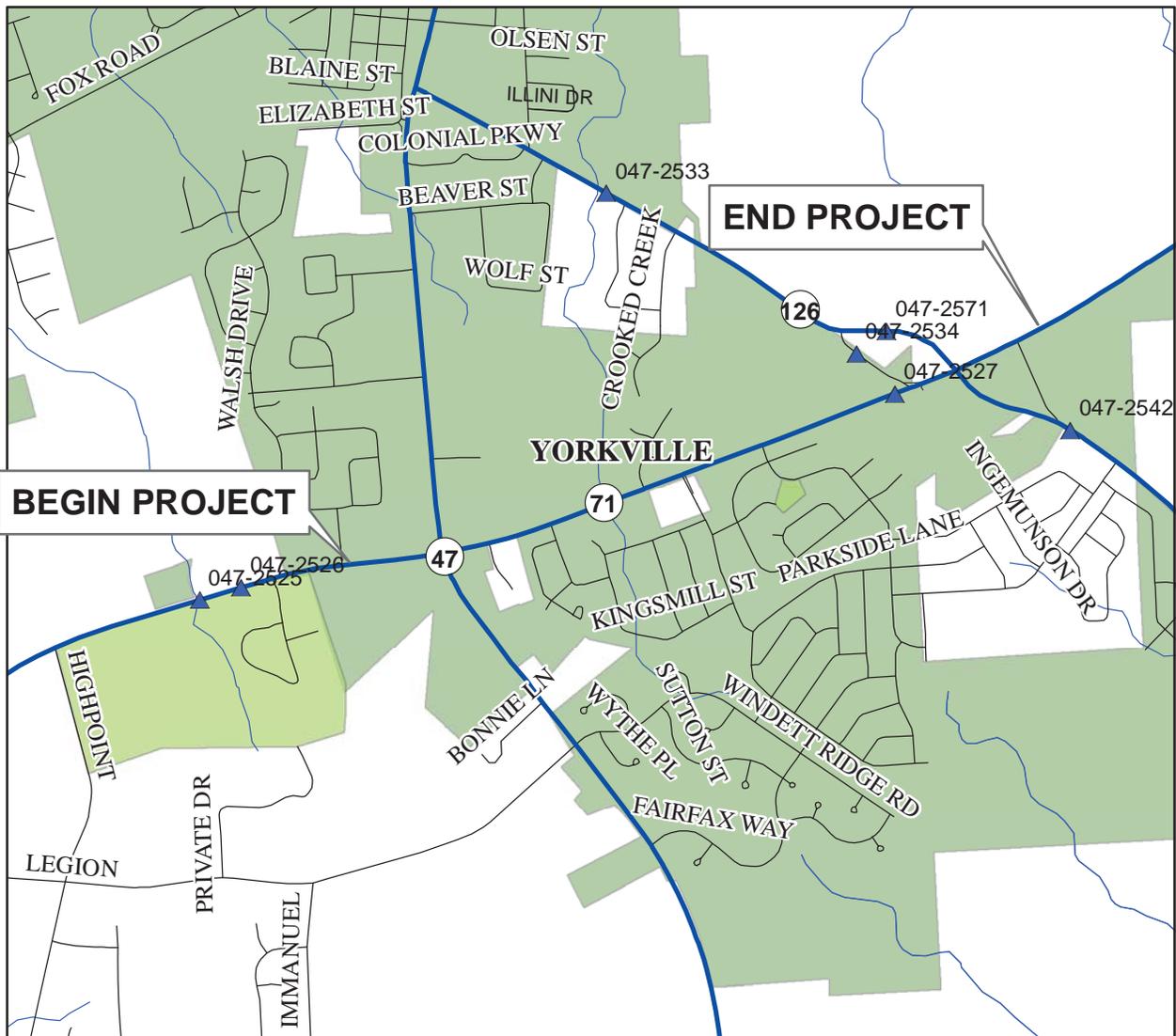
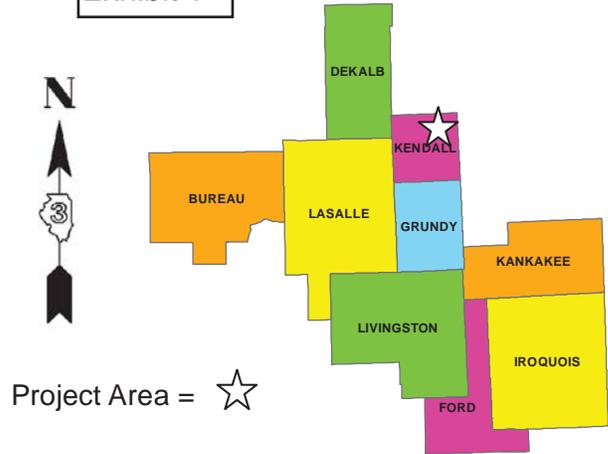
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this _____ day of _____, 2018

MAYOR

Project Location Map

FAP 311 (IL Route 71)
Section (1)R,I & (1)N&TS
Kendall County
Reconstruction from West of IL 47 to East of IL 126
Contract No.66D24 & 66D25

Exhibit 1



D3# 2262

Exhibit ____
Resolution No. 2018-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL, ILLINOIS,
ESTABLISHING FUNDING FOR THE STATE OF ILLINOIS
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the United City of Yorkville (the “City”) has entered into an AGREEMENT with the State of Illinois for the improvement of Illinois Route 71, from Illinois Route 47 to the east of Illinois Route 126, known as State Section (1)R,I, Job No. C-93-017-14 and Contract No. 66D24; and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the City to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that there is hereby appropriated the sum of four hundred thirty five thousand, eight hundred fifty Dollars (\$435,850.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the City to pay its share of the cost of this improvement as provided in the AGREEMENT.

BE IT FURTHER RESOLVED, that the City agrees upon receipt of the first and subsequent progress payments made to the Contractor, the City will pay to the State from any funds allotted to the City, an amount equal to the City’s share \$440,000 divided by the estimated construction costs, \$17,000,000 multiplied by the actual progress payment made to the Contractor until the entire obligation incurred under the Agreement has been paid.

BE IT FURTHER RESOLVED, that the City agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

_____ day of _____, 2018

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

_____ day of _____, 2018

Gary J. Golinski, Mayor

STATE OF ILLINOIS
COUNTY OF KENDALL

I, Beth Warren, City Clerk in and for the United City of Yorkville hereby certify the foregoing to be a true and complete copy of this Resolution adopted by the President and Board of Trustees at a meeting on _____, 2018.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2018.

Beth Warren, City Clerk

(SEAL)

Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
ESTABLISHING NO PARKING REGULATIONS FOR ILLINOIS ROUTE 71
(STAGECOACH TRAIL)**

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

WHEREAS, Section 11-208(a)1 of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1) authorizes a municipality to regulate the standing or parking of vehicles within its corporate limits.

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

Section 1: That Section 6-2-2, PARKING PROHIBITED ON DESIGNATED STREETS, of the Yorkville City Code be and is hereby amended to add the following street:

“ILLINOIS ROUTE 71 (Stagecoach Trail)

Parking will be prohibited on both sides of Illinois Route 71 within the corporate limits of the City”

Section 3: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

Mayor

EXHIBIT 4
Ordinance No. 2018-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS PROHIBITING ENCROACHMENTS WITHIN THE STATE OF ILLINOIS RIGHT OF WAY ALONG ILLINOIS ROUTE 71

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving IL Route 71 from IL 47 to east of IL 126, known as State Section (1)R,I. Work will include removal of the existing pavement and construction of new pavement to provide two lanes in each direction with a raised curb median, curb and gutter, drainage improvements, bicycle and pedestrian accommodations, and safety improvements. Traffic signals will be improved at IL 47 and replaced at IL 126.; and,

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, the project passes through the United City of Yorkville; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an Ordinance regulating encroachments on the right of way of IL Route 71 in accordance with the following definitions:

1. Roadway Right of way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect:
2. Project Right of way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other public structure or object of any kind (with the exception of utilities and public road signs) which is placed, located, maintained, in, on, under or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention

of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings.

- 5. Construction easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the CITY, by concurrence with the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction activities.

WHEREAS, representatives of the CITY and the STATE have, by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments;

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

Section 1: That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches, as defined above, upon the State of Illinois project or roadway right-of-way of IL Route 71, from IL 47 to east of IL 126.

Section 2: That the City Clerk of the United City of Yorkville is authorized and directed to attach a copy of this Ordinance to the AGREEMENT dated _____, 2018, by and between the State of Illinois and the United City of Yorkville relative to the above described improvement.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	ALEX HERNANDEZ	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2018.

MAYOR

THE CITY OF YORKVILLE WILL CONTINUE ITS ENFORCEMENT OF ORDINANCE 94-4
PROHIBITING CONNECTION OF SANITARY SEWER AND WASTE WATER INTO STORM
SEWERS AND OTHER HIGHWAY DRAINAGE SYSTEMS

EXHIBIT #5

AN ORDINANCE 94-4
PROHIBITING THE CONNECTION OF SANITARY SEWAGE AND INDUSTRIAL
WASTE WATER INTO STORM SEWERS AND OTHER HIGHWAY DRAINAGE SYSTEMS

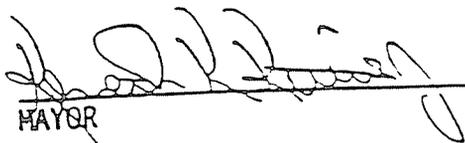
BE IT ORDAINED, by the city of Yorkville, Kendall County, Illinois:

Section 1. It shall be unlawful for any person, firm or corporation, or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city of Yorkville.

Section 2. This ordinance is intended to and shall be in addition to all other ordinances, State statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.

Section 3. Any person, firm, or corporation violating this ordinance shall be fined not less than ~~Twenty-Five~~ Dollars (\$ 25.00), nor more than ~~Forty Dollars~~ Dollars (\$ 500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

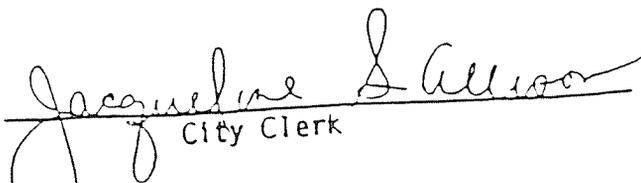
APPROVED:


MAYOR

STATE OF ILLINOIS)
CITY OF YORKVILLE)
COUNTY OF KENDALL)

PASSED: 3-10-94
SIGNED: March 10, 1994
~~February 24, 1994~~

I, Jacqueline S. Allison
City Clerk in and for the city of
Yorkville hereby certify the
foregoing to be a true, perfect, and
complete copy of an Ordinance adopted
by the Yorkville City Council at its
meeting on ~~February 24, 1994~~
1994. March 10


City Clerk

(SEAL)



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

Mayor's Report #4

Tracking Number

CC 2022-12

Agenda Item Summary Memo

Title: Poplar Drive Railroad Crossing Maintenance

Meeting and Date: City Council – March 22, 2022

Synopsis: Proposed repair of the Poplar Dr. railroad crossing paid for by the City per the agreement with the railroad

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Motion to proceed per the terms of the Public Railroad Crossing Agreement

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 16, 2022
Subject: Poplar Drive Railroad Crossing Cost

Summary

Per agreement, the railroad is asking the City to pay 100% of the cost to repair the crossing at Poplar Drive in the River's Edge subdivision.

Background

As part of the development of the River's Edge subdivision, it was necessary to cross the railroad tracks to access the north portion of the development. In 2001, an agreement was entered into by the City and Illinois RailNet, Inc. laying out the terms and conditions that the railroad would allow a vehicular crossing of their tracks. In this agreement, there is a section that speaks to construction maintenance that is as follows:

- 4.1 Crossing has been constructed, and hereafter shall be upgraded and maintained at the sole cost and expense of Licensee.

This section clearly states the licensee, which is the City, is responsible for all costs associated with any upgrades or maintenance. I have attached the entire agreement for your review.

After 20+ years of service, the crossing needs serious maintenance. The railroad approached us last fall with a preliminary cost estimate (attached) to see how we would like to proceed. After researching the agreement and reviewing the proposed work, staff found everything in order and relayed to the railroad that we were open to working with them. Staff then met the railroad on site in February to go over the nature of the proposed work to agree to the scope of work, and the limits of construction. Once that was agreed upon, the railroad redid the estimate to zero in on a true cost of the project, which is what you see today. The railroad has done all the preliminary work and obtained a bid from their contractor for the cost of upgrading and maintaining this crossing. I have attached the spreadsheet that gives a total breakdown of cost which totals \$181,838. I have also attached the total cost estimate spreadsheet from the railroad, the contractor's estimate, and material cost sheets for reference.

We currently have \$200,000 budgeted for this expense in the proposed FY 23 budget in the Road to Better Roads line item.

I have spoken with Attorney Orr, she concurs that we are responsible for these maintenance costs as presented.

Recommendation

Staff recommends that we approve a motion to proceed per the terms of the Public Road Crossing Agreement in an amount not to exceed \$181, 838.

PUBLIC ROAD CROSSING AGREEMENT

THIS AGREEMENT, Made this 16th day of November, 2001 the "Effective Date", by and Illinois RailNet, Inc., a Delaware Corporation, whose mailing address is PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147, hereinafter called "Railroad" party of the first part, and City of Yorkville, whose mailing address 800 Game Farm Road, Yorkville, IL 60560, hereinafter called "Licensee", party of the second part,

WITNESSETH:

Railroad, subject to the limitations herein, and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grant to Licensee the right or license to construct, maintain and use a public road crossing at grade across the tracks, right-of-way, and property of Railroad, at or near Yorkville, Kendal County, State of Illinois, hereinafter called "Crossing", which extends across said right-of-way and intersects the center line of Railroad's tracks at 536.6 feet West Milepost 51, as shown Exhibit "A", attached hereto and made a part hereof, hereafter called "Crossing".

1. Definitions

- 1.1 The term "Licensee" herein shall include a corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be such number and gender as the context may require.
- 1.2 The term "Railroad", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad. The term "Railroad" shall be synonymous with and used in place of the term "Licensor" herein throughout. The term "Railroad" shall also include the servants, agents or employees of the undersigned Railroad.
- 1.3 The term "satisfactory" or "satisfaction" as used herein, shall mean approval by Railroad or it's designated representative.
- 1.4 The term "Crossing", as used herein, includes track crossings, approaches, railways, drainage facilities, warning devices, signal and wirelines, gates barricades, signs, appliances and ancillary facilities.
- 1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track", as hereinafter used, shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.
- 1.6 "Maintenance" shall include keeping all vegetation within the area(s) outlined in red on attached print and identified thereon as "sight clearance area(s)" cut to a height not exceeding two feet (2') above ground level, and keeping said "sight clearance area(s)" free of parked vehicles and other obstructions.
- 1.7 The "effective date" of this Agreement shall be the earlier of: (a) execution hereof by Railroad, or (b) installation of the Crossing.

2. Use, Limitations

- 2.1 The Crossing shall be used solely as a public crossing for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land.
- 2.2 Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossings for any and all railroad purpose. Railroad shall not be obligated to make cuts in its trains for the Crossing.

3. Fees

- 3.1 Upon execution of this Agreement, Licensee shall pay Railroad:

The sum of **Five Hundred Fifty U.S. Dollars (\$550)**, toward the administrative cost of preparing and processing this Agreement in addition to the one time license fee of **Seven Hundred Fifty U.S. Dollars (\$750)** on or before the Effective Date of this Agreement.

4. Construction, Maintenance

- 4.1 Crossing has been constructed, and hereafter shall be upgraded and maintained at the sole cost and expense of Licensee.
- 4.2 Licensee, at its sole cost and expense, shall construct and maintain all approachways, and keep such approachways in a brush and tree free condition that will not obstruct Crossing. Licensee shall keep the crossing at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to satisfaction of Railroad.
- 4.3 Licensee shall not interfere with, or permit its contractors to interfere with, the drainage of the Lessor's right-of-way and will provide culverts and/or construct such drainage facilities on each side of said Crossing.

5. Operational Safety

- 5.1 Licensee shall use and shall cause its agents, employees, family, servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

6. Term, Termination, Removal

- 6.1 This Agreement shall be and remain in effect as of the effective date first written above and shall continue in effect until terminated by either party given to the other thirty (30) days written notice of such termination.

7. Risk, Liability, Indemnity

- 7.1 Licensee, recognizing that Railroad's operations and any use of railroad property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause.

- 7.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:
- A. all loss of or damage to any other property, including property in the care, custody or control of railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and
 - B. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and
 - C. all claims and liability for such loss and damage and cost and expenses thereof;

8. Insurance

- 8.1 Prior to commencement of any use of the Crossing, Licensee shall procure and shall thereafter maintain during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Licensee under this Agreement naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. Coverage of not less than **Three Million U.S. Dollars (\$3,000,000)** Combined Single Limit per occurrence, for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days notice in writing to Railroad at the address above, prior to termination of or change in the coverage provided.
- 8.2 If said CGL policy is written on a "Claims Made" basis rather than "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to arrange adequate reporting time shall be Licensee's sole risk.
- 8.3 Said Crossing shall not be opened for traffic until said CGL insurance coverage is placed in effect. In the event said CGL insurance is cancelled, or is allowed lapse Crossing shall be subject to immediate closure and removal by Railroad upon notice to Licensee.
- 8.4 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Article and may demand that Licensee purchase insurance deemed adequate by Railroad. Failure of Licensee to comply within thirty (30) days of Railroad's demand shall be an event of default subject to termination as provided for in Article 6.
- 8.5 Furnishing of insurance by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

9. General Provisions

- 9.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

10. Title

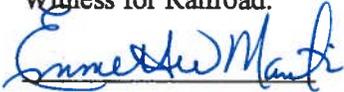
10.1 Licensee shall not at any time own or claim right, title or interest in or to Railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time rise to any title to said property, or any right or interest in Licensee other than the license created hereby.

11. Signals; Traffic Control

11.1 In the event that the need for automatic traffic control devices develop or are required by Licensee any Federal, State, County or Municipal Governmental agency, or by Railroad, the costs of such devices, the installation and continuing maintenance will be at the entire expense of Licensee.

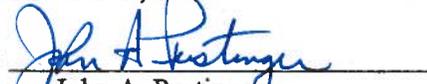
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

Witness for Railroad:



Illinois RailNet, Inc.

By:

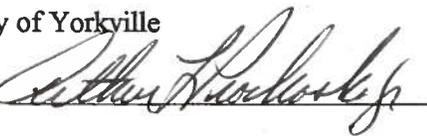

John A. Pustinger
Director-Real Estate

Witness for Licensee:


City Clerk

City of Yorkville

By:


Its: Mayor

Tax Identification Number: E-9995894504



IR Form 7459-GC

APPLICATION FOR PUBLIC ROAD CROSSING

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable Application Fee in the amount of \$750.00 is to be submitted to: Illinois RailNet, Inc., PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147.

1. Complete legal name of applicant City of Yorkville, Illinois
Address 610 Tower Lane
City Yorkville State IL Zip 60560 Telephone (630) 553-4350

2. If incorporated, name state _____

3. Width desired 64'

4. Location of proposed crossing: 536.6 feet West from Milepost 51
City Yorkville County Kendall State IL

5. Must wires or other obstructions be raised for clearance? No

6. State need for crossing, including frequency of use New subdivision ± 900 VPD

7. Is other access available? No If property recently purchased, why was access not obtained from Seller?
Existing private crossing only. Private crossing to be closed.

8. Applicant must furnish map or sketch indicating the above, as well as distance to nearest crossing on each side of proposed new crossing; also any drainage pipes to be placed in Railroad's ditches.

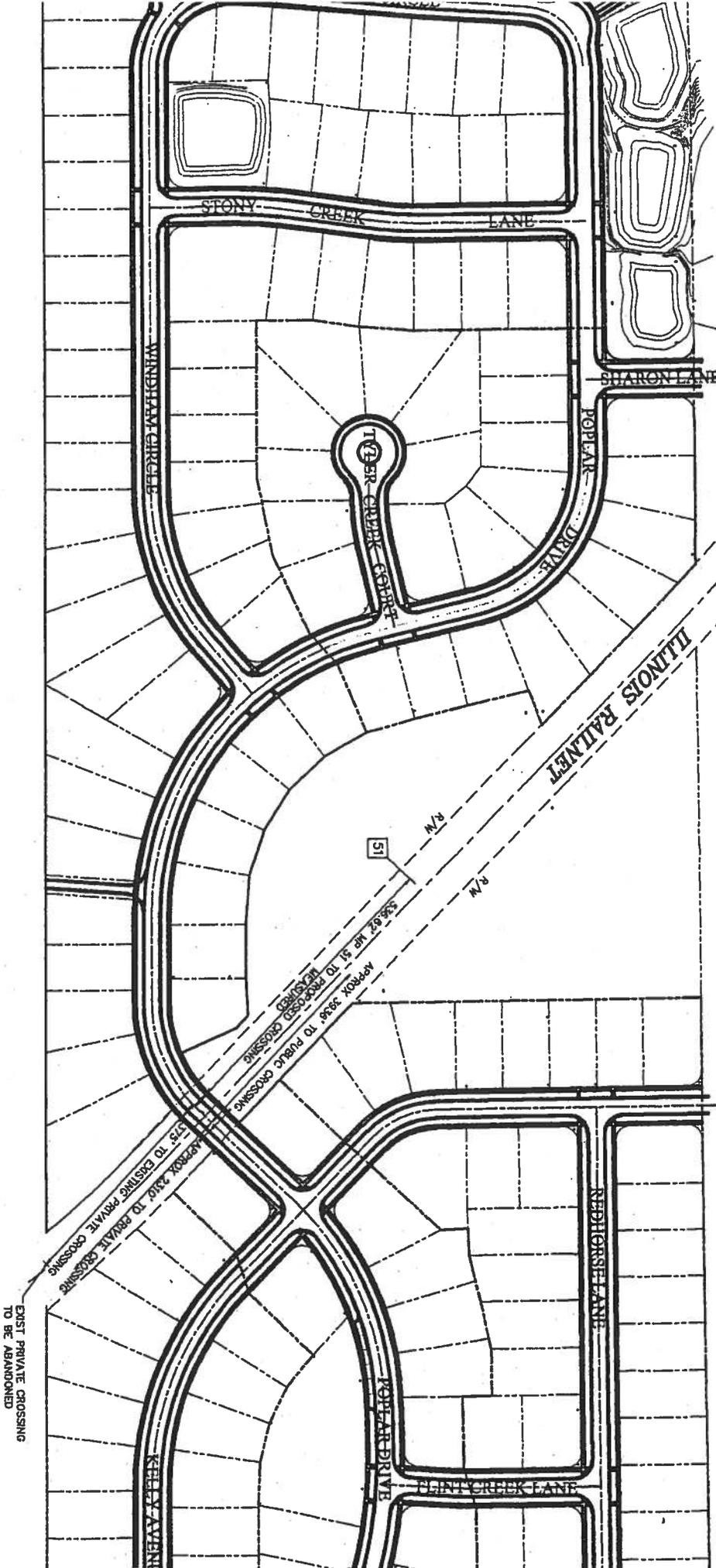
9. Is track in cut of fill? cut If so, what height? ± 2' Number of tracks to be crossed? 1 Is track on curve or tangent? tangent

10. Will automatic protection devices be required? Yes No
Gates are not required per ICC criteria but four (4) quadrant gates will be provided.
Non-refundable Application Fee in the amount of \$750.00 is attached.

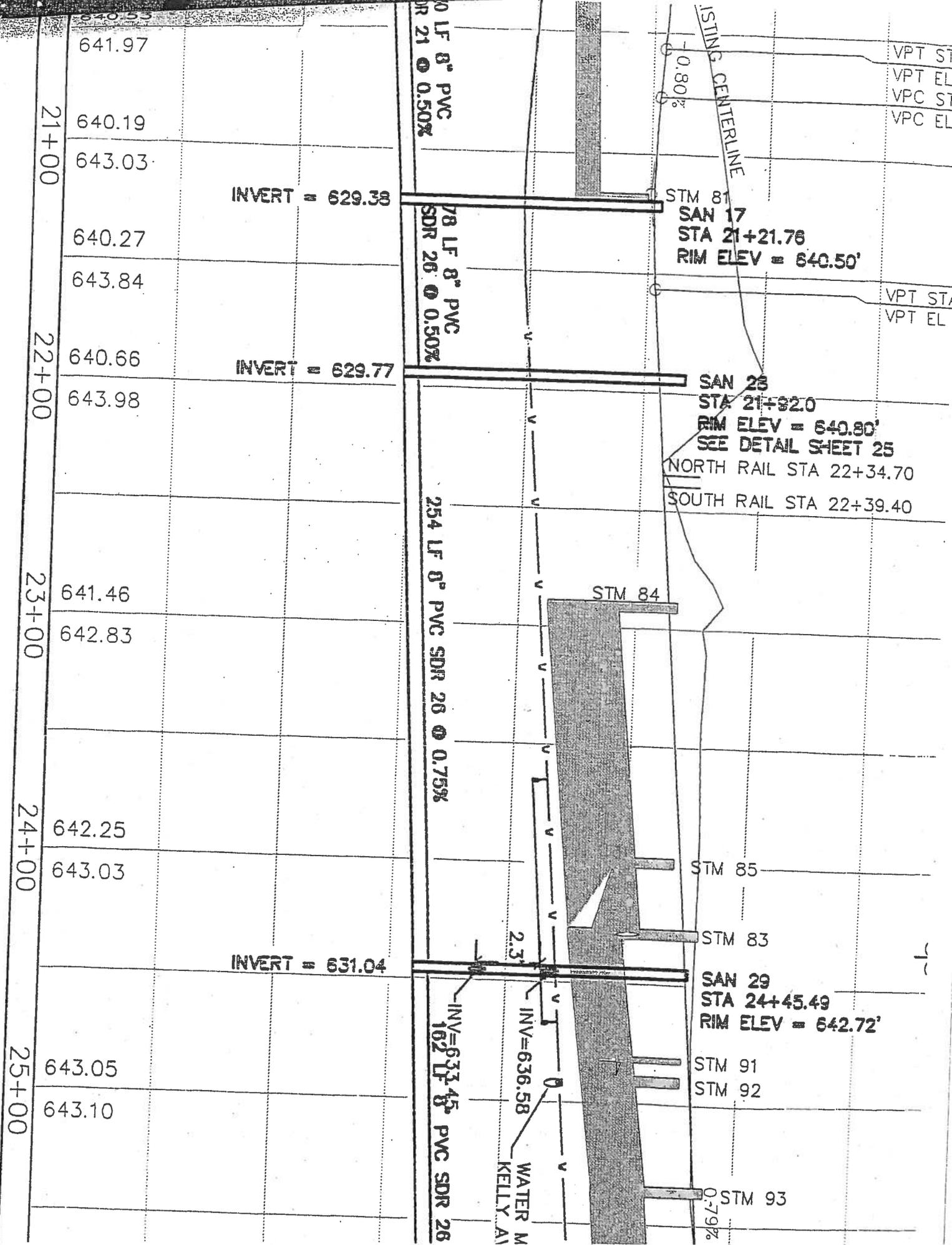
Signed: M. J. [Signature]



LOCATION MAP
SCALE 1"=200'



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VPT ST
VPT EL
VPC ST
VPC EL

EXISTING CENTERLINE
-0.80%

INVERT = 629.33

10 LF 8" PVC
SDR 21 @ 0.50%

78 LF 8" PVC
SDR 26 @ 0.50%

INVERT = 629.77

254 LF 8" PVC SDR 26 @ 0.75%

STM 81
SAN 17
STA 21+21.76
RIM ELEV = 640.50'

SAN 23
STA 21+32.0
RIM ELEV = 640.80'
SEE DETAIL SHEET 25
NORTH RAIL STA 22+34.70
SOUTH RAIL STA 22+39.40

STM 84

STM 85

STM 83

SAN 29
STA 24+45.49
RIM ELEV = 642.72'

STM 91

STM 92

STM 93
-0.79%

INVERT = 631.04

162 LF 8" PVC SDR 26

2.3'
WATER M
KELLY A

21+00
641.97
640.19
643.03

640.27
643.84

22+00
640.66
643.98

23+00
641.46
642.83

24+00
642.25
643.03

25+00
643.05
643.10

#REF!			
#REF!			
Fx Rate	1.000		Total
Taxes	1.070		
Currency	USD		
Project Year	2021		Total Project Capital (161,550)
Finance Rep	Kris Corbit		Total Funding 161,550
Net Unleveraged Cash Flow -			

		payroll burden		33%	
Position	Qty	Rate	ST Hours	OT Hours	Total Cost
Flagging	1.00	\$ 75.00	40	10	5,486
	-	\$ -	-	-	-
					-
					-
					-
Total Internal Labor					5,486

Material	Qty	Rate	Unit	Curr	Total Cost
Rail - 115# New 40' length	160	23	LF	USD	3,680
Cross Ties - 7"x9"x86" IG	20	93.00	EA	USD	1,860
Tie Plates - 5 1/2" Base x 14"	96	18.15	EA	USD	1,742
Spikes - 6" Prime	3	90.00	KEG	USD	270
Anchors - 5 1/2" Base	960	2.40	EA	USD	2,304
Weld Kits - 115#	8	150.00	EA	USD	1,200
Ballast - CA-1	105	48.00	TON	USD	5,040
Sub-Balast CA-6	77	42.00	TON	USD	3,234
Culvert & Couplers - 12"	160	41.00	LF	USD	6,560
Switch Ties - 7"x9"x10"	48	93.00	EA	USD	4,464
Crocrete Crossing Panels - 115#	73	189.00	TF	USD	13,821
Asphalt	50	160.00	TON	USD	8,000
Concrete	6	145.00	YD3	USD	870
Filter Fabric	1	1,400.00	ROLL	USD	1,400
Freight Concrete Panels	2	1,500.00	LOAD	USD	3,000
	-	-	-	USD	-
Total Material					57,445

Inventory	Qty	Rate	Unit	Curr	Total Cost
	-	-	-	USD	-
Total Inventory					-

Contract Services	Qty	Rate	Unit	Curr	Total Cost
Site Excavation	1	13,021.00	LUMP	USD	13,021
Construct and Install Crossing	1	38,441.00	LUMP	USD	38,441
Traffic Control	1	4,824.00	LUMP	USD	4,824
Roadway Approachs	1	19,899.00	LUMP	USD	19,899
Sidewalks and Curbing	1	6,189.00	LUMP	USD	6,189
Make Welds	8	853.00	EA	USD	6,824
Install Ties	20	95.00	EA	USD	1,900
Tie Disposal & Clean Up	1	3,500.00	EA	USD	3,500
				USD	-
Total Contract Services					94,598

Other Capital	Qty	Rate	Unit	Curr	Total Cost
	-	-	-	USD	-
					-
Total Other Capital					-

Taxes	%	Curr	Rate	Total Cost
Sales Tax	7%	USD	1.070	4,021.15
Total Taxes				4,021

Total Project Cost				161,550
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Funding Source	Amount or Percent	Payment Terms	Total Funding
City of Yorkville	100%		161,550
			-
			-
Total Funding			161,550

Net Unleveraged Cashflow				-
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#REF!											
Q1			Q2			Q3			Q4		
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	(161,550)	-
-	-	-	-	-	-	-	-	-	-	(161,550)	161,550
										(161,550)	161,550

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	5,486	-
										5,486	-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	3,680	-
-	-	-	-	-	-	-	-	-	-	1,860	-
-	-	-	-	-	-	-	-	-	-	1,742	-
-	-	-	-	-	-	-	-	-	-	270	-
-	-	-	-	-	-	-	-	-	-	2,304	-
-	-	-	-	-	-	-	-	-	-	1,200	-
-	-	-	-	-	-	-	-	-	-	5,040	-
-	-	-	-	-	-	-	-	-	-	3,234	-
-	-	-	-	-	-	-	-	-	-	6,560	-
-	-	-	-	-	-	-	-	-	-	4,464	-
-	-	-	-	-	-	-	-	-	-	13,821	-
-	-	-	-	-	-	-	-	-	-	8,000	-
-	-	-	-	-	-	-	-	-	-	870	-
-	-	-	-	-	-	-	-	-	-	1,400	-
-	-	-	-	-	-	-	-	-	-	3,000	-
-	-	-	-	-	-	-	-	-	-	-	-
										57,445	-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
										-	-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	13,021	-
-	-	-	-	-	-	-	-	-	-	38,441	-
-	-	-	-	-	-	-	-	-	-	4,824	-
-	-	-	-	-	-	-	-	-	-	19,899	-
-	-	-	-	-	-	-	-	-	-	6,189	-
-	-	-	-	-	-	-	-	-	-	6,824	-
-	-	-	-	-	-	-	-	-	-	1,900	-
-	-	-	-	-	-	-	-	-	-	3,500	-
-	-	-	-	-	-	-	-	-	-	-	-
										94,598	-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
										-	-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	4,021	-
										4,021	-

										161,550	-
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Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-	-	-	-	-	-	-	-	-	-	-	161,550
										161,550	-

										161,550	(161,550)
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Grand Totals														
Surface Length	Rail (lf)	Cross Ties (ea.)	Plates (ea.)	Spikes (keg)	Anchors (ea.)	Welds (ea.)	Ballast (ton)	Sub Ballast (ton)	Culvert (ft)	SW. Ties (ea.)	Panels (tf)	Asphalt (ton)	Concrete (yd)	Filter Fabric
320	160	20	96	3	960	8	105	77	160	48	73.125	50	6	1,120

Crossing Data																	
Street Name	MP	DOT#	Length (tf)	Rail (lf)	Cross Ties (ea)	10' Ties (ea)	Plates (ea)	Spikes (ea)	Anchors (ea)	Ballast (ton)	Sub Ballast (ton)	Panels (tf)	Asphalt (ton)	Welds (ea)	Culvert (lf)	Filter Fabric (sqf)	Concrete (yd)
Poplar Drive	51.17	917526L	80	160	20	48	96	3	960	105	77	73.125	50	8	160	1,120	6
		Total	80	160	20	48	96	3	960	105	77	73.125	50	8	160	1,120	6

1 Site Excavation:

- a) 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is seven (15) feet off each rail.
- b) Remove the existing roadway and sidewalk surfaces covering track.
- c) Remove 80 track feet of track, centered on the roadway centerline.
- d) Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.

2 Construct and Install Crossing:

- a) Construct 80' track panel and box anchor every tie.
- b) Install 2 80' 12" drain culverts one on each side of the panels across roadway.
- c) Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift.
- d) Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (mimimum 12" ballast under the ties)
- e) Install 80' track panel.
- f) Raise track in roadway and 100' each end of crossing 2" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufactures specifications.
- g) Box anchor every tie 195 feet from cuts on both ends of panel.
- h) Divert water from installed culverts to meet existing ditch line

3 Traffic Control:

- a) Put up traffic controls and place public notifications as needed.

4 Roadway Approaches:

- a) Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt (approx. 50 tons)

5 Sidewalks and Curbing:

- a) Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80')

6 Make Welds:

- a) Make 4 welds if using 80' rails. Make 8 welds if using 39' rails.

7 Tie disposal & site clean up:

- a) Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.

NOTE: THIS IS A DRAFT ONLY. PRICES ARE NOT FIRM

NOTE: Contractor will supply all weld kits, filter fabric and asphalt and concrete. Railroad will supply all other materials but will be moved to site from material yard by contractor. Railroad to locate signal wires and test signals when complee.

NOTE: Since there is not other entrance or exit to the sub division there will need to be coordination between railroad, city, and contractor on road closure and access times, pricing not included in estimate

Poplar Drive

51

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#REF!			
#REF!			
Fx Rate	1.000		Total
Taxes	1.070		
Currency	USD	3/6/2022	
Project Year	2022		Total Project Capital (181,838)
Finance Rep	Kris Corbit		Total Funding 181,838
Net Unleveraged Cash Flow			-

		payroll burden		33%	
Position	Qty	Rate	ST Hours	OT Hours	Total Cost
EIC	1.00	\$ 75.00	40	10	5,486
	-	\$ -	-	-	-
					-
					-
Total Internal Labor			-	5,486	

Material	Qty	Rate	Unit	Curr	Total Cost
Rail - 115# New 40' length	320	27.00	LF	USD	8,640
Tie Plates - 5 1/2" Base x 14"	96	18.35	EA	USD	1,762
Spikes - 6" Prime	13	94.00	KEG	USD	1,222
Anchors - 5 1/2" Base	960	2.70	EA	USD	2,592
Ballast - CA-1	105	25.00	TON	USD	2,625
Sub-Balast CA-6	77	19.00	TON	USD	1,463
Switch Ties - 7"x9"x10'	48	95.00	EA	USD	4,560
Crocrete Crossing Panels - 115#	73	205.00	TF	USD	14,991
Filter Fabric	1	1,400.00	ROLL	USD	1,400
Freight Concrete Panels	3	1,700.00	LOAD	USD	5,100
	-	-		USD	-
Total Material					44,354

Inventory	Qty	Rate	Unit	Curr	Total Cost
	-	-		USD	-
Total Inventory					-

Contract Services	Qty	Rate	Unit	Curr	Total Cost
Site Excavation	1	37,324.00	LUMP	USD	37,324
Construct and Install Crossing	1	49,748.40	LUMP	USD	49,748
Traffic Control	1	5,000.00	LUMP	USD	5,000
Roadway Approachs	1	9,250.00	LUMP	USD	9,250
Sidwalks and Curbing	1	8,620.00	LUMP	USD	8,620
Site Cleanup	1	4,000.00	LUMP	USD	4,000
Mobilization/Demobilization	1	14,950.00	LUMP	USD	14,950
				USD	-
Total Contract Services					128,892

Taxes	%	Curr	Rate	Total Cost
Sales Tax	7%	USD	1.070	3,104.80
Total Taxes				3,105

Total Project Cost			181,838
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Funding Source	Amount or Percent	Payment Terms	Total Funding
City of Yorkville	100%		181,838
			-
Total Funding			181,838

Net Unleveraged Cashflow			-
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#REF!						
Q1		Q2			Q3	
Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	(181,838)	-	-
-	-	-	-	-	181,838	-
-	-	-	-	(181,838)	181,838	-

Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	5,486	-	-
Total Internal Labor			-	5,486	-	-

Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	8,640	-	-
-	-	-	-	1,762	-	-
-	-	-	-	1,222	-	-
-	-	-	-	2,592	-	-
-	-	-	-	2,625	-	-
-	-	-	-	1,463	-	-
-	-	-	-	4,560	-	-
-	-	-	-	14,991	-	-
-	-	-	-	1,400	-	-
-	-	-	-	5,100	-	-
-	-	-	-			
Total Material			-	44,354	-	-

Jan	Feb	Mar	Apr	May	Jun	Jul
Total Inventory			-	-	-	-

Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	37,324	-	-
-	-	-	-	49,748	-	-
-	-	-	-	5,000	-	-
-	-	-	-	9,250	-	-
-	-	-	-	8,620	-	-
-	-	-	-	4,000	-	-
-	-	-	-	14,950	-	-
-	-	-	-			
Total Contract Services			-	128,892	-	-

Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	3,105	-	-
Total Taxes			-	3,105	-	-

Total Project Cost			-	181,838	-	-
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Jan	Feb	Mar	Apr	May	Jun	Jul
-	-	-	-	-	181,838	-
Total Funding			-	-	181,838	-

Net Unleveraged Cashflow			-	181,838	(181,838)	-
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Grand Totals									
Surface Length	Rail (lf)	Plates (ea.)	Spikes (keg)	Anchors (ea.)	Ballast (ton)	Sub Ballast (ton)	10' Ties (ea.)	Panels (tf)	Filter Fabric
320	320	96	13	960	105	77	48	73.125	1,120

Crossing Data												
Street Name	MP	DOT#	Length (tf)	Rail (lf)	10' Ties (ea)	Plates (ea)	Spikes (ea)	Anchors (ea)	Ballast (ton)	Sub Ballast (ton)	Panels (tf)	Filter Fabric (sqf)
Poplar Drive	51.17	917526L	80	320	48	96	13	960	105	77	73.125	1,120
		Total	80	320	48	96	13	960	105	77	73.125	1,120

Site Excavation:

1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail.
2. Remove the existing roadway and sidewalk surfaces covering track.
3. Remove 80 track feet of track, centered on the roadway centerline.
4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.

Construct and Install Crossing

1. Construct 80' track panel and box anchor every tie.
2. Clean ditches out to ensure proper drainage into and out of existing culverts.
3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift.
4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (minimum 12" ballast under the ties)
5. Install 80' track panel.
6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet.
7. Install concrete panels per manufacturers specifications.
8. Box anchor every tie 195 feet from cuts on both ends of panel.
9. Make 6 welds as needed.
10. Move materials to and from site.

Traffic Control

1. Put up traffic controls and place public notifications as needed.

Roadway Approaches

1. Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications.
2. Contractor to supply asphalt.

Sidewalks and Curbing

1. Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').

Site clean up:

1. Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.

Mobilization/Demobilization

1. 1 Backhoe
2. 1 Tamper
3. 1 Regulator
4. 1 Roller
5. 1 Rotary Dump, Excavator

Contractor will supply all weld kits, asphalt and concrete as well as utility locates with exception of railroad signals.

Railroad will supply all other materials but materials will be moved to site from material yard by contractor.

Railroad to locate signal wires and test signals when complete.

"D" Construction will be doing all side walk removal and construction as well as asphalt work and signage. D

Construction costs are included in this bid.

NOTE: Since there is no other entrance or exit to the sub division the road will have at least 9' of roadway open at all times as agreed to by the Contractor, Railroad, and City of Yorkville.

City is to provide all required city permits and public notices.

NOTE: Prices are firm for 30 days and upon acceptance of bid by all parties.

Poplar Drive

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Google Earth

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BID**BID****Street Address:** 408 River Avenue**P:** (815) 993-8340**Email:****City, State ZIP Code:** Streator, IL 61364**F:**(848) 210-8594

cctrackworks@hotmail.com

To: Ruben Camacho**C&C BID #:** 220203-1**Address:** Illinois Railway**PROJECT:**

430 West Madison Street Ottawa, Illinois 61350

BID Date: 2/15/2022**BID:** To supply labor, supervision, tools, equipment, and taxes and insurance to perform the following work in **Yorkville, IL Poplar Drive crossing rehab.**

Item	Description	Units	Quantity	Unit Price	Price
1	Site Excavation: 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail. 2. Remove the existing roadway and sidewalk surfaces covering track. 3. Remove 80 track feet of track, centered on the roadway centerline. 4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.	Each	1	\$ 37,324.00	\$ 37,324.00
2	Construct and Install Crossing: 1. Construct 80' track panel and box anchor every tie. 2. Clean ditches out to ensure proper drainage into and out of existing culverts. 3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift. 4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (mimumum 12" ballast under the ties) 5. Install 80' track panel. 6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufacturers specifications. 8. Box anchor every tie 195 feet from cuts on both ends of panel. 9. Make 6 welds as needed. 10. Move materials to and from site.	Each	1	\$ 49,748.40	\$ 49,748.40
3	Traffic Control: Put up traffic controls and place public notifications as needed.	Each	1	\$ 5,000.00	\$ 5,000.00
4	Roadway Approaches: Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt.	Each	1	\$ 9,250.00	\$ 9,250.00
5	Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').	Lot	1	\$ 8,620.00	\$ 8,620.00
6	Site clean up: Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.	Each	1	\$ 4,000.00	\$ 4,000.00
7	Mobilization/Demobilization: 1 Backhoe, 1 Tamper, 1 Regulator, 1 Roller, 1 Rotary Dump, Excavator.	LS	1	\$ 14,950.00	\$ 14,950.00
8					\$ -
9					\$ -
10				\$ -	\$ -
11				\$ -	\$ -
13				\$ -	\$ -
				TOTAL	\$ 128,892.40

NOTE: **Contractor** will supply all weld kits, asphalt and concrete as well as utility locates with exception of railroad signals. **Railroad** will supply all other materials but materials will be moved to site from material yard by contractor. **Railroad** to locate signal wires and test signals when complete. "D" Construction will be doing all side walk removal and construction as well as asphalt work and signage. D Construction costs are included in this bid. **NOTE:** Since there is no other entrance or exit to the sub division the road will have at least 9' of roadway open at all times as agreed to by the Contractor, Railroad, and City of Yorkville. **City** is to provide all required city permits and public notices. **NOTE:** Prices are firm for 30 days and upon acceptance of bid by all parties.

We look forward to providing excellent results for your project.

Cesar R. Hernandez



Concrete Crossings & Railroad Products

Washington, California, Nebraska, Texas, and North Carolina Manufacturing Plants

Home Office: 7304 NE St. Johns Rd. Vancouver, WA 98665

Phone (360) 694-3221 * Fax (360) 694-3882 * Mobile (503) 803-0629

Quotation: Concrete Crossing Panels: **Illinois Railway, LLC**

Customer: <u>Omni TRAX Inc.</u>	Date: <u>2/21/2022</u>
Address: <u>252 Clayton Street, Garden Level</u>	Contact: <u>Tony Simoes</u>
<u>Denver, CO 80206</u>	Phone: <u>306-222-2152</u>
Project: <u>Ottawa, IL</u>	<u>tsimoes@omnitrax.com</u>

Qty.	Description	Unit \$
	Omega Steel-Clad Concrete Crossing Panels. BNSF/UPRR Standard 8' 1-1/2" Lag-Down Panels Designed For Use With 115 RE Rail. Panels Are Constructed Using Air Entrained 6000+ psi Concrete Mix, Two Mats #5 ASTM A706 Rebar Reinforcement, 3" X 3" X 3/8" Steel Angle Frames, Pre-Attached Rubber Flangeway Filler (Replacable), Non-Conductive Gauge Panel Shunt Break, Stainless Steel Lifting Eyes, Skid-Resistant Finish, And Liquid Membrane Concrete Cure & Sealant. Designed For Use on 10' Wood Ties Spaced 19 1/2" on Center For Tangent Track, See Omega Drawings For Custom Curved Panels. ALL STEEL, CONCRETE, AND RUBBER PRODUCTS ARE MADE IN THE USA.	
284.375	284.375 Track Feet - 35 Sets Main Line Standard Tangent 8.125' Lag-Down Panels Sandy Hollow 65' / South Main 146.25' / Poplar 73.125'	\$205.00
5	Estimated Freight: 5 Flatbed Loads / Price per Load	\$1,700.00
1	Price Includes Domestic 3/4" X 12" Twin-Lead Lag Screws	\$0.00
	Optional: Steel End Deflector Plates (\$475 Per Set). Set Covers Both Ends Crossing	
	Note: Due To Unpredictable Fuel Prices, All Freight Rates Are Subject To Change At The Actual Time of Delivery	
Total:		\$66,796.88

Delivery: <u>Current Lead Time 3 Weeks From Order</u>	Terms: <u>Net 30 Days</u>
Quote By: <u>Mark Mottola</u>	Title: <u>Nat. Sales Manager</u>

Thank you for the opportunity to bid on this job, if you have any questions please feel free to call.
Please note that quotations are valid for thirty (30) days from submittal date. Sales tax not included.



ATLANTIC TRACK
We're All In.

Sell To:

Omnitrax
* Email invoices *
Omnitrax-invoices@avidbill.com
Glendale, CO 80246

Ship To:

Omnitrax
491 Poplar Drive
Yorkville, IL

SalesPerson

Rob Beard
Cell: (630) 430-6514
Office: (800) 323-6256
E-Mail: robb@atlantictrack.com

Ship Via Truck Prepaid
Delivery FOB Yorkville, IL
Lead Time From Stock
Terms Net 30 Days

Line	Quantity	Unit	Description	Unit Price	Total Price
1	4	Each	New 115RE Rail 80'00 SS Blank	2,135.00	8,540.00
2	96	Each	New DS Tieplates 5-1/2" Base*P Plan 8, 8-Hole, 7-3/4x14	18.35	1,761.60
3	1,000	Each	New 115RE Rail Anchor Drive On, Lewis LT-1	2.70	2,700.00
4	13	Keg	New Track Spikes 5/8x6, MC Prime, 100# Kegs (120pcs/kg)	94.00	1,222.00

Quote subject to the terms and conditions that can be found at <http://atlantictrack.com/terms-conditions>
Prices are based on current fuel surcharges and are subject to adjustment upon shipment and vehicle availability.
Prices are firm for 7 days. If project is not awarded in 7 days, please call to re-confirm pricing.
No tax of any kind included in quote. Material quoted subject to prior sale.



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

Mayor's Report #5

Tracking Number

PW 2021-22

Agenda Item Summary Memo

Title: Single Axle Dump Truck Price Increase #2

Meeting and Date: City Council – March 22, 2022

Synopsis: Proposed second price increase for single axle dump truck chassis from
manufacturer

Council Action Previously Taken:

Date of Action: CC – 11/23/21 Action Taken: Approved amendment to authorize purchase of a Peterbuilt 348 chassis to a Peterbuilt 548 chassis

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 16, 2022
Subject: Dump Truck Price Increase #2

Summary

The truck manufacturer, PACCAR, has implemented a second price increase to our single axle dump truck. This will increase the cost by \$2640.

Background

This truck was originally approved on 3/23/21 by the city council as part of a package of vehicles proposed by Public Works. The cost of the chassis at that time was \$93,533. I have attached the original memo for your review.

Staff brought forward the first price increase in November and it was passed by the City Council on 11/23/21. This was a large price increase of \$18,127 that was due to material shortage and supply chain issues. This brought the price of the chassis to \$111,660. I have attached the original memo for your review.

PACCAR is now stating that there is another price increase of \$2640 per unit due to excessive price increases in microchip processors, and other materials, labor shortage, surcharges, and production inflation. This increase will bring the price of the chassis to \$114,300.

As you can see from the attached email that I received on Thursday March 10, 2022 the manufacturer only gave us until Monday March 14, 2022 to decide if we wanted to accept the price increase or terminate our order. I accepted the increase knowing that this held our place in line until such time as this matter could come before the City Council. If the City Council does not wish to accept the price increase, I am sure the manufacturer will terminate our contract with no penalties as they would have no problem building that truck for someone else.

If approved, staff will adjust the proposed FY23 budget accordingly to reflect the increase in price.

Recommendation

I recommend accepting the price increase of \$2640 for the single axle dump truck that is being purchased through JX Peterbilt of Rockford, IL. The new total price of the chassis will be \$114,300.



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: March 16, 2021
Subject: Capital Purchases – PW Capital Discussion

Summary

Discussion of FY2021 Vehicle and Equipment Purchases.

Background

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

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

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

Equipment Purchase

1. Model: John Deere 4066R With Loader
Price: \$41,414.17
Expected Delivery: 4-6 weeks
Quote: Exhibit A

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

2. Model: Toro Z-Master 5000 Lawn Mower
Price: \$11,300. (7% increase over last year per vendor)
Expected Delivery: 4-6 weeks
Quote: Exhibit B

Addition to the fleet to assist in mowing.

3. Model: Caterpillar 930M Wheel loader
Price: \$153,580.00
Expected Delivery: Usually 6-8 weeks. Could be longer if demand is higher
Quote: Exhibit C

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

4. Model: SP300 Dual Spray Squeegee Sealcoat Machine
Price: \$54,034.50
Expected Delivery: 4-8 weeks from order date
Quote: Exhibit D

New addition to the fleet to maintain trails and parking lots.

5. Model: LineLazer 5900 Striping machine
Price: \$8,500.00
Expected Delivery: Immediate
Quote: Exhibit E

Replacement for current unit that does not have laser guidance or the ability to stripe dual lines.

6. Grapple bucket for wheel loader
Price: \$15,000
Expected Delivery: Immediate
Quote: Waiting for quote, will provide when available.

Vehicle Purchase

1. Model: 1 Ton Truck with Plow (proposing 2 trucks)
Price: \$114,000 – includes utility boxes and snow plows.
Expected Delivery: unknown. Could be August, could be later
Quote: Exhibit F

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

2. Model: Peterbuilt 348 Single Axle Cab & Chassis
Price: \$216,000 - includes equipment needed to outfit the vehicle.
Expected Delivery: 10-12 months from order date
Quote: Exhibit G

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

3. Model: Rehabilitation of two (2) 2007 International dump trucks
Price: \$150,000 – includes box replacement, sandblasting and painting of steel parts, new spreader, new brine tank system, new strobe lights, new hydraulic block and lines and new plow for one of the units.
Expected Delivery – 3-6 months after approval.

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



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: November 15, 2021
Subject: PW truck purchase amended authorization

Summary

Staff is asking to amend an authorization for a truck purchase that was approved by City Council on March 23, 2021. At the time, City Council authorized \$93,533, staff is requesting an amendment to \$111,660. The amendment will not necessitate a budget amendment since no expenditure will be until FY23.

Background

On March 23, 2021 the City Council authorized the purchase of a Peterbilt 348 cab/chassis as part of a new dump truck purchase. The authorization was for \$93,533 to JX Truck Center of Rockford, IL. This authorization included \$1210 for extended warranty. The actual truck cost was \$92,323. I have attached the minutes for your review.

Since that time, the supply chain issues, material supply issues, and labor issues have worsened, and trucks have become scarcer. When we originally ordered the truck, we were told that if we ordered the older model style, which is the 348, we would have more of a chance to get one within a year instead of ordering the new model which is a 548. The trucks were the same price, we were just told that availability of the 348 was going to be more prevalent. That turned out not to be true, we are now being told that we will be getting the 548 model with the exact same specifications as our original model, and it will not be ready until sometime in the second half of the year.

In addition to a different model truck, we were also told that there will be a price increase of \$18,127 bringing the new cost of the truck to \$110,450. When we add back in the cost of the extended warranty which is \$1210, the total price of the new cab/chassis will be \$111,660. I have attached a letter from Peterbilt that explains their position, an email from our local salesperson showing the cost increase, and the original quote from Peterbilt for your review.

Recommendation

I recommend amending the authorization from \$93,533 to \$111,660 to JX Peterbilt of Rockford, IL.

From: [Connie Swenson](#)
To: [John Sleezer](#)
Cc: [Eric Dhuse](#)
Subject: March Surcharges
Date: Thursday, March 10, 2022 1:33:01 PM

Hello John,

I left you a voicemail regarding surcharges, recently announced by Peterbilt. I'd like to discuss these in more detail at your convenience. I have also copied Eric as well.

The transportation industry continues to be challenged by unprecedented and escalating economic conditions. This prolonged environment has resulted in cost increases that have far exceeded original expectations. These raw material and component cost increases are driven by, but not limited to, excessive price increases for microchip processors, steel, aluminum, oil, resins, and rubber. Factors further contributing to cost increases include the impact of industry wide labor shortages, inbound freight surcharges, the expediting of components to keep the factory running, and the highest production inflation in nearly 40 years.

Recognizing the impact to our customers, Peterbilt and PACCAR have worked to mitigate these increases while continuing to maintain factory production and customer deliveries to meet unprecedented levels of demand. However, because of this continued volatile and inflationary environment, it is necessary for Peterbilt to implement a pricing surcharge on 2023 model year trucks.

Your net change increase will be \$2,640 per unit.

The previous announced Medium Duty \$750 surcharge will be superseded by this increase.

You have the option to accept or decline the surcharges, but must do so no later than 3/14/2022. If no response is received, your order will be terminated and JX Truck Center will release you from all contractual obligations.

We realize the unprecedented challenges presented in the marketplace and will continue to inform you as conditions become known. Should further

surcharges, or the removal of them, be announced we will provide prompt notice when available

We appreciate your understanding.

Connie

Connie Swenson | Sales Executive

JX Truck Center-Rockford

[4260 Linden Rd | Rockford, IL 61109](#)

Direct: 262.709.3324 | Cell: 815.222.5786

www.JXE.com | **Your Partner for the Long Haul!**



Follow me on Facebook at Connie JX Swenson, Instagram at conniedeliversjxpeterbilt, and LinkedIn at Connie Swenson

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4260 Linden Road, Rockford, IL 61109

Peterbilt Motors Company
Contract #081-716-PMC

Date: March 5, 2021

To: United City of Yorkville
Attn: John Sleezer
610 Tower Lane
Yorkville, IL 60560

Dear John,

JX Truck Center - is pleased to present the following proposal for
(1) New 2022 Peterbilt 348 single axle cab & chassis with the attached specifications:

Peterbilt 348 stock chassis List Price:	\$143,897
Sourcewell Discount:	35.00%
Sourcewell Chassis Price:	\$93,533
Total Chassis Price:	\$93,533

Sourced Goods:	
PX9 Engine (5yr/100k) Ext Warranty:	\$1,450.00
PX9 Aftertreatment (5yr/100k) Ext Warranty:	\$740.00
Allison (5yr total, 3 year standard) Ext Warranty	\$482.00
Pre-delivery inspection/Fuel/Def/undeck:	\$495.00
Detailing/Delivery:	\$475.00
IL Doc Fee:	\$300.00
IL Title and Municipal Plate	\$158.00
Total Sourced Goods:	\$4,100.00 (total dealer items)

Proposal Total: \$97,633.00 (Chassis to be paid on delivery to dealer from Peterbilt Motors)

Sincerely,

Connie Swenson

Connie Swenson | Sales Executive
JX Enterprises, Inc
Cell: (815) 222-5786
cswenson@jxe.com | *Your Partner for the Long Haul,*



Peterbilt II-Rockford (R120)
 4260 Linden Road
 Rockford, Illinois 61109

United City of Yorkville
 610 Tower Ln
 Yorkville, Illinois 60560
 United States of America

Connie Swenson
 Cell Phone: NULL
 Office Phone: (815)874-3433
 Email: cswenson@jxe.com

John Sleezer

Vehicle Summary

	Unit		Chassis	
Model:		Model 348	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs):	23000
Description 1:		SA Plow	G.C.W. (lbs):	60000
Description 2:		Ref 709097		
	Application		Road Conditions:	
Intended Serv.:		Snowplow	Class A (Highway)	90
Commodity:		Other Commodity	Class B (Hwy/Mtn)	10
	Body		Class C (Off-Hwy)	0
Type:		End Dump	Class D (Off-Road)	0
Length (ft):		16	Maximum Grade:	6
Height (ft):		10.5	Wheelbase (in):	175
Max Laden Weight (lbs):		1000	Overhang (in):	45.8
			Fr Axle to BOC (in):	69.8
	Trailer		Cab to Axle (in):	105.2
No. of Trailer Axles:		0	Cab to EOF (in):	151
Type:			Overall Comb. Length (in):	259
Length (ft):		0		
Height (ft):		0	Special Req.	
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0003481	S	Model 348 The Model 348 was designed to exceed the rigid demands of Class 7 and Class 8 specialty application markets that require rugged durability and a wide range of optional content. The Model 348 represents a multi-dimensional performer with a GVW from 33,000 to 66,000 lbs. and optional capacity ratings to suit almost any vocation. The 348 is also available in a specifically designed all-wheel-drive configuration. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 348 is in a class by itself.	108,550	10,610
0091200	S	Other Commodity	0	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0519180	O	11-5/8" Steel Rails to 444" 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	1,162	416
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	348	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	365	0
0613090	S	Three-Piece Crossmembers	0	0
0620530	O	FEPTO Provision 27.8in Bumper Extension Includes Crankshaft Adapter Plate and Stationary Grille. Requires FEPTO Bumper.	1,421	86
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	Omit Rear Mudflaps and Hangers	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
Front Axle & Equipment				
1011890	O	PACCAR Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	1,632	170
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	1,328	119
1233110	O	Power Steering TRW THP60 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	939	54
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	254	2
1354845	S	PHP10 Iron PreSet Hubs	0	0
1380280	O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	230	10
1380490	O	PACCAR Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	0	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	26	0
Rear Axle & Equipment				
1513180	O	Dana Spicer S23-190 23,000 lb Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-226	94
1616290	O	PHP10 Aluminum PreSet PLUS Hubs	380	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	28	15
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2



Sales Code	Std/Opt	Description	\$ List	Weight
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680550	O	Upsize Parking Brakes	126	0
1680795	O	Diff Lock, Single Drive Axle with Speed Interlock	874	30
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1686348	S	Single Drive Axle (Model 348)	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1705570	O	Ratio 5.57 Rear Axle	0	0
1811210	S	Peterbilt Air Trac 23,000 lb Light Weight	0	0
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	52	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	35	2

Engine & Equipment

2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	3,420	0
		N21350 C121 64....Maximum Accelerator Pedal Ve		
		N21370 C128 64....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 5.....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21630 C190 80....High Ambient Temperature Thr		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		

Price Level: July 1, 2020

Deal: SA Plow

Printed On: 3/5/2021 8:18:22 AM

Date: March 05, 2021

Quote Number: QUO-788606-M2J7X9



Sales Code	Std/Opt	Description	\$ List	Weight
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21500 C395 0.....Expiration Distance (N209)		
		N21320 C399 120...Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		
		N21420 C401 10....Maximum Active Distance (N20		
		N21330 C402 0.....Expiration Distance (N207)		
2091305	O	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140010	O	Belly Pan	137	35
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	86	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA	261	62

Price Level: July 1, 2020

Deal: SA Plow

Printed On: 3/5/2021 8:18:22 AM

Date: March 05, 2021

Quote Number: QUO-788606-M2J7X9



Sales Code	Std/Opt	Description	\$ List	Weight
		Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.		
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	99	4
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	216	3
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	374	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	O	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	65	0
2921160	S	Spin-On Fuel/Water Separator	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	58	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	4	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	405	29
3381770	O	Curved Tip Standpipe(s)	42	0
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	453	-2



Sales Code	Std/Opt	Description	\$ List	Weight
Transmission & Equipment				
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	10,517	195
4210080	S	1710 HD Driveline, 1 Midship Bearing	0	0
4250320	U	PROGRAMMING ALLISON SNOWPLOW	0	0
4250650	O	LH PTO Access Dipstick Tube Routing,Allison Trans	0	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	16	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252950	O	Omit Allison Neutral At Stop	0	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256980	O	Seat Mounted Lever Shifter	1,305	0
Air & Trailer Equipment				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	185	-2
4520420	O	Pull Cords All Air Tanks	7	0
4540420	S	Nylon Chassis Hose	0	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	123	-45



Sales Code	Std/Opt	Description	\$ List	Weight
		factory installation. See ECAT to determine number or location of air tanks installed.		
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	132	4
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	438	15
Tires & Wheels				
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	505	86
5169310	U	RR: BR 16ply 11R22.5 M799	1,272	0
5190004	O	Code-rear Tire Qty 04	0	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	451	-36
5320710	O	RR: Alcoa 882677 22.5X8.25 High Polish Aluminum. High polish finish on both sides as applicable. Finish options for heavy-duty trucks, 2.5 lbs. weight savings, new hub bore with less metal to metal contact to hinder corrosion with a maintained half dual space and load rating.	618	-100
5390004	O	Code-rear Rim Qty 04	0	0
5407640	O	FF: Mirror Polish Wheels, Outer Surface Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts.	65	0
5407650	O	RR: Mirror Polish Wheels, Outer Surface, Single Drive without chrome wheel nuts. Mirror polish outer surface of outer wheel.	251	0
5409325	O	Wheel Guards, Single Axle Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	13	0
5410140	O	FF: Dura-Bright Finish Outer Surface of Outer Wheel, requires Polished Option	233	0
5410150	O	RR: Dura-Bright Finish-Single Axle Outer Surface of Outer Wheel, requires Polished Option.	233	0
Fuel Tanks				
5554100	O	26" Aluminum 70 Gallon Fuel Tank LH U/C	236	11



Sales Code	Std/Opt	Description	\$ List	Weight
		Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.		
5602070	O	Location LH U/C 70 Gallon	0	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655019	S	DEF Tank Small 11.1 Gallon Capacity	0	0
Battery Box & Bumper				
6010670	O	Aluminum Space Saver Battery Box LH BOC Battery access from side	217	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121060	O	Steel Bumper Swept Back Painted Black, With FEPTO Two tow pin holes and step plates on top of bumper	342	90
Cab & Equipment				
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0	0
6540120	O	Severe Service Cab Package #1 Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.	151	39
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	19	2
6800360	O	Rubber Fender Lips 2" Wide	96	8
6911700	S	National Driver Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0	0
6921700	S	National Passenger Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0	0
6931130	O	Seat Belt Color Red IPO Standard Black	10	0
6939400	S	Air Ride Driver	0	0
6939420	S	High Back Driver	0	0
6939470	S	Vinyl Driver	0	0

Price Level: July 1, 2020

Deal: SA Plow

Printed On: 3/5/2021 8:18:22 AM

Date: March 05, 2021

Quote Number: QUO-788606-M2J7X9



Sales Code	Std/Opt	Description	\$ List	Weight
6939510	S	Non-Air Ride Passenger	0	0
6939520	S	High Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	95	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036120	S	Interior Gray/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0	0
7210430	O	Extended Rear Window ipo Std Window-Day Cab The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.	68	18
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7230060	S	1-Piece Curved Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	89	4
7330700	O	Peterbilt Comfort Control - Cab	21	6
7560100	O	Mirrors SSTL Each Side Heated and Motorized with Switch on Door.	368	2
7560850	O	(2) Convex 8 Inch SSTL Mirrors Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	266	4
7564110	S	Power Package Includes power door locks and power windows.	0	0
7610020	O	(1) Air Horn 15" Painted Mounted under cab.	178	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	317	10
7725710	O	Standard Speaker Package For Cab	116	4

Price Level: July 1, 2020

Deal: SA Plow

Printed On: 3/5/2021 8:18:22 AM

Date: March 05, 2021

Quote Number: QUO-788606-M2J7X9



Sales Code	Std/Opt	Description	\$ List	Weight
		(2) Speakers		
7728040	O	Bluetooth Phone and Audio	54	0
7728050	O	USB Port	54	0
7788140	O	Radio Antenna Mounted on LH Mirror Bracket	34	0
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	40	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7851780	O	CabMate Cab Air Suspension Mfg by Link. The class 8 conventionals (except Model 348) includes (2) airbags, (2) shock absorbers, (1) leveling valve, radius rod, and height limiter. The Models 330, 337, and 348 includes (1) airbag and (1) shock absorber.	1,287	15
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	17	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	54	8
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8075690	O	Dual Output Sensors For Road & Engine Speed Terminals routed to back of cab / front of sleeper	60	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0
8133470	O	Switch & Wiring for F/O Beacon/Strobe Switch and wiring for furnished by owner beacon / strobe, 10' coiled wire back-of-cab / back-of-sleeper, at rear sill.	67	2
8133960	O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	60	0
8134070	O	(2) Additional Dome/Reading Lights, Ceiling Mtd	49	0



Sales Code	Std/Opt	Description	\$ List	Weight
8140120	S	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	0	0

Paint

8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0753EY RED N85500 CAB ROOF L0753EY RED N85300 FENDER L0753EY RED N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0753EY RED	0	0
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Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0

Miscellaneous

9409831	O	2021 EPA Emissions Engine Warranty Only	0	0
9481975	O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	1,450	0
9481987	O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	740	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$143,897
Marketing and Service Support Fee	\$875
Prepaid Freight	\$2,450
Total Surcharge/Options Not Subject To Discount	\$2,190
Total Weight	12,076

Prices and Specifications Subject to Change Without Notice.



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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QUOTATION

Quote Number: 210326

Quote Date: Mar 3, 2021

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Viking-Cives #080818-VCM

Quoted To:

City of Yorkville
610 Tower Lane
Yorkville, IL 60560
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		<p>SOURCEWELL CONTRACT PURCHASE:</p> <hr/> <p>CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 080818-VCM CONTRACT MATURITY DATE: 10/29/2022 CONTRACT ITEM NUMBERS: SWH-TK0554, SW-TK0115, SW-SP04 15, SW-SR0400, SW-SR0425, SW-CEO125, NJ2500</p> <hr/> <p>MUNICIPALITY:</p> <hr/> <p>SOURCEWELL MEMBER NUMBER: 99259 MUNICIPALITY: City of Yorkville DEPARTMENT: Street Department CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: 630-553-4370 EMAIL: jsleezer@yorkville.il.us</p> <hr/> <p>QUOTE SUMMARY:</p> <hr/> <p>NUMBER OF UNITS: One DESCRIPTION: Snow & Ice control</p>		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		<p>equipment for current model year single axle Peterbilt Chassis. (PRICE DOES NOT INCLUDE CHASSIS) CHASSIS SUPPLIER: JX Peterbilt</p> <hr/> <p>EQUIPMENT DELIVERY TIME FRAME:</p> <hr/> <p>Allow 120 days for all equipment to be in stock at Lindco after receiving your purchase order. Allow 60-90 days to complete unit, once all equipment and the chassis is at Lindco.</p> <hr/> <p>CHASSIS REQUIREMENTS:</p> <hr/> <ul style="list-style-type: none"> * 20" front frame extensions * Stationary grill * Plow light harness to grill and switch in dash * Transmission dip stick located on curbside of transmission * Allison 3000RDS series transmission * Dash mounted push button shifter for transmission * Active ground speed hook up for spreader control 		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00		* 105" useable cab to axle * Minimum of 40" clean side frame from back of cab to front of rear spring shackle on driver side. * Fire extinguisher * Triangle reflector kit * Individual driver and passenger seats * Minimum of 50 gallons fuel when delivered to Lindco * Dep tank 3/4 filled when delivered to Lindco <hr/> PER UNIT PACKAGE PRICE: <hr/> ** Price for all the below below quoted equipment, fully installed. (Price does not include chassis) ** Package price does not include the below options A and B. ** Price does not include pick up of chassis or delivery of completed unit. <hr/> OPTIONAL EQUIPMENT THAT CAN BE ADDED TO THE ABOVE BASE PRICE: <hr/> OPTION A:	113,063.00	113,063.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		Henke Model PPW-9-TE-29/30-TW Mid Mounted Postless Wing Plow * 9' wide * 29" high at toe * 36" high at heel * 12.65" of float * 23" x 12" HD parallel arm structure with 3" x 10" x 2" double-acting lift cylinder * Cylinder safety lock valve * Non-trip wing moldboard/post hinge assembly * Standard 3/4" x 6" cutting edge * Cirus hydraulic for wing plow * Hoses, Fittings, Stainless Tubes and Stainless Quick Couplers. * Labor to Install unit complete ADD.....\$ 16,299.00 TO ABOVE BASE PACKAGE PRICE OPTION B: 9' Trip edge with toe 34" high and heel at 51" high in lieu of the above ADD.....\$2,427.00 TO ABOVE BASE PACKAGE PRICE _____ EQUIPMENT WARRANTY: _____		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	SLT-316-11-CS90-York	<p>* All equipment has a 12 month warranty on parts and labor.</p> <hr/> <p>DUMP BODY:</p> <hr/> <p>Heil SL Body Ashaplt style Rear Body, 11' L, 28" H sides, 36" H tailgate, 7 GA "201 2B" stainless steel sides & ends, 1/4" AR400 floor, crossmemberless,</p> <p>DIMENSIONS:</p> <ul style="list-style-type: none"> * 11' long at floor * 10' long at top * 84" wide I.D. * 96" wide O.D. * 60" high front wall * 36" high sides (7 cubic yards capacity) * 42" high tailgate (9 cubic yard capacity) <p>CONSTRUCTION:</p> <ul style="list-style-type: none"> * 7 gauge, "201 2B stainless steel" sides, front wall and tailgate * 1/4" AR400 floor <p>TAILGATE:</p> <ul style="list-style-type: none"> * Lindco air release * Lindco air release solenoid valve mounted in reservoir valve enclosure. * Three panel double acting tailgate "201 2B" 		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		stainless steel" * Lindco handles on upper tailgate pins for ease of removing and installing * Stainless steel tailgate chains, long enough for laying down gate flush with floor * All stainless steel tailgate linkage, rods, pins, upper and lower tailgate hardware * 18" x 18" center sliding coal door with driver side extended handle CAB SHIELD: * Lindco 1/2 enclosed cab shield, 7 gauge "201 2B stainless steel" * Fully enclosed cab shield with access panels on top * Two (2) oval cut out facing forward on each side for strobes. * One (1) oval cut out on each side for strobes * One (1) oval cut outs on each side facing rearward for strobes SIDES: * Boxed top rail "201 2B stainless steel" * One (1) horizontal side brace on each side * 7 gauge "201 2B stainless steel" sloping rubrail * No side braces		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		REAR CORNER POST: * Sloping rear corner post (12" difference from top to bottom) * Full depth rear corner post w/rear apron "201 2B stainless steel" * Lindco rear corner posts are fully-enclosed w/removal access panel underneath on each side * Lindco three (3) oval cutouts in each rear corner post UNDERSTRUCTURE: * All 7 gauge "201 2B stainless steel" construction * Crossmemberless understructure HOIST: * CS90-4.5-3DA telescopic front mounted hoist, double-acting (power up & power down) * 18 ton capacity * Dog house in body * Frame mounted body hoist prop * Hoist cradle * Rear hinge assembly LADDER AND GRAB HANDLE: * All items constructed of "201 4B shiny stainless steel"		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		* Grab handle at front on driver side * Fold up ladder at front driver side <hr/> REAR FENDERS AND FLAPS: <hr/>		
1.00	SR2436B	Boomerang 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded white into flap.		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
		* Mud flaps mounted behind rear wheels * Swing style brackets		
1.00	MIN1400BP	Minimizer MIN1400 Quarter Fender Kit Black with Post Mount		
		* Mounted in front of rear wheels		
		<hr/> LIGHTING & ELECTRICAL ITEMS: <hr/>		
		REAR JUNCTION BOXES: Phoenix 10-Pole Junction Box		
2.00	PH-310	* One mounted on each side on back side of rear hinge assembly. * Right side will have all S/T/T, Back up		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		lights and back up alarm wired into junction box. * Left side will have all strobes and spreader lights wired into junction box. * All wiring installed in junction box must have eyelets installed. * Junction boxes will be di-electric greased WIRING: * All wiring will be one piece, no butt connectors or scotch locks. * All connections must be di-electric greased * All lighting will terminated in rear junction boxes * Wiring from junction box or coming from front to rear will run down middle of frame on stainless steel flat stock with stainless steel fasteners. * All wiring ran down front of body will be in stainless steel piping. * All wiring ran from front of body to rear, under body will be in stainless steel piping. * All wiring from junction box will terminate to switches in cab. * All circuit breakers, fuses, relays, electric valves (air tailgate) will be installed in valve enclosure.		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	510	* All wiring will have protective loom installed. * All wire pass through holes will be grommited BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC. * Install on rear hinge assembly * Wired to junction box with S/T/T an back up lights * All connections to have eyelet connectors * Connections to be di-electric greased		
4.00	KTLEDW2238-24A	CAB SHIELD LIGHTING UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. * Installed in front of cab shield on each side		
2.00	KTLEDW2238-24A	UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. * Installed on each side of cab shield		
2.00	KTLEDW2238-24A	UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. * Installed in outer ovals on rear for cab shield * Strobes wired to left side junction box * Strobe wiring from junction box to switch in cab * All wiring ran from cab shield through		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		stainless steel piping to rear of vehicle. * Any lighting wire not in the stainless steel will be in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased REAR CORNER POST LIGHTING:		
2.00	KTLEDW2238-24A	UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. * Installed in top oval on each side		
2.00	54682	Grote LED S/T/T & B.U. Light, 6" oval		
2.00	67090	Grote Pigtail Economy 3 Wire 90 Degree S/T/T		
2.00	67011	Grote two-wire plug-in pigtail for female pin lamps		
2.00	92420	Grote Oval Rubber Grommet * Installed in center oval on each side		
2.00	KTLEDW2238-24A	UBLights 6" oval, strobe, amber, class 1 LED. Includes grommet & pigtail. * Installed in bottom oval on each side * Strobes wired to left side junction box * Strobe wiring from junction box to switch in cab * S/T/T/Back up lights wired to right side junction box. * All lighting wiring will be in protective loom * All connections to have eyelet connectors		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



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QUOTATION

Quote Number: 210326

Quote Date: Mar 3, 2021

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
2.00	MWL-19	* Connections to be di-electric greased SPREADER LIGHT: Maxxima LED clear work light * Installed on each side under body * Wired to left side junction box * Spreader light wiring from junction box to switch in cab * All lighting wiring will be in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased PLOW LIGHTS: J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair) Buyers stainless steel plow light brackets, extended for 2 post mount lights * Hood mounted * Wired to plow light switch in cab * All weld burns on plow light brackets must be cleaned prior to installing on hood. * All wiring installed in protective loom * Connections to be di-electric greased BODY UP SWITCH & LIGHT: Preco Switch, water resistant, 5 amp rating, 360 degree movement, can be wired open or closed, maded of ABS plastic, adjustable mounting bracket.		
1.00	0552243			
1.00	PLB12SS			
1.00	SWM 43C			
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	0800850	Imperial LED indicator light - red * Body up switch installed on hoist cradle, driver side * Light installed in control console * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased		
1.00	175-S0-080-2	MASTER CIRCUIT BREAKER: Chief 80 amp high amp circuit breaker. * Mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased		
1.00	140-0379	RELAY: TST 75 amp relay, 12V bracket. * Mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased		
1.00	101004	AIR TAILGATE VALVE: Velvac Solenoid Operated Tailgate Lock Kit w/solenoid valve, 3.5" I.D. x 6" stroke air cylinder, clevis hardware, faceplate. * Air valve mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	DC-3200	* Connections to be di-electric greased * All air line from chassis to valve to valve to cylinders at rear. BODY VIBRATOR: Cougar Dump Body Vibrator 12 volt DC, 3200 lbs of force, 85 amps, 4000 RPM, Includes mounting kit, wiring kit, switch * Mounted on channel support * Stainless steel safety chain attached * All wiring ran under body in stainless piping * All vibrators solenoids/fuses, etc. mounted in valve enclosure		
1.00		PINTLE HOOK: Lindco 5/8" Pintle hook plate * Back side of pintle hitch reinforced with 1" x 1" x 3/8" angle * Pintle hook is wrapped with 1 1/4" x 3/16" flat stock * 5/8" gussets installed on each side of pintle hitch to frame * Chassis S/T/T lights recessed into pintle hitch * Trailer plug installed in pintle hitch		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
2.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D. * Welded on for chains		
1.00	PH30	Buyers 30 ton rigid mount pintle hook		
1.00	054002	Velvac 7-Way Blade Type Socket * Installed in pintle hitch * Wired to right side junction box * All wiring installed in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased		
1.00	49122	Grote SuperNova thin-line LED red bar lamps.		
1.00	60321	Grote license lamp w/stainless steel bracket. * Installed on pintle hitch * Wired to right side junction box * All wiring installed in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased		
1.00		HYDRAULIC SYSTEM: CIRUS CENTRAL HYDRAULIC SYSTEM PER YORKVILLE REQUIREMENTS: POWER TAKE OFF AND PUMP:		
1.00	PTO7005	Chelsea 890 PTO/ALLSION/HS-EXT/L/15T/B2 or		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	0800850	B4/CW/3000:113/ARR-5, power take off		
1.00	HYD40001	Imperial LED indicator light - red Sauer DanFoss S45 pump/75cc/CW/RP/15SP/B2 loaded sense pump * Driver side mounted * PTO wired to switch in console * All wiring installed in protective loom * Connections to be di-electric greased		
1.00	HYD10008151	RESERVOIR/VALVE ENCLOSURE AND VALVE: Cirrus 35 gallon symmetrical enclosure/tank combo, constructed of stainless steel.		
1.00	HYD1000894	Cirrus bolt kit for hybrid PVG32 with internal return EC		
1.00	HYD10008151	Cirrus 35 gallon symmetrical enclosure/tank combo, constructed of stainless steel.		
1.00	HYDRFK-SAE20-PV32	Cirrus 14.5" internal return hose kit-PV32		
1.00	HYDCM2	Cirrus ASPW 3F CC hydrid inlet-PVG 32-T0-M		
1.00	HYDCe5	Cirrus PVG32-T0-35GPM/DA/LS 500A/Max B relief EA for hoist up-down		
2.00	HYDCe13	Cirrus PVG32-T0-20GPM/DA/no relief EA for plow up-down & right-left		
1.00	HYDCo2T	Cirrus internal tank return end cover-PVG 32 (T0 & Non-T0)		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	HYDCM2e5e13x202T	Cirus CC Sauer Danfoss (PVG) hydraulic assembly		
1.00	HYD10019EXT18-M12	Cirus Temp/Level Sensor-3/4" Mtg-35g VTC-18" w/M12 connection		
1.00	HBV200	Buyers 2" Ball Valve - Full Flow		
45.00	Hydraulic Oil	Hydraulic Oil		
1.00	UG 620M2	CONTROL CONSOLE: Cirus Master Assy Plow Control, Hoist up-down, Plow up-down & right-left, flip arm seat mount		
1.00	000907	Cirus seat mount "L" bracket		
1.00	000961.58-Assy	Cirus slimline 6 enclosed assy w/angled cover + HDMI * Controls will be mounted after Lindco/Customer pre-build meeting at Lindco.		
1.00	N0SSRXM7K00FAT	SPREADER CONTROL: Cirus SpreadSmart Rx M 7" color KP-FA spreader control * Auger w/sensor cable * Spinner * Pre-Wet (central) w/sensor cable		
1.00	000950.8-Assy	Cirus 7" RAM display mount assembly-7.3 height for spreader control		
1.00	RWSO1001M	ROAD WATCH: Cirus RaodWatch for SSRx mini		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		* Sensor mounted on driver side		
		CONSOLE SWITCHES:		
1.00	N0N12HHS0SFAB	Cirus 12 switch hammerhead S for FA accessory control		
1.00	WIRE PKG	Cirus wiring package for switches & indicators		
1.00	SW/IND PKG	Cirus switch & indicator package		
		CABLES:		
1.00	TS-2031	Cirus 8 Port IP 68 Hyd OutPut Cable---6 Meter (19.7 ft)		
6.00	TS-2020	Cirus hydraulic cable M12 to Deutsch 29"		
1.00	TS-2018	Cirus 4 port hydraulic valve junction box		
3.00	TS-2020	Cirus hydraulic cable M12 to Deutsch 29"		
1.00	TS-8000	Cirus Main Truck Sensor Cable-9 pin--10 meter (32.8ft)		
1.00	TS-8001	Cirus 4-Port Senor Jnc Bx-9 pin-2.8 meter 9 ft.		
1.00	TS-2005	Cirus 57" sensor cable M12 to M12w LED-auger		
1.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter		
		PRE-WET:		
1.00	PPM-HC	Cirus Pre-wet pump Mod-Hyd Closed loop		
1.00	LISC SG06080015	Certified Power 240 gallon behind the cab prewetting system. Includes (2) 120 gallon tanks, stainless mounting frame, hold down straps and mounting hardware.		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	00002 332 39	Swenson V-box flush kit		
1.00	00002 332 09	Swenson 1-1/2" female quick fill kit		
1.00	ELCA SG07070122	Certified Power Poly Float with BH Corded Plug		
1.00	ELCA SG0705064 1	Certified Power harness, MIC BH male 22 awg. 4.		
1.00	UB623518	Buyers 18" U-Bolt Kit, (4) Square bend U-Bolts 5/8", (8) 5/8" HEX nuts, (8) 5/8" split lockwashers, (4) 1/2" thick tie bars * Tanks with body		
1.00	EXTEND WARRANTY	HYDRAULIC EXTENDED WARRANTY: Cirrus Extended Warranty Package - 2 years - Starts on ship date STAINLESS STEEL HYDRAULIC TUBES FOR DUMP HOIST:		
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings * One (1) line mounted to the underneath of the body for hoist power down. * One (1) line mounted down frame for hoist power down.		
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing STAINLESS STEEL HYDRAULIC TUBES FOR SALT SPREADER:		
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings * One (1) line mounted down frame for spinner pressure		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
6.00	A2-12.7-A	* One (1) line mounted down frame for auger pressure		
1.00	12-065 304W/FJX-108"	PCI HD Series Clamps for 1/2" tubing Mid-State 3/4"x9' 304 S/S Line with fittings		
3.00	A3-19-A	* One (1) line mounted down frame for return for spinner and auger PCI HD Series Clamps for 3/4" tubing STAINLESS STEEL HYDRAULIC TUBES FOR SNOW PLOW:		
4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings * One (1) line mounted under cab on driver side for plow angle right * One (1) line mounted under cab on driver side for plow angle left * One (1) line mounted under cab on driver side for plow up * One (1) line mounted under cab on driver side for plow down		
12.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
1.00		HOSES/ADAPTORS/FITTINGS: Hose adaptors, Hose ends and Other Fittings		
1.00		Hydraulic hoses * No hose length is to exceed 6' in length * Hose protection at all wear points SNOW PLOW HYDRAULIC COUPLER:		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	10-932-2001	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".		
1.00	10-932-2051	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2".		
4.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16		
4.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37 * Female coupler mounted to underside of front bumper on driver side * Male coupler mounted to plow hoses * Coupler docking station mounted on plow		
2.00	10-932-2001	CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".		
2.00	10-932-2051	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2".		
8.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16		
8.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37 * One (1) coupler mounted under body on passenger side for auger pressure & return * One (1) coupler mounted under body on driver side for spinner pressure & return * Couplers installed on spreader spinner		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:

City of Yorkville
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Yorkville, IL 60560
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
2.00	4HF4-S	and auger short hoses		
2.00	H4F4-S	Dixon 1/2" female stainless steel coupler		
4.00	4HDP-H4DC	Dixon 1/2" male stainless steel nipple		
		Dixon 1/2" Dust Cap/Plug		
		* Stainless steel couplers for lift cylinder		
		SNOW PLOW:		
1.00	42R11-RMB-ECT-CPF	Henke Road Warrior Reversible Snow Plow: 11' wide x 42" high, integral shield, mailbox cut out, dul compression spring trip moldboard, UQH quick hitch.		
		* 11' wide		
		* 42" high		
		* 10 gauge steel moldboard		
		* Mailbox cut out on curbside		
1.00		* Winter Equipment curb guard on curbside		
1.00		* Double 5/8" thick top punch cutting edges		
1.00		* Plow jack stand		
		* Plow angle cylinder cushion valve		
		* UQH quick hitch swivel plate with stops		
		* Deflector hardware		
1.00	3512144	"Lindco" Snow Deflector 12"		
1.00	1308110	S.A.M. 36" blade guides		
		SNOW PLOW TRUCK HITCH:		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

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Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	6236000	Henke Plow Hitch, UQH truck portion, lo-profile design, folding lift arm, level left chain style with 3/8" chain links		
1.00	6236903	Henke Lift Cylinder 4X10X2 DA w/ Strap		
2.00	W4P03596	Schmidt "Z" bracket-connect frame to plow 3.25" x 5.5" x 1/2" thick (Each)		
1.00		Lindco custom Peterbilt side plates * Lindco will reuse Peterbilt factory bumper		
		SALT SPREADER:		
1.00	00002 463 84	Swenson SADS tailgate spreader w/ 18" poly spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher, sensor motor. * 304 2B stainless steel * 6" auger * Direct drive auger motor * Standard side height * Stainless steel quick detach mounting hardware		
1.00		Short Hose Kit		
1.00		Stainless steel pre-wet spray bar installed in auger trough		
1.00		** Yorkville designs spreader stainless steel		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
		side spill shields		
		CAMERA SYSTEM:		
1.00	A4693	Brigade color camera kit complete with VBV-770D-000N 7" LCD color monitor, VBV-701C color camera and 66' cable		
1.00	MSF5001 Camera	Camera system box w/ram adjustable bracket, stainless steel.		
1.00	MSF8470037000-LR	Camera Wash (1) nozzle for single camera. Does not include tubing kit. MSF5010 or reservoir or reservoir cover		
1.00	MSF5010	Camera Wash 30' tubing kit complete with air and washer		
1.00	MSF8470038000A	Camera Wash nozzle kit * Camera mounting will be determine during customer pre-built meeting * Monitor mounting will be determine during customer pre-built meeting		
		PAINT & UNDERCOATING:		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black		
1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	4/2/21	Net 30 Days	30970

Quantity	Item	Description	Unit Price	Amount
1.00	PAINT-MISCEL	plates, bumper and lift cylinder black		
1.00	Under Coat	Paint Miscel		
		Under coat dump body		
		MISC., FREIGHT & LABOR:		
2,559.20	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.		
3,219.00	FREIGHT	FREIGHT		
260.00	INSTALLATION	Lindco Installation Labor Hours		
			Subtotal	113,063.00
			Sales Tax	
			TOTAL	113,063.00

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HIGH PERFORMANCE PRODUCTS FOR TRUCKS



PLOWS / WINGS / SCRAPERS / SPREADERS

HENKE®

AN ALAMO GROUP COMPANY

PARALLEL LIFT PLOWS

HENKE®

henkeimg.com

When superior plowing performance, ease of operation and all around safety is important, these plows are the #1 solution.

- > **Level lifting at all angles**
- > **Follows the contours of the road smoothly and effectively** without the bouncing and chatter experienced with traditional plow
- > **Safe/easy to operate and maintain**
 - Easy to connect/disconnect (1 person job)
 - One common cylinder for lift and reversing
 - Flat plate hitch is safe: no hazards created by protruding hitch arms
 - Plus the flat plate hitch allows the plow to mount closer to truck and it provides better ground clearance
- > **Multiple trip styles available:** Full, slotted, torsion, compression

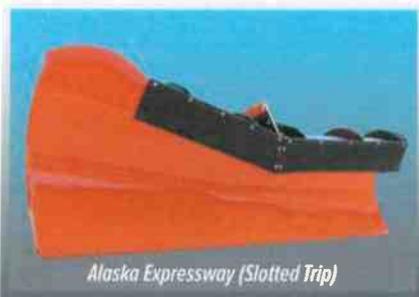


ADVANCED TECHNOLOGY
AND FEATURES

ULTIMATE PERFORMANCE

PLOW STYLE	Moldboard*	Trip Styles*	Lengths (ft)	Heights(in)**
STRAIGHT	10 ga, Poly-lined Steel, 304 Stainless Steel	Full Trip, Slotted Trip, Torsion Trip, Compression Trip	10, 11, 12, 14	30, 36, 41, 48
J PLOW	10 ga, Poly-lined Steel, 304 Stainless Steel	Torsion Trip	10, 11, 12	30, 36, 41, 45, 48
EXPRESSWAY (Batwing, Dual Discharge, Alaska Expressway)	10 ga, 3/16	Slotted Trip	10, 11, 12	Varies
FUNNEL/ONE-WAY	10 ga, 3/16	Slotted Trip	10, 11, 12	Varies
FOLDING-V (FVX)	10 ga	Compression Trip	10, 11, 12, 14	41
AIRPORT	10 ga, 3/16	Torsion Trip, Rubber Cushions***	Varies	50, 62/50/62

*Not all sizes are available with all materials and trip styles. **Not all heights are available in all lengths. Common lengths and heights are listed, others are available upon request. ***Rubber cushions are not a trip style.



Alaska Expressway (Slotted Trip)



Alaska Expressway (Slotted Trip)



Straight (Full Trip)



Batwing Expressway (Slotted Trip)



Dual Discharge Expressway (Slotted Trip)



Funnel/One-Way (Slotted Trip)



Folding-V FVX (Compression Trip)



J-Plow (Torsion Trip)



Airport (Rubber Cushion)



PUTTING IT ALL TOGETHER

Henke offers a wide variety of commonly used truck hitches and truck attachment kits to fit just about any plow hitch being used, anywhere in the country. The following include the most popular hitches that we sell.

- > Flat Plate Hitches
- > SQH Adapter Hitches
- > UQH Hitches
- > Universal Pin-On Hitches
- > QCP Hitches
- > Husting Hitches
- > Quick Link Hitches

HENKE'S FLAT PLATE HITCH IS BY FAR THE BEST CHOICE FOR YOUR FLEET. SAFE, EASY TO USE, LESS WEAR AND TEAR ON THE TRUCK'S FRONT AXLE.

- > Allows users to remove the plow and adapter hitch when not in use
- > Flat plate weighs significantly less than a typical truck hitch
- > Faster to hook up/un-hook plows
- > Better ground clearance than traditional hitches
- > Increased safety.

HENKE'S SQH ADAPTER HITCH CONNECTS A FOLD-DOWN, TELESCOPING ARM TO YOUR FLAT PLATE HITCH



STANDARD SQH ADAPTERS ARE AVAILABLE IN THESE CONFIGURATIONS:



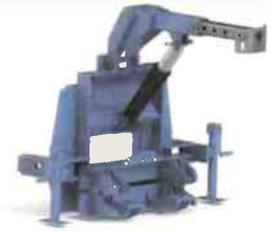
Universal Quick-Hitch (UQH)



Universal Pin-On



QCP Hitch



Quick Link Hitch



SHIFT TO THE HIGHER STANDARD



HENKE'S MODULAR PLOW SYSTEM - Flexibility to build the best plow for your application

With **over 100 years of experience making snow plows**, Henke has developed a standardized plow line that gives you the flexibility to build the plow you need. By combining different options for height, width, profile, pushframe, trip, hitch, and running gear, you can easily create a highly customized "standard" plow.

- > Henke's moldboards with chain style level lift (or optional sliding level lift) **keeps the plow level** while our **integral snow shield prevents snow from blowing over the top** of the moldboard.
- > **Henke's Grade 50 Steel is 39% stronger** than A-36 Steel.
- > Henke's **Road Safe pushframe provides maximum strength** and prevents bottom angle bending. **Cylinders are located above the pushframe for protection** against road debris and ease of maintenance.



From the urban core to the steepest mountain passes, Henke's Road Warrior Plow will conquer your toughest challenges

	SELECT:	STYLES	MATERIALS	LENGTHS (ft)	HEIGHTS
1	MOLDBOARDS	Straight Expressway Funnel/One-Way	Grade 50 Steel 304 Stainless Poly-Lined Steel	10 11 12	Varies by Style
2	PUSHFRAMES	Road Safe [®] Tube Table ^{®*} Parallel Lift ^{®**}	Standard: 119.5" 6 Ribs Heavy Duty: 119.5", 8 Ribs	*Road Safe frame prevents bottom angle bending. Cylinders above frame. **Not available with all moldboard shapes and sizes.	
3	TRIPS	ECT EST EXT SLT SSTE	External Compression - Spring Enclosed Springs - EST (Single) or DEST (Dual) Extension Spring - 6 Springs or 8 Springs Slotted Trip - Spring-in-Spring Square Spring Trip Edge		
4	LIFT SYSTEMS		Standard Lift: 2 Chain level lift design Sliding Level Lift: Improved Performance as plow is angled Parallel Lift: True level lifting as plow is angled and raised or lowered		
5	OPTIONS: <i>Many options are available. A few common ones are listed.</i>	Various Wear Components; Various Running Gear (Runner Shoes, Steel Wheels, Pneumatic Running Gear, Mushroom Shoes - standard or spring loaded) Single or Dual Mouse Ears; Mailbox Cut; Jack Stand; Rod Markers			

V-PLOWS

TACKLE AND DOMINATE HEAVY SNOW

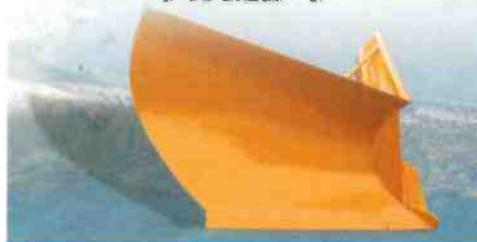
FOLDING V FVX



The Henke FVX is **ideal for urban/city plowing**, especially for areas with lots of cul-de-sacs and roundabouts. The FVX adjusts to scoop, vee or reversible plowing positions for maximum versatility. FVX is available with Henke's Parallel Lift System or Chain Lift. 41" tall moldboards are 10 ga, Grade 50.

Plow Width (ft)	Width/Swath (in)	Straight	Angled	Ve	Scoop
10	Overall Width	123.26	111.68	116.77	106.60
	Plowing Swath	123.26	101.37	105.89	96.85
11	Overall Width	135.26	126.6	126.6	116.43
	Plowing Swath	135.26	115.72	115.72	106.68
12	Overall Width	147.26	136.43	136.46	126.26
	Plowing Swath	147.26	125.55	125.55	116.51
14	Overall Width	171.26	156.09	151.00	145.91
	Plowing Swath	171.26	145.21	140.69	136.17

FIXED V



The Fixed V-10's unique blade curvature helps **bust through drifts and deep snow to open roads**. 52" nose height, 86" rear height.

- > **Rugged construction** - 10 ga, Grade 50 moldboard, plus reinforced channels for maximum support
- > Three easily-accessible running gear assemblies provide easy adjustment without tools.

POLY FLEX PLOW

EASILY TRANSFORMS WHILE IN OPERATION: Right or Left Discharge, Tall Front Push or Snow Shield Curl



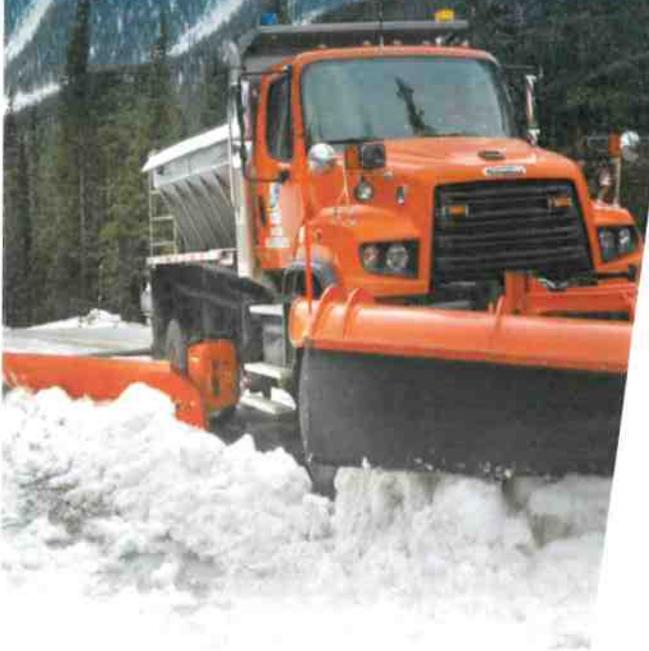
THE MOST FLEXIBLE WAY TO MANAGE SNOW REMOVAL

When you need to combine the advantages of a one-way plow with a reversible plow, Henke's Poly Flex Plow is the answer. This highly adjustable, can be manipulated to handle multiple snow clearing challenges.

- > **Hydraulically adjustable** on the fly
- > **UHMW Polymer** moldboard, will not crack at low temperatures or upon impact
- > **Torsion Trip Edge** easy to adjust and to maintain
- > **Dual Reversing Cylinders**, nitrided rods
- > **Dual Moldboard Contouring Cylinders**
- > **Swivel Feature** to follow road contours
- > **11', 12' and 14' Lengths**, multiple options

TRUE FLOAT WINGS

POSTLESS PATROL WING
ELIMINATES CHATTER



HENKE®

henkemfg.com

Henke's parallel lift link doesn't bind up like traditional "slide style" wings. The unique true float, non-trailing design reduces wing chatter and increases effectiveness at cutting through packed snow and ice.

- The MOST vertical float of all postless wings
- More durable than traditional slide style wings
- Available in full trip, trip edge, and non-trip models
- Truck hitch compatibility (front mount only):
 - Non tilt, Manual tilt or Power tilt
- Multiple mounting locations:
 - Front-mount
 - Mid-mount with rear attachment mounted forward of tires, behind tires, or between tandems
- Moldboard heights:
 - Tapered (29" intake, 36" discharge)
 - Straight (31")

Mounting Locations	Benching Heights (in)	Trips	Lifts	Pushbeams
Front	14.5	Full Trip Trip Edge* Non Trip	Front** Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual
Mid	12.5	Full Trip Trip Edge* Non Trip	Front** Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual

*Add 5" to moldboard heights **Front lift is available with single pushbeam only

The **ONLY TRUE-FLOAT, NON-TRAILING WING ON THE MARKET**



[Learn more about it in our video on YouTube.](#)



AVAILABLE IN BOTH FRONT AND REAR LIFT



Front Lift Single Pushbeam
(shown with spring cushioned pushbeam)



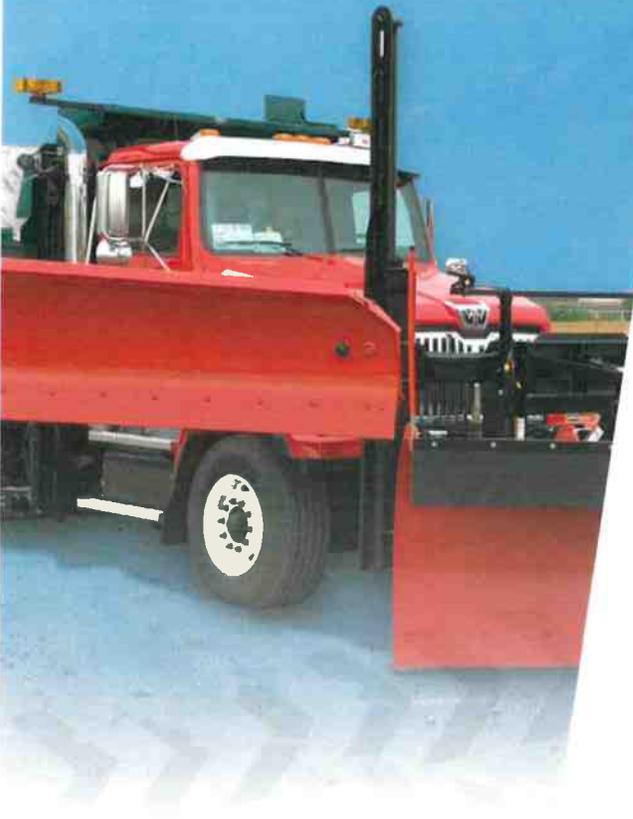
Rear Lift Single Pushbeam
(shown with hydraulic adjustable pushbeam)



Rear Lift Dual Pushbeam
(shown with spring cushioned pushbeam)

SLIDE POST WINGS

MID-MOUNT AND FRONT MOUNT WINGS DESIGNED TO FUNCTION IN ALL KINDS OF ENVIRONMENTS



We recognize that not all plowing situations are the same for every customer. Henke works with you to determine the best wing system for your truck and environment. The chart below illustrates a few of our most popular wing selections.

- > Moldboard heights:
 - Tapered (29" intake, 36" discharge)
 - Straight (31")
- > Rear posts available with 48"/68" bench height wings:
 - 34" slide + cable lift
 - 48" slide + hydraulic lift
 - Fixed rear + hydraulic lift

Mounting Locations	Benching Heights (in)	Trips	Lifts		Post Style
Front	18	Full Trip* Trip Edge** Non Trip	Front Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual	All Hydraulic
	34	Full Trip* Trip Edge** Non Trip	Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual	All Hydraulic
	48	Full Trip* Trip Edge** Non Trip	Rear	Spring Cushioned Dual	All Hydraulic
	68	Full Trip* Trip Edge** Non Trip	Rear	Spring Cushioned Dual	Cable Lift
Mid	18	Full Trip* Trip Edge** Non Trip	Front Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual	All Hydraulic
	34	Full Trip* Trip Edge** Non Trip	Rear	Spring Cushioned Single Hydraulic Adjustable Single Spring Cushioned Dual	All Hydraulic

BUILT TO PERFORM

*Full trip is not available with front lift **Add 5" to moldboard height



For enhanced operating capability, combine one of Henke's front plows (parallel or traditional lift) with postless or hydraulic wings.



UNDER BODY SCRAPERS

ADD Hardcore Scraping Action to Your Fleet



A GREAT ALL-SEASON WORKHORSE – REMOVES HARD PACKED SNOW AND ICE; GREAT FOR GRAVEL & SHOULDER ROAD MAINTENANCE

Built strong, built to last, Henke's Under Body Scrapers will provide years of service with minimal maintenance. A 1" heat-treated carbon steel moldboard is available in two models – Power Reversing or Fixed Angle.

Henke Model	Lengths (ft)	Heights (in)	Actuating Cylinders	Reversing Cylinders	Mounting Options
Power Reversing	10, 11, 12	15.5, 17, 20	Two 3" bore with 2" nitrited rods	Two 4" bore with 2" nitrited rods	Four heavy duty legs, or Two heavy duty plates
Fixed Angle	10, 11, 12	15.5, 20	One or two 3" bore with 2" nitrited rods	N/A	Three or four heavy duty legs

POWER REVERSING UBS:

- > Solid 2.5" hinge shaft and four (4) hinge-anchor points
- > Hangerboard circle clamps 102 sq-in, with poly wear pads
- > One piece circle, 1" thick solid steel with 5" center pin
- > Crossover relief valve for reversing cylinders
- > Down pressure relief valve for actuating cylinders
- > ½" x 6" SAE 1084 high carbon steel cutting edge (standard)

HENKE'S UNDER BODY SCRAPERS SUPPLY ENOUGH FORCE TO REMOVE HARD PACKED SNOW AND ICE WITHOUT DAMAGING THE ROAD SURFACE

SEVERAL OPTIONS OF CUTTING EDGES AND WEAR GUARDS ARE AVAILABLE, PLUS THESE GREAT ADD-ONS:

- > 12" bolt-on extensions adds extra swath (20" moldboard only)
- > Manual reverse option available
- > Remote grease line for 5" center pin
- > Spiral greased groove hinged shaft (makes shaft removal easier)



**BACKED WITH FIRST RATE SERVICE AND
OUTSTANDING WARRANTY PROTECTION**

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henkemfg.com

HENKE®

AN ALAMO GROUP COMPANY



HENKE CHANGES THE GAME WITH OUR EXCLUSIVE REMOVABLE/REPLACEABLE CONVEYOR CARTRIDGE

The replaceable cartridge in our innovative HXC Spreader is the easiest conveyor system on the market to service or repair.

BEST ROI FOR V-BOX SPREADERS ON THE MARKET

The modular design of the removable cartridge reduces cost of ownership by providing longer service life of the main structure and hopper. Just replace a worn out cartridge conveyor vs. replacing the WHOLE unit.

FLEXIBILITY TO USE DIFFERENT CONVEYOR SYSTEMS IN 1 UNIT

Choose between a pirtle chain, single 9" auger or dual augers. This gives you the control and versatility you need for use of specific materials and spreading applications.



SPECIFICATIONS
304 stainless steel construction
Available in 9' - 15' lengths
Fully replaceable conveyor system
Remote chain tensioning
Spinner deflectors are adjustable without tools
Unique telescoping discharge chute for even high-flow rates
Built-in hydraulic lockout systems on all auger spreaders
Spinner drive "shed" prevents clogging & fouling in the chute
integrated safety features allow tool-free access for routine maintenance



The ONLY V-BOX spreader with a removable conveyor cartridge, the easiest to maintain, most cost-effect solution available.

WE GIVE YOU OPTIONS

- > Spinners are available in poly or steel versions
- > Adjustable Spinner Chutes are available with dumpover and tilt-up options
- > Safety options- light bars, reflective tape
- > Stationery or swing-up ladder
- > Hopper vertical extension available for increased capacity
- > Top grates, rib mounted rollers, bumper guard, front and side spill shields



HENKE'S VERSATILE, MODULAR SYSTEM IS DESIGNED TO GIVE YOU THE BEST SOLUTION FOR YOUR APPLICATION

LEARN MORE, WATCH THE HXC VIDEOS ON OUR YOUTUBE CHANNEL



AN ALAMO GROUP COMPANY

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henkemfg.com



THE ULTIMATE CHOICE FOR EASY MAINTENANCE AND SUPERIOR PERFORMANCE



UNIQUE MULTI-POSITION COVER/BACKPLATE
Henke's UTS-9 features 4 different settings from fully closed to fully open in a 90° flat position. This gives you the easiest position to clean and maintain the 9" auger and spreader unit.



SET-BACK POSITION FOR INCREASED MATERIAL CAPACITY
Opening the spreader to the set-back position allows for additional tailgate swing giving you increased material capacity.



SAFETY LOCK-OUT DEVICE
Safety is important at Henke Manufacturing, the UTS-9 is designed to disengage the motor when gaining access to the auger. Additionally, our exclusive side mounting plates limit access during operation.



BETTER MATERIAL FLOW BY DESIGN
Our sloped rear apron helps shed material from the dump body into the conveyor trough and helps prevent material build-up. This increases your operating uptime and decreases needed cleaning.



DESIGNED TO BE EASY TO MAINTAIN AND PREVENT DOWNTIME
The offset motor mount makes maintenance a snap while preventing material build-up on the shaft which can prematurely blow a seal.



FOLD FORWARD CLEAN OUT
The first step in using the fold forward clean out is to disengage the safety lock-out device. The spinner assembly stays attached giving you quick and easy access.



ALL-SEASON USE
The optional berm chute gives you the flexibility to disperse aggregate.

SPECIFICATIONS
Body is designed to fit below the dump bodies tailgat with outside widths ranging from 94" - 96" Unit overall width: 96" Approximate weight: 66lbs
Heavy-duty 70gauge cover/backplate and trough with 1/4" endgates
9" diameter carbon steel auger. Auger shaft is tapped at one end to allow installation of speed sensor
3 heavy-duty latches keep cleanout door securely sealed
20" polyurethane spinner disk is adjustable front-to-back and side-to-side and can be removed without tools
Auger motor is offset from hopper body to prevent damage to seal
Quick disconnect mounting kit with 1/4" pins



[Check out our product demo video on YouTube](#)

A DEDICATED TEAM THAT DELIVERS

Listening to our customers helps us understand the unique challenges they're faced with. That, in turn, helps our engineering and manufacturing team use their expertise to design solutions that perform beyond specs and expectations.

When you call on HENKE, you'll receive first rate service backed by a team of seasoned industry professionals. With HENKE, **your** concern is **our** concern and we do everything we can to create a successful outcome for you.

HENKE'S HXC Cartridge Spreader, The only V-Box Spreader on the market with a removable conveyor system, designed to be easy to maintain and cost-effective for the long haul.

[Learn more about it in our YouTube video](#)



HENKE®

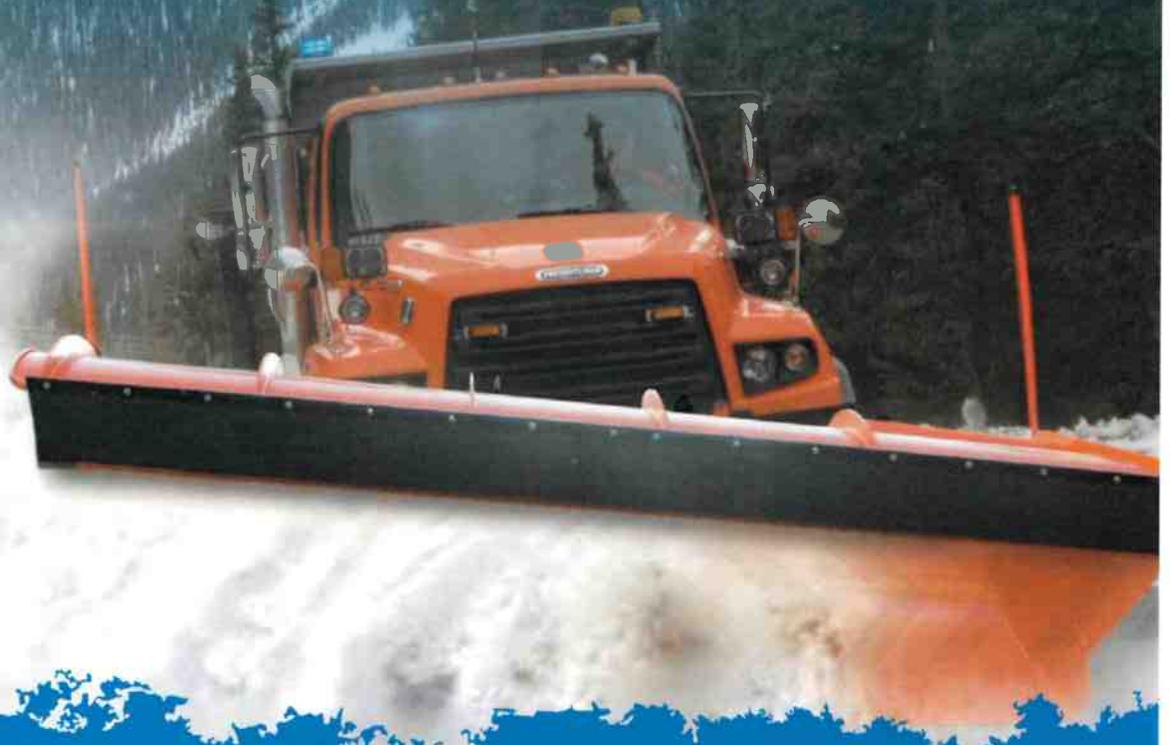
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HENKE: ENGINEERED TO GIVE YOU THE BEST

BUILT WITH THE CUSTOMER IN MIND

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VISIT HENKE ON YOUTUBE...

You'll find short, informative videos highlighting product features and benefits. Subscribe to the channel as new videos are constantly added.

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STAINLESS STEEL DUMP BODIES



SL-316 shown with optional equipment.



www.duraclclass.com

Durability that Means Business

LIGHT DUTY

**Better than Ever in
Stainless Steel**



Yardbird & Super Duty Yardbird

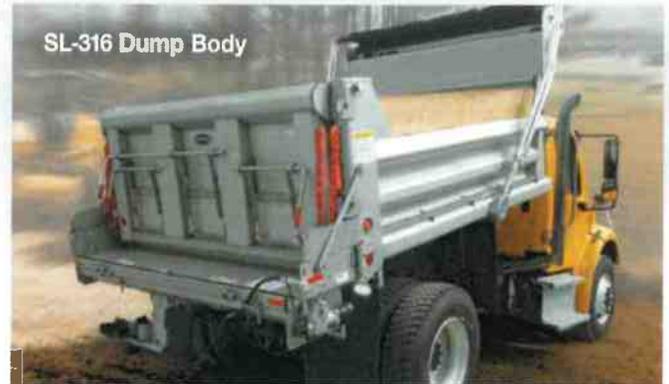
DuraClass Yardbird and Super Duty Yardbird Stainless Steel Dump Bodies are ideal for contractors and landscapers hauling equipment, soil, stone, mulch and other materials.



Super Duty Yardbird shown with available material spreader.

MEDIUM DUTY

**Stainless Steel Bodies,
Ready to Work**



SL, SL-316, HM & HH

Medium Duty Stainless Steel Dump Bodies from DuraClass feature a unique body sidewall design that includes a continuous top rail, side and running board configuration. Without an outside seam weld below the top rail, moisture and freeze problems are virtually eliminated!



HM Dump Body.



STAINLESS STEEL

Tough, Reliable, Ready to Work

Stainless steel provides superior corrosion resistance with maximum durability. Stylish, rugged, dependable, stainless steel DuraClass bodies are available for light, medium and heavy duty applications, as well as municipal snow and ice control. DuraClass stainless steel bodies are built to last and provide years of reliability and premium performance.

Low in Stainless Steel

HEAVY DUTY

Stainless Steel Reliability for the Toughest Jobs



HPT-316 with Hi-Lift tailgate and optional material spreader.

LH, HPT, HPT-316, HPT-B1 & HPT-B2

DuraClass Heavy Duty Stainless Steel Dump Bodies offer full depth rear corner posts and oversize front corner posts for strength and durability. DuraClass dump bodies also feature protected hidden tailgate hardware and heavy duty upper and lower tailgate hardware.



HPT-316 with Hi-Lift tailgate and optional material spreader.

SIDEWINDER™

Corrosion Resistant Stainless Steel When You Need it Most



Sidewinder Jr.

Sidewinder™ & Sidewinder Jr.™

The versatile Stainless Steel DuraClass Sidewinder and Sidewinder Jr. operate as standard dump bodies most of the year, while providing the perfect solution for spreading material during the winter months.

Sidewinder Jr. with optional tarp system.



TELESCOPIC (HPT) & SUBFRAME HOISTS

HPT HOISTS

- Increased capacity
- Better stability
- Increased productivity
- Improved longevity

DOUBLE ARM SUBFRAME HOIST

Effective twin-arm leverage raises body for faster dumping cycle.

SCISSORS SUBFRAME HOIST

Premium performance with powerful double acting cylinder preventing "kick back" giving you complete positive control.

Double Arm Subframe Hoist



Accessories



LED Lights



Cabshields



Patch Gates



Tarp Rods

DuraClass - Durability that Means Business!

With over a century of experience DuraClass continues to deliver the most stylish, rugged and dependable dump bodies and hoists to the work truck industry.

DuraClass designs and manufactures a comprehensive range of premium Class 3 – 8 dump bodies, hoists, and related equipment.

All bodies shown with some optional equipment. Models and options are subject to change without notice.
Vehicles pictured may include optional installed items which may not be standard equipment.



P.O. Box 49
1425 Highway 25 North
Tishomingo, MS 38873
800.255.4345
Fax: 800.728.4345
www.duraclass.com

CONTACT YOUR DISTRIBUTOR



HENKE'S MODULAR PLOW SYSTEM - Flexibility to build the best plow for your application

SHIFT TO THE HIGHER STANDARD

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SELECT:	STYLES	MATERIALS	LENGTHS (ft)	HEIGHTS
1	MOLDBOARDS	Straight	10	Varies by Style
		Expressway	11	
		Funnel/One-Way	12	
2	PUSHFRAMES	STYLES	LENGTHS	NOTES
		Road Safe® Tube Table** Parallel Lift**	Standard: 119.5" 6 Ribs Heavy Duty: 119.5", 8 Ribs	*Road Safe frame prevents bottom angle bending. Cylinders above frame. **Not available with all moldboard shapes and sizes.
3	TRIPS <small>(Not all trips are available with every moldboard size and pushframe selection)</small>	STYLES	DESCRIPTION	
		ECT EST EXT SLT SSTE	External Compression - Spring Enclosed Springs - EST (Single) or DEST (Dual) Extension Spring - 6 Springs or 8 Springs Slotted Trip - Spring-in-Spring Square Spring Trip Edge	
4	LIFT SYSTEMS	Standard Lift: 2 Chain level lift design Sliding Level Lift: Improved Performance as plow is angled Parallel Lift: True level lifting as plow is angled and raised or lowered		
5	OPTIONS: <i>Many options are available. A few common ones are listed.</i>	Various Wear Components; Various Running Gear (Runner Shoes, Steel Wheels, Pneumatic Running Gear, Mushroom Shoes - standard or spring loaded) Single or Dual Mouse Ears; Mailbox Cut; Jack Stand; Rod Markers		

SAD

S-Series Under Tailgate Spreader

 **swenson**

www.swensonproducts.com

 **swenson**
a brand of aebi schmidt



SAD Under Tailgate Spreader

The S-Series Under Tailgate Spreaders have height-adjustable spinners and are designed to install below the existing tailgate. This provides a variety of spreading solutions when the dump body is higher than 44 inches above the ground.



- ⊕ Designed for 15,000+ GVW trucks with ground clearances greater than 44 inches
- ⊕ Works with 96 in. wide dump bodies
- ⊕ Mounts below dump body tailgate
- ⊕ Rugged 6 in. auger with continuous/reverse fighting to unload from both sides of the dump body

Highlights

- › Independent hydraulic control of auger and spinner
- › Direct drive higher performance and lower maintenance
- › 18 in. poly spin disc broadcasts up to 40 ft.
- › Stainless steel or carbon steel construction
- › Stabilizer kit keeps spinner parallel to the road at all dump angles
- › Tailgate shields
- › Made in the USA

Specifications

Size	96 in. width
Conveyor	6 in. auger with continuous/reverse fighting
Drive	Hydraulic
Weight Empty	540 lbs.
Construction	Carbon steel or Stainless steel
Spread Width	4–40 ft.
Safety Features	Hydraulic safety interlock
Warranty	1 year
Accessories	Dual flow control valve controller, central hydraulic hose kit, central hydraulic 7 gallon tank kit
Controller	Purchased separately



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2022-20

Agenda Item Summary Memo

Title: 2022 Road to Better Roads Program – Bid Award

Meeting and Date: City Council – March 22, 2022

Synopsis: 2022 Roads to Better Roads – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-20

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson
Name

Engineering
Department

Agenda Item Notes:



Memorandum

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

Date: March 8, 2022
Subject: 2022 Road Program

Bids were received, opened, and tabulated for work to be done on the 2022 Road Program at 10:00 a.m., March 8, 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.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Geneva Construction Co. P.O. Box 998 Aurora, IL 60507 in the total amount of **\$1,409,944.25**.

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

FY 23 Budget Impact

The upcoming FY 23 Road to Better Roads Program is budgeted at \$1.576M – which includes the 2022 Road Program, the pavement striping, and preservation programs and roadwork costs associated with the East Main Street Project (presented as a separate agenda item). Due to recent geopolitical events, oil prices have sharply increased, which has resulted in the cost of asphalt increasing by 18%, from \$63.70/ton to \$75/ton. As a result, bids for these projects came in over proposed budget amounts at \$1,700,394, comprised as follows:

- \$1,409,944 – 2022 Road Program construction (includes striping and pavement preservation)
- \$99,000 – 2022 Road Program construction engineering
- \$174,648 – East Main Street roadwork construction
- \$16,802 – East Main Street construction engineering

There are two options as to how to fund this overage amount of \$124,294, as shown below:

1. The Roads to Better Roads line item in the FY 23 budget contains a contingency amount of \$150,000 which could be utilized to offset the overage, or
2. Council could approve the contract as is, and then reduce the scope of the 2022 Roads Program and/or East Main roadwork by ~\$125,000 via change order.

For your review and consideration.

**BID SUMMARY
2022 YORKVILLE ROAD PROGRAM
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 03/08/2022	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL	BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$1,390,000.00	\$1,409,944.25	\$1,422,888.00
BID BOND		X	X
SIGNED BID		X	X
ADDENDUM NO. 1		X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/08/2022	D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		
TOTAL BID	\$1,477,707.19		
BID BOND	X		
SIGNED BID	X		
ADDENDUM NO. 1	X		



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

BID TABULATION 2022 YORKVILLE ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/4/2022		GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL 60507		BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162		D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SUPPLEMENTAL WATERING	UNIT	16.0	\$ 1.00	\$ 16.00	\$ 0.01	\$ 0.16	\$ 1.10	\$ 17.60	\$ 100.00	\$ 1,600.00
2	BITUMINOUS MATERIALS (TACK COAT)	POUND	42743.0	\$ 0.01	\$ 427.43	\$ 0.01	\$ 427.43	\$ 0.01	\$ 427.43	\$ 0.10	\$ 4,274.30
3	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	480.0	\$ 10.00	\$ 4,800.00	\$ 15.00	\$ 7,200.00	\$ 15.00	\$ 7,200.00	\$ 15.00	\$ 7,200.00
4	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	5318.0	\$ 75.00	\$ 398,850.00	\$ 76.50	\$ 406,827.00	\$ 79.00	\$ 420,122.00	\$ 71.00	\$ 377,578.00
5	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	5318.0	\$ 75.00	\$ 398,850.00	\$ 76.50	\$ 406,827.00	\$ 79.00	\$ 420,122.00	\$ 71.00	\$ 377,578.00
6	SIDEWALK REMOVAL	SQ FT	8110.0	\$ 1.30	\$ 10,543.00	\$ 2.00	\$ 16,220.00	\$ 1.65	\$ 13,381.50	\$ 1.50	\$ 12,165.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8465.0	\$ 7.20	\$ 60,948.00	\$ 6.75	\$ 57,138.75	\$ 7.10	\$ 60,101.50	\$ 7.25	\$ 61,371.25
8	DETECTABLE WARNINGS	SQ FT	490.0	\$ 30.00	\$ 14,700.00	\$ 34.00	\$ 16,660.00	\$ 35.20	\$ 17,248.00	\$ 30.00	\$ 14,700.00
9	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2275.0	\$ 38.00	\$ 86,450.00	\$ 38.50	\$ 87,587.50	\$ 39.60	\$ 90,090.00	\$ 33.00	\$ 75,075.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	2200.0	\$ 2.75	\$ 6,050.00	\$ 2.50	\$ 5,500.00	\$ 2.20	\$ 4,840.00	\$ 3.00	\$ 6,600.00
11	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	61020.0	\$ 2.35	\$ 143,397.00	\$ 2.30	\$ 140,346.00	\$ 1.95	\$ 118,989.00	\$ 2.50	\$ 152,550.00
12	CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	371.0	\$ 30.50	\$ 11,315.50	\$ 30.00	\$ 11,130.00	\$ 33.00	\$ 12,243.00	\$ 32.00	\$ 11,872.00
13	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	664.0	\$ 26.60	\$ 17,662.40	\$ 25.00	\$ 16,600.00	\$ 33.00	\$ 21,912.00	\$ 30.00	\$ 19,920.00
14	CRACK ROUTING (PAVEMENT)	FOOT	60000.0	\$ 0.02	\$ 1,200.00	\$ 0.01	\$ 600.00	\$ 0.02	\$ 1,200.00	\$ 0.01	\$ 600.00
15	CRACK FILLING	POUND	20000.0	\$ 1.32	\$ 26,400.00	\$ 1.35	\$ 27,000.00	\$ 1.45	\$ 29,000.00	\$ 1.35	\$ 27,000.00
16	ROUTING AND SEALING CRACKS	FOOT	31684.0	\$ 0.48	\$ 15,208.32	\$ 0.40	\$ 12,673.60	\$ 0.44	\$ 13,940.96	\$ 0.50	\$ 15,842.00
17	MANHOLES TO BE ADJUSTED	EACH	6.0	\$ 550.00	\$ 3,300.00	\$ 650.00	\$ 3,900.00	\$ 715.00	\$ 4,290.00	\$ 500.00	\$ 3,000.00
18	INLETS TO BE ADJUSTED	EACH	54.0	\$ 350.00	\$ 18,900.00	\$ 400.00	\$ 21,600.00	\$ 385.00	\$ 20,790.00	\$ 350.00	\$ 18,900.00
19	SANITARY MANHOLES TO BE ADJUSTED	EACH	4.0	\$ 1,350.00	\$ 5,400.00	\$ 650.00	\$ 2,600.00	\$ 715.00	\$ 2,860.00	\$ 750.00	\$ 3,000.00
20	SANITARY MANHOLE TO BE RECONSTRUCTED	EACH	1.0	\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,800.00	\$ 1,800.00
21	VALVE BOXES TO BE ADJUSTED	EACH	1.0	\$ 270.00	\$ 270.00	\$ 450.00	\$ 450.00	\$ 330.00	\$ 330.00	\$ 250.00	\$ 250.00
22	B-BOX TO BE ADJUSTED	EACH	4.0	\$ 150.00	\$ 600.00	\$ 450.00	\$ 1,800.00	\$ 330.00	\$ 1,320.00	\$ 200.00	\$ 800.00



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

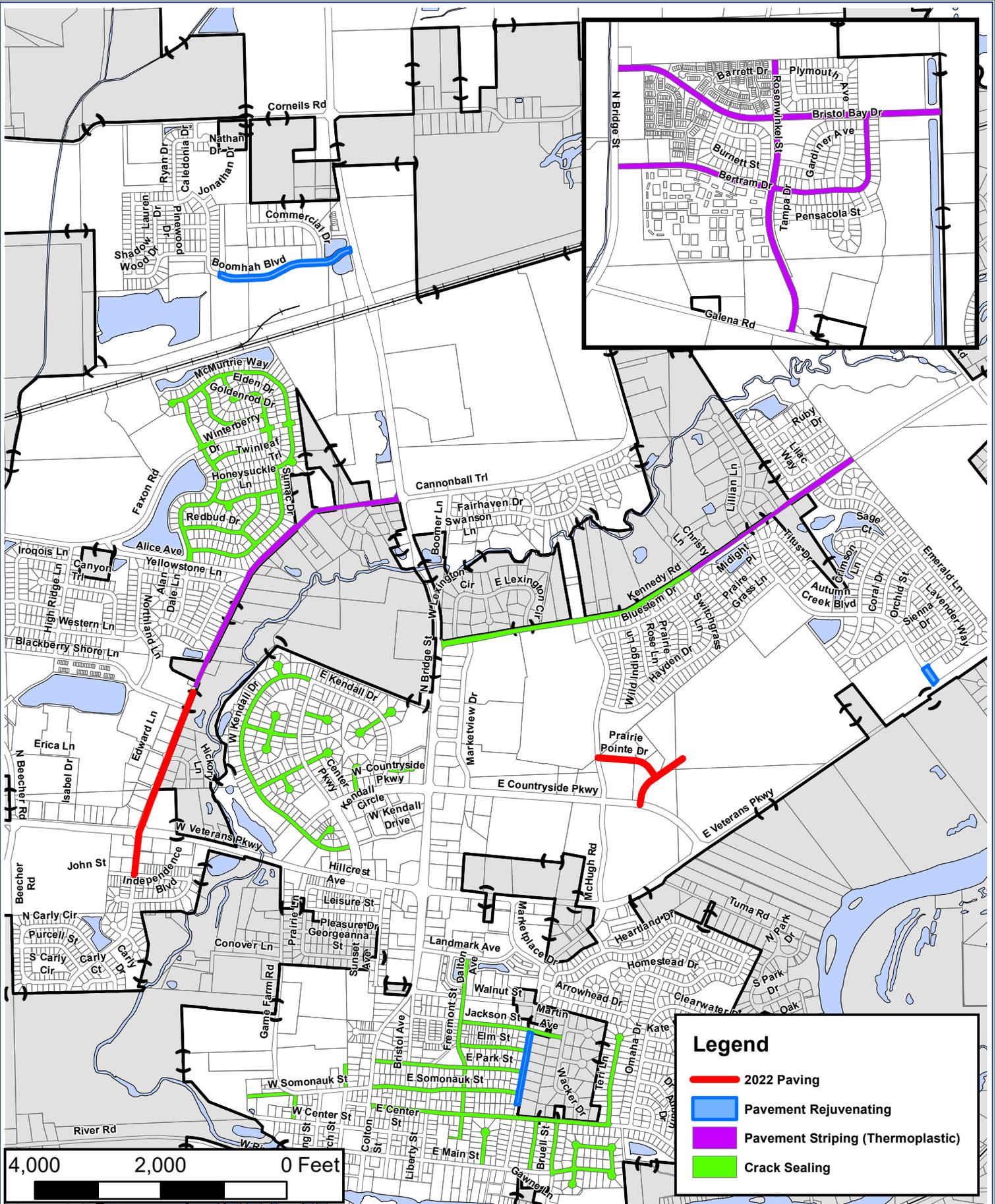
BID TABULATION 2022 YORKVILLE ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/4/2022		GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL 60507		BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162		D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
23	TYPE 1 FRAME AND GRATE, OPEN LID	EACH	1.0	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 451.00	\$ 451.00	\$ 375.00	\$ 375.00
24	TYPE 6 FRAME AND GRATE	EACH	22.0	\$ 900.00	\$ 19,800.00	\$ 420.00	\$ 9,240.00	\$ 451.00	\$ 9,922.00	\$ 375.00	\$ 8,250.00
25	TYPE 11 FRAME AND GRATE	EACH	1.0	\$ 520.00	\$ 520.00	\$ 450.00	\$ 450.00	\$ 451.00	\$ 451.00	\$ 375.00	\$ 375.00
26	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1687.0	\$ 5.00	\$ 8,435.00	\$ 5.00	\$ 8,435.00	\$ 5.50	\$ 9,278.50	\$ 4.75	\$ 8,013.25
27	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	53832.0	\$ 0.60	\$ 32,299.20	\$ 0.60	\$ 32,299.20	\$ 0.66	\$ 35,529.12	\$ 0.70	\$ 37,682.40
28	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	11778.0	\$ 0.85	\$ 10,011.30	\$ 0.85	\$ 10,011.30	\$ 0.94	\$ 11,071.32	\$ 1.40	\$ 16,489.20
29	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	423.0	\$ 1.20	\$ 507.60	\$ 1.20	\$ 507.60	\$ 1.32	\$ 558.36	\$ 2.40	\$ 1,015.20
30	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3031.0	\$ 2.00	\$ 6,062.00	\$ 2.00	\$ 6,062.00	\$ 2.20	\$ 6,668.20	\$ 3.00	\$ 9,093.00
31	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	794.0	\$ 4.50	\$ 3,573.00	\$ 4.50	\$ 3,573.00	\$ 4.95	\$ 3,930.30	\$ 4.75	\$ 3,771.50
32	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	110.0	\$ 10.00	\$ 1,100.00	\$ 13.10	\$ 1,441.00	\$ 8.00	\$ 880.00	\$ 25.00	\$ 2,750.00
33	SODDING, SPECIAL	SQ YD	1243.0	\$ 14.85	\$ 18,458.55	\$ 15.65	\$ 19,452.95	\$ 33.00	\$ 41,019.00	\$ 18.00	\$ 22,374.00
34	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	12.0	\$ 80.00	\$ 960.00	\$ 95.00	\$ 1,140.00	\$ 88.00	\$ 1,056.00	\$ 110.00	\$ 1,320.00
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	83.0	\$ 42.00	\$ 3,486.00	\$ 40.00	\$ 3,320.00	\$ 32.00	\$ 2,656.00	\$ 50.00	\$ 4,150.00
36	BIKE PATH REMOVAL	SQ FT	420.0	\$ 1.30	\$ 546.00	\$ 8.00	\$ 3,360.00	\$ 8.50	\$ 3,570.00	\$ 2.00	\$ 840.00
37	HMA BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	79.0	\$ 31.00	\$ 2,449.00	\$ 40.00	\$ 3,160.00	\$ 32.00	\$ 2,528.00	\$ 50.00	\$ 3,950.00
38	DETECTOR LOOP REPLACEMENT	FOOT	175.0	\$ 20.49	\$ 3,585.75	\$ 20.49	\$ 3,585.75	\$ 55.00	\$ 9,625.00	\$ 30.00	\$ 5,250.00
39	TRAFFIC CONTROL AND PROTECTION	LSUM	1.0	\$ 10,500.00	\$ 10,500.00	\$ 11,899.56	\$ 11,899.56	\$ 10,000.00	\$ 10,000.00	\$ 12,492.30	\$ 12,492.30
40	EMULSIFIED MALTENE-BASED REJUVENATOR	SQ YD	59320.0	\$ 1.01	\$ 59,913.20	\$ 1.01	\$ 59,913.20	\$ 1.12	\$ 66,438.40	\$ 0.98	\$ 58,133.60
TOTAL BID					1,409,944.25		1,422,888.00		1,477,707.19		1,390,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

1.43%

2.37%

6.31%



Legend

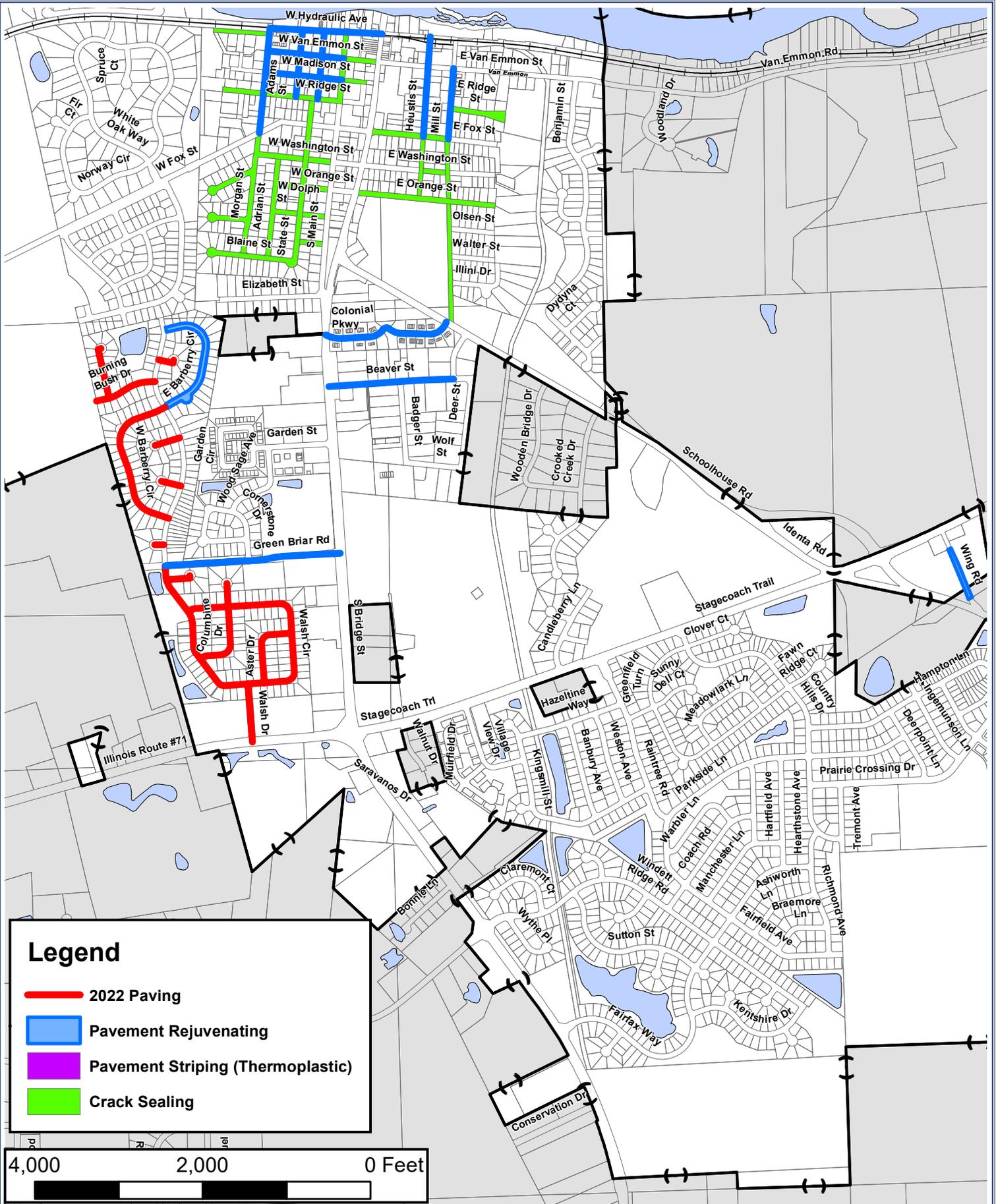
- 2022 Paving
- Pavement Rejuvenating
- Pavement Striping (Thermoplastic)
- Crack Sealing

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

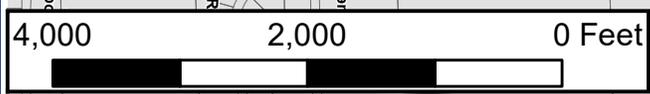
DATE:	JANUARY 2022
PROJECT NO.:	YO2142
BY:	MJT
PATH:	HGIS\PUBLIC\YORKVILLE\2021
FILE:	YO2142_Road Program North Exhibit.MXD

**2022 ROAD PROGRAM
 LOCATION MAP
 NORTH**



Legend

- 2022 Paving
- Pavement Rejuvenating
- Pavement Striping (Thermoplastic)
- Crack Sealing



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

DATE:	JANUARY 2022
PROJECT NO.:	YO2142
BY:	MJT
PATH:	HGIS\PUBLIC\YORKVILLE\2021
FILE:	YO2142_Road Program South Exhibit.MXD

**2022 ROAD PROGRAM
 LOCATION MAP
 SOUTH**





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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2022-21

Agenda Item Summary Memo

Title: 2022 Road to Better Roads Program – Construction Engineering Agreement

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-21

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: March 10, 2022
Subject: Road to Better Roads 2022, construction engineering

Summary

Approval of a construction engineering agreement with EEI for the 2022 Road to Better Roads program.

Background

This item was last discussed in October 2021 when the City Council approved a design engineering agreement for the 2022 Road to Better Roads program. Since then, the RBTR plan has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$99,000 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the 2022 Road to Better Roads program.

**2022 Roads to Better Roads Program
United City of Yorkville
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 included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as a Hourly Rate in the amount of \$99,000. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

- | | |
|----------------------|---|
| Attachment A: | Standard Terms and Conditions |
| Attachment B: | Scope of Services |
| Attachment C: | Estimated Level of Effort and Associated Cost |

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2022 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

Christopher J. Ott, P.E.
Project Manager

**2022 Roads to Better Roads Program – Construction Engineering
United City of Yorkville**

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2022 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Conference with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Prepare/verify payment estimates
- Gather certified payrolls and waivers of lien
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities
- Prepare necessary IDOT closeout paperwork
 - BLR13230 – Engineer’s Final Payment Estimate
 - BLR13210 – Request for Approval of Change in Plans
 - BLR14222 – Municipal Maintenance Expenditure Statement



Engineering Enterprises, Inc.

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

2022 ROADS TO BETTER ROADS PROGRAM
United City of Yorkville



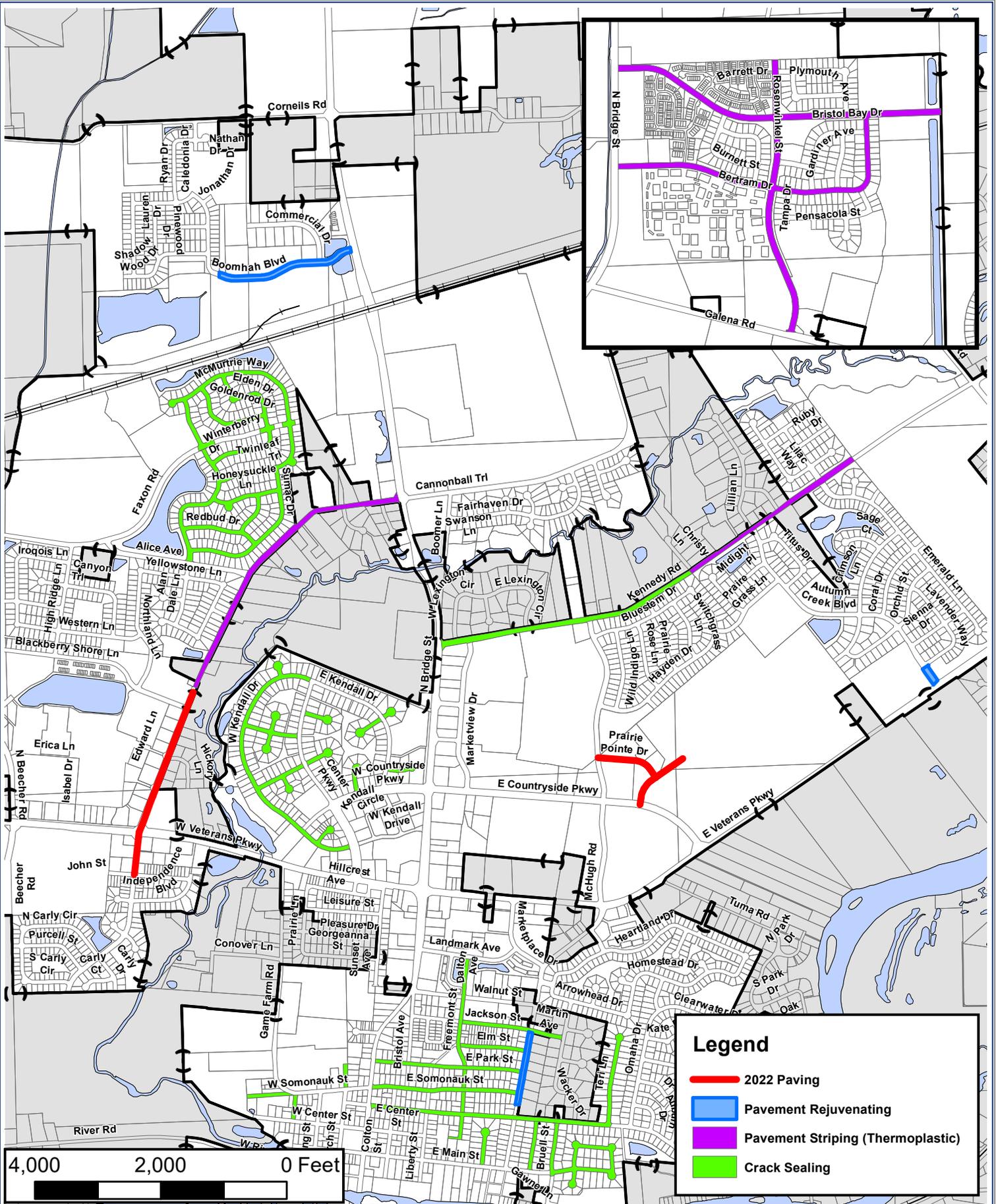
Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$228	\$194	\$183	\$154	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		2	8	30								40	\$ 7,498
3.2	Construction Layout			2	16	29							47	\$ 7,782
3.3	Observation and Documentation		2	6	40	420							468	\$ 73,620
Construction Engineering Subtotal:			4	16	86	449	-	-	-	-	-	-	555	\$ 88,900
PROJECT TOTAL:			4	16	86	449	-	-	-	-	-	-	555	\$ 88,900

DIRECT EXPENSES	
Printing =	\$ -
Vehicle Charge (\$65/day) =	\$ 3,100
Geotechnical (Rubino) =	
Material Testing (Rubino) =	\$ 7,000
DIRECT EXPENSES =	\$ 10,100

LABOR SUMMARY	
Engineering Expenses =	\$ 88,900
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 88,900

TOTAL EXPENSES =	\$ 99,000
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Legend

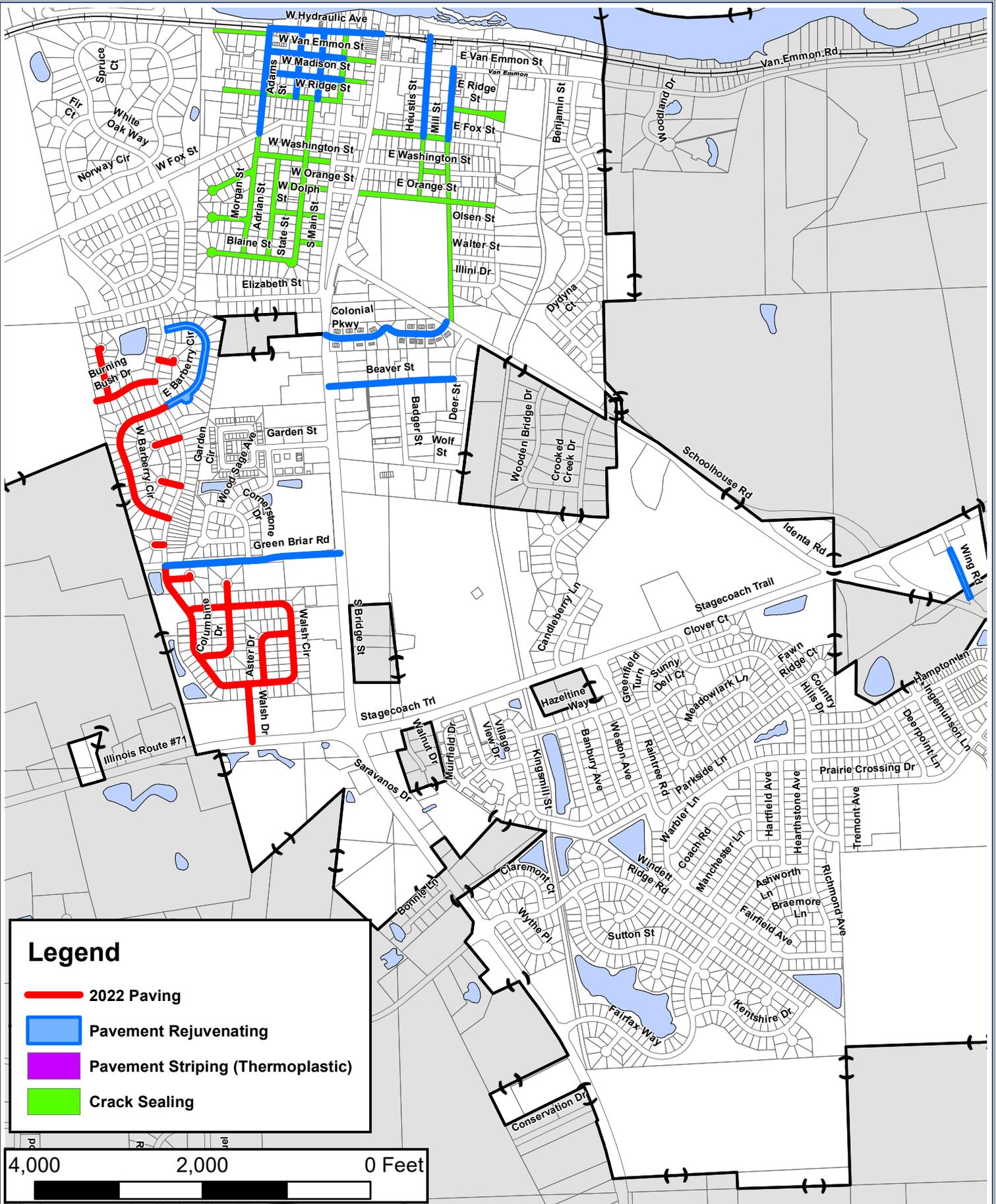
- 2022 Paving
- Pavement Rejuvenating
- Pavement Striping (Thermoplastic)
- Crack Sealing

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

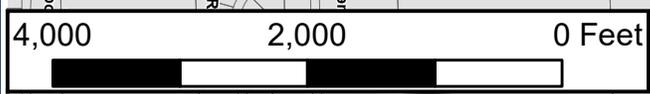
DATE:	JANUARY 2022
PROJECT NO.:	YO2142
BY:	MJT
PATH:	HGIS/PUBLIC/YORKVILLE/2021
FILE:	YO2142_Road Program North Exhibit.MXD

**2022 ROAD PROGRAM
 LOCATION MAP
 NORTH**



Legend

- 2022 Paving
- Pavement Rejuvenating
- Pavement Striping (Thermoplastic)
- Crack Sealing



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

DATE:	JANUARY 2022
PROJECT NO.:	YO2142
BY:	MJT
PATH:	HGIS\PUBLIC\YORKVILLE\2021
FILE:	YO2142_Road Program South Exhibit.MXD

**2022 ROAD PROGRAM
 LOCATION MAP
 SOUTH**





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



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2022-22

Agenda Item Summary Memo

Title: East Main Street Water Main Improvements – Bid Award

Meeting and Date: City Council – March 22, 2022

Synopsis: East Main Street Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-22

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson
Name

Engineering
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: March 8, 2022
Subject: East Main Street Improvements

Bids were received, opened, and tabulated for work to be done on the East Main Street Improvements at 10:00 a.m., March 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.

The contractor has supplied us with several municipal references for projects of similar size and scope. There were no concerns raised.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Holiday Sewer & Water Construction Inc., 1000 N. Rand Road, Suite 116, Wauconda, IL 60084 in the total amount of **\$1,111,222.33**.

Funding for this project has been split between three sections of the budget: water improvements, sidewalk and road programs. The amount for each funding based on the above bid is as follow:

- Water improvements: \$800,958.36
- Sidewalk program: \$135,615.87
- Road program: \$174,648.10

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

**BID SUMMARY
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	HOLIDAY SEWER & WATER CONST. 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084	WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560	PERFORMANCE CONST & ENG 217 W. John Street
BID TOTAL	\$1,163,750.00	\$1,111,222.33	\$1,148,998.41	\$1,198,777.00
BID BOND	N/A	X	X	X
SIGNED BID	N/A	X	X	X
ADDENDUM NO. 1	N/A	X	X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102	MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120	BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162	SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447
BID TOTAL	\$1,234,549.95	\$1,284,802.43	\$1,303,909.00	\$1,320,226.55
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADDENDUM NO. 1	X	X	X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450			
BASE BID TOTAL	\$1,345,193.05			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			



**BID TABULATION
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE**

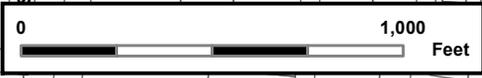
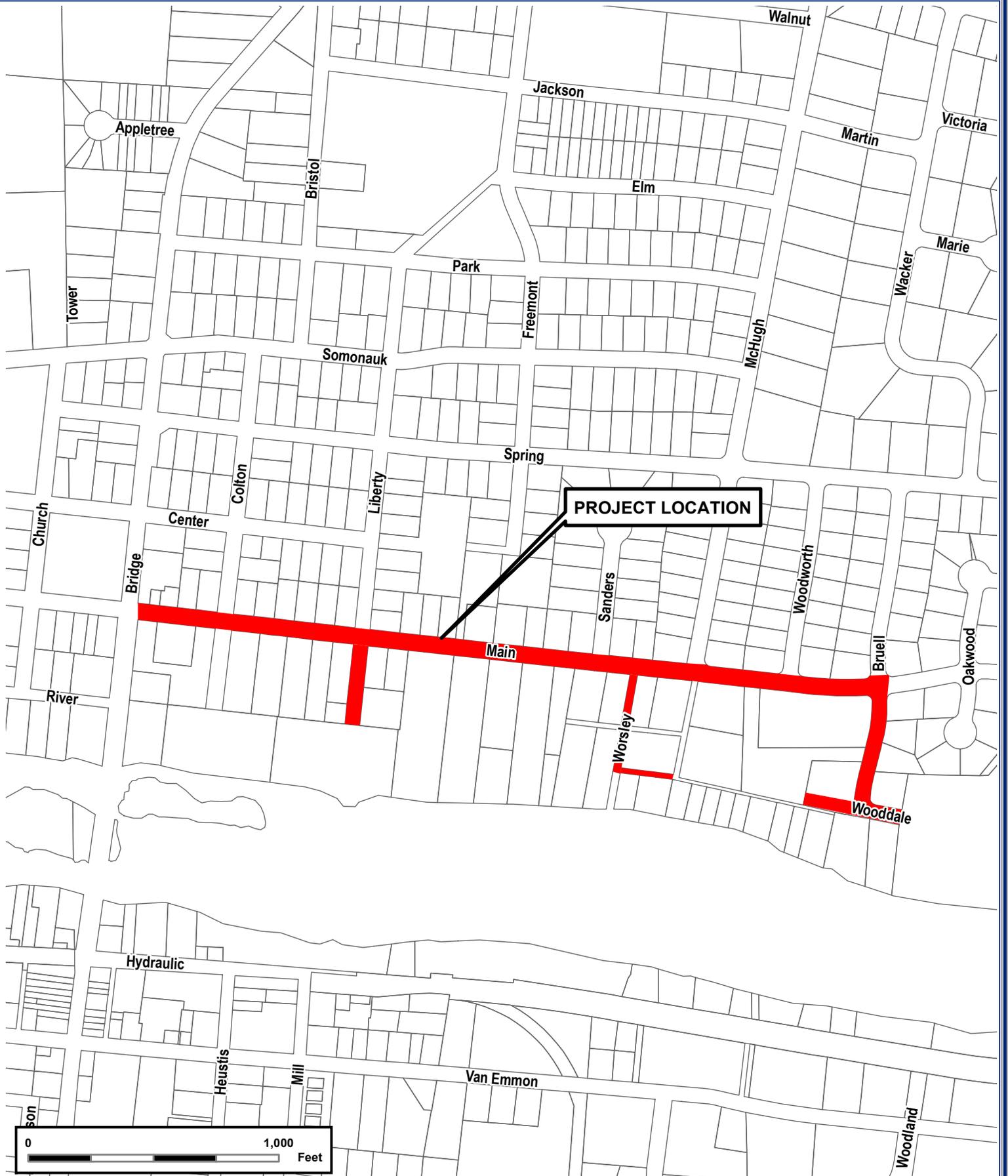
ITEM NO.	DESCRIPTION	BID TABULATION BIDS RECD 3/4/2022		HOLIDAY SEWER & WATER CONST 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084		WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102		MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120		BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162		SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL, OVER 15 UNIT DIAMETER	UNIT	30	\$ 30.00	\$ 900.00	\$ 55.00	\$ 1,650.00	\$ 35.00	\$ 1,050.00	\$ 80.00	\$ 2,400.00	\$ 110.00	\$ 3,300.00	\$ 80.00	\$ 2,400.00	\$ 45.00	\$ 1,350.00	\$ 110.00	\$ 3,300.00	\$ 75.00	\$ 2,250.00
2	TREE ROOT PRUNING	EACH	2	\$ 30.00	\$ 60.00	\$ 115.00	\$ 230.00	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00
3	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	4	\$ 4,500.00	\$ 18,000.00	\$ 4,685.00	\$ 18,740.00	\$ 5,500.00	\$ 22,000.00	\$ 4,000.00	\$ 16,000.00	\$ 3,360.00	\$ 13,440.00	\$ 4,000.00	\$ 16,000.00	\$ 4,600.00	\$ 18,400.00	\$ 4,565.00	\$ 18,260.00	\$ 4,000.00	\$ 16,000.00
4	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 4,605.00	\$ 4,605.00	\$ 5,300.00	\$ 5,300.00	\$ 4,000.00	\$ 4,000.00	\$ 3,220.00	\$ 3,220.00	\$ 3,500.00	\$ 3,500.00	\$ 4,600.00	\$ 4,600.00	\$ 4,430.00	\$ 4,430.00	\$ 3,500.00	\$ 3,500.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 4,605.00	\$ 4,605.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,160.00	\$ 3,160.00	\$ 3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00
6	PRESSURE CONNECTION WITH TAPPING SLEEVE AND 8" TAPPING VALVE IN 60" VAULT	EACH	2	\$ 7,500.00	\$ 15,000.00	\$ 8,615.00	\$ 17,230.00	\$ 7,500.00	\$ 15,000.00	\$ 7,000.00	\$ 14,000.00	\$ 9,660.00	\$ 19,320.00	\$ 7,500.00	\$ 15,000.00	\$ 9,500.00	\$ 19,000.00	\$ 10,785.00	\$ 21,570.00	\$ 8,000.00	\$ 16,000.00
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	2,313	\$ 125.00	\$ 289,125.00	\$ 112.65	\$ 260,559.45	\$ 118.00	\$ 272,934.00	\$ 146.00	\$ 337,698.00	\$ 108.00	\$ 249,804.00	\$ 130.00	\$ 300,690.00	\$ 135.00	\$ 312,255.00	\$ 123.50	\$ 285,655.50	\$ 105.00	\$ 242,865.00
8	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,360.00	\$ 2,360.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,820.00	\$ 2,820.00	\$ 2,600.00	\$ 2,600.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	5	\$ 4,500.00	\$ 22,500.00	\$ 5,005.00	\$ 25,025.00	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00	\$ 6,410.00	\$ 32,050.00	\$ 4,000.00	\$ 20,000.00	\$ 3,900.00	\$ 19,500.00	\$ 5,745.00	\$ 28,725.00	\$ 4,500.00	\$ 22,500.00
10	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	126	\$ 50.00	\$ 6,300.00	\$ 80.00	\$ 10,080.00	\$ 35.00	\$ 4,410.00	\$ 65.00	\$ 8,190.00	\$ 89.00	\$ 11,214.00	\$ 50.00	\$ 6,300.00	\$ 92.00	\$ 11,592.00	\$ 104.00	\$ 13,104.00	\$ 85.00	\$ 10,710.00
11	LINE STOP, 8-INCH	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,500.00	\$ 11,000.00	\$ 4,700.00	\$ 9,400.00	\$ 4,860.00	\$ 9,720.00	\$ 7,000.00	\$ 14,000.00	\$ 7,578.00	\$ 15,156.00	\$ 7,300.00	\$ 14,600.00	\$ 8,500.00	\$ 17,000.00
12	LINE STOP, 6-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,480.00	\$ 4,480.00	\$ 6,000.00	\$ 6,000.00	\$ 7,172.00	\$ 7,172.00	\$ 6,830.00	\$ 6,830.00	\$ 8,000.00	\$ 8,000.00
13	LINE STOP, 4-INCH	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00	\$ 4,120.00	\$ 4,120.00	\$ 5,000.00	\$ 5,000.00	\$ 6,842.00	\$ 6,842.00	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	6	\$ 7,500.00	\$ 45,000.00	\$ 6,160.00	\$ 36,960.00	\$ 7,000.00	\$ 42,000.00	\$ 5,100.00	\$ 30,600.00	\$ 5,660.00	\$ 33,960.00	\$ 8,500.00	\$ 51,000.00	\$ 7,595.00	\$ 45,570.00	\$ 8,075.00	\$ 48,450.00	\$ 5,500.00	\$ 33,000.00
15	DUCTILE IRON FITTINGS	LB	2,120	\$ 0.01	\$ 21.20	\$ 1.00	\$ 2,120.00	\$ 0.10	\$ 212.00	\$ 5.00	\$ 10,600.00	\$ 8.00	\$ 16,960.00	\$ 0.01	\$ 21.20	\$ 12.00	\$ 25,440.00	\$ 11.00	\$ 23,320.00	\$ 5.25	\$ 11,130.00
16	WATER SERVICE CONNECTION, 1-INCH	EACH	34	\$ 3,000.00	\$ 102,000.00	\$ 1,800.00	\$ 61,200.00	\$ 3,800.00	\$ 129,200.00	\$ 1,000.00	\$ 34,000.00	\$ 2,610.00	\$ 88,740.00	\$ 3,000.00	\$ 102,000.00	\$ 1,650.00	\$ 56,100.00	\$ 1,775.00	\$ 60,350.00	\$ 1,500.00	\$ 51,000.00
17	WATER SERVICE PIPE, PEX, 1-INCH	LF	950	\$ 1.00	\$ 950.00	\$ 32.00	\$ 30,400.00	\$ 40.00	\$ 38,000.00	\$ 50.00	\$ 47,500.00	\$ 41.00	\$ 38,950.00	\$ 1.00	\$ 950.00	\$ 55.00	\$ 52,250.00	\$ 50.00	\$ 47,500.00	\$ 30.00	\$ 28,500.00
18	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 11,675.00	\$ 11,675.00	\$ 5,800.00	\$ 5,800.00
19	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	8	\$ 1,500.00	\$ 12,000.00	\$ 2,500.00	\$ 20,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,400.00	\$ 11,200.00	\$ 1,660.00	\$ 13,280.00	\$ 1,500.00	\$ 12,000.00	\$ 1,000.00	\$ 8,000.00	\$ 2,175.00	\$ 17,400.00	\$ 1,500.00	\$ 12,000.00
20	FIRE HYDRANT TO BE REMOVED	EACH	6	\$ 100.00	\$ 600.00	\$ 750.00	\$ 4,500.00	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 800.00	\$ 4,800.00	\$ 250.00	\$ 1,500.00	\$ 1,000.00	\$ 6,000.00	\$ 1,280.00	\$ 7,680.00	\$ 500.00	\$ 3,000.00
21	VALVE VAULT TO BE ABANDONED	EACH	3	\$ 100.00	\$ 300.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 480.00	\$ 1,440.00	\$ 250.00	\$ 750.00	\$ 650.00	\$ 1,950.00	\$ 1,400.00	\$ 4,200.00	\$ 500.00	\$ 1,500.00
22	VALVE BOX TO BE ABANDONED	EACH	6	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	\$ 50.00	\$ 300.00	\$ 100.00	\$ 600.00	\$ 220.00	\$ 1,320.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 525.00	\$ 3,150.00	\$ 200.00	\$ 1,200.00
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	22	\$ 250.00	\$ 5,500.00	\$ 115.00	\$ 2,530.00	\$ 100.00	\$ 2,200.00	\$ 350.00	\$ 7,700.00	\$ 660.00	\$ 14,520.00	\$ 250.00	\$ 5,500.00	\$ 50.00	\$ 1,100.00	\$ 300.00	\$ 6,600.00	\$ 275.00	\$ 6,050.00
24	INLET PROTECTION	EACH	11	\$ 25.00	\$ 275.00	\$ 140.00	\$ 1,540.00	\$ 125.00	\$ 1,375.00	\$ 200.00	\$ 2,200.00	\$ 220.00	\$ 2,420.00	\$ 150.00	\$ 1,650.00	\$ 150.00	\$ 1,650.00	\$ 170.00	\$ 1,870.00	\$ 100.00	\$ 1,100.00
25	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	120	\$ 5.00	\$ 600.00	\$ 0.01	\$ 1.20	\$ 1.00	\$ 120.00	\$ 40.00	\$ 4,800.00	\$ 67.00	\$ 8,040.00	\$ 70.00	\$ 8,400.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 50.00	\$ 6,000.00
26	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	120	\$ 5.00	\$ 600.00	\$ 0.01	\$ 1.20	\$ 1.00	\$ 120.00	\$ 40.00	\$ 4,800.00	\$ 33.00	\$ 3,960.00	\$ 70.00	\$ 8,400.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 50.00	\$ 6,000.00
27	FOUNDATION MATERIAL	CY	35	\$ 25.00	\$ 875.00	\$ 25.00	\$ 875.00	\$ 15.00	\$ 525.00	\$ 1.00	\$ 35.00	\$ 66.00	\$ 2,310.00	\$ 25.00	\$ 875.00	\$ 66.00	\$ 2,310.00	\$ 87.00	\$ 3,045.00	\$ 35.00	\$ 1,225.00
28	EXPLORATORY EXCAVATION	EACH	4	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 680.00	\$ 2,720.00	\$ 100.00	\$ 400.00	\$ 750.00	\$ 3,000.00	\$ 1,200.00	\$ 4,800.00	\$ 500.00	\$ 2,000.00
29	PREPARATION OF BASE	SY	8,600	\$ 0.75	\$ 6,450.00	\$ 0.80	\$ 6,880.00	\$ 0.75	\$ 6,450.00	\$ 1.25	\$ 10,750.00	\$ 0.88	\$ 7,568.00	\$ 1.25	\$ 10,750.00	\$ 1.00	\$ 8,600.00	\$ 1.00	\$ 8,600.00	\$ 1.00	\$ 8,600.00
30	CLASS D PATCHES, 3-INCH	SY	715	\$ 24.50	\$ 17,517.50	\$ 25.75	\$ 18,411.25	\$ 24.50	\$ 17,517.50	\$ 32.50	\$ 23,237.50	\$ 48.00	\$ 34,320.00	\$ 32.50	\$ 23,237.50	\$ 29.00	\$ 20,735.00	\$ 26.50	\$ 18,947.50	\$ 28.00	\$ 20,020.00
31	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	811	\$ 1.50	\$ 1,216.50	\$ 3.00	\$ 2,433.00	\$ 2.50	\$ 2,027.50	\$ 1.50	\$ 1,216.50	\$ 4.00	\$ 3,244.00	\$ 1.50	\$ 1,216.50	\$ 1.00	\$ 811.00	\$ 3.00	\$ 2,433.00	\$ 1.50	\$ 1,216.50
32	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	273	\$ 5.00	\$ 1,365.00	\$ 20.00	\$ 5,460.00	\$ 20.00	\$ 5,460.00	\$ 43.00	\$ 11,739.00	\$ 43.00	\$ 11,739.00	\$ 43.00	\$ 11,739.00	\$ 25.00	\$ 6,825.00	\$ 36.00	\$ 9,828.00	\$ 30.00	\$ 8,190.00
33	AGGREGATE SUBGRADE IMPROVEMENT	CY	273	\$ 5.00	\$ 1,365.00	\$ 50.00	\$ 13,650.00	\$ 28.00	\$ 7,644.00	\$ 48.00	\$ 13,104.00	\$ 46.00	\$ 12,558.00	\$ 48.00	\$ 13,104.00	\$ 25.00	\$ 6,825.00	\$ 59.50	\$ 16,243.50	\$ 30.00	\$ 8,190.00
34	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	142	\$ 14.25	\$ 2,023.50	\$ 14.91	\$ 2,117.22	\$ 14.20	\$ 2,016.40	\$ 35.00	\$ 4,970.00	\$ 17.00	\$ 2,414.00	\$ 35.00	\$ 4,970.00	\$ 17.00	\$ 2,414.00	\$ 15.00	\$ 2,130.00	\$ 25.00	\$ 3,550.00
35	HOT-MIX ASPHALT SURFACE REMOVAL, 2-INCH	SY	3,160	\$ 2.25	\$ 7,110.00	\$ 2.37	\$ 7,489.20	\$ 2.25	\$ 7,110.00	\$ 3.25	\$ 10,270.00	\$ 2.60	\$ 8,216.00	\$ 3.25	\$ 10,270.00	\$ 2.50	\$ 7,900.00	\$ 2.50	\$ 7,900.00	\$ 4.00	\$ 12,640.00
36	HOT-MIX ASPHALT SURFACE REMOVAL, 4-INCH	SY	6,506	\$ 4.00	\$ 26,024.00	\$ 4.20	\$ 27,325.20	\$ 4.00	\$ 26,024.00	\$ 4.45	\$ 28,951.70	\$ 4.40	\$ 28,626.40	\$ 4.45	\$ 28,951.70	\$ 4.50	\$ 29,277.00	\$ 4.50	\$ 29,277.00	\$ 6.00	\$ 39,036.00
37	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	2,093	\$ -	\$ -	\$ 16.00	\$ 33,488.00	\$ 1.52	\$ 3,181.36	\$ 4.60	\$ 9,627.80	\$ 11.00	\$ 23,023.00	\$ 4.60	\$ 9,627.80	\$ 4.50	\$ 9,418.50	\$ 11.50	\$ 24,069.50	\$ 10.00	\$ 20,930.00
38	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SY	2,856	\$ 2.50	\$ 7,140.00	\$ 2.63	\$ 7,511.28	\$ 2.50	\$ 7,140.00	\$ 2.60	\$ 7,425.60	\$ 2.83	\$ 8,082.48	\$ 2.60	\$ 7,425.60	\$ 3.00	\$ 8,568.00	\$ 3.00	\$ 8,568.00	\$ 5.00	\$ 14,280.00
39	BITMINOUS MATERIALS (PRIME COAT)	LBS	18,590	\$ 0.01	\$ 185.90	\$ 0.02	\$ 371.80	\$ 0.01	\$ 185.90	\$ 0.01	\$ 185.90	\$ 0.01	\$ 185.90	\$ 0.01	\$ 185.90	\$ 0.01	\$ 185.90	\$ 0.01	\$ 185.90	\$ 0.50	\$ 9,295.00
40	BITMINOUS MATERIALS (TACK COAT)	LBS	4,515	\$ 0.01	\$ 45.15	\$ 0.02	\$ 90.30	\$ 0.01	\$ 45.15	\$ 0.01	\$ 45.15	\$ 0.01	\$ 45.15	\$ 0.01	\$ 45.15	\$ 0.01	\$ 45.15	\$ 0.01	\$ 45.15	\$ 0.50	\$ 2,257.50
41	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5-2-INCH	TON	1,340	\$ 74.50	\$ 99,830.00	\$ 78.23	\$ 104,828.20	\$ 74.50	\$ 99,830.00	\$ 97.00	\$ 129,980.00	\$ 84.00	\$ 112,560.00	\$ 97.00	\$ 129,980.00	\$ 85.00	\$ 113,900.00	\$ 80.50	\$ 107,870.00	\$ 72.00	\$ 96,480.00
42	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5-INCH	TON	250	\$ 85.00	\$ 21,250.00	\$ 89.25	\$ 22,312.50	\$ 85.00	\$ 21,250.00	\$ 90.00	\$ 22,500.00	\$ 95.00	\$ 23,750.00	\$ 90.00	\$ 22,500.00	\$ 95.00	\$ 23,750.00	\$ 92.00	\$ 23,000.00	\$ 72.00	\$



**BID TABULATION
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 3/4/2022		HOLIDAY SEWER & WATER CONST 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084		WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102		MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120		BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162		SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
47	DETECTABLE WARNING	SF	168	\$ 29.00	\$ 4,872.00	\$ 30.45	\$ 5,115.60	\$ 30.00	\$ 5,040.00	\$ 25.00	\$ 4,200.00	\$ 30.00	\$ 5,040.00	\$ 30.00	\$ 5,040.00	\$ 35.00	\$ 5,880.00	\$ 32.00	\$ 5,376.00	\$ 25.00	\$ 4,200.00	
48	SANITARY MANHOLE TO BE ADJUSTED	EACH	11	\$ 950.00	\$ 10,450.00	\$ 1,275.00	\$ 14,025.00	\$ 900.00	\$ 9,900.00	\$ 1,000.00	\$ 11,000.00	\$ 1,260.00	\$ 13,860.00	\$ 950.00	\$ 10,450.00	\$ 1,000.00	\$ 11,000.00	\$ 1,550.00	\$ 17,050.00	\$ 1,000.00	\$ 11,000.00	
49	MANHOLE TO BE ADJUSTED	EACH	11	\$ 500.00	\$ 5,500.00	\$ 475.00	\$ 5,225.00	\$ 600.00	\$ 6,600.00	\$ 600.00	\$ 6,600.00	\$ 560.00	\$ 6,160.00	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 925.00	\$ 10,175.00	\$ 500.00	\$ 5,500.00	
50	INLET TO BE ADJUSTED	EACH	2	\$ 500.00	\$ 1,000.00	\$ 380.00	\$ 760.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 510.00	\$ 1,020.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 925.00	\$ 1,850.00	\$ 300.00	\$ 600.00	
51	INLET TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 425.00	\$ 1,700.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 885.00	\$ 3,540.00	\$ 1,500.00	\$ 6,000.00	\$ 1,250.00	\$ 5,000.00	\$ 2,140.00	\$ 8,560.00	\$ 750.00	\$ 3,000.00	
52	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	600	\$ 48.00	\$ 28,800.00	\$ 50.40	\$ 30,240.00	\$ 48.00	\$ 28,800.00	\$ 36.50	\$ 21,900.00	\$ 60.00	\$ 36,000.00	\$ 36.50	\$ 21,900.00	\$ 55.00	\$ 33,000.00	\$ 62.00	\$ 37,200.00	\$ 45.00	\$ 27,000.00	
53	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	44	\$ 97.50	\$ 4,290.00	\$ 102.38	\$ 4,504.72	\$ 90.00	\$ 3,960.00	\$ 80.00	\$ 3,520.00	\$ 94.00	\$ 4,136.00	\$ 85.00	\$ 3,740.00	\$ 98.00	\$ 4,312.00	\$ 162.00	\$ 7,128.00	\$ 100.00	\$ 4,400.00	
54	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	17	\$ 25.00	\$ 425.00	\$ 40.00	\$ 680.00	\$ 30.00	\$ 510.00	\$ 35.00	\$ 595.00	\$ 44.00	\$ 748.00	\$ 42.50	\$ 722.50	\$ 12.00	\$ 204.00	\$ 75.00	\$ 1,275.00	\$ 10.00	\$ 170.00	
55	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	LF	180	\$ 12.00	\$ 2,160.00	\$ 20.43	\$ 3,677.40	\$ 10.00	\$ 1,800.00	\$ 12.00	\$ 2,160.00	\$ 25.00	\$ 4,500.00	\$ 12.00	\$ 2,160.00	\$ 5.00	\$ 900.00	\$ 35.00	\$ 6,300.00	\$ 9.00	\$ 1,620.00	
56	ROADWAY EDGE SEALING	LF	3,482	\$ 0.75	\$ 2,611.50	\$ 0.70	\$ 2,437.40	\$ 0.80	\$ 2,089.20	\$ 1.15	\$ 4,004.30	\$ 0.75	\$ 2,611.50	\$ 1.15	\$ 4,004.30	\$ 1.00	\$ 3,482.00	\$ 1.00	\$ 3,482.00	\$ 2.50	\$ 8,705.00	
57	MAILBOX TO BE REMOVED AND REPLACED	EACH	2	\$ 155.50	\$ 311.00	\$ 75.00	\$ 150.00	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 360.00	\$ 720.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	
58	SIGN TO BE REMOVED AND RESET	EACH	1	\$ 261.33	\$ 261.33	\$ 75.00	\$ 75.00	\$ 200.00	\$ 200.00	\$ 25.00	\$ 25.00	\$ 280.00	\$ 280.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	
59	RESTORATION	SY	1,900	\$ 8.00	\$ 15,200.00	\$ 11.00	\$ 20,900.00	\$ 9.00	\$ 17,100.00	\$ 9.00	\$ 17,100.00	\$ 11.00	\$ 20,900.00	\$ 9.00	\$ 17,100.00	\$ 10.50	\$ 19,950.00	\$ 12.75	\$ 24,225.00	\$ 11.00	\$ 20,900.00	
60	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 43,500.00	\$ 43,500.00	\$ 16,000.00	\$ 16,000.00	\$ 50,778.99	\$ 50,778.99	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 95,504.25	\$ 95,504.25	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	
61	ALLOWANCE - ITEMS ORDERED BE THE ENGINEER	UNIT	25,000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	
BASE BID TOTAL (ITEMS 1-61)					\$ 1,111,222.33		\$ 1,148,998.41		\$ 1,198,777.00		\$ 1,234,549.95		\$ 1,284,802.43		\$ 1,303,909.00		\$ 1,320,226.55		\$ 1,345,193.05		\$ 1,163,750.00	
				ABOVE/BELOW ENGINEERS ESTIMATE		-4.51%		-1.27%		3.01%		6.08%		10.40%		12.04%		13.45%		15.59%		-

CORRECTED NUMBERS FROM BID



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

DATE:	MARCH 2022
PROJECT NO.:	YO2124
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2124 - E Main Street Water Main.mxd

**EAST MAIN STREET
 IMPROVEMENTS
 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2022-23

Agenda Item Summary Memo

Title: East Main Street Water Main Improvements – Construction Engineering Agreement

Meeting and Date: City Council – March 22, 2022

Synopsis: East Main Street Improvements – Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-23

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: March 10, 2022
Subject: E Main St construction engineering agreement with EEI

Summary

Approval of a construction engineering agreement with EEI for the E Main Street watermain improvement project.

Background

This item was last discussed in July 2021 when the City Council approved a design engineering agreement for the E Main St watermain improvement project. Since then, the E Main St watermain project has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$106,908 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the E Main Street watermain improvement project.

**East Main Street Improvements
United City of Yorkville
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:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 2,320 linear feet of 8-inch water main improvements on E. Main Street. In addition, the street will be milled and resurfaced from IL Route 47 to Bruell, Liberty Street south of East Main Street, Worsley Street, Bruell Street south of East Main Street, and Wooddale Drive and sidewalk replaced along East Main Street (see Attachment E for project limits). 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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

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 Hourly (HR) at the actual rates for services to be performed, currently estimated at \$106,908. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor 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, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor 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:

Contractor 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 Contractor under this agreement shall be that of an independent contractor. Contractor 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: 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) Corporation Not for Profit Corporation
 Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor 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 Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor 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 attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally

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

- 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:** Location Map
- Attachment F:** 2022 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

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.

**Attachment B – Scope of Services
East Main Street Improvements
United City of Yorkville**

The United City of Yorkville intends to install approximately 2,320 of 8-inch water main and related appurtenances including paving and sidewalk improvements on East Main Street. Additionally, Liberty Street south of East Main Street, Worsley Street, Bruell Street south of East Main Street, and Wooddale Drive will be milled and resurfaced.

Our proposed scope of services for **Construction Engineering** will include the following:

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main and Sidewalk
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main and Sidewalk Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant:

- Rubino Engineering – Geotechnical Testing for Quality Assurance

The above scope for “East Main Street Improvements” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 EAST MAIN STREET IMPROVEMENTS
 United City of Yorkville

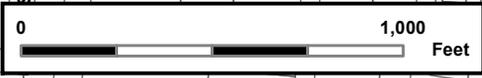
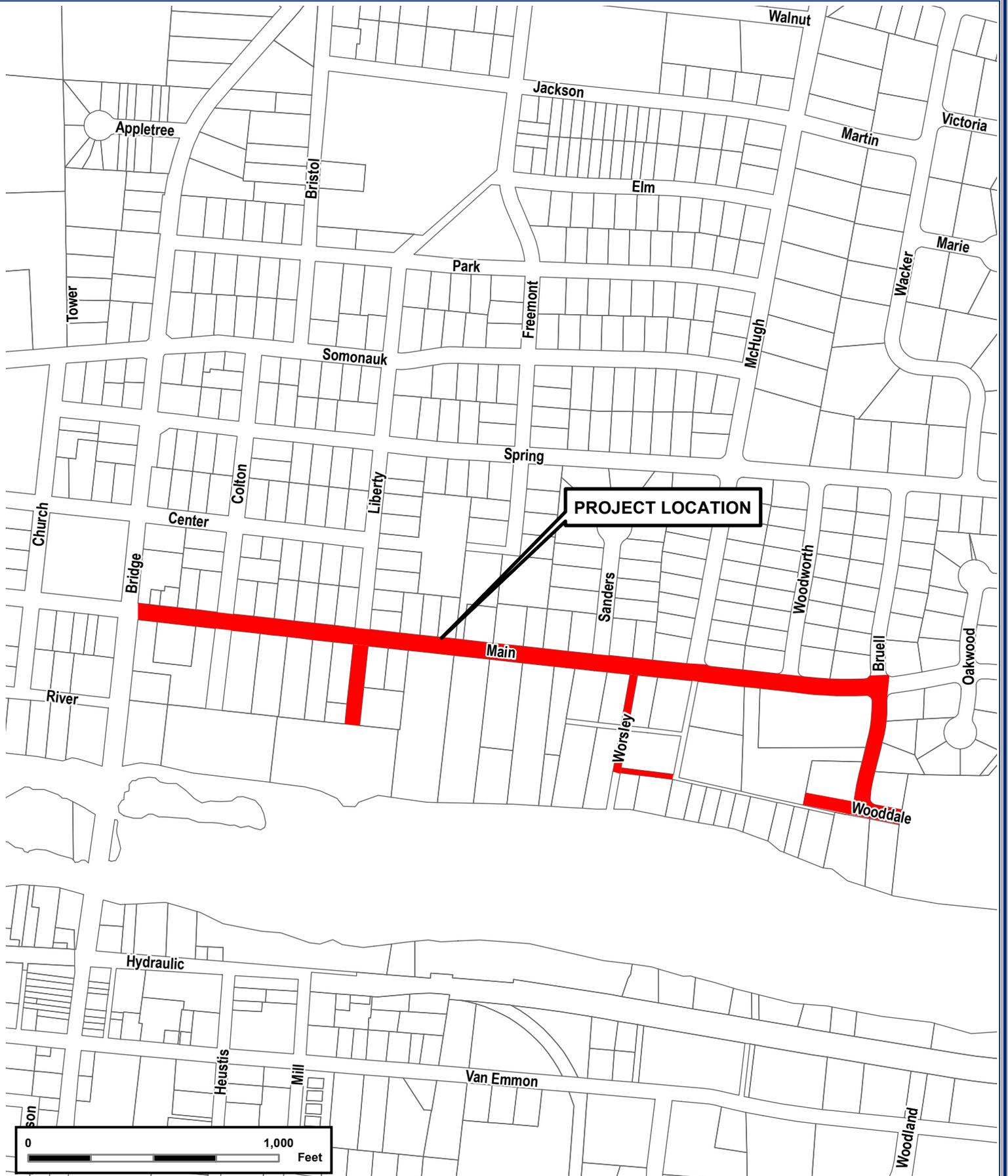


WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT TECHNICIAN	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$228	\$223	\$183	\$139	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		20	-	34	40	1	-	-	-	-	-	95	\$ 16,558
3.2	Construction Layout and Record Drawings		-	-	1	2	-	9	45	5	-	-	62	\$ 10,157
3.3	Observation and Documentation		2	-	60	463	-	-	-	-	-	-	525	\$ 75,793
Construction Engineering Subtotal:			22	-	95	505	1	9	45	5	-	-	682	\$ 102,508
PROJECT TOTAL:			22	-	95	505	1	9	45	5	-	-	682	102,508

DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ 400
Material Testing =	\$ 4,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 4,400

LABOR SUMMARY	
Engineering Expenses =	\$ 92,596
Surveying Expenses =	\$ 9,117
Drafting Expenses =	\$ 795
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 102,508

TOTAL EXPENSES =	\$ 106,908
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Engineering Enterprises
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com

DATE:	MARCH 2022
PROJECT NO.:	YO2124
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2124 - E Main Street Water Main.mxd

**EAST MAIN STREET
 IMPROVEMENTS
 LOCATION MAP**



*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



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2022-26

Agenda Item Summary Memo

Title: Fox Hill Subdivision Roadway Improvements – Pavement Condition Update

Meeting and Date: City Council – March 22, 2022

Synopsis: Update and Confirmation of Recommendations

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-26

Type of Vote Required: Majority

Council Action Requested: Approval of Recommendations

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 10, 2022
Subject: Fox Hill Sub. Roadway Improvements – Pavement Condition Update

Background

The City entered into an agreement with D Construction on June 18, 2021. A preconstruction conference was held on July 28, 2021. D commenced construction on August 26, 2021.

Discussion

During the placement of the final surface course, a situation involving low density tests, fractured aggregate in the pavement, and cosmetic defects led to the questioning of the quality of the new asphalt pavement. During the placement, the following conditions were observed:

- Quality control (D Construction) and quality assurance (Rubino Engineering) were recording low density readings.
- To compensate for the low-density readings, D Construction had started rolling the asphalt more than standard practice. Due to the increased numbers of passes, this led to some of the aggregate on the surface of the asphalt to fracture/break.
- In addition, cosmetic defects were found in the pavement including visible roller lines, uneven joints and centerlines, and uneven pavement.

The underlining concern with all the above is whether the issues would result in shortening the expected life of the pavement.

Conditions observed and subsequent testing and potential actions are summarized below:

<u>ISSUE</u>	<u>LEVEL OF TESTING POST CONSTRUCTION</u>	<u>CONCLUSION</u>
Low Density Readings	Density Cores	Non-Compliant, Within IDOT Tolerance
Fractured Aggregate	Asphalt Content (Density Cores)	Compliant
Cosmetic Defects	Surface Test and Visual Inspection	Deficient Items will be Addressed as Part of the Punchlist Process

Additionally, D Construction did not substantially complete work until after the completion date of October 29, 2021. Paving was completed by November 1, 2021 and installation of sod was completed by December 1, 2021. EEI and Public Works had recommended that D Construction complete the pavement striping and edge sealing in the spring due to the pavement issues and weather conditions.

The City may choose to collect liquidated damages for the work extending beyond the contract completion date. The calculation of those damages is as follows:

D Construction was notified that liquidated damages would begin to accrue on November 1, 2021. Work was completed 31 days after the contract completion date on December 1, 2021. At \$1,275 per calendar day past contract completion date, D Construction had accumulated a total of \$39,525 of liquidated damages.

Recommendations:

At this time EEI and Public Works are recommending the following actions:

1. Update the punchlist to include any noted deficiencies, plus the following:
 - a. Additional crack routing and filling to address centerline issues.
 - b. The milling of the uneven joint at Diehl and Cottonwood Trail.
 - c. The requirement of applying asphalt rejuvenator to the entire project.

With addressing the above, we feel this will mitigate the potential for shortening the life of the pavement.

2. Collect the calculated liquidated damages in the full amount of \$39,525.

Fox Hill Roadway Improvements Summary of Asphalt Core Findings

Density Testing

Six pavement cores were taken at five potential problematic locations throughout the subdivision. D Construction (QC) tested three cores and Rubino Engineering (QA) had tested the three other cores (30 total).

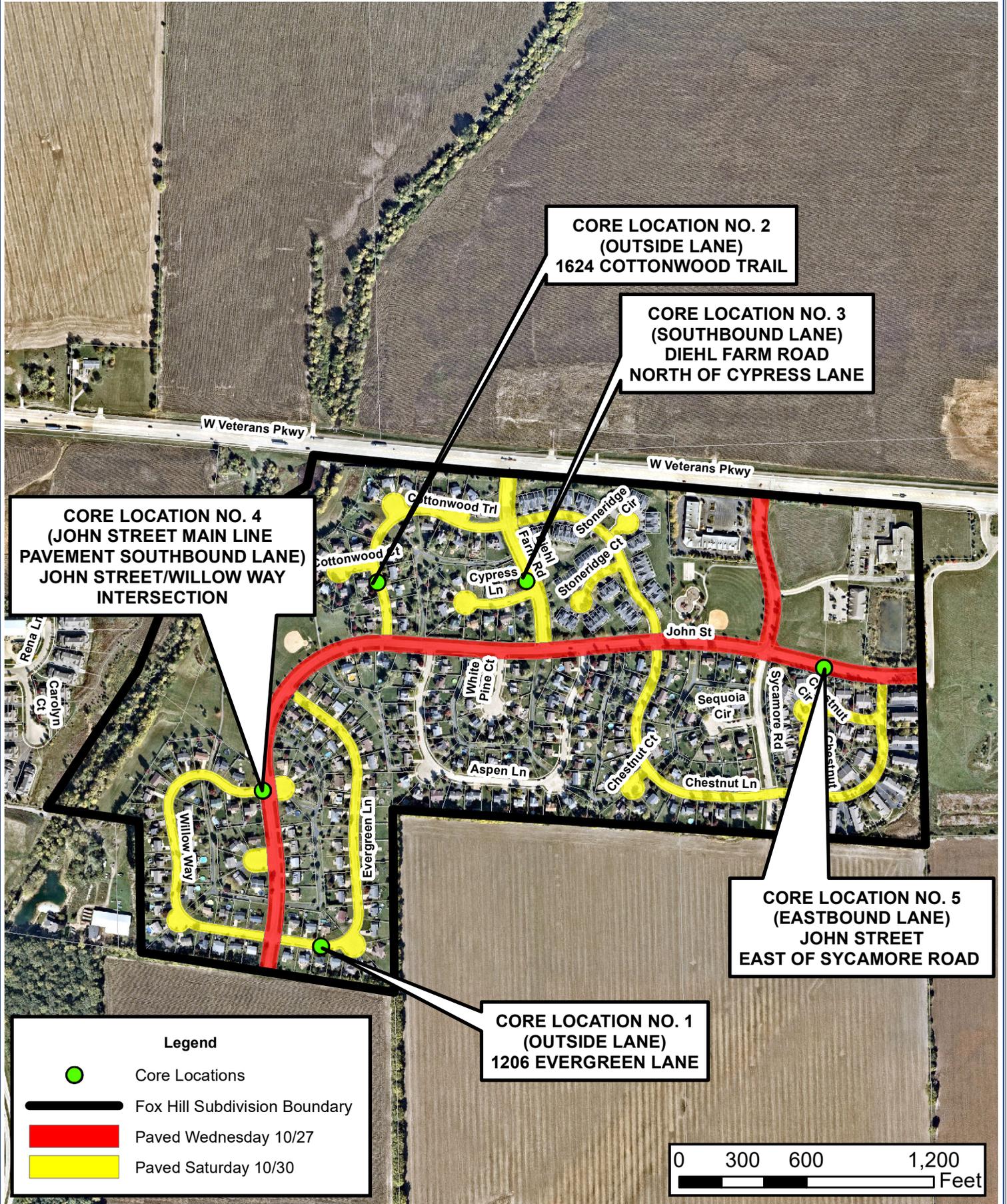
Core Location	D Construction (QC) Test Result	Rubino (QA) Test Result	Average	Spec. Minimum
1	92.5%	91.7%	92.1%	92.5%
2	92.3%	92.3%	92.3%	92.5%
3	93.0%	92.9%	93.0%	92.5%
4	92.0%	91.9%	92.0%	92.5%
5	91.6%	92.4%	92.0%	92.5%

The cores were at the lower end of compliance (92.5%-97.45 according to Art.1030.09) when passing, and non-compliant in most cases (7 out of 10 averages). Per discussion with IDOT, they do accept density readings in the range of 90%-91% without penalty.

Asphalt Content

Cores taken at locations 4 and 5 were used to perform an AC content test. The target AC content is 5.8% - 6.1%.

Core Location	D Construction (QC) Test Result	Rubino (QA) Test Result	Average	Spec. Minimum
4 & 5	5.9%	5.7%	5.8%	5.8%



**CORE LOCATION NO. 2
(OUTSIDE LANE)
1624 COTTONWOOD TRAIL**

**CORE LOCATION NO. 3
(SOUTHBOUND LANE)
DIEHL FARM ROAD
NORTH OF CYPRESS LANE**

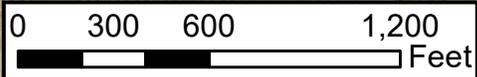
**CORE LOCATION NO. 4
(JOHN STREET MAIN LINE
PAVEMENT SOUTHBOUND LANE)
JOHN STREET/WILLOW WAY
INTERSECTION**

**CORE LOCATION NO. 5
(EASTBOUND LANE)
JOHN STREET
EAST OF SYCAMORE ROAD**

**CORE LOCATION NO. 1
(OUTSIDE LANE)
1206 EVERGREEN LANE**

Legend

- Core Locations
- Fox Hill Subdivision Boundary
- Paved Wednesday 10/27
- Paved Saturday 10/30



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

DATE:	NOVEMBER 2021
PROJECT NO.:	YO2036
BY:	MJT
PATH:	HGIS/PUBLICITY/YORKVILLE/LE2020
FILE:	YO2025 Fox Hill Project Pavement Date MXD

LOCATION MAP



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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2022-29

Agenda Item Summary Memo

Title: Invitation to Bid Award for Street Light Heads, Arms and Poles.

Meeting and Date: City Council – March 22, 2022

Synopsis: Discussion of the Invitation to Bid results from the Street Light Heads, Arms, and Poles.

Council Action Previously Taken:

Date of Action: PW – 03/15/22 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2022-29

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Shanel Gayle Purchasing
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
Shanel Gayle, Purchasing Manager
CC: Bart Olson, Administrator
Date: March 15, 2022
Subject: Invitation to Bid Award for Street Light Heads, Arms, and Poles

Summary

Discussion of the Invitation to Bid results from the Street Light Heads, Arms, and Poles Purchase.

Background

On February 11, 2022, staff released an Invitation to Bid for Street Light Heads, Arms, and Poles purchase for the Public Works Department to install 25 streetlights in the Fox Hill Subdivision. This will be the first phase of street light installation; the second phase will be in FY23 with installation of another 25 streetlights. The bids were opened on February 25, 2022, with four bid submittals. The prospective awardee is Amperage Electrical Supply, located in Roselle, Illinois, with the bid amount of \$80,534.00, \$5,000 under the budgeted amount. Production Distribution, located in Chicago, Illinois, submitted the lowest bid of \$66,871.75. Production Distribution's specifications for the light pole alternates were deemed unacceptable, as they provided a pole brand and spec that were not what was requested. The lead time on light poles is at 12-19 weeks from date of order. Currently, the Public Works Department intends to begin streetlight replacement projects as soon as materials are available.

Recommendation

Staff recommends authorizing the contract for the materials purchase for Street Light Heads, Arms and Poles with Amperage Electrical Supply, of Roselle, Illinois in an amount not to exceed \$80,534.00.

Attachments

- Resolution
- Exhibit A –Amperage Electrical Supply Contract
- Exhibit B – Bid Tabulation

Resolution No. 2022-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING A CONTRACT FOR STREET LIGHT HEADS, ARMS, AND POLES
WITH AMPERAGE ELECTRICAL SUPPLY, ROSELLE, ILLINOIS IN THE AMOUNT
NOT TO EXCEED \$80,534.00.**

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

WHEREAS, the City has heretofore solicited an Invitation to Bid for the Street Light Heads, Arms and Poles (“*Materials*”); and

WHEREAS, the City reviewed all responses and found Amperage Electrical Supply of Roselle, Illinois (the “*Supplier*”) to be the lowest responsible bidder for said *Materials* and is prepared to award the Supplier the Contract for said *Materials*, in the form attached hereto, as hereinafter provided.

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

Section 1. That the *CONTRACT FOR STREET LIGHT HEADS, ARMS, AND POLES* by and between the City and Amperage Electrical Supply, attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved, and John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 3. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

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

MAYOR

Attest:

CITY CLERK

**UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this _____ day of _____, 2022, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “City” and _____ located at _____ hereinafter called the Supplier””.

WITNESSETH:

WHEREAS, the City has heretofore issued an Invitation to Bid for Street Light Heads, Arms and Poles in such numbers and specifications as provided therein (the “materials”); and

WHEREAS, after a review of all of the responses to the Invitation to Bid, the City has found that the Supplier is the lowest responsible bidder for said materials and therefore, the City is prepared to award the Supplier this Contract for the Materials.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Supplier agrees to furnish all materials, supplies, tools, and equipment as specified in the Invitation to Bid for Street Light Heads, Arms and Poles, General Conditions, Special Conditions, Specifications and Plans with such conditions and prices as submitted by the Supplier in the Bid Proposal, Bid Cost Sheet and Detailed Exception Sheet all of which are made a part hereof and herein called the “Contract Documents”.
2. The City will pay the Supplier in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

City Clerk

BIDDER:

By: James Bloch
Signature

Attest:

* Megan Kuska
Witness

James Bloch Sales
Print Name and Title

Tabulation Sheet

Agency Name United City of Yorkville

Bid Number ITB-22-6010-001-0-2022/SW

Bid Name Street Light Heads, Arms, and Poles

Bid Due Date 02/25/2022 10:00:00 Central

Bid Opening **Closed**

4 responses found.

✓ online,
 ☒ offline,
 ● not submitting,
 ⚠ not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1 .	Amperage Electric	02/24/2022 16:14:34 Central	359 West Irving Park Road, Roselle, IL, 60172	\$80534.4400	0.0000	Completed Supplier Response w/any required forms	✓
2 .	Graybar	02/24/2022 15:53:51 Central	900 Regency Drive, Glendale Heights, IL, 60139	\$83961.5000	0.0000	Completed Supplier Response w/any required forms	✓
3 .	production distribution	02/25/2022 09:03:28 Central	9511 S DORCHESTER AVE, Chicago, IL, 60628	\$66871.7500	66871.7500	Completed Supplier Response w/any required forms	✓
4 .	Tiles in Style, Ilc	02/24/2022 15:41:25 Central	16940 Vincennes Ave, Vincennes Ave, South Holland, IL, 60473	\$180150.0000	0.0000	Completed Supplier Response w/any required forms	✓



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2022-18

Agenda Item Summary Memo

Title: Intergovernmental Agreement for Facilities Manager

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 03/16/22 Action Taken: Move forward to City Council agenda.

Item Number: ADM 2022-18

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

A discussion will take place at this meeting.



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 10, 2022
Subject: Facilities Manager IGA renewal

Summary

Consideration of a renewal of the Facilities Manager intergovernmental agreement with Oswego.

Background

The City Council approved an intergovernmental agreement with Oswego in December 2017 to share a Facilities Manager position. Steve Raasch was hired shortly thereafter, and has successfully served in the role since then. The intergovernmental agreement expires at the end of 2022, with notice to terminate to Oswego due by the end of June. While we recommend extension of the intergovernmental agreement, we wanted to receive direction from the committee and City Council to proceed with renewal discussions far in advance of the termination notice date.

The Facilities Manager is in charge of everything having to do with building construction and maintenance, including supervising the recently hired Building and Grounds Maintenance Worker II. The Facilities Manager position has evolved over the years, from inventorying and planning our very limited building maintenance funding and projects, to being the lead employee on the Prairie Pointe renovation project (among many other day-to-day duties). I have been extremely pleased with the position's role in the organization and Steve's management skills, particularly. As we seek to finish the Prairie Pointe renovation project and embark on a Public Works Facility construction project, this position will be more important than ever.

In the past discussions on shared employees, there has been a deep focus on the back and forth work hours spent in each organization and making sure those hours are trued up and fair to each organization over time. Those meetings and discussions have been somewhat limited in the past two years due to the pandemic, but we are set to resume those detailed discussions in the next couple months, and certainly before the City Council would vote on the final intergovernmental agreement.

Recommendation

Staff is seeking direction from the City Council to proceed with negotiation on the extension of the Facilities Manager intergovernmental agreement, and acknowledgement that we do not anticipate terminating the agreement.

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2017-74

**ORDINANCE APPROVING AN INTERGOVERNMENT AGREEMENT BETWEEN THE
VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER**

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 12th day of December, 2017

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on December 21, 2017.

ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER

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

WHEREAS, the Village of Oswego, Kendall and Will Counties, Illinois (“Oswego”) and the United City of Yorkville, Kendall County, Illinois (“Yorkville”) are prepared to enter into an intergovernmental agreement providing for the sharing of services pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) in order to serve the operations of their respective governments in the most professional and cost efficient manner; and,

WHEREAS, Oswego and Yorkville require the services of a “Facilities Manager” to manage the construction, repair and maintenance of their respective governmental facilities and have determined that the needs of both municipalities may be served by a single employee; and,

WHEREAS, Oswego and Yorkville have agreed upon a job description and are prepared to jointly interview and select a person to fill the position as a “Facilities Manager” and share in the costs of training, wages, employment related taxes, insurance and benefits for this employee as well as reimbursements of travel and supplies, all as set forth in the Intergovernmental Agreement attached hereto.

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

“INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER”

attached hereto and made a part hereof is hereby approved; the Mayor and City Clerk are authorized to execute; and, the City Administrator is hereby authorized to proceed with any and all actions to implement its terms.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 12 day of December, A.D. 2017.

Beth Warner
City Clerk

CARLO COLOSIMO [Signature]
JACKIE MILSCHEWSKI [Signature]
CHRIS FUNKHOUSER [Signature]
SEAVER TARULIS [Signature]

KEN KOCH [Signature]
ARDEN JOE PLOCHER [Signature]
JOEL FRIEDERS [Signature]
ALEX HERNANDEZ [Signature]

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 19 day of DECEMBER, A.D. 2017.

[Signature]
Mayor

Attest:

Beth Warner
City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER

This Agreement is entered into this 19th day of DEC., 2017, by and between Village of Oswego (“OSWEGO”) and the United City of Yorkville (“Yorkville”), collectively referred to as the “parties.”

WHEREAS, OSWEGO is a home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, Yorkville is a non-home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, in addition to other powers possessed by the parties, this Agreement is entered into pursuant to Article VII of the Illinois Constitution and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, *et. seq.*

WHEREAS, the parties wish to share the services of a Facilities Manager who will direct the operation and maintenance of the municipal buildings; and,

WHEREAS, a professional Facilities Manager will manage the budget, capital planning and contracts related to facility construction, repair and maintenance; and,

WHEREAS, employing a professional Facilities Manager is intended to result in streamlined maintenance and repair of the municipal buildings; and,

WHEREAS, OSWEGO agrees to employ the Facilities Manager and YORKVILLE will share fifty percent (50%) of all costs associated with the employment of Facilities Manager.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by the parties as follows:

1. RECITALS

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are hereby incorporated into this Agreement as if fully set forth in this Section 1.

Employment

The payment of wages to the employee and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of OSWEGO.

Joint Hiring of Individual

The parties agree to jointly hire a Facilities Manager through normal job posting avenues to be decided by the Oswego Administrator and agreed to by the Yorkville Administrator. OSWEGO will draft an advertisement and post the position. The Yorkville Administrator and the Oswego Administrator, or their designee, will jointly select potential candidates and both parties will be present for any interviews with prospective employees. The decision to select a prospective employee will be jointly made by the Yorkville Administrator and Oswego Administrator, or their designee.

Cost Sharing

OSWEGO and YORKVILLE agree to share evenly (fifty percent to each) all costs related to the wages, costs, and benefits for the employee. Costs shared shall include the bi-weekly salary, reimbursements, payroll taxes, workers compensation insurance, the cost of payroll services, insurance and benefits including, health, life, dental and retirement benefits, travel reimbursement or Village vehicle for work use. OSWEGO shall perform or cause to be performed, as part of OSWEGO's role as employer, all federal, state and local employment withholding and tax reporting obligations. OSWEGO shall also provide payroll service to the employee and cover the employee under a workers compensation insurance policy that meets all applicable laws and statutes and is issued by an Illinois licensed insurer. Said costs shall be paid in full by OSWEGO and upon receipt of proper documentation, reimbursed at fifty percent by YORKVILLE to OSWEGO as invoiced by OSWEGO.

OSWEGO will provide for all typical offices supplies, specialized supplies, equipment and technology purchased for the purpose of managing purchasing process as agreed by OSWEGO and YORKVILLE and shared evenly. Costs incurred to provide services for either municipality and without the agreement of the other municipality shall be fully paid for by the municipality receiving the services.

The rate of pay and budget for professional development training, memberships and resources will be agreed to between the Administrators or designees of OSWEGO and YORKVILLE. The employee shall be employed in accordance with the OSWEGO Personnel Policies Manual and other policies applicable to similarly situated employees in OSWEGO. The Facilities Manager shall have no entitlement to compensation or benefits applicable to employees of YORKVILLE and shall not be subject to YORKVILLE's personnel policies and practices. Additional costs not specifically outlined in this agreement will be discussed and agreed to between the Administrators or their designees.

The Administrators recognize that the position may require significant travel within each individual municipality. The Administrators shall agree to either equally share the cost of travel for the Facilities Manager. If the Administrator's agree to issue the Facilities Manager a Village vehicle for work use, OSWEGO and YORKVILLE will each share fifty percent (50%) of the value of the issued vehicle. OSWEGO will invoice YORKVILLE the vehicle cost upon assigning the vehicle to the Facilities Manager, and share the cost of maintenance and repair of the vehicle. OSWEGO and YORKVILLE will share the profit of a disposed vehicle or transfer such profit to the purchase of a new vehicle for the Facilities Manager. If the Administrators agree to provide a mileage reimbursement or vehicle allowance to the Facilities Manager, the cost will be evenly divided.

If the required reimbursement payments are not made for any month due, OSWEGO will give notice to YORKVILLE and provide 30 days to cure. If the payment is not made within the time frame, the intergovernmental agreement is terminated. If OSWEGO elects to retain the employee, YORKVILLE will owe six months of pay. If OSWEGO elects to terminate the employee due to YORKVILLE's failure to pay, YORKVILLE will owe all unemployment costs. If the employee is terminated due to the dissolution of this agreement, the cost of unemployment insurance shall be divided.

Assignment of Duties

The duties of the employee shall be as provided in the job description (attached hereto and incorporated herein). The parties may modify the job description at any time by joint agreement.

The assignment of the employee and the hours and working conditions for the employee shall be as agreed to by the Administrators or their designees, and generally in accordance with the job description attached. In the event of conflicting priorities, the Facilities Manager shall identify priority projects and submit to the Administrators or their designees to review. The Administrators or designees shall reach an agreement on the employees priorities based.

The employee shall track hours worked by project and community on a weekly basis and remit to the Administrators or their designees.

All Personnel rules of OSWEGO that are applicable to the employee shall continue to apply to the employee when the employee is assigned to perform services for YORKVILLE pursuant to the intergovernmental agreement.

Discipline and/or Termination of Employment

Discipline and termination of the employee shall be in accordance with the OSWEGO Personnel Policies Manual. The YORKVILLE Administrator or designee shall have the authority to recommend discipline up to and including termination to the OSWEGO Administrator or designee who shall have the final authority to impose discipline.

Indemnify and Hold Harmless

- A. Any actions or duties taken, performed or omitted by the Facilities Manager on behalf of or with respect to a Municipality shall not create liability to the other Municipality. Nevertheless, in the event that a Municipality is made a defendant in a lawsuit (hereinafter, the "Defendant Municipality") as a result of actions or duties taken, performed or omitted by the Facilities Manager while assigned to a particular municipality (hereinafter the "Indemnifying Municipality"), the Indemnifying Municipality shall indemnify the Defendant Municipality, as follows. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorneys fees) resulting from, relating or with respect to, actions or duties taken, performed or omitted by the Facilities Manager acting as such on behalf of or with respect to the Indemnifying Municipality.

- B. Any Workers' Compensation Claim made by the Purchasing Manager shall be paid under OSWEGO's Workers' Compensation Policy. If a significant claim is incurred, Yorkville shall share in a portion of the resulting premium increase for a term of five years.
- C. For any claims made by the Facilities Manager with respect to his/her employment, based on decisions implemented by OSWEGO following consultation with YORKVILLE, the liability, if any, for such claims shall be shared by the Municipality on the following basis: OSWEGO 50% and YORKVILLE 50%. A settlement offered for a claim with shared liability shall be agreed to by both Municipalities. The Municipality incurring such liability shall promptly issue an invoice to the other Municipality itemizing the payments to be reimbursed. The other Municipality shall pay the amount invoiced within sixty (60) days after receipt of the invoice. If any Municipality should learn or become aware of any claim or possible claim it shall notify the other Municipality immediately.

For all other claims made by the Facilities Manager with respect to his/her employment based on the acts or omissions of a Municipality, such claims shall not create liability to the other Municipality. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions taken or omissions of the Indemnifying Municipality.

Term of Agreement

(A) The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until December 31, 2022, unless terminated by either OSWEGO or YORKVILLE. Notice of intent to cancel this agreement by either party shall be served in writing at least six (6) months prior to the date of cancellation.

(B) This Agreement may also be terminated immediately if one party commits any material breach or material default in the performance of any obligation under this agreement (other than the payment of money)."

Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by each Municipality.

Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

Assignment/Binding Effect

Neither party may assign its respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

Post Termination

Upon termination of this Agreement, OSWEGO must promptly deliver all final statements of YORKVILLE's allocated share of the personnel costs incurred through the date of termination for reimbursement as stated above. Provided, however, that monetary obligations that are incurred or accrued prior to the date of termination shall survive the termination of the Agreement and shall constitute continuing obligations until satisfied in full.

Notices

Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the Village: Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to: David Silverman
Mahoney, Silverman and Cross
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to the City: City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day following the posting.

Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or

written, and merged herein. This Agreement may be modified only by written instrument executed by the parties.

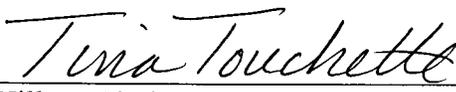
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

Village of Oswego, Kendall and Will
Counties, Illinois, a municipal corporation



By: 
Village President

Attest:


Village Clerk

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: 
Mayor

Attest:


City Clerk





POSITION DESCRIPTION

- Position Title:** Facilities Manager
- Reports to:** Village Administrator of Oswego and Yorkville or designee
- FLSA Status:** Exempt
- Status:** Regular Full-Time
- Grade:** IX
- Hours of Work:** Primarily regular dayshift office hours, with evening and weekend hours as needed.

Statement of Duties

Position performs duties related to the operation and maintenance of municipal buildings for the Village of Oswego and the United City of Yorkville in a collaborative arrangement. Professional and administrative duties in the planning, developing, and implementing of building maintenance services in accordance with best practices and legal guidelines. Position identifies shared purchasing and contracting opportunities in developing long-range building maintenance plans, as well as managing routine maintenance on municipal buildings.

Supervision

Works under the direction of an intergovernmental agreement between the Village of Oswego and United City of Yorkville under the direction of the respective Village Administrators or their designees. Position works in accordance with the applicable statutes of the State of Illinois and local municipal ordinances. Employee functions independently, referring specific problems to the supervisor only where clarification or interpretation of Village policy or procedure is required.

Performs highly responsible functions of a complex and technical nature requiring the frequent exercise of judgment and initiative to ensure that facility maintenance planning maximizes public investment. Employee may provide direction to employees regarding building maintenance and work orders. Contracting and bidding processes are conducted in accordance with State and local laws and to accepted professional standards; employee works independently within established policies and procedures.

Job Environment

Work requires frequent contact with all Village and City departments, consultants and contractors, requiring administrative and technical knowledge, and ability to promote and protect the Village's best interests.

Employee frequently directs contractors and employees on desired outcomes and deadlines. Contacts may require considerable skill in negotiation, resourcefulness and discretion in influencing decisions and behavior of others.

Errors may result in financial loss, interruption in operations and/or exposing others to hazardous situations.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of the position.

Essential Functions

1. Oversees the condition of all Village facilities, including cleaning, repair, general maintenance and facility improvements and expansions. Oversight includes but is not limited to construction, plumbing, HVAC, fire protection systems, ancillary building equipment, electrical, carpentry, and painting.
2. Conducts regular inspection of municipal buildings to assess condition and maintenance needs. Conducts regular building safety inspections.
3. Prepares and recommends annual update to respective the Building Maintenance Plans for the Village of Oswego and United City of Yorkville. Prepares capital planning budgets and justifications, including cost estimates and developing justification for capital investments.
4. Monitors and approves expenditures, grants, state and federal money used in the construction and maintenance of municipal facilities and related equipment. Recommends purchases of equipment and services. Notifies supervisor of emergency expenditures that exceed budget and in accordance with purchasing policy.
5. Manages the work of building maintenance contracts; evaluates responses to bids and recommends selection of contractor. Administers contract, approves payment and evaluates work performed.

6. Responds to building emergencies and takes appropriate action. Maintains a Disaster and Evacuation Plan.
7. Seeks opportunities for service sharing, joint contracting or other innovative approaches to facilities maintenance that promote the efficiency and cost-effectiveness of municipal buildings.
8. Attends staff and governing board meetings as required and makes recommendations as assigned on subjects under discussion.
9. Performs other duties as required.

Recommended Minimum Qualifications

Physical and Mental Requirements

Employee works in a moderately loud office and outdoors on loud work sites. Occupational hazards include exposure to outdoor weather conditions, high places, confined spaces, toxic or caustic chemicals, fumes or airborne particles, moving mechanical parts, risk of electric shock, and cave-ins. Employee is required to stand, walk, sit, talk, listen, use hands, climb, balance, stoop, kneel, and reach with hands and arms while performing duties. Employee frequently lifts up to 10 lbs., occasionally lifts up to 60lbs., and seldom lifts up to or more than 100 lbs. Normal vision is required for the position. Equipment operated includes trucks in excess of 26,001 lbs., light trucks, automobile, heavy equipment, light equipment, medical equipment, pneumatic tools, power tools, hand tools, office machines and computers.

Education and Experience

Associate's degree plus three to five years' work experience in building maintenance, facility management, construction management or related activity or an equivalent combination of education and experience required. Management experience, including contract negotiation and budgeting, or demonstrated proficiency also required.

Valid driver's license required.

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of:

- Knowledge of municipal government functions and practices.
- Considerable knowledge of general management and organization principles and practices.
- Ability to direct and supervise personnel.
- Knowledge of building, grounds, and facilities repair, renovation and construction techniques.

Administration
Facilities Manager
Exempt
2017

- Working knowledge of current materials, methods, tools and equipment used in building trades (carpentry electrical, painting, plumbing, and HVAC).
- Familiarity with HazMat, ADA and OSHA laws and associated regulations.

Skill in:

- Building maintenance cost estimating and budgeting.
- Working with people including persuasive communication and interpersonal skills as it applies to vendors, municipal staff and the general public.
- Grammar and business writing/correspondence
- Planning and prioritizing work

And ability to:

- Use plan, organize and coordinate work practices relating to building maintenance.
- Work independently and efficiently
- Keep information and records organized and to pay attention to detail
- Manage multiple tasks in a detailed, efficient manner



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

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2022-19

Agenda Item Summary Memo

Title: Proposed Water Rates and Sewer Maintenance Fee Increases – FY 2023

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 03/16/22 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2022-19

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: March 9, 2022
Subject: Water Rates & Sewer Maintenance Fee Increases

Summary

Approval of water rate and sewer maintenance fee increases, as proposed in the Fiscal Year 2023 budget document.

Background

This item was last discussed at the March 8th City Council meeting in conjunction with the FY 23 budget presentation.

Water Rates

Water rates were last amended by City Council in April of 2014 (Ord. 2014-14) and were set to a five-year schedule, as shown below. The current rates of \$17 + \$4.30 have been in place since May 1, 2016 (FY 17).

<u>Fiscal Year</u>	<u>Water Rates (Bi-monthly charge for 350 cu. ft. + volume rate for every 100 cu. ft. over 350 cu. ft.)</u>
2014	\$13.11 + \$2.38
2015	\$14.00 + \$2.97
2016	\$16.00 + \$3.65 (amended per Ord. 2015-22 – base fee increased from \$15 to \$16)
2017	\$17.00 + \$4.30
2018	\$17.00 + \$4.30
2019	\$17.00 + \$4.30

As you may recall, in December of 2021 Council identified the DuPage Water Commission Lake Michigan water source as the preferred option for the City's long-term water supply. Since that time, staff has been compiling the long-term capital improvement plans and budget estimates and has determined that three related components should be funded in the upcoming budget year (FY 23), as identified below. Each of these components will be the sole responsibility of Yorkville and there are not available grant or loan programs to offset these future costs.

- the IDNR Lake Michigan withdrawal permit application (previously approved by City Council)
- a preliminary engineering agreement with EEI (to be reviewed in Spring 2022)
- a corrosion control study (to be reviewed in Spring/Summer 2022)

These studies have been included into the five-year budget proposal along with the City's normal, extensive water capital program. In order to finance these necessary capital items and the Lake Michigan study pieces, staff proposes to begin phasing in water rate increases starting in FY 23 as identified below:

- Increase the bi-monthly base rate for the first 350 cubic feet of water used by \$7, from \$17 to \$24, beginning on September 1, 2022. This increase will be broadly disseminated to every residential and commercial account in the City at a flat rate of \$3.50 per month. This increase would result in an individual annualized increase of \$28 (\$7 x 4 billing cycles) over the course of FY 23 and projected pro rata incremental revenues of ~\$210,000, based on the City's current number of utility accounts.

- Increase the bi-monthly volumetric (i.e., every 100 cubic feet of water used over 350 cubic feet) by \$0.50, from \$4.30 to \$4.80, beginning on January 1, 2023. This increase in the volumetric rate is expected to generate proportional incremental revenues in FY 23 of ~\$100,000, based on actual usage by utility billing customers over the last six billing cycles. Individual bi-monthly increases are estimated to fluctuate between \$0 and \$16 for those customers using between 0 and 3,600 cubic feet – which encapsulates approximately 90% of all utility billing customers in the City. Additional usage amounts and the corresponding projected increases are itemized below:
 - For ~11% of utility billing customers, this volumetric increase will have no impact, as they use less than 350 cubic feet in a billing cycle.
 - For approximately 47% of customers' (those using between the minimum and 1,200 cubic feet per billing cycle), this volumetric increase will result in an additional \$2.12 per month (\$4.25 per billing cycle).
 - For about 31% of customers' (those using between 1,201 cubic feet and 2,400 cubic feet per billing cycle), this volumetric increase will result in an additional \$5.12 per month (\$10.25 per billing cycle).
 - For 6% of customers' (those using between 2,401 cubic feet and 3,600 cubic feet per billing cycle), this volumetric increase will result in an additional \$8.12 per month (\$16.25 per billing cycle).
 - The remaining ~5% of residences and businesses (those using greater than 3,600 cubic feet per billing cycle), this volumetric increase will result in varying costs. A large user (60,000 cubic feet per billing cycle) might see an average monthly increase of ~\$300 (\$600 per billing cycle), and the largest users (200,000 cubic feet to 300,000 cubic feet) might see an average increase of \$500 to \$700 per month (\$1,000 to \$1,400 per billing cycle).

As discussed by the Mayor and staff during previous water source discussions, this proposed water rate increase is an interim step to a larger expected rate increase of \$45 per month per household from current rates to fund the Lake Michigan water source project. This revenue source can be modeled and discussed at different base rates and volumetric rates as desired by the City Council.

Please note that the studies referenced on the previous page are less than \$500,000 in FY 23 and represent less than 1% of the total Lake Michigan capital expenditures needed in the next five years. City staff is still working through those capital components, the timing of each and the available funding sources to pay for the ~\$95,000,000 necessary to complete the project. Staff expects to review the larger project rollout with City Council this Spring, as there are still much to be decided internally, with Oswego and Montgomery, and with the DuPage Water Commission.

Sewer Maintenance Fees

As presented in the FY 23 budget, Staff is proposing a nominal increase in the bi-monthly sewer maintenance fee of \$0.63 (+3%), from \$20.87 to \$21.50. The current sewer maintenance fee has been set at \$20.87 since May 1, 2018 (FY 19 – per Ord 2014-16). Staff believes that a marginal increase in the sewer maintenance fee is necessary to help finance FY 23 capital expenditures, debt service, developer commitments and to maintain Sewer Fund reserves at the City's policy benchmark of 25% of total expenses and transfers.

Recommendation

Staff recommends approval of the attached ordinance.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
AMENDING WATER SERVICE RATES AND SEWER MAINTENANCE FEES**

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

WHEREAS, expenses to be paid by the City’s water fund include operational expenses and expenses incurred in expansion of the water system, namely repayment of bonds; and,

WHEREAS, in order to diminish the anticipated water fund deficit, the City now desires to increase the water service rates; and,

WHEREAS, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of providing such services.

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

Section 1. That Title 7 of Chapter 5, Section 7-5-5-1A2. of the Yorkville City Code is hereby amended to read as follows:

“2. The water rates shall be:

\$24.00 up to 350 cubic feet of usage, effective September 1, 2022

\$4.80 per 100 cubic feet of usage over 350 cubic feet, effective January 1, 2023.”

Section 2. That Title 7, Chapter 6, Section 7-6-6-3A is hereby amended to read as follows:

“A. Sanitary sewer service rates shall be twenty-one dollars and fifty cents

(\$21.50) bi-monthly, effective May 1, 2023.”

Section 3. This Ordinance shall be in full force and effect on May 1, 2022 upon its passage, approval, and publication 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	_____
CRAIG SOLING	_____	ARDEN JOE PLOCHER	_____
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

Attest:

CITY CLERK



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: Scientel Solutions LLC., Proposal for Security System

Meeting and Date: City Council – March 22, 2022

Synopsis: Discussion Scientel Solutions LLC., Proposal for Security System at the New City Hall.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Shanel Gayle Purchasing
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Steve Raasch, Facilities Manager
CC: Bart Olson, City Administrator, Shanel Gayle, Purchasing Manager
Date: March 22, 2022
Subject: Prairie Point – Scientel Solutions Security Proposal

Summary

Bid Summary of the Scientel Solutions, Security Proposal

Background

Earlier last year the City Council requested staff to obtain bids to renovate the property at 651 Prairie Point Drive, for it to become the new City Hall and Police Station. As part of this process, the purchase and installation of a security system. Cordogan Clark, who is the architect for the project, had Scientel Solutions, provide security consulting, and provide product and layout recommendations. Scientel worked with staff, to provide a comprehensive plan.

The plan includes security cameras, card access system, and a security alarm system. Scientel's proposal, includes all hardware, wiring and installation. The contract includes a one-year support and maintenance plan.

Scientel Solution's original proposal was \$266,115.70, and staff were able to negotiate the total cost to \$200,000.00, with no reduction in services. Since Scientel Solutions, was the security consultant for this project, since its inception, staff are recommending this proposal for consideration by the City Council, without a formal bid process.

Drawing and specific equipment lists were not included in the packet, based on security concerns.

Recommendations

Staff recommends the review and approval of the Scientel Solutions Contract for \$200,000.00. This purchase requires a super majority vote due to no bid purchasing processes.

Attachments

Resolution

Exhibit A – Scientel Solutions Proposal

Resolution No. 2022-_____

A RESOLUTION APPROVING A CONTRACT FOR THE NEW CITY HALL SECURITY SYSTEM WITH SCIENTEL SOLUTIONS, LLC., OF AURORA, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$200,000.00.

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

WHEREAS, the City’s entered into an agreement with Cordogan Clark & Associates (“Consultant”) to obtain proposals for security systems as required for the New City Hall; and

WHEREAS, the Consultant received a proposal dated March 14, 2022 (the “Proposal”) from Scientel Solutions, LLC., an Illinois limited liability company of Aurora, Illinois (the “Supplier”) for the security system with such scope and specifications as set forth therein; and

WHEREAS, after a review of the Proposal, the Mayor and City Council has determined it is in the best interest of the City to accept the Proposal dated March 14, 2022 submitted by the Supplier as attached hereto and to waive the formal bidding process as permitted by Section 1-7-3E.2 of the City Code upon two-thirds vote of the City Council.

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

Section 1. That the Proposal from Scientel Solutions, LLC., dated March 14, 2022 for attached hereto and made a part hereof by reference as Exhibit A, be and is hereby accepted; that the formal bidding process is hereby waived; and, John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute the Acceptance as attached to said Proposal on behalf of the United City of Yorkville.

Section 2. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

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

MAYOR

Attest:

CITY CLERK

City of Yorkville, IL

PD & City Hall Security

March 14, 2022

V4

Submitted To:

Steve Raasch
Facilities Manager
sraasch@yorkville.il.us
City of Yorkville, IL

Scientel Solutions, LLC.

2021 N. Eola Road
Aurora, Illinois 60502
Dominick Liberio
dliberio@scientelsolutions.com
630-310-2930
This proposal is valid for 30 days.

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1. EXECUTIVE SUMMARY

Scientel Solutions LLC (Scientel) prides itself in being The Universal Integrator - for all types of advanced technology solutions both locally and abroad. We do this through longstanding partnerships with the world's leading technology companies. We are headquartered near you, in Western Illinois. Scientel has been designing, engineering, implementing, and maintaining network-based projects in both the Public and Private sectors for over 25 years. Your needs match our strengths.

Part of that strength comes from an endless desire to learn, build, and share new technology; the other part can be attributed to delivering a superior product and ultimately a purely excellent customer experience. In doing this, we have partnered with networking, communications, and situational awareness technology leaders including Axis, Avigilon, Cambium, Milestone, Vigilant, Aruba, Fortinet and Cisco.

Scientel is proposing a turnkey end-to-end Security System Implementation for the City of Yorkville, IL (Yorkville) in the attached document valued at \$200,000.00. Scientel has also included a secondary pricing Option for the Facit Redaction software that is valued at \$2,500 per year. Our proposed solution is designed specifically for Yorkville's buildout of their new Police Department & City Hall by our highly skilled Scientel Security Engineering team.

In the following pages, Scientel articulates in detail, your valued offering through our best-in-class design, engineering, implementation, and support. Scientel has certified engineers and technicians in all best of breeds in our proposal.

2. SCOPE OF WORK

Scientel Solutions will conduct the following services for Yorkville.

- **Design Services:**
 - Scientel has tailored this design specifically to meet Yorkville's requirements for their new PD & City Hall:

See PDF "03_11_22_Yorkville City Hall & Police Facility" for detailed drawings:

- **Access & Documentation Coordination:**
 - Scientel will work with Yorkville's POC to schedule access for each installation location.

- **Procurement, Staging, and Installation:**
 - Scientel will procure, stage, and install the following for Yorkville:
 - **Video System: (23 Cameras & 1 ACC Server as listed below)**
 - **Access Control System: (1 ACM Server & 39 access control doors as listed below)**
 - **Intrusion & Local Alarm Systems:**
Interview systems:

- **Support & Maintenance: (From Scientel's Aurora Network Operations Center)**
 - Provide maintenance service contract for one year at no cost.
 - Period of 12 months, starting at substantial completion.
 - Include routine maintenance visits and respond to service calls during normal working hours, within 1 business day.
 - Adjust and replace defective parts and components at no cost to owner assuming normal wear and tear.
 - Provide a 6 month and 12-month inspection and have owner sign off that system is in proper working order.

- **Closeout Services:**
 - Scientel will provide Yorkville with a closeout package which will include:
 - Installation photos
 - Testing results

- Documentation with equipment information such as serial numbers, IP Addresses, login credentials, and warranty information.
- CAD Drawing (if applicable)

3. SUPPORT AND MAINTENANCE (OPTIONAL)

The Scientel Solutions Customer Lifecycle Management Program is designed to support this Wireless and Camera Installation. Following are key components to this program:

- Our state-of-the-art NOC is located inside our Global Headquarters in Aurora, IL and is staffed by a team of highly qualified, local, engineers that can promptly respond to any issue that may arise. Having the team local compliments community awareness at the city, state, and regional levels.
- When reports of an issue are received, the team quickly logs the ticket and assesses the situation for proper response. The team's goal is to have the ticket logged and triaged within 15 minutes. This ensures that if it is not a quick resolution, the proper team is dispatched to complete the necessary resolution actions.
- Team designated for call out and maintenance.
- Our fleet contains numerous cargo vans, pick-up trucks, box trucks, and boom trucks that ensure we have equipment for any type of installation and maintenance.
- Access to a 24x7 hotline for technical support to report any network issues that arise.
- Ticket system to enter an outage notice or service request.
- Annual preventative site visits that will include any necessary re-alignments of dish antennas and firmware updates.
- Priority on call support to fix any hardware issues on a time and materials basis.
- Three-year Support and Maintenance Plan that includes extended hardware warranties, 24/7 support.

This proposal includes 1 year of Scientel's Lifecycle Management Program, but upon customer request, can provide a quote for up to 5 years of support & maintenance.

4. ASSUMPTIONS

- Scope of work allows for coordinated scheduled deployment and site access, any interruptions to project schedule may be subject to change order.
- All conduit and raceway installation are to be completed by Yorkville prior to Scientel starting installation services.
- All networking equipment is outside the scope of this project.
- IP Scheme to be provided by customer.
- Customer is responsible for any license or permit fees required by local ordinance
- All work is to be performed during regular business hours, I.E., 8AM-5PM, Monday through Friday.
- Power will be provided by customer within 10 feet of mounting locations.
- Video retention is designed for 90 days based on a frame rate of 10 frames/second and the max resolution of each selected camera.
- Interview room system is designed for 1 year of retention based on an assumption of 4 hours per recording per day.

- Scientel will utilize existing Yorkville rack for server equipment.
- There is sufficient rack space for all server equipment.
- Sufficient wall space to be provided for all access control equipment.
- This quote does not provide UPS, to be provided by others.
- The contents of this proposal shall be considered company confidential and cannot be shared with anyone outside of the City of Yorkville without Scientel's expressed written consent.

5. GENERAL PROJECT RESPONSIBILITIES

Scientel Solutions Responsibilities

Scientel will designate a Project Manager who will direct Scientel's efforts and serve as the primary point of contact for the client. The Scientel Project Manager will have significant authority to make certain decisions relative to the project, on behalf of Scientel, and will have direct access to Scientel's executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Scientel Project Manager include:

- Participate with the client in daily progress review meetings and submit status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule. Maintain project communications with the client's Project Manager(s).
- Participate in weekly conference calls or face-to-face meetings and issue a mutually agreed upon agenda for each call or meeting.
- Manage the efforts of Scientel staff and coordinate activities with client's project team members.
- Measure, evaluate and report the progress against the Project Schedule.
- Resolve deviations from the Project Schedule.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Assume accountability for all Scientel contractor and subcontractor supplied tasks within the Project Schedule, if any.
- Coordinate and oversee the installation of all hardware and software.
- Review and administer change control procedures through the client's Project Manager, commonly referenced as a "Project Change Request" (PCR), issued by the Scientel Project Manager.
- Work with the client Manager(s) in designing and approving the format of an action item log to be used in conjunction with the Project Schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.
- Prepare and submit regular status reports that identifies the activities and milestones completed in the previous month and activities planned for the current month and the next month, including progress and payment milestones, and an updated Project Schedule.

- In the event that Scientel must replace or substitute a Project Manager, Scientel will immediately notify the client of such a change and will provide the client with a resume of the person Scientel intends to substitute or change.
- Provide and coordinate lift trucks and trained/authorized operators as well as licensed electricians to install devices as required. If tower crews are required per the defined type of installation in the summary section, it is the responsibility of Scientel.
- Provide wall penetrations, conduit, cable trays and other supporting equipment necessary for the routing of power, grounding, and networking cables.
- Prepare Method of Procedure (MOP) request for all service affecting work activities.
- Schedule on-site work activities affected by MOP approval(s) based on the work activity and time of day and day of the week restrictions designated in the approval.

Customer Responsibilities

The client will designate a Project Manager who will direct the client efforts and serve as the primary point of contact for Scientel. The client's Project Manager(s) will have significant authority to make certain decisions relative to the project, on behalf of the client, and will have direct access to the client's executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the client's Project Manager(s) include:

- Maintain project communications with Scientel's Project Manager.
- Identify the efforts required of the client's staff to meet the client task requirements and milestones in the Statement of Work and Project Schedule.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure that support resources are available as scheduled.
- Participate in Progress Reviews meetings.
- Provide timely responses to issues related to project progress raised by Scientel's Project Manager.
- Approve and release payments in a timely manner predicated on project deliverables.
- Ensure that all appropriate client personnel attend and actively participate in Progress Reviews, conference calls, and other project meetings.
- Assign one or more personnel who will work with Scientel staff as needed for the duration of the project, including at least one system administrator.
- Ensure acceptable Standard Change Request and Approval Letter(s) are approved by authorized signature(s).
- Provide building access to Scientel personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Scientel personnel if required for access to client facilities. Access must be available after business hours where required by Scientel, or as necessary to meet the project schedule.
- Provide any required parking permits to Scientel personnel for restricted access entry and/or parking.
- Obtain all zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.

- Provide the appropriate fire inspection and building inspection certificates.
- Provide adequate space, electrical power, communications lines, and environmental appropriations for the communications equipment to be installed by Scientel.
- Review and approve or revise delivered design documents within ten days of submission.
- The client must inform Scientel of all relevant rules, regulations, and requirements for installation. Should these conditions impact the project schedule and limit installation, the client may incur additional cost.

6. WARRANTY STATEMENT

Scientel Solutions LLC warrants that work will be performed in accordance with sound engineering practice and professional standards, but makes no other warranty, express or implied including the merchantability.

In the event of any error, omission, or other professional negligence or any breach of the above warranty of which Scientel Solutions LLC is notified in writing within 90 days after system acceptance, the sole and exclusive responsibility of Scientel Solutions LLC shall be to re-perform deficient work at its own expense, and Scientel Solutions LLC shall have no other liability whatsoever.

In no event shall Scientel Solutions LLC be liable, whether in contract or tort, including negligence, for loss of profit, loss of product, loss of use, or for indirect, consequential or special damages. The liability of Scientel Solutions LLC for injury or damage to persons or property arising out of this work shall not exceed the lesser of the total amount received by Scientel Solutions LLC pursuant to this contract or \$1,000,000, whether in contract or tort, including negligence and shall not extend to liability arising out of the negligence or other fault of the client.

7. PROJECT SCHEDULE

Upon project award, Scientel will coordinate with Yorkville's GC on the Project Implementation schedule.

8. PRICING

Product / Service	Price
Security Equipment: Surveillance, Access Control, Intrusion System, and Local Alarms	Included
Design, Configuration, and Installation of Security Equipment	Included
Interview Rooms (Equipment + Installation)	Included
Servers: (1) ACC Server, (1) ACM Server	Included
Cabling/Trimming for all Cameras, Access Controls, Intrusion System, Interview Rooms	Included
(1) Year Support and Maintenance	Included
TOTAL	\$200,000.00

Optional:

Product / Service	Price per Year
Redaction Software for Video Exporting from Interview Rooms	\$ 2,500 per year

9. BILLING MILESTONES

- 30% on Purchase order
- 20% on detailed design
- 20% on equipment delivery
- 20% on installation completion
- 10% on System Acceptance

Terms & Conditions:

Scientel Solutions will accept a written Purchase Order (P.O.). Payment due 30 days after submission of invoice. This proposal is valid for 30 days.

10. ACCEPTANCE

If the above proposal and terms are accepted by the proposal recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary Purchase Order via email at dliberio@scientelsolutions.com

City of Yorkville, IL

Signature: _____

Date: ___/___/___

Name (Print): _____

Title: _____

THANK YOU FOR YOUR BUSINESS



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

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

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:



AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: March 15, 2022

SUBJECT: Real Estate Transfer Tax/Fee

ACTION REQUESTED:

1. Direct staff to publish and hold a public hearing on a Resolution to submit to referendum the question of a proposed real estate transfer tax; and
2. Direct staff to bring back an Ordinance providing for certain refunds and/or exemptions of the tax.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
3/1/2022	COW	Directed staff to bring back real estate transfer tax referendum question for further discussion

DEPARTMENT: Finance

SUBMITTED BY: Mark Horton, Finance Director

FISCAL IMPACT:

To be determined based on real estate transactions and eligible exemptions.

BACKGROUND:

The Village President requested staff to identify alternative revenue sources to provide funding for the costs of the Village connecting to Lake Michigan drinking water through the DuPage Water Commission. Total costs are still being determined. Staff was tasked with finding revenue sources which would be borne primarily from non-residents. At the March 1 Committee of the Whole meeting, the Village Board discussed the topic and requested staff to follow up on a couple of questions related to implementing a real estate transfer tax and report back at the next Village Board meeting.

DISCUSSION:

The Village Board requested staff to determine which municipalities had a refund or exemption of the real estate transfer tax and what the revenue was used for. The following table provides the answers to these questions in summary. The revenue is most often recorded in the municipality's General Fund with all other tax revenue received and used to support operations. Romeoville also uses a portion of the revenue to support their Recreation Fund. Glen Ellyn uses the revenue as a source for their Capital Fund and the City of Aurora uses the revenue as a source in the Debt Service Fund.

Refunds and/or exemptions of the tax for residents who owned a residence and then sold that residence to purchase another residence within the municipality within a 12-month period are included in most of the municipality's rules and procedures. Each community has slight variations of the language used for granting a refund or exempting the transaction to begin with.

Exact wording of the refund or exemption will be finalized with the writing of the Ordinance to be considered on April 5. For now, staff would need to get direction on what the Village Board desires to allow for refunds or exempt transactions so that a draft Ordinance can be available before the public hearing is held.

Staff prefers a tax exemption, rather than a rebate, for current residents who own a property, sell that property, and purchase a replacement property. See the attachment for example language used for refunds and a list of exemptions included in Ordinances in use already. For the purchase of a property by a current owner-occupied unit, staff recommends exemption language similar to Addison's:

Deeds where the grantee(s) thereof have continuously resided in an owner-occupied, single family detached or attached dwelling or condominium within the boundaries of the Village of Oswego for at least one year prior to the date of said deed and are purchasing another owner-occupied, single family detached or attached dwelling or condominium within the boundaries of the Village of Oswego. Proof, to the Village's reasonable satisfaction, of the one-year residence period shall be provided by the grantee(s) claiming the exemption.

Most municipalities still require an exempt stamp to be recorded on the deed and charge a fee for the exempt stamp of between \$25 and \$50 to cover the administrative burden for reviewing all the required documentation and approving the exemption.

Included in the attachments are examples of what municipalities have adopted and have posted on their websites regarding the real estate transfer tax. You can see what is involved to receive the stamps for the property transactions and variations in what was adopted by each municipality.

Community	Transfer Tax	Buyer or Seller	Amount	Current FY Projected Revenue	Municipal Fund Revenue	Refunds/Exemptions
Woodridge	Yes	Seller	\$2.50/\$1,000	\$542,000	General	Seller of principal residence purchases another residence within 12 months of original transfer tax purchase date may get refund
Bartlett	Yes	Seller	\$3.00/\$1,000	\$800,000	General	Exempt if purchased and resided in home within 6 months or 12 months if purchased and sold properties
Romeoville	Yes	Buyer	\$3.50/\$1,000	\$600,000	General & Rec Fund	Refunded for residents only selling a home and buying another home in City within 12 months of each other
Sycamore	Yes	Buyer	\$5.00/\$1,000	\$400,000	General	Exempt if a resident for 12 consecutive months prior to purchase
Addison	Yes	Buyer	\$2.50/\$1,000	\$555,000	General	Exempt if continuously resided in owner occupied single family dwelling or condo in the Village for at least one year prior to purchase of new residence in Village
Carol Stream	Yes	Seller	\$3.00/\$1,000		General	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year within the last three years prior to sale and purchased new property as replacement and files for refund within one year of purchase
Elk Grove Village	Yes	Seller	\$3.00/\$1,000	\$1,450,000	General	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year prior to purchase of new property as replacement and files for refund within one year of purchase. Also have a senior refund if age 65.
Glen Ellyn	Yes	Seller	\$3.00/\$1,000	\$663,000	Capital Fund	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year within the last three years prior to sale and purchased new property as replacement and files for refund within one year of purchase
Streamwood	Yes	Seller	\$3.00/\$1,000	\$550,000	General	Exempt if continuously resided in owner occupied single family dwelling or condo in the Village for at least one year prior to purchase of new residence in Village
Park Ridge	Yes	Seller	\$2.00/\$1,000	\$700,000	General	Did not find
Elmhurst	Yes	Seller	\$1.50/\$1,000	\$675,700	General	Refunded if resident sold property within 180 days of purchasing another property within the City
Aurora	Yes	Seller	\$3.00/\$1,000	\$3,000,000	Debt Service	TBD
Wheaton	Yes	Buyer	\$2.50/\$1,000	\$800,000	General	Refunded if resident sold property within one year of purchasing another property within the City
Naperville	Yes	Buyer	\$1.50/\$1,000	\$4,000,000	General	TBD
Bolingbrook	Yes	Buyer/Seller	\$7.50/\$1,001	\$4,000,000	General	If previously paid tax on home prior to sale, paid tax on purchase within one year of sale, filed application for refund within one year from sale or purchase
Joliet	Yes	Buyer	\$3.00/\$1,000	\$4,000,001	General	TBD

Next Steps

Section 5/8-3-19 of the Illinois Municipal Code expressly provides for home rule real estate transfer taxes, and lays out a clear process that must be followed prior to the imposition of a real estate transfer tax:

March 24th - Publish notice of public hearing (no less than 10 days, no more than 30 prior to the hearing). Oswego will publish on March 24th twelve days prior to the public hearing.

- The Notice **must** be in the following form (underlined language added):
*Notice of Proposed Real Estate Transfer Tax for the Village of Oswego. A public hearing on a resolution to submit to referendum the question of a proposed real estate transfer tax for the Village of Oswego in an amount of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred will be held on April 5, 2022 at 7:00PM at the Village Hall Board Room, 100 Parkers Mill, Oswego, IL 60543. The current rate of real estate transfer tax imposed by the Village of Oswego is \$0.00 per \$1,000.00 of value.
Any person desiring to appear at the public hearing and present testimony to the taxing district may do so.*
- Important Note: A notice including any additional information makes the notice *invalid*. 65 ILCS 5/8-3-19(d).

April 5th - The Village Board must hold a public hearing on the Resolution to submit the question to referendum. At the public hearing, the Village Board is required to explain the reasons for the tax and accept testimony from the public. A copy of the proposed ordinance imposing the tax must be “made available before the hearing.” This Ordinance may be amended and adopted at a future date.

- Following the public hearing, the Board must adopt a resolution submitting the proposition to voters. (65 ILCS 5/8-3-19, See also 10 ILCS 5/28-1) The ballot language **must** be (underlined language added):

Shall the Village of Oswego impose a real estate transfer tax at a rate of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred, with the revenue of the proposed transfer tax to be used for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates?

The Resolution must be adopted “not less than 79 days” before the election. 10 ILCS 5/28-2(c). In this case, that would be Sunday April 10, 2022 (which is allowed to be Monday, April 11, 2022). **The primary election is June 28th.**

RECOMMENDATION:

Village Board to direct staff to publish for a public hearing on the Resolution to submit the question to referendum.

ATTACHMENTS:

- Real Estate Transfer Tax research
- Examples of Refunds and Exemption language used
- Transfer tax instruction from municipal websites
- Rough draft, Referendum Resolution

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CLERK'S CERTIFICATE

I, the undersigned, the duly appointed Village Clerk of the Village of Oswego, in the Counties of Kendall and Will, State of Illinois, do hereby certify that attached hereto is a true and correct copy of that certain Resolution now on file in my office entitled:

RESOLUTION NO. _____

**AN RESOLUTION OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF OSWEGO, KENDALL AND
WILL COUNTIES, ILLINOIS, PROVIDING FOR AND REQUIRING THE
SUBMISSION OF A PUBLIC QUESTION TO AUTHORIZE A REAL ESTATE
TRANSFER TAX TO BE SUBMITTED TO THE VOTERS OF THE VILLAGE AT
THE GENERAL PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022**

which was adopted by the Board of Trustees of the Village of Oswego at a regular meeting held on the __ day of April 2022, at which meeting a quorum was present.

I further certify that the vote on the question of the adoption of the Resolution by the Board of Trustees was taken by Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Oswego.

I do further certify that as the lawful keeper of the official records of the Village, the Resolution is entrusted to my care for safekeeping.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of April 2022.

Village Clerk
Village of Oswego

RESOLUTION NO. _____

**AN RESOLUTION OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF OSWEGO, KENDALL AND
WILL COUNTIES, ILLINOIS, PROVIDING FOR AND REQUIRING THE
SUBMISSION OF A PUBLIC QUESTION TO AUTHORIZE A REAL ESTATE
TRANSFER TAX TO BE SUBMITTED TO THE VOTERS OF THE VILLAGE AT
THE GENERAL PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022**

WHEREAS, the Board of Trustees (the "Board") of the Village of Oswego, Kendall and Will Counties, Illinois (the "Village") deems it advisable and in the best interests of the Village and its residents to provide fully adequate fire prevention and protection, rescue, hazardous materials, emergency ambulance and other emergency services to or from points within the Village; and

WHEREAS, the Village continues to incur expenses for its emergency and rescue crews and equipment; and

WHEREAS, Section 8-3-19 of the Illinois Municipal Code, as amended, 65 ILCS 5/8-3-19, provides authority for home rule municipalities to impose a real estate transfer tax if approved by referendum submitted to its electors following the publication of and holding of a public hearing on the matter of adopting a resolution to submit to referendum the imposition of the real estate transfer tax.

and;

WHEREAS, the Village has been studying the options for alternative water sources and has selected the best option is the receive Lake Michigan Water through the DuPage Water Commission and the Village Board deems it advisable and in the best interests of the Village and its residents to provide for additional funding to pay for the costs of providing municipal water as permitted by Illinois law; and

WHEREAS, sufficient funds are not available for the foregoing purposes, and it is necessary and in the best interest of this Village that the Board seek to create a real estate transfer tax for construction and maintenance of the Village of Oswego water

system, including connection to Lake Michigan water, and lessening the increase of future water rates for the benefit of the Village; and

WHEREAS, in accordance with Section 8-3-19 of the Illinois Municipal Code, before the Board is authorized to impose a real estate transfer tax, the proposition of imposing the tax must be submitted to the voters of the Village at a direct referendum under the provisions of the Election Code of the State of Illinois, as amended (“Election Code”), and such proposition must be approved by a majority of the voters of the Village voting on such proposition at an election to be held in and for the Village, and it is hereby deemed advisable, necessary and in the best interests of the Village that the proposition of imposing a real estate transfer tax for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates for the benefit of the Village, be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, as follows:

Section 1: That the Board hereby finds that all the recitals contained in the preambles to this Resolution are full, true, and correct and are incorporate into this Resolution by reference.

Section 2: It is necessary and in the best interests of the Village that a real estate transfer tax for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates for the benefit of the Village, be established.

Section 3: That the following proposition shall be submitted to the voters of the Village at the General Primary Election to be held on June 28, 2022, between the hours of 6:00 o'clock a.m. and 7:00 o'clock p.m. on said day (the "Election"):

Shall the Village of Oswego impose a real estate transfer tax at a rate of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred, with the revenue of the proposed transfer tax to be used for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates?

Section 4: That the Election shall be held in the voting precincts and at the polling places established by the Counties of Kendall and Will, Illinois (the "Counties"), for voters of the Village at the Election.

Section 5: That The County Clerks of the Counties of Kendall and Will, Illinois (the "Election Authorities") shall give notice of the Election (the "Notice") in accordance with the general election law by (i) publishing the Notice once not more than 60 days nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the Village, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the Election Authorities.

Section 6: That not less than 10 days before the date of the Election, the Village Clerk shall post a copy of the Notice at the principal office of the Village.

Section 7: That it is hereby found and determined that *The Ledger Sentinel* is a local community newspaper in and having general circulation in the Village as required by Sections 12-4 and 12-5 of the Election Code.

Section 8: That the Notice shall appear over the name or title of the Election Authorities and shall be substantially in the following form:

NOTICE OF ELECTION
VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS

NOTICE IS HEREBY GIVEN that at the General Primary Election to be held on Tuesday, June 28, 2022, the following proposition will be submitted to the voters of the Village of Oswego, Kendall and Will Counties, Illinois:

Shall the Village of Oswego impose a real estate transfer tax at a rate of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred, with the revenue of the proposed transfer tax to be used for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates?

The polls will be open at 6:00 a.m. and continue to be open until 7:00 p.m. on that day.

DATED this _____ day of _____ 2022.

County Clerk, Kendall / Will County, Illinois

Section 9: That the ballot to be used at the Election shall be in substantially the following form, with such alterations, changes, deletions and insertions as required by Articles 24A, 24B or 24C of the Code if an Electronic Voting System is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT
PROPOSITION TO ESTABLISH A
REAL ESTATE TRANSFER TAX FOR
WATER SYSTEM PURPOSES

INSTRUCTIONS TO VOTERS: Mark a cross (X) in the square opposite the word indicating the way you desire to vote.

Shall the Village of Oswego impose a real estate transfer tax at a rate of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred, with the revenue of the proposed transfer tax to be used for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates?	Yes	
	No	

(Back of Paper Ballot)

OFFICIAL BALLOT

GENERAL PRIMARY ELECTION - TUESDAY, JUNE 28, 2022

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

Official ballot for voting on the proposition to establish a real estate transfer tax for water system purposes for the Village of Oswego, Kendall and Will Counties, Illinois.

Precinct Number: _____

Polling Place: _____

(Facsimile signature)
County Clerk, Kendall /Will County, Illinois

Section 10: That the Election shall be conducted by the election judges appointed by the Kendall and Will County Boards to act in the voting precincts at which said proposition will be submitted to the voters of the Village.

Section 11: That the Village Clerk shall, not less than sixty-eight (68) days before the Election, certify to the Election Authorities the proposition as hereinabove set forth to be submitted to the voters of the Village at the Election. Such certification shall include the form of the public question to be placed on the ballot, the date on which the public question was initiated by the adoption of this Resolution, and a certified copy of the Resolution, and shall be substantially in the form of **EXHIBIT A** attached hereto and hereby made a part of this Resolution.

Section 12: That the Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and the time provided by law.

Section 13: That all Resolutions and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect forthwith upon its adoption.

ADOPTED this 5th day of April 2022, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Village President
Village of Oswego

ATTEST:

Village Clerk
Village of Oswego

EXHIBIT A

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

VILLAGE CLERK'S CERTIFICATE TO ELECTION AUTHORITIES

TO: County Clerk
County of Kendall
111 West Fox Street
Yorkville, Illinois 60560

County Clerk
County of Will
302 N. Chicago Street
Joliet, Illinois 60432

I, the undersigned, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, pursuant to the provisions of the Illinois Election Code, do hereby certify the following information in connection with the public question to be submitted at the General Primary Election scheduled for June 28, 2022, to establish a real estate transfer tax for water system purposes.

I do further certify that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. _____

**AN RESOLUTION OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF OSWEGO, KENDALL AND
WILL COUNTIES, ILLINOIS, PROVIDING FOR AND REQUIRING THE
SUBMISSION OF A PUBLIC QUESTION TO AUTHORIZE A REAL ESTATE
TRANSFER TAX TO BE SUBMITTED TO THE VOTERS OF THE VILLAGE AT
THE GENERAL PRIMARY ELECTION TO BE HELD ON JUNE 28, 2022**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 5th day of April 2022, at which meeting a quorum of said Board of Trustees was present, and which Resolution requires the submission of the following public question to the voters of the Village:

Shall the Village of Oswego impose a real estate transfer tax at a rate of \$3.00 per \$1,000.00 of value to be paid by the buyer of the real estate transferred, with the revenue of the proposed transfer tax to be used for construction and maintenance of the Village of Oswego water system, including connection to Lake Michigan water, and lessening the increase of future water rates?

I do further certify that said Resolution includes the form of a public question to be placed on the ballot for the regularly scheduled General Primary Election to be held on June 28, 2022, and that said public question was initiated by the Board of Trustees of the Village of Oswego, Kendall County and Will County, Illinois, by the adoption of said Resolution on April 5, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of April 2022.

Village Clerk
Village of Oswego

Example language for refunds of the tax:

Example 1.

1. A grantee, buyer, assignee or transferee who has paid the tax shall be entitled to a refund if:
 1. Such grantee, buyer, assignee or transferee was a resident of a single-family dwelling or condominium unit, or owner of a commercial or retail business within the corporate limits of the City and sold said property within one (1) year prior to the purchase of an owner-occupied single-family dwelling or condominium unit or owner-occupied retail business within the City of Wheaton.

2. A grantee, buyer, assignee or transferee who has paid the tax shall be entitled to a refund of such tax if at least one of the grantees is the natural born or adopted child of one of the sellers or grantors of the real property.

Example 2.

If a seller of a Woodridge home, which was their principal residence, is purchasing another principal residence in Woodridge within 12 months of the original transfer tax purchase date, the seller may be eligible for a refund of the Real Estate Transfer Stamp Tax purchased for the original sale.

Example of exemptions:

- A Deeds to or trust documents relating to property acquired by any governmental body or from any governmental body or deeds to or documents relating to property or interests transferred between governmental bodies, or by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; except that such deeds or trust documents, other than those in which the Administrators of Veteran's Affairs of the United States of America is the grantee pursuant to a foreclosure proceeding shall not be exempt from filing the declaration.
- B Deeds or trust documents which secure debt or other obligation.
- C Deeds, or trust documents which, without additional consideration, confirm, correct, modify, or supplement a deed previously recorded.
- D Deeds or trust documents where the actual consideration is less than \$100.00.
- E Tax deeds.
- F Deeds or trust documents of release of property which is security for a debt or other obligation.
- G Deeds of partition.

- H Deeds or trust documents made pursuant to mergers, consolidations or transfers or sales of substantially all of the assets of corporations pursuant to plans of reorganization.
- I Deeds or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
- J Deeds wherein there is an actual exchange of real estate and trust documents wherein there is an actual exchange of beneficial interests, except that that money difference or money's worth paid from one to the other shall not be exempt from the tax.
- K Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filing the declaration.
- L Deeds issued to a holder of a mortgage, as defined in section 15-103 of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
- M A deed or trust document related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, except that those deeds and trust documents shall not be exempt from filing the declaration.
- N Deeds where the grantee(s) thereof have continuously resided in an owner-occupied, single family detached or attached dwelling or condominium within the boundaries of the Village of Addison for at least one year prior to the date of said deed and are purchasing another owner-occupied , single family detached or attached dwelling or condominium within the boundaries of the Village of Addison. Proof , to the Village's reasonable satisfaction, of the one-year residence period shall be provided by the grantee(s) claiming the exemption. (ordinance 97-28, 7/7/97) (**Commonly known as Buy/Sell Program**).

Community	Transfer Tax	Buyer or Seller	Amount	Current FY Projected Revenue	Municipal Fund Revenue	Refunds/Exemptions
Woodridge	Yes	Seller	\$2.50/\$1,000	\$542,000	General	Seller of principal residence purchases another residence within 12 months of original transfer tax purchase date may get refund
Bartlett	Yes	Seller	\$3.00/\$1,000	\$800,000	General	Exempt if purchased and resided in home within 6 months or 12 months if purchased and sold properties
Romeoville	Yes	Buyer	\$3.50/\$1,000	\$600,000	General & Rec Fund	Refunded for residents only selling a home and buying another home in City within 12 months of each other
Sycamore	Yes	Buyer	\$5.00/\$1,000	\$400,000	General	Exempt if a resident for 12 consecutive months prior to purchase
Addison	Yes	Buyer	\$2.50/\$1,000	\$555,000	General	Exempt if continuously resided in owner occupied single family dwelling or condo in the Village for at least one year prior to purchase of new residence in Village
Carol Stream	Yes	Seller	\$3.00/\$1,000		General	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year within the last three years prior to sale and purchased new property as replacement and files for refund within one year of purchase
Elk Grove Village	Yes	Seller	\$3.00/\$1,000	\$1,450,000	General	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year prior to purchase of new property as replacement and files for refund within one year of purchase. Also have a senior refund if age 65.
Glen Ellyn	Yes	Seller	\$3.00/\$1,000	\$663,000	Capital Fund	Refund if resident owned and resided in property and paid this tax and did not rent or lease property and resided in property for a period of one year within the last three years prior to sale and purchased new property as replacement and files for refund within one year of purchase
Streamwood	Yes	Seller	\$3.00/\$1,000	\$550,000	General	Exempt if continuously resided in owner occupied single family dwelling or condo in the Village for at least one year prior to purchase of new residence in Village
Park Ridge	Yes	Seller	\$2.00/\$1,000	\$700,000	General	Did not find

Community	Transfer Tax	Buyer or Seller	Amount	Current FY Projected Revenue	Municipal Fund Revenue	Refunds/Exemptions
Elmhurst	Yes	Seller	\$1.50/\$1,000	\$675,700	General	Refunded if resident sold property within 180 days of purchasing another property within the City
Aurora	Yes	Seller	\$3.00/\$1,000	\$3,000,000	Debt Service	TBD
Wheaton	Yes	Buyer	\$2.50/\$1,000	\$800,000	General	Refunded if resident sold property within one year of purchasing another property within the City
Naperville	Yes	Buyer	\$1.50/\$1,000	\$4,000,000	General	TBD
Bolingbrook	Yes	Buyer/ Seller	\$7.50/\$1,001	\$4,000,000	General	If previously paid tax on home prior to sale, paid tax on purchase within one year of sale, filed application for refund within one year from sale or purchase
Joliet	Yes	Buyer	\$3.00/\$1,000	\$4,000,001	General	TBD

Village of Addison

Office of Finance
1 Friendship Plaza Addison, IL
Phone (630) 693-7564
Fax (630)543-2580

Certificate of Exemption

(A stamp is required for all transactions)

Exempt \$0.01
Stamp #: _____
Date: _____
Water: _____
Sewer: _____ PR: _____
Cash Check _____

A Fifty Dollar (\$50) fee is required for all exempt transactions.

The Undersigned _____ Hereby States That
the Deed From _____
To _____
Dated _____ Regarding the Property at _____
Is Exempt From the Addison Real Estate Transfer Tax as Follows:

- A Deeds to or trust documents relating to property acquired by any governmental body or from any governmental body or deeds to or documents relating to property or interests transferred between governmental bodies, or by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; except that such deeds or trust documents, other than those in which the Administrators of Veteran's Affairs of the United States of America is the grantee pursuant to a foreclosure proceeding shall not be exempt from filing the declaration.
- B Deeds or trust documents which secure debt or other obligation.
- C Deeds, or trust documents which, without additional consideration, confirm, correct, modify, or supplement a deed previously recorded.
- D Deeds or trust documents where the actual consideration is less than \$100.00.
- E Tax deeds.
- F Deeds or trust documents of release of property which is security for a debt or other obligation.
- G Deeds of partition.
- H Deeds or trust documents made pursuant to mergers, consolidations or transfers or sales of substantially all of the assets of corporations pursuant to plans of reorganization.
- I Deeds or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
- J Deeds wherein there is an actual exchange of real estate and trust documents wherein there is an actual exchange of beneficial interests, except that that money difference or money's worth paid from one to the other shall not be exempt from the tax.
- K Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filing the declaration.
- L Deeds issued to a holder of a mortgage, as defined in section 15-103 of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
- M A deed or trust document related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, except that those deeds and trust documents shall not be exempt from filing the declaration.
- N Deeds where the grantee(s) thereof have continuously resided in an owner-occupied, single family detached or attached dwelling or condominium within the boundaries of the Village of Addison for at least one year prior to the date of said deed and are purchasing another owner-occupied, single family detached or attached dwelling or condominium within the boundaries of the Village of Addison. Proof, to the Village's reasonable satisfaction, of the one-year residence period shall be provided by the grantee(s) claiming the exemption. (ordinance 97-28, 7/7/97) **(Commonly known as Buy/Sell Program)**.

State Facts Showing the Applicability of Exemption: ___ Refinance ___ Trust ___ Name Change (Marriage/Divorce)
Sheriff's Sale : _____ Other : _____

VOA Finance Officer

Signature _____

Date: _____

ARTICLE 44-X REAL ESTATE TRANSFER TAX

[Sec 44-211 Definitions](#)

[Sec 44-212 Imposition Of Tax](#)

[Sec 44-213 Primary Liability For Tax](#)

[Sec 44-214 Declaration Form](#)

[Sec 44-215 Deeds](#)

[Sec 44-216 Revenue Stamps Required](#)

[Sec 44-217 Transfer In Trust](#)

[Sec 44-218 Recordation Of Deeds](#)

[Sec 44-219 Proceeds Of Tax](#)

[Sec 44-220 Violations And Penalties](#)

[Sec 44-221 Effective Date](#)

[Sec 44-222 Severability](#)

[Sec 44-223 Payment Of Various Outstanding Accounts](#)

[Sec 44-224 Payment Of Water Charges](#)

Sec 44-211 Definitions

For the purpose of this article, the following words or terms shall have the meanings here ascribed to them:

Person: Any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, copartnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Illinois, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, and the United States or any instrumentality thereof. Whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the officers thereof.

Recordation: The recording of deeds with the office of the recorders of deeds of Kane, DuPage, Will or Kendall Counties, Illinois.

Value: The amount of the full actual consideration for any transfer covered hereunder, including the amount of any lien or liens assumed by the grantee or purchaser.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O90-44, § 1, 5-1-90; Ord. No. O00-146, § 1, 11-14-00)

Sec 44-212 Imposition Of Tax

A tax is imposed on the transfer of title to real property located in the city as evidenced by the recordation of a deed by any person or by the delivery of any deed or assignment of interest of said real property, made after the first day of March, 1990.

- (a) The tax imposed shall be three dollars (\$3.00) for every one thousand dollars (\$1,000.00) value or fraction thereof as stated in the State of Illinois Real Estate Transfer Tax Declaration form.
- (b) The term "deed," as used in this section, shall mean all documents, except memoranda of contract, transferring or reflecting the transfer of legal title, equitable title, or both legal and equitable title to real property, or the beneficial interest in a land trust. Delivery of any deed shall be deemed to have occurred when the transferee or purchaser, or his representative or agent, receives possession of the deed or in the case of a land trust when the trustee receives possession of a valid assignment of a beneficial interest.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O90-44, § 1, 5-1-90)

Sec 44-213 Primary Liability For Tax

Except for a sheriff, judicial or other deed that arises from a judicial proceeding and which deed is not otherwise exempt by state, local or federal law, the primary liability for payment of said tax shall be borne by the grantor or seller involved in any such transaction unless otherwise negotiated by contract; provided, however, it shall be unlawful for the grantee or purchaser to accept a conveyance if the transfer tax has not been paid. The grantee or purchaser in a deed, not otherwise exempt, in a sheriff, judicial or other deed arising from a judicial proceeding is liable for payment of said tax. The tax herein levied shall be in addition to any and all other taxes.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O07-113, § 1, 10-23-07)

Sec 44-214 Declaration Form

At the time any tax stamp is requested, there shall also be presented to the city treasurer or his designee, a copy of the State of Illinois Real Estate Transfer Tax Declaration form signed by at least one (1) of the grantors or their agent.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O90-44, § 1, 5-1-90; Ord. No. O06-50, § 1, 6-13-06)

Sec 44-215 Deeds

Every deed shall show the date of the transaction which it evidences, the names of the grantor and grantee, and a legal description of the property to which it relates. Deeds exempt under the State of Illinois Real Estate Transfer Tax Act, shall be exempt from the tax levied by this article, provided the reason for the exemption is indicated either on the face of the deed or on the State of Illinois Real Estate Transfer Tax Declaration. Such deeds shall require a city tax stamp for recordation stating "no tax due."

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O90-44, § 1, 5-1-90; Ord. No. O06-50, § 1, 6-13-06; Ord. No. O07-15, § 1, 2-27-07)

Sec 44-216 Revenue Stamps Required

The tax herein levied and imposed shall be collected by the city treasurer or his designee for the city through the sale of revenue stamps, which shall be caused to be prepared by said city treasurer in such quantities and denominations including a "no tax due" stamp, as said city treasurer may from time to time prescribe. Such revenue stamps shall be available for sale at and during the regular business hours of the city offices or at other locations designated by the city treasurer. Upon payment of the tax herein levied and imposed, the revenue stamps so purchased shall be affixed to the deed or other instrument of conveyance. Any person so using and affixing a revenue stamp or stamps shall cancel it and so deface it as to render it unfit for use by marking it with his initials and the day, month and year when the affixing occurs. Such markings shall be made by writing or stamping in indelible ink or by perforating with a machine or punch. However, the revenue stamp(s) shall not be so defaced as to prevent ready determination of its denomination and genuineness.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O06-50, § 1, 6-13-06)

Sec 44-217 Transfer In Trust

No trustee of real estate shall accept or acknowledge an assignment of beneficial interest in real estate located in the city without first obtaining a real estate transfer declaration from the assignor and assignee and unless revenue stamps in the required amount, as set forth in this article, have been affixed to the assignment.

(Ord. No. O89-118, § 1, 12-19-89)

Sec 44-218 Recordation Of Deeds

After the effective date of this article, no person shall present a deed conveying real property within the corporate limits of the city for recordation in the recorders of deeds for Kane, DuPage, Will or Kendall Counties unless such deed shall bear either an Aurora Real Estate Transfer Tax Stamp in the amount required by this article, or a "no tax due" stamp.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O00-146, § 1, 11-14-00; Ord. No. O06-50, § 1, 6-13-06; Ord. No. O07-113, § 1, 10-23-07)

Sec 44-219 Proceeds Of Tax

All proceeds resulting from the imposition of the tax under this article, including interest and penalties, shall be paid to the city and shall be credited to and deposited in an appropriate fund of the city.

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O99-82, § 1, 10-12-99)

Sec 44-220 Violations And Penalties

It shall be a violation of this article to do the following:

- (a) Make any representation in order to obtain a "No Tax Due" stamp or record a deed that the deed is exempt when it is not in fact exempt.
- (b) Offer advice, counsel or otherwise assist any person in evading the requirements of this Article that results in a request for a "No Tax Due" stamp being made or a deed recorded showing it is exempt when it is not in fact exempt.
- (c) Offer advice, counsel or otherwise assist any person in recording any deed without obtaining a "No Tax Due" stamp or paying the tax due as required by this article.
- (d) Violate any of the remaining provisions of this article.
- (e) Any person found guilty in a court of competent jurisdiction of violating, disobeying, omitting, neglecting or refusing to comply with or resisting or opposing the enforcement of any provision of this article, upon conviction thereof, shall be punished by a fine of not less than two hundred dollars (\$200.00) nor more than one thousand dollars (\$1,000.00).

(Ord. No. O89-118, § 1, 12-19-89; Ord. No. O07-113, § 1, 10-23-07)

Sec 44-221 Effective Date

These provisions shall be in full force and effect from March 1, 1990.

(Ord. No. O89-118, § 1, 12-19-89)

Sec 44-222 Severability

If any provision, clause, sentence, paragraph, section or part of this article, or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this article and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the city council that this article would have

been adopted had such unconstitutional or invalid provisions, clause, sentence, paragraph, section or part thereof not been included.

(Ord. No. O89-118, § 1, 12-19-89)

Sec 44-223 Payment Of Various Outstanding Accounts

The city treasurer shall issue no transfer tax stamps, including "no tax due" stamps, unless all outstanding building code fines, burglar alarm fees, fire alarm fees, housing rehabilitation loans, property maintenance invoices, liens related to the subject property and real estate transfer taxes due from any prior conveyance including a sheriff's, judicial or other deed arising from a judicial proceeding that is not otherwise exempt by state, local or federal laws have been paid in full.

(Ord. No. O00-146, § 1, 11-14-00; Ord. No. O06-50, § 1, 6-13-06; Ord. No. O07-113, § 1, 10-23-07)

Sec 44-224 Payment Of Water Charges

The city treasurer shall issue no transfer tax stamps unless the provisions of section 48-73 of this Code have been completely satisfied as to the subject property.

(Ord. No. O00-146, § 1, 11-14-00)

Bolingbrook, IL Code of Ordinances

- CODE OF ORDINANCES OF THE VILLAGE OF BOLINGBROOK, ILLINOIS
- Chapter 1 - GENERAL PROVISIONS
- Chapter 2 - ADMINISTRATION
- Chapter 4 - ADMINISTRATIVE PROCEDURE
- Chapter 6 - ALCOHOLIC BEVERAGES
- Chapter 8 - ANIMALS
- Chapter 10 - BUILDINGS AND CONSTRUCTION
- Chapter 12 - BUSINESSES
- Chapter 14 - EMERGENCY MANAGEMENT AND SERVICES
- Chapter 16 - ENVIRONMENT
- Chapter 18 - ETHICS IN GOVERNMENT
- Chapter 20 - FINANCE
- Chapter 22 - FIRE PROTECTION
- Chapter 24 - HEALTH REGULATIONS
- Chapter 26 - HOUSING STANDARDS AND PROPERTY MAINTENANCE
- Chapter 28 - HUMAN RELATIONS AND SOCIAL SERVICES
- Chapter 30 - LAND DEVELOPMENT AND SUBDIVISIONS
- Chapter 32 - LAW ENFORCEMENT
- Chapter 34 - NUISANCES
- Chapter 36 - OFFENSES

- Chapter 40 - SEWER UTILITY
- Chapter 42 - SOLID WASTE
- Chapter 44 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

▼ Chapter 46 - TAXATION

- ARTICLE I. - IN GENERAL
- ARTICLE II. - RETAILERS' OCCUPATION TAX
- ARTICLE III. - MUNICIPAL SERVICE OCCUPATION TAX
- ▼ ARTICLE IV. - REAL ESTATE TRANSFER TAX

Sec. 46-82. - Definitions.

Sec. 46-83. - Transfer of title by deed.

Sec. 46-84. - Transfer of beneficial interest.

Sec. 46-85. - Transfer of controlling interest in a real estate entity.

Sec. 46-86. - Refund of tax.

Sec. 46-87. - Proceeds of tax.

Sec. 46-88. - Interest and penalties.

Sec. 46-89. - Civil liability for tax.

Sec. 46-90. - Fine for violation.

Sec. 46-91. - Payment of all debts due village required for issuance of tax stamps.

Secs. 46-92—46-110. - Reserved.

- ARTICLE V. - SIMPLIFIED MUNICIPAL TELECOMMUNICATIONS TAX
- ARTICLE VI. - HOTEL ROOM RENTAL TAX
- ARTICLE VII. - MOTOR FUEL TAX
- ARTICLE VIII. - PRIVILEGE TAX ON MOTOR VEHICLE LEASING
- ARTICLE IX. - PREPARED FOOD TAX

> ARTICLE XI. - 9-1-1 TELEPHONE SURCHARGE

> ARTICLE XII. - TAXPAYER BILL OF RIGHTS

> Chapter 48 - TELECOMMUNICATIONS

> Chapter 50 - TRAFFIC AND VEHICLES

> Chapter 52 - WATER UTILITY

> Chapter 54 - ZONING

CODE COMPARATIVE TABLE - 1973 CODE

CODE COMPARATIVE TABLE - LEGISLATION

STATE LAW REFERENCE TABLE

< Secs. 46-55—46-81. - Reserved. ARTICLE V. - SIMPLIFIED MUNICIPAL TELECOMMUNICATIONS TAX >

ARTICLE IV. - REAL ESTATE TRANSFER TAX



Sec. 46-82. - Definitions.



The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beneficial interest means, but is not limited to, the beneficial interest in a state land trust, the lessee interest in a ground lease including any interest of the lessee in the related improvements that provides for a term of 30 or more years when all options to renew or extend are included regardless of whether any portion of the term has expired, or the indirect interest in real property as reflected by a controlling interest in a real estate entity.

Controlling interest means more than 50 percent of the fair market value of all ownership interests or beneficial interests in a real estate entity.

Real estate entity means any person, including, but not limited to, any partnership, corporation, limited liability company, trust, other entity, or multi-tiered entity, that exists or acts substantially for the purpose of holding directly or indirectly title to or beneficial interest in real property. There is a

Code of Ordinances
rebuttable presumption that an entity is a real estate entity if it owns, directly or indirectly, real property having a fair market value greater than 75 percent of the total fair market value of the entity's assets, determined without deduction for any mortgage, lien, or encumbrance.

Recordation means the recording of deeds by the recorders of deeds for either Will or DuPage County.

Value means the amount of the full actual consideration for any transfer covered hereunder, including the amount of any lien assumed by the grantee or purchaser.

(Code 1973, § 8-1404(a); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Sec. 46-83. - Transfer of title by deed.

- (a) *Imposition of tax.* A tax is imposed on the privilege of transferring title to real estate within the village corporate limits, as represented by the deed that is filed for recordation, at the rate, as provided in the village fee schedule, for each \$500.00 or fraction thereof stated in the declaration as provided for in this section. The tax levied shall be in addition to any and all other taxes.
- (b) *Liability for tax.* One-half of the tax levied under this article shall be borne by the grantor of any deed subject to this section and one-half of the tax shall be borne by the grantee of any deed subject to this section.
- (c) *Purchase of stamps.* The tax levied by this section shall be paid by the purchase of tax stamps from the finance director or his designated agent. The payment of such tax shall be denoted by an adhesive stamp affixed to the face of the deed.
- (d) *Filing of declaration.* At such time as the tax levied by this section is paid, there shall be filed with the finance director a fully executed and completed copy of the real estate transfer declaration required by the provisions of 35 ILCS 200/31-25.
- (e) *Exemptions.* The following shall be exempt from the tax levied by this article:
 - (1) Deeds to or trust documents relating to property acquired by any governmental body or from any governmental body or deeds to or documents relating to property or interests transferred between governmental bodies, or by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; except that such deeds or trust documents, other than those in which the administrators of veterans' affairs of the United States of America is the grantee pursuant to a foreclosure proceeding shall not be exempt from filing the declaration.
 - (2) Deeds or trust documents which secure debt or other obligation.

Code of Ordinances (3) Deeds or trust documents which, without additional consideration, confirm, correct, modify or supplement a deed or trust previously recorded.

- (4) Deeds or trust documents where the actual consideration is less than \$100.00.
 - (5) Tax deeds.
 - (6) Deeds or trust documents of release of property which is security for a debt or other obligation.
 - (7) Deeds of partition.
 - (8) Deeds or trust documents made pursuant to mergers, consolidations or transfers or sales of substantially the assets of corporations pursuant to plans of reorganization.
 - (9) Deeds or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
 - (10) Deeds wherein there is an actual exchange of real estate and trust documents wherein there is an actual exchange of beneficial interests, except that that money difference or money's worth paid from one to the other shall not be exempt from the tax.
 - (11) Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the federal government, except that such deeds shall not be exempt from filing the declaration.
 - (12) Deeds issued to a holder of a mortgage, as defined in 735 ILCS 5/15-1208, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
 - (13) A deed or trust document related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, except that those deeds and trust documents shall not be exempt from filing the declaration.
- (f) *Certificate of exemption; marking deed as exempt; fees.* Every deed which is tax exempt pursuant to this section shall be presented to the finance director so as to be appropriately marked by the director as an exempt deed eligible for recordation without the payment of tax. At such time as a deed is presented to the finance director pursuant to this section, there shall be filed with the director a certificate setting forth the facts which justify the exemption of the deed presented. The certificate shall be executed on behalf of either the grantor or grantee and shall be on a form provided by finance director. The applicant for exemption shall submit a payment, as provided in the village fee schedule, for review of the application and issuance of the certificate.
- (g) *Real estate transfer tax stamps.* The tax herein levied and imposed shall be collected by the finance director through the sale of real estate transfer tax stamps, which shall be caused to be prepared by the finance director in such quantities as the finance director may from time to time prescribe. Such stamps shall be available for sale at, and during the regular business

hours of the village offices and the offices of such agent as the village may designate. Upon payment of the tax herein levied and imposed, the stamps so purchased shall be affixed to the deed or other instrument of conveyance as required by [section 46-84](#). Any person so using and affixing a stamp shall cancel it and so deface it as to render it unfit for reuse by marking it with his initials and the day, month and year when the affixing occurs. Such marking shall be made by writing or stamping in indelible ink or by perforating with a machine or punch; however, the stamps shall not be so defaced as to prevent ready determination of its denomination and genuineness. The village real estate transfer tax stamp shall be of a design substantially as shown.

- (h) *Residential real estate disclosure form required.* No real estate transfer tax stamps shall be issued for any residential real estate, as defined in [section 30-264](#), unless a duly executed residential real estate disclosure form has been submitted to the finance director or his designee in compliance with [section 30-266](#).
- (i) *Recordation of deeds.* No deed conveying real property within the village corporate limits shall be entitled to recordation by the recorders of deeds for Will and DuPage Counties unless such deed shall bear either a village real estate transfer tax stamp in the amount required by this section, or an exemption mark from the village finance director.

(Code 1973, § 8-1401; Ord. No. 79-052, 8-28-1979; Ord. No. 89-048, 4-25-1989; Ord. No. 91-025, 4-23-1991; Ord. No. 93-045, 4-27-1993; Ord. No. 00-111, 6-27-2000; Ord. No. 03-042, 4-22-2003)

Sec. 46-84. - Transfer of beneficial interest.

- (a) *Imposition of tax.* A tax is imposed on the privilege of transferring the beneficial interest in real estate within the village corporate limits at the rate, as provided in the village fee schedule, thereof stated in the declaration provided for in this section. The tax herein levied shall be in addition to any and all other taxes.
- (b) *Liability for tax.* One-half of the tax levied under this article shall be borne by the grantor, assignor or transferor of any instrument conveying a benefit interest in real estate within the village corporate limits, and one-half of the tax shall be borne by the grantee, assignee or transferee of such beneficial interest.
- (c) *Purchase of stamps.* The tax levied by this section shall be paid by the purchase of tax stamps from the finance director or his designated agent. The payment of such tax shall be denoted by an adhesive stamp affixed to the face of the instrument transferring the beneficial interest.
- (d) *Filing of declaration.* At such time as the tax levied by this section is paid, there shall be filed with the finance director a declaration of actual consideration paid for the transfer of beneficial interest, which declaration shall be on a form provided by the finance director and executed by the person liable for the tax.

Code of Ordinances (e) *Real estate transfer tax stamps.* The tax herein levied and imposed shall be collected by the finance director through the sale of real estate transfer tax stamps as provided in [section 46-83](#)(f).

(f) *Duty of trustee.* No trustee of real estate shall accept an assignment of beneficial interest in real estate located in the village unless tax stamps in the required amount, as set forth in this section, have been affixed to the assignment.

(Code 1973, § 8-1402; Ord. No. 79-052, 8-28-1979; Ord. No. 89-048, 4-25-1989; Ord. No. 91-025, 4-23-1991)

Sec. 46-85. - Transfer of controlling interest in a real estate entity.

(a) *Imposition of tax.* A tax is imposed on the privilege of transferring a controlling interest in a real estate entity owning property located within the village corporate limits, at the rate, as provided in the village fee schedule, for each \$500.00 of value or fraction thereof stated in the declaration provided for in this section. The tax herein levied shall be in addition to any and all other taxes.

(b) *Tax liability.* One-half of the tax levied under this article shall be borne by the grantor, assignor or transferor of any instrument conveying controlling interest in a real estate entity owning property within the village corporate limits, and one-half of the tax shall be borne by the grantee, assignee or transferee of such controlling interest.

(c) *Purchase of stamps.* The tax levied by this section shall be paid by the purchase of tax stamps from the finance director or his designated agent. The payment of such tax shall be denoted by an adhesive stamp affixed to the face of the instrument transferring the controlling interest.

(d) *Filing of declaration.* At such time as the tax levied by this section is paid, there shall be filed with the finance director a declaration of actual consideration paid for the transfer of the controlling interest, which declaration shall be on a form provided by the finance director and executed by the person liable for the tax.

(e) *Real estate transfer tax stamps.* The tax herein levied and imposed shall be collected by the finance director through the sale of real estate transfer tax stamps as provided in [section 46-83](#)(f).

(f) *Duty of real estate entity.* No real estate entity owning real estate located in the village shall convey or attempt to convey a controlling interest in the entity unless tax stamps in the required amount, as set forth in this section, have been affixed to the transfer instrument.

(Code 1973, § 8-1402.1; Ord. No. 05-011, 1-25-2005)

Sec. 46-86. - Refund of tax.

(a) Any person who has paid the tax provided for in this article shall be entitled to a limited

Code of Ordinances refund of a portion of such tax as hereinafter provided subject to the following conditions: :

- (1) The taxpayer has previously paid the tax provided for in [section 46-83](#) in conjunction with the sale of a single-family attached or detached dwelling or condominium unit within the village corporate limits which he has owned and occupied as a principal residence immediately prior to the sale;
 - (2) The taxpayer has purchased, and paid the tax provided for in [section 46-83](#) in conjunction with the purchase of, a single-family attached or detached dwelling or condominium unit within the village corporate limits, which his new principal residence within one year of the date of the sale; and
 - (3) The taxpayer has filed an application with the village for refund of the tax within one year from the sale or purchase date.
- (b) If the foregoing conditions have been met, the taxpayer shall be entitled to a refund limited to 50 percent of the amount of the taxes identified in subsections (a)(1) and (a)(2) of this section, which were actually paid by the taxpayer as a consequence of the sale and purchase of the single-family dwellings in the village.

(Code 1973, § 8-1403; Ord. No. 79-052, 8-28-1979; Ord. No. 97-011, 2-12-1997)

Sec. 46-87. - Proceeds of tax. :

All proceeds resulting from the collection of the tax imposed by this article, including interest and penalties, shall be paid into the treasury of the village and shall be credited to and deposited in the general fund of the village.

(Code 1973, § 8-1404(b); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Sec. 46-88. - Interest and penalties. :

In the event of failure by any person to pay to the finance director the tax required hereunder when the same shall be due, interest shall accumulate and be due upon the tax at the rate of one percent per month commencing as of the first day following the day when the deed was recorded or the assignment of beneficial interest was accepted by the trustee. In addition, a penalty of 50 percent of the tax and interest due shall be assessed and collected against any person who shall fail to pay the tax imposed by this article.

(Code 1973, § 8-1404(c); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Sec. 46-89. - Civil liability for tax. :

Code of Ordinances In the event of failure by any person to pay to the finance director the tax required hereunder when the same shall be due, the person shall be liable to the village for such tax, together with interest and penalties. The village may bring an action to collect such tax, interest and penalties in any court of competent jurisdiction.

(Code 1973, § 8-1404(d); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Sec. 46-90. - Fine for violation.

In addition to the remaining provisions of this article, any person found guilty in a court of competent jurisdiction of violating, disobeying, omitting, neglecting or refusing to comply with any provision of this article, upon conviction thereof, shall be punished by a fine of not more than \$500.00 for each offense.

(Code 1973, § 8-1404(e); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Sec. 46-91. - Payment of all debts due village required for issuance of tax stamps.

No real estate transfer tax stamps shall be issued for any parcel of land located within the boundaries of the village unless any and all debts due to the village with respect to the parcel have been paid in full.

(Code 1973, § 8-1404(f); Ord. No. 79-052, 8-28-1979; Ord. No. 90-007, 1-23-1990; Ord. No. 18-027, 5-8-2018)

Secs. 46-92—46-110. - Reserved.



REAL ESTATE TRANSFER TAX

REFUND APPLICATION

PROPERTY INFORMATION

Yes No

Name _____ Property Address for which tax was paid _____ Rental Property? _____

Current Address _____ Date Submitted _____

Yes No

Do you currently occupy this property? _____ Home Phone Number _____ Date Received _____

INSTRUCTIONS

- Complete all information requested under Property Information and sign application
- Attach a copy of the closing/settlement statements from BOTH properties.

Ordinance 4457 Refund of Tax: Section 16

A grantor, seller, assignor, or transferor who has paid the tax provided for in this article shall be entitled to a refund of such tax in the event such grantor, seller, assignor, or transferor satisfied all of the following requirements:

A	He or she was the grantor or occupier of a property, including residential, commercial, or industrial property within the corporate limits of the Village as to which taxes were paid pursuant to this ordinance; and
B	He or she did not rent or lease any portion of the previously owned dwelling or real estate to another person or persons for more than a period of one (1) year within the last three (3) years prior to sale and must have resided in the house being sold for a period of one (1) year within the last three (3) years prior to sale; and
C	He or she has purchased and occupies at the date of the application for refund another property within the Village as a replacement for the property sold; or
D	The entity contractually obligated to pay the tax is a not-for-profit corporation which is purchasing or selling a residential property within the corporate limits of the Village as part of a fund-raising event in which the property was purchased and thereafter sold within one (1) year and was constructed under a contract with a builder who agreed to transfer the property at the builder's actual cost of the land and the construction; and
E	He or she makes the application for refund not later than one (1) year after the tax payment has been made and provides adequate evidence of the fulfillment of each requirement for a refund
F	In the event he or she has purchased a replacement property as required in subsection c for the purpose of constructing a new home on said property, and he or she has an active building permit issued for the construction of a new home at the time of the expiration of the one year period as defined in subsection e, he or she may receive an extension in time of no more than an additional 6 months in which to complete and occupy the replacement property. For the purposes of this subsection, the occupancy requirement shall be deemed satisfied upon the issuance of an occupancy permit.

Signed

Administrative Use Only

Stamp number of property sold, amount, & date Stamp: _____ Amount: _____ Date: _____

Stamp number of property purchased, amount, & date Stamp: _____ Amount: _____ Date: _____

Is water/sewer account set-up for current address? Yes No

Approved Refund Amount: \$ _____ G/L: 4000-410600

Accounts Manager

Date

Real Estate Transfer Tax Stamps

Real Estate Transfer Tax Stamps are required for property purchased or transferring title to real estate within the City of Wheaton corporate limits. Wheaton real estate transfer tax stamps are \$2.50 for every \$1,000 of value or fraction thereof of the full sale price or actual consideration. The buyer (or grantee) is required to purchase a real estate transfer tax stamp.

Real Estate Transfer Tax Payment Procedures

Before obtaining a Real Estate Transfer Stamp:

- You must call 630-260-2000 to schedule a final water reading. The final Utility Bill must be paid in order to receive the Real Estate Transfer Stamp.
- All outstanding fines and fees must be paid in order to receive the Real Estate Transfer Stamp.

Property Transactions

The buyer or grantee of real property that is not exempt must bring or email (finance@wheaton.il.us) the following documents to the Wheaton City Hall Finance Department:

- Copy of the completed Illinois Real Estate Transfer Declaration (PTAX-203)
- Completed City of Wheaton [Real Estate Transfer Tax form \(PDF\)](#).
- Completed City of Wheaton [Utility Account Application Form \(PDF\)](#).

Exempt Property Transactions

Property deeds or trust documents that are exempt from the real estate transfer tax requirement are still required to receive a \$0 value stamp, pay a \$25 administrative fee and notation of eligibility of exemption. The buyer or grantee of real property must bring the following documents to Wheaton City Hall:

- Copy of the completed deed.
- Completed City of Wheaton [Real Estate Transfer Tax Exempt Application Form \(PDF\)](#).

Acceptable methods of payment include: cash, check, credit card and debit card.

Real Estate Transfer Tax Stamp Refunds

In certain situations, buyers may be eligible for a refund of the real transfer tax paid under the following conditions:

1. A grantee, buyer, assignee or transferee who has paid the tax shall be entitled to a refund if:
 1. Such grantee, buyer, assignee or transferee was a resident of a single-family dwelling or condominium unit, or owner of a commercial or retail business within the corporate limits of the City and sold said property within one (1) year prior to the purchase of an owner-occupied single-family dwelling or condominium unit or owner-occupied retail business within the City of Wheaton.
2. A grantee, buyer, assignee or transferee who has paid the tax shall be entitled to a refund of such tax if at least one of the grantees is the natural born or adopted child of one of the sellers or grantors of the real property.

The [Real Estate Transfer Tax Refund Application \(PDF\)](#) form should be completed after the property purchased has closed and the property sold has closed. For refunds related to children of the seller, documentation is required to prove your relationship to the seller.

Contact Us

Finance

Physical Address

303 W Wesley Street
1st Floor
Wheaton, IL 60187

Phone: 630-260-2000

Office Hours:

Monday - Friday, 8:00 a.m.-5 p.m.

[Directory](#)

Email:

finance@wheaton.il.us



CONTACT US

City of Wheaton
303 W Wesley Street
Wheaton, IL 60187-0727
Phone: [630-260-2000](tel:630-260-2000)

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HELPFUL LINKS

[Garbage Pickup & Recycling](#)
[City Code & Ordinances](#)
[City Newsletter](#)
[Budget & Financial Reports](#)
[Service Request Form](#)
[Transparency Website Feedback](#)

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Village of Woodridge

REAL ESTATE TRANSFER TAX REFUND - INSTRUCTIONS

If a seller of a Woodridge home, which was their principal residence, is purchasing another principal residence in Woodridge within 12 months of the original transfer tax purchase date, the seller may be eligible for a refund of the Real Estate Transfer Stamp Tax purchased for the original sale.

Required Documents:

- **Village of Woodridge Transfer Tax Refund Form** – must be completed and signed.
- **From SALE:**
 - Photocopy of the deed for the Woodridge property sold, showing the transfer stamp, as proof of payment for the Real Estate Transfer Tax.
 - If you are unable to furnish, the Village *may* accept a photocopy the official closing statement showing the date of closing.
 - Photocopy of a gas, electric, or cable bill at least 6 months old as proof that the property was the applicant's principal residence.
- **From PURCHASE:**
 - Photocopy of the deed for the Woodridge property purchased, showing the transfer stamp, as proof of payment for the Real Estate Transfer Tax.
 - If you are unable to furnish, the Village *may* accept a photocopy the official closing statement showing the date of closing.

Fee for Refund:

- There is a **\$25 fee** for administering refunds.
 - *Example: Resident sells their Woodridge home in March 2019 and pays \$300 for a Real Estate Transfer Tax Stamp. In October 2019, the same resident purchases another home in Woodridge. This resident, assuming all conditions are met, would get a refund of \$275 (\$300 less \$25 administrative fee).*

Other Requirements:

- Seller did not rent or lease any portion of the previously owned dwelling or unit to another person or persons.
- Further documentation may be required upon review.



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

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2022-09

Agenda Item Summary Memo

Title: FY23 Draft Budget Revisions

Meeting and Date: City Council – March 22, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 03/08/22 Action Taken: Public Hearing was held.

Item Number: CC 2022-09

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:

FY 23 Proposed Budget Link - <https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/4453>



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: March 17, 2022
Subject: Fiscal Year 2023 Budget Revisions

Summary

Review of proposed changes to the Fiscal Year 2023 draft budget, as itemized on Exhibit A (attached).

Background

This item was last discussed at the March 8th City Council meeting. Since that meeting, staff has made three additional revisions to the Proposed FY 23 budget as identified below:

Budget Adjustment #1 – (as proposed on March 8th)

The FY 22 projected Federal Grants (82-41-4160) line item in the (82) Library Fund was increased by \$6,824, to reflect the receipt of a Library Service and Technology Grant (ARPA Funds); thus increasing fund balance by the aforementioned amount.

Budget Adjustment #2 – (revised)

Staff was recently notified by the vendor that the anticipated purchase of the watermain break trailer, initially projected in FY 22, will need to be deferred to FY 23 due to ongoing supply chain issues. This offsetting adjustment will increase the fund balance equivalent in the (51) Water Fund by \$8,000 in FY 22, and then decrease the fund balance equivalent in FY 23 by the same amount.

Per the recommendation of Public Works Director Dhuse, \$8,400 has been added to the FY 23 equipment line item for a new utility locating unit. The unit under consideration has cellular data capabilities that will allow staff to upload utility locations into the “cloud”, which can then be downloaded into the GIS system. In addition to JULIE locates, this technology can also be utilized to collect data on street signs, light poles, hydrants, b-boxes, etc. Once this information is captured in the GIS system, staff will be able to locate City infrastructure items quickly and accurately. Please click on the link below for additional information:

<https://www.vivax-metrotech.com/vivax-product/vloc3-rtk-pro/>

Budget Adjustment #3 – (new item)

The FY 22 projected Federal Grants (01-41-4160) line item in the (01) General Fund was increased by \$77,153, to reflect the receipt of Federal Emergency Management Agency (FEMA) reimbursements related to costs incurred by the City stemming from the COVID-19 pandemic. The City submitted a total of \$86,499 COVID related costs for reimbursement, of which \$77,153 (89%) were approved. Approved costs included expenses incurred for personal protective equipment (PPE), office cleaning and biohazard (i.e., cleaning and disinfecting of City buildings after an employee tested positive) services. Denied expenses were mostly comprised of costs incurred for thermometers, air purifiers and filters.

Budget Adjustments #4 and #5 – (new items)

At their meeting in March, the Library Board approved a policy change whereby fines will no longer assessed on past due books and materials, thus decreasing (82) Library Fund revenues between \$6,000 to \$6,500 per fiscal year through FY 27 (Budget Adjustment #4). The new policy language is included below:

The library will no longer charge late fees for overdue items. Fine Free services are applied to all materials that are checked out at our Library regardless of which library the card holder and items belong to except for Laptops and Hotspots. Laptops and Hotspots will continue to accrue a \$5 per day fine for items not returned by the due date. While there are no more late fees, patrons can still accrue fees for damaged and/or lost materials. Both the Yorkville Public Library and the owing library of the item can charge a patron for damage or loss of library materials. Patrons will receive a:

- first notice 3 days before an item is due*
- second notice 7 days overdue*
- third notice 14 days overdue*
- 21 days after an item is overdue, the item is considered lost, and patrons will be charged for the price of that item unless the item is returned.*

In a Fine Free Library, when the material is returned, the fines will be cleared, and the patron can use their account once again. Items 9 months past their due date are billed & deleted the following month. At this point the item cannot be returned fine free and a full cost of replacement is assessed to the patron's account. A patron's account will be blocked when they have a lost or damaged item on their account, or when one or more items have been overdue for over 21 days.

Budget Adjustment #5 reduces Library IMRF and FICA expenditures by ~\$2,400 due to the proposed Marketing Coordinator position being reclassified from full-time to part-time.

Recommendation

Informational.

<u>Fiscal Year</u>	<u>Fund</u>	<u>Department</u>	<u>Account Number</u>	<u>Description</u>	<u>Original Amount</u>	<u>Revised Amount</u>	<u>Effect on Fund Balance</u>	<u>Notes</u>																
Budget Adjustment # 1																								
2022	Library	Library Operations	82-000-41-00-4160	Federal Grants	764	7,588	6,824	<i>Proposed by Management</i> <i>Library Services & Technology Act Grant (ARPA)</i>																
							<i>Overall Net Effect on Fund Balance</i>		<i>\$ 6,824</i>															
Budget Adjustment # 2																								
2022	Water	Water Operations	51-510-60-00-6060	Equipment	20,000	12,000	8,000	<i>Proposed by Management</i>																
							<i>Fiscal Year Subtotal</i>		<i>\$ 8,000</i>															
2023					30,000	46,400	(16,400)	<i>Watermain break trailer purchase postponed until after May 1st (FY 2023) due to supply chain issues - per vendor. Add new utility locating unit for \$8,400.</i>																
							<i>Fiscal Year Subtotal</i>					<i>\$ (16,400)</i>												
							<i>Overall Net Effect on Fund Balance</i>	<i>\$ (8,400)</i>																
Budget Adjustment # 3																								
2022	General	General Fund Revenues	01-000-41-00-4160	Federal Grants	1,436,189	1,513,342	77,153	<i>Proposed by Management</i> <i>FEMA - COVID-19 Reimbursements</i>																
							<i>Overall Net Effect on Fund Balance</i>		<i>\$ 77,153</i>															
Budget Adjustment # 4																								
2023	Library	Library Operations	82-000-43-00-4330	Library Fines	7,000	1,000	(6,000)	<i>Proposed by Library Board</i>																
							<i>Fiscal Year Subtotal</i>		<i>\$ (6,000)</i>															
2024					7,500	1,000	(6,500)	<i>Fines will no longer be assessed on overdue Library books and other materials (excludes laptops and hotspots). New fine policy approved by the Library Board on March 14, 2022.</i>																
							<i>Fiscal Year Subtotal</i>					<i>\$ (6,500)</i>												
2025					7,500	1,000	(6,500)					<i>Fines will no longer be assessed on overdue Library books and other materials (excludes laptops and hotspots). New fine policy approved by the Library Board on March 14, 2022.</i>												
							<i>Fiscal Year Subtotal</i>									<i>\$ (6,500)</i>								
2026					7,500	1,000	(6,500)									<i>Fines will no longer be assessed on overdue Library books and other materials (excludes laptops and hotspots). New fine policy approved by the Library Board on March 14, 2022.</i>								
							<i>Fiscal Year Subtotal</i>													<i>\$ (6,500)</i>				
2027					7,500	1,000	(6,500)													<i>Fines will no longer be assessed on overdue Library books and other materials (excludes laptops and hotspots). New fine policy approved by the Library Board on March 14, 2022.</i>				
							<i>Fiscal Year Subtotal</i>																	<i>\$ (6,500)</i>
							<i>Overall Net Effect on Fund Balance</i>																	<i>\$ (32,000)</i>
Budget Adjustment # 5																								
2023	Library	Library Operations	82-820-52-00-5212	Retirement Plan Contribution	28,674	26,240	2,434	<i>Proposed by Library Board</i>																
			82-820-52-00-5214	FICA Contribution	37,492	37,585	(93)		<i>IMRF & FICA adjustments related to Marketing Coordinator position going from FT to PT.</i>															
							<i>Overall Net Effect on Fund Balance</i>	<i>\$ 2,341</i>																



Overall Effect of Proposed Budget Adjustments on Fund Balance/Fund Balance Equivalent

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>Totals</u>
	<u>Projected</u>	<u>Proposed</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Totals</u>
General	\$ 226,112	\$ -	\$ (1,080,774)	\$ (609,496)	\$ (886,303)	\$ (617,620)	\$ (2,968,081)
Fox Hill SSA							
Sunflower SSA							
Motor Fuel Tax							
City-Wide Capital							
Buildings & Grounds							
Vehicle & Equipment							
Debt Service							
Water	(106,389)	(1,901,600)	(987,894)	(1,251,431)	1,074,822	2,059,733	(1,112,759)
Sewer							
Land Cash							
Parks & Recreation							
Library Ops	37,798	(22,937)	(22,935)	(31,255)	(35,191)	(40,792)	(115,312)
Library Capital							
Countryside TIF							
Downtown TIF							
Downtown TIF II							
Entity-Wide Total	\$ 157,521	\$ (1,924,537)	\$ (2,091,603)	\$ (1,892,182)	\$ 153,328	\$ 1,401,321	\$ (4,196,152)



City Fund Balance/Fund Balance Equivalent - Adjusted

	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026		FY 2027
	<u>Projected</u>		<u>Proposed</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>
General	\$ 9,398,466	\$	9,398,466	\$	8,317,692	\$	7,708,196	\$	6,821,893	\$	6,204,273
Fox Hill SSA	15,065		(22,635)		(12,275)		585		13,445		24,577
Sunflower SSA	(3,046)		754		4,114		7,474		10,834		12,466
Motor Fuel Tax	270,323		169,838		66,205		31,670		17,595		24,849
City-Wide Capital	1,851,069		221,638		-		-		-		-
Buildings & Grounds	10,641,399		777,068		12,041,616		602,671		-		-
Vehicle & Equipment	1,380,996		359,643		320,000		320,000		320,000		320,000
Debt Service	-		-		-		-		-		-
Water	3,794,969		1,893,369		905,475		(345,956)		728,866		2,788,599
Sewer	953,507		1,562,682		1,504,717		791,520		574,190		931,937
Land Cash	-		-		-		-		-		-
Park & Recreation	-		-		-		-		-		-
Countryside TIF	(1,182,714)		(1,153,380)		(1,118,739)		(1,077,110)		(1,185,421)		(1,282,188)
Downtown TIF	(1,638,038)		(1,629,650)		(1,618,595)		(1,608,057)		(1,598,103)		(1,588,806)
Downtown TIF II	(6,910)		43,323		113,074		178,894		247,731		318,218
Adjusted City-Wide Total	\$ 25,475,086	\$	11,621,116	\$	20,523,284	\$	6,609,887	\$	5,951,030	\$	7,753,925

Library Fund Balance Adjusted



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	<u>Projected</u>	<u>Proposed</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
Library	\$ 675,831	\$ 652,894	\$ 629,959	\$ 598,704	\$ 563,513	\$ 522,721
Library Capital	<u>180,862</u>	<u>145,712</u>	<u>110,712</u>	<u>75,962</u>	<u>41,462</u>	<u>31,552</u>
Adjusted Entity-Wide Total	\$ 856,693	\$ 798,606	\$ 740,671	\$ 674,666	\$ 604,975	\$ 554,273