



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

AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, February 21, 2023
6:00 p.m.
City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: January 17, 2023

New Business:

1. PW 2023-12 Snow Operations Report
2. PW 2023-13 Ordinance Approving a First Amendment TL Lease Agreement By and Between the United City of Yorkville and SprintCom LLC
3. PW 2023-14 Baseline Road – Contract Award
4. PW 2023-15 Baseline Road – Construction Engineering Agreement
5. PW 2023-16 Bristol Ridge Road Resurfacing – Balancing Authorization No. 1
6. PW 2023-17 Prairie Pointe Parking Lot Improvements – Change Order No. 1 (Balancing)
7. PW 2023-18 Fox Hill – Supplemental Resolution and Request for Expenditure
8. PW 2023-19 2023 Road to Better Roads – MFT Resolution and Cost Estimate
9. PW 2023-20 2023 Water Main Replacement Contract A – Contract Award
10. PW 2023-21 2023 Water Main Replacement Contract A – Construction Engineering Agreement
11. PW 2023-22 Corneils Road Interceptor – Change Order No. 1
12. PW 2023-23 EEI Rate Increase Request

Old Business:

1. 2022-82 Windett Ridge Road Parking Change

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, February 21, 2023
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 17, 2023
 - Approved _____
 - As presented
 - With corrections

NEW BUSINESS:

1. PW 2023-12 Snow Operations Report
 - Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

2. PW 2023-13 Ordinance Approving a First Amendment TL Lease Agreement By and Between the United City of Yorkville and SprintCom LLC

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2023-14 Baseline Road – Contract Award

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2023-15 Baseline Road – Construction Engineering Agreement

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2023-16 Bristol Ridge Road Resurfacing – Balancing Authorization No. 1

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

6. PW 2023-17 Prairie Pointe Parking Lot Improvements – Change Order No. 1 (Balancing)

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

7. PW 2023-18 Fox Hill – Supplemental Resolution and Request for Expenditure

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

8. PW 2023-19 2023 Road to Better Roads – MFT Resolution and Cost Estimate

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

9. PW 2023-20 2023 Water Main Replacement Contract A – Contract Award

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

10. PW 2023-21 2023 Water Main Replacement Contract A – Construction Engineering Agreement

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

11. PW 2023-22 Corneils Road Interceptor – Change Order No. 1

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

12. PW 2023-23 EEI Rate Increase Request

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

OLD BUSINESS:

1. PW 2022-82 Windett Ridge Parking Change

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – January 17, 2023

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, January 17, 2023, 6:00pm
Yorkville City Hall, Council Chambers
800 Game Farm Road**

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

IN ATTENDANCE:

Committee Members

Chairman Matt Marek
Alderman Ken Koch

Alderman Joe Plocher (via Zoom)

Other City Officials

City Administrator Bart Olson

Public Works Director Eric Dhuse

Assistant City Administrator Erin Willrett

Engineer Brad Sanderson, EEI

Alderman Chris Funkhouser (via Zoom at 6pm, in-person at 6:32pm)

Other Guests:

Mike Krempski

David Guss

The meeting was called to order at 6:02pm by Chairman Matt Marek. He recognized staff and guests and noted the remote attendance policy.

Citizen Comments: None

Previous Meeting Minutes: December 20, 2022

The minutes were approved as presented.

New Business:

1. PW 2023-01 Snow Operations Report

Director Dhuse said there were only 2 snow events so far this year and only a few complaints. He noted salt usage and also said that one truck broke down, but will be back in service in a week.

2. PW 2023-02 Quarterly Bond and Letter of Credit Reduction Summary

Mr. Sanderson reported an active year with reductions. The committee was OK with this report.

3. PW 2023-03 Capital Project Update

Mr. Sanderson highlighted some of the project items. A construction meeting was held recently regarding the Cornells Rd. interceptor project. The start date should be very soon and it is hoped to get the sewer built out to Bright Farms this winter. There are also several contracts ready for letting including RTBR projects, watermain projects and Baseline Rd. Alderman Koch asked if the watermain was for the reduction of water usage required for the Lake Michigan project, however, these watermains are for other scheduled work.

4. PW 2023-04 Public Works Facility Discussion

Mr. Olson said Kluber is the design engineer who has done the space needs study and a new contract will be needed for the remainder of the project. A construction manager will likely be hired to act on the city's behalf. The design work will be based on the available building funds, so the architects will design a large project and also one that can have additions made to it. City Finance Director Fredrickson has been asked to prepare a budget proposal for the project.

Discussion points included:

1. Parks vehicles will not be stored at this facility.
2. Alderman Koch asked how the projects would be funded for a new building, new well and new water source. Mr. Olson explained that budget talks will be held including grants/loans, sale of assets, bonds, water rate increase possible tax increase, though no increases at this time.
3. Aldermen liked idea of construction manager.
4. Positive approval for a pull-through type building with seasonal equipment stored at ends of building and vertical structure where possible to save money. Possible carport storage?
5. Mr. Dhuse said there will be 4 bays for repairs with a full-time mechanic who will also do service/oil changes for all other departments. New building will also have refueling station for all departments.
6. Alderman Funkhouser asked if conference/training room at city hall can be used rather than having separate conference room at new facility. Mr. Dhuse said he meets with his employees every day and it would be much easier to not travel to another location for meetings.
7. Salt will continue to be stored at Kendall County.
8. With potential growth, more parks are coming and more trail maintenance will be needed
9. Committee suggested a smaller footprint, more linear, with ability to be added onto.
10. Discussion of parking lot for soccer, near new facility.

The next step is the design contract, but more discussion and a budget proposal is needed first.

5. PW 2023-05 Well No. 7 Rehabilitation – Contract Award

Mr. Sanderson said it has been 15 years since the last rehab and the recommendation is for every 10 years. A single-source quote of \$360,000 was received from Layne Christensen, the only licensed company to service these motors. The well is deeper and requires more piping and approval of the quote is recommended. Extra money was budgeted for any unforeseen items needed such as \$200,000 for a new motor. Chairman Marek asked if inspection schedules would change once Lake Michigan water is utilized. Mr. Sanderson replied that inspections would not be needed as frequently. This moves to the regular City Council agenda.

6. PW 2023-06 RTBR Final Pay Estimate and Change Order

Engineer Sanderson said this project is complete and came in \$38,000 below bid. Approval of both documents is recommended and this moves to the City Council consent agenda.

7. PW 2023-07 2023 RTBR Project Amendment

This item ties in with item #9, said Mr. Sanderson. The jobs under RTBR will be pulled from the road contract and added to the watermain project. By doing this, the water funds will pay for the work and other road projects can be added to the RTBR. The proposed streets to be added are Corneils east of Rt. 47 and Beecher south of Rt. 34. This approval would be general consent and an actual contract will be voted on later. This moves to the regular agenda.

8. PW 2023-08 Public Works Vehicle and Equipment 5-Year Capital Plan

A document provided in the agenda packet lists all Public Works vehicles and equipment. Mr. Dhuse said he tries to keep a 5-year rolling plan, but the last 2 years have had carryovers and there is a heavy budget this FY. New purchases this year will be smaller and he hopes to trade in some trucks that still have good value. A new leaf vacuum will be purchased in 2024 and a current one will be rehabbed. A street sweeper will also be replaced.

9. PW 2023-09 2023 Water Main Replacement – Contract B Design Engineering Agreement

A design contract for the extra roads discussed in item #7 is in place for the amount of \$139,496. This contract will allow for starting the design for the replacement watermain and road projects. This moves forward to the regular City Council agenda.

10. PW 2023-10 Plat of Dedication and Grant of Easements for the Bright Farms Development

Mr. Sanderson said Bright Farms is being required to dedicate right-of-way along Corneils as part of the development. There are also required easements related to the sewer project and for utilities. He recommends approval and this moves forward to the City Council consent agenda.

11. PW 2023-11 Bristol Bay – Route 47 Connection

Alderman Funkhouser asked for this topic to be included on the agenda for discussion. Mr. Olson referred to 2 documents, one of which is Mr. Sanderson's estimate of \$2.2 million to extend Bristol Bay Drive to Rt. 47 without funding from the state. The other is the Memorandum of Understanding from IDOT for Rt. 47 expansion north including a cost share for the city. Mr. Olson emailed his IDOT contact and asked when the state would do the Rt. 47 improvements and if IDOT would reimburse the city if they accelerated the project. Mr. Olson expects a reply in a few days and will forward the response to the committee members. Mr. Funkhouser said some acquisition is already being done. He said more homes are being built in Bristol Bay and there are plans for condos. This would result in greater impact and only 1 access road and he said it was part of the development agreement for the city to build a second access. He added that if IDOT can give a specific date, the construction could wait, but if the project is not planned until a few years from now, the city must move forward. He said there are also safety concerns for the school and emergency services.

Old Business: None

Additional Business:

Alderman Koch commented that he wished the city had more commercial development like the towns east of Yorkville, which would help to make the financial decisions easier.

There was no further business and the meeting adjourned at 7:12pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2023-12

Agenda Item Summary Memo

Title: January 2023 Snow Report

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: A brief report of snow removal activities and salt usage.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

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: February 14, 2023
Subject: February Snow Report

Summary

A brief report of the snow removal operations from Jan 15th-Feb 15th, 2023.

Background

Our good fortune continues, we have only had 4 snow removal events since the last report, with the bulk of the operations being a salting only event. Although there are only 2 data sets, the second set includes 3 small events on the 25th, 26th, and 29th of January.

At this time, we have got 1 truck back from the repair shop, but we still have 1 out of service. Unfortunately, the bill for the truck we had repaired was ~\$6900 for the hydraulic and PTO pumps to be replaced. We have found that repair bills have increased like everything else due to inflation. Besides inflation, the items that are breaking down on our older trucks are main components that are very expensive. Hopefully when our new trucks finally arrive, we will be able to get rid of some of these older trucks to lessen our repair bills. As of now, there is a firm date of September for one truck, and rumors of September for the other truck. Hopefully, we will have both trucks ready to go for next winter.

On a positive note, we have taken our minimum required amount of salt for the year and have approximately 500 tons remaining in our bins to use. Hopefully the weather patterns hold, and we can save money on salt this year. If we do not have to order any additional salt this year, we can save approximately \$23,000. This money would remain in the MFT account, but could be used for other projects, or to purchase salt next year.

Recommendation

This is an informational item.

Snow Operations Salt and Brine Data 2022-2023

Snow Event Date		1/22/2023					Set to			
Date of Recording		1/24/2023					Salt		500	
G-Temp							Brine		ON	
Recorder		ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	
R1-#9	38	14.0	22.50	11770	523.11	23	109	18.52	5.89	
R2-#27	out	0.0	0.00	0		0	0		0.00	
R3-#10	38	15.0	25.60	12415	484.96	0	0		6.21	
R4-#13	37	6.0	21.60	9590	443.98	0	0		4.80	
R5-#23	36	18.0	30.70	13322	433.94	31	98	14.71	6.66	
R6-#18	32	11.0	30.00	15614	520.47	30	115	14.73	7.81	
R7-#28	25	11.0	18.40	9110	495.11	18	17	3.73	4.56	
R8-#22	37	17.0	16.80	8400	500.00	0	0		6.34	
R9-#11	38.5	10.0	24.90	12670	508.84	25	93	14.68	6.34	
R7-#3	32	11	18.40	7360	400				3.68	
R7-#14	32	11	18.40	7360	400				4	
R6-#6	36	18	30.7	12280	400				6	
R3-#19	38	15	25.6	10240	400				5	
Total	313.5	11	190.5	130131	488.80	126	432	13.28	67.20	

Snow Operations Salt and Brine Data 2022-2023

Snow Event Date		1/29/2023					Set to			
Date of Recording		1/30/2023					Salt		600	
G-Temp							Brine		ON	
Recorder		ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	
R1-#9	245	15.0	132.00	67665	512.61	88	309	9.13	33.83	
R2-#27	260	17.0	125.00	81010	648.08	31	0	0.00	40.51	
R3-#10	200	11.0	119.00	7589	63.77	0	0		3.79	
R4-#13	0	0.0	0.00	0		0	0		0.00	
R5-#23	287	13.0	186.00	78512	422.11	87	349	8.89	39.26	
R6-#18	219	9.0	150.00	81501	543.34	92	421	10.33	40.75	
R7-#28	236	11.0	140.00	61065	436.18	55	103	3.37	30.53	
R8-#22	217	12.0	102.00	47730	467.94	0	0		28.95	
R9-#11	215	11.0	126.00	57892	459.46	101	355	12.26	28.95	
R7-#3	219	9	140.00	56000	400				28	
R7-#14	219	9	140.00	56000	400				28	
R6-#6	287	13	186	74400	400				37	
R3-#19	200	11	119	47600	400				24	
Total	2098.0	11	1080.0	716964	444.19	454	1537	7.33	363.56	



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

Agenda Item Number

New Business #2

Tracking Number

PW 2023-13

Agenda Item Summary Memo

Title: T-Mobile Lease Amendment

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Amendment to the current lease agreement that will allow T-Mobile the ability to place equipment outside, on City property, instead of inside the water tower.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: PW Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: February 10, 2023
Subject: T Mobile Lease Amendment

Summary

T Mobile is asking to amend the lease at 610 Tower Lane to allow their equipment to be placed outside the tower instead of in the base. This area is directly south of our shop and will be easier to access for them and allows them to have more equipment than inside our water tower. This area will also be fenced for safety and security. The attached lease amendment has a drawing showing exactly where the equipment will be placed.

Background

T Mobile has leased space on our water tower since 2004 and has occasionally upgraded their equipment to keep up with the latest technology. When we told them, last year, that they needed to move their equipment to allow us to paint the tower, they asked if they could incorporate an upgrade of equipment when it was reinstalled after the painting. Unfortunately, their upgrade would not physically fit within the base of the tower due to the size and amount of equipment requested. After trying to redesign the cabinets to fit inside, I asked them if they could put the equipment outside to allow them to be able to complete the expansion. They were very happy with this option, as was I. This works well for both parties, it gives them the room to expand their equipment and it gives us space back in the base of the tower. This will also give them access without us being on site since it is outside of our fenced area.

They are not asking for any other amendments, and neither are we. This would not change the lease payment which is currently at \$3064.38/month, but they did ask to update the automatic renewals to allow them four (4) additional terms of five (5) years each. The rate increase of 3% annually would not change either.

Attorney Orr has reviewed the changes and is satisfied with the agreement as presented. T Mobile has already signed off on this agreement as well.

Recommendation

Staff recommends that the proposed lease amendment for T Mobile be approved as presented.

Ordinance No. 2023-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
APPROVING A FIRST AMENDMENT TL LEASE AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE AND SPRINTCOM LLC
(610 Tower Lane)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non-home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the State of Illinois; and,

WHEREAS, the City has the authority to enter leases of City property pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, the City entered into a Lease Agreement with SprintCom LLC dated February 4, 2002, providing for the lease of space in the City’s water tower located at 610 Tower Lane; and,

WHEREAS, since 2002 the Lease Agreement has been renewed several times, however, the parties now wish to modify and amend certain provisions of the Lease Agreement as set forth in the First Amendment to Lease Agreement attached hereto (the “*Amendment*”); and,

WHEREAS, pursuant to the authority established by the Illinois Municipal Code as referenced above, the City is prepared to enter into the Amendment as hereinafter provided.

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

Section 1. The Corporate Authorities of the United City of Yorkville hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2. That the First Amendment to Lease Agreement between the United City of Yorkville an SprintCom LLC (the “*Amendment*”) attached hereto and incorporated herein as

Exhibit A is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Amendment.

Section 3. That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of the Amendment.

Section 4. 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 _____, A.D. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

Attest:

CITY CLERK

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into on _____, 202__ ("Effective Date"), by and between United City of Yorkville, an Illinois municipal corporation ("Landlord"), and SprintCom LLC (formally a corporation) a Kansas limited liability company, successor in interest to SprintCom Inc, a Kansas corporation ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a Lease Agreement (the "Lease"), dated February 4th, 2002, agreement was entered into 610 Tower Lane, Yorkville, Kendall County, Illinois (the "Premises").

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's an addition to the Premises with the installation of "Antenna Facilities" as described and depicted in on Exhibit "A", which is attached hereto and by this reference incorporated herein, which "Antenna Facilities" shall be included as a part of the Premises under the Lease.

3. Tenant's Notice Address. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. CH85027A/CH60XC324

4. Renewal Terms. Upon the expiration of the current term, Tenant shall have the right to renew the Lease for four (4) additional Renewal Terms of five (5) years each. Each Renewal Term shall renew automatically, unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current term that Tenant does not wish to exercise such Renewal Term. For each year of the Renewal Term, the rent shall increase by three percent (3%) over the rent for the previous year.

5. Modifications to Tenant's Antenna Facilities. The Lease shall be amended to provide that Tenant shall have the right to perform upgrades, additions, removal or replacement of any and all of its Antenna Facilities ("Modifications") for no fee or additional consideration, so long as Tenant does not expand the Premises beyond its original square footage.

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

CH85027A_NLG-76906_AMD|New Build_Sprint Keep_CH85027A-0000274954|_|_|1517659

T-Mobile Site No: CH85027A/CH60XC324

1

T-Mobile Site Name: Yorkville WT

Market: Chicago

7. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

9. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

United City of Yorkville

SprintCom LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



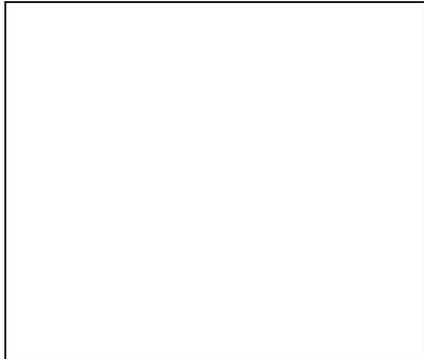
TMO Signatory Level : L06

[Notary block for Landlord]

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

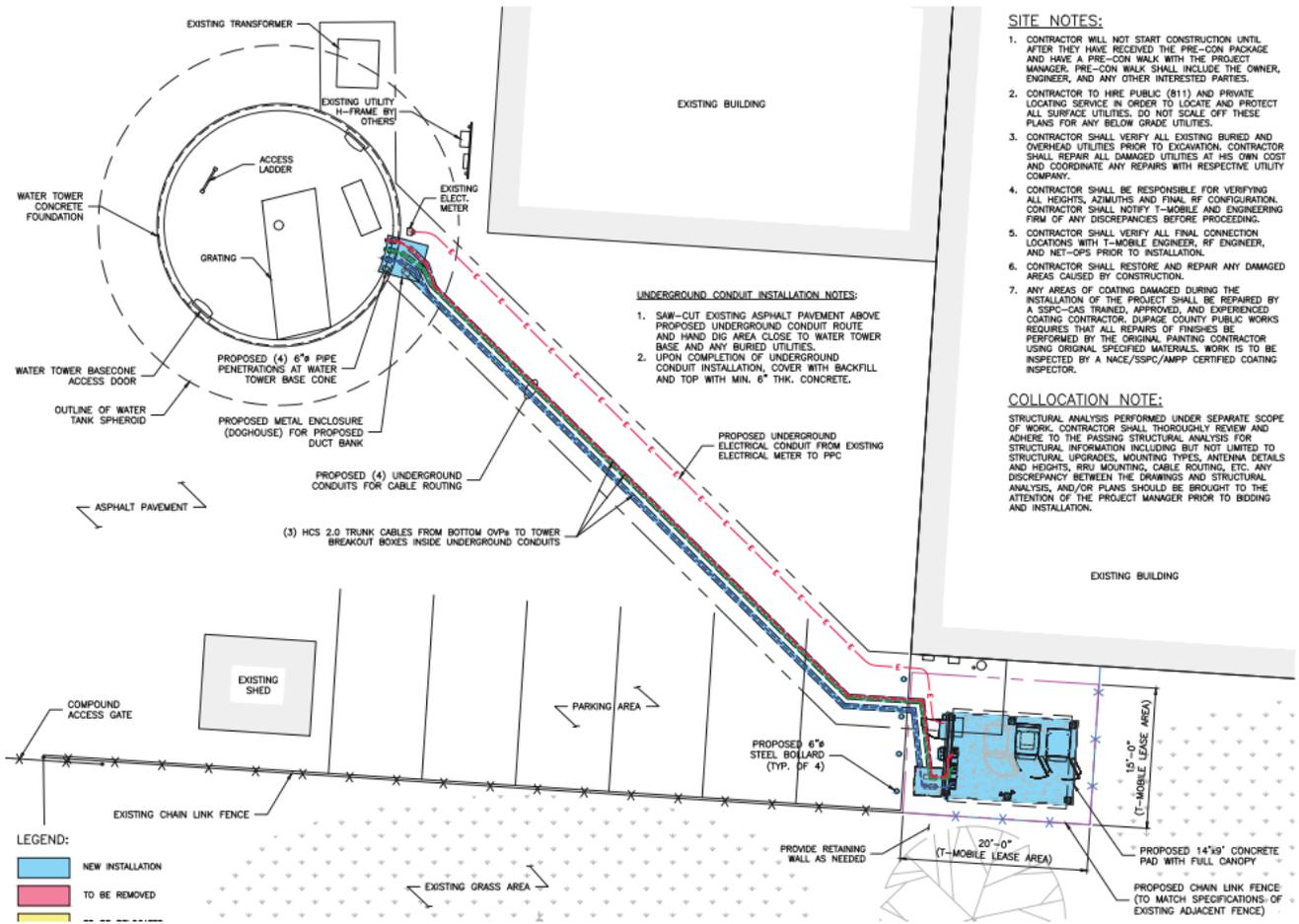
Dated: _____

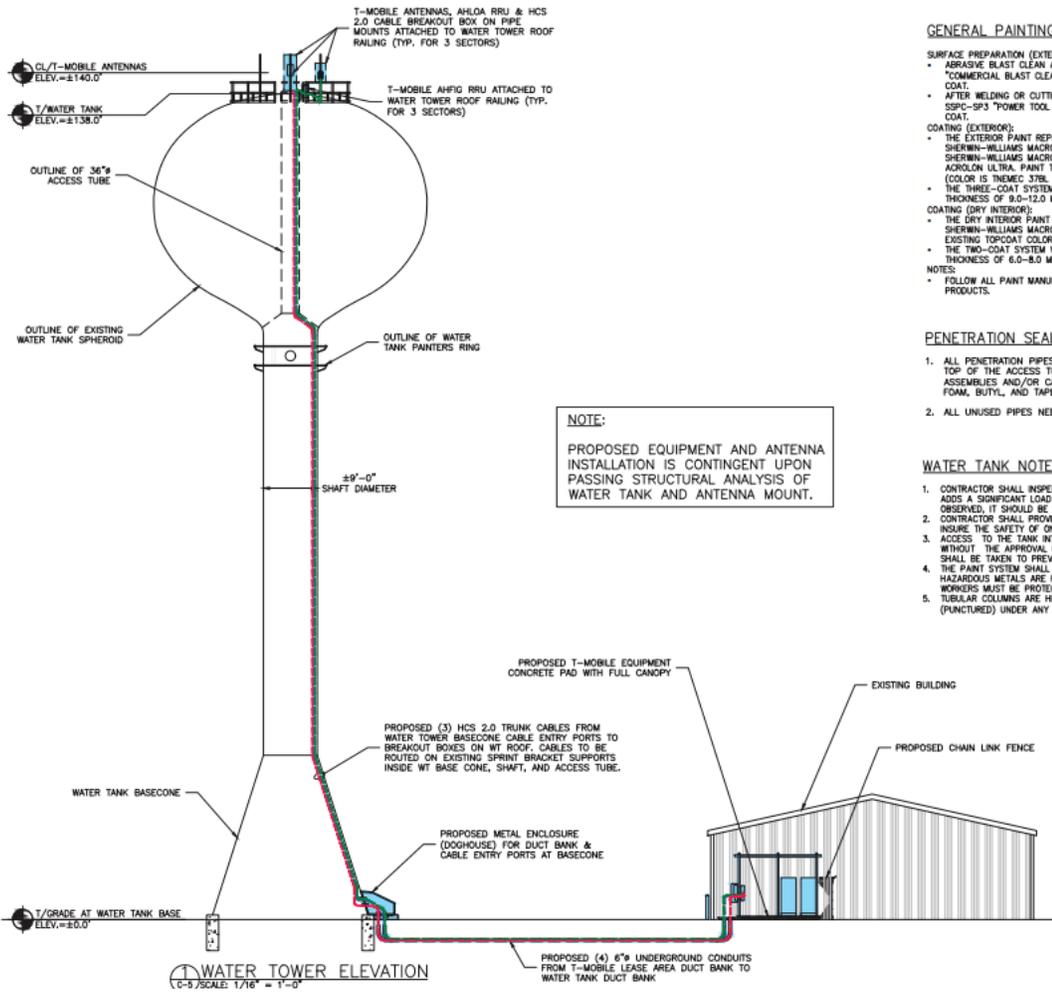


Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A





United City of Yorkville
Lease Agreement
Sprintcom, Inc.

THIS LEASE AGREEMENT entered into as of this 10th day of February 2004, by and between the **UNITED CITY OF YORKVILLE**, ("Landlord"), an Illinois municipal corporation and **SPRINTCOM, INC.** ("Tenant"), A Kansas Corporation located at 6391 Sprint Parkway, Overland Park, KS 66251.

BACKGROUND

A. Landlord is the owner in fee simple of a parcel of land located at 610 Tower Lane, which is within the zoning jurisdiction of the United City of Yorkville, Kendall County, Illinois legally described on the attached Exhibit "A" (the "Premises"), on which a municipal water tower (the "Water Tower") is located.

B. Tenant desires to lease space on the top of the Water Tower on the Premises for the installation and operation of certain Antenna facilities, which may include an antenna array of panels, connecting cables, an equipment shelter and appurtenances (collectively, "Antenna Facilities") for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

D. All references herein to the "Zoning Ordinance" refer to the United City of Yorkville Zoning Ordinance, Title 10, Chapter 15 of the United City of Yorkville Municipal Code.

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord a portion of the Premises, consisting of space on the top ("Dome") of the Water Tower, for the Tenant's Antenna Facilities to be placed and constructed in conformance with applicable City codes and ordinances. Tenant may not add additional equipment and/or Antenna Facilities from that described in Paragraph B above without the prior written approval of the Landlord, which shall not be arbitrarily withheld, conditioned or delayed. Notwithstanding any provision of this Agreement to the contrary, upon Landlord's prior written consent which shall not unreasonably be withheld, conditioned, or delayed, Tenant shall have the right to: (a) make additions, alternations or improvements to Tenant's Antenna Facilities; and (b) replace any or all of its equipment installed on or about the Dome with replacement equipment of a substantially similar kind, which is reinstalled in substantially the same place and position, and is of substantially the same size and weight as the replaced equipment.

2. **Term.** This Lease has been executed this 10th day of February, 2004,

(the "Commencement Date") for a period of five (5) years commencing on the Commencement Date and terminating at midnight on the last day of the initial term. Tenant may extend the Lease, on the same terms, for four (4) "additional terms" of five (5) years each, (hereinafter "Renewal Terms") automatically, unless Tenant gives Landlord written notice within ninety (90) days of the end of the Initial Term or any Renewal Terms stating Tenant will not extend further. In the event that Tenant shall remain in possession of the premises at the expiration of this lease or any Renewal Term, the Tenant shall request from the Landlord an additional Renewal Term or a month-to-month extension of this Lease, pursuant to Section 24 hereinbelow, with such extension not to be unreasonably withheld by the Landlord. The rent provisions in effect at the time of the request shall continue until either this Lease is terminated, or a new Renewal Term commences.

3. **Rent.**

- a. Tenant shall pay Landlord as monthly rent for the Premises the sum of one thousand eight hundred dollars (\$1,800.00) for the first year of the term (the "Base Rent"). Tenant shall be obligated to commence payment of the full rental amount due hereunder within ten (10) days following the commencement of construction or upon receipt of its building permit (the "Rent Commencement Date"), whichever is earlier, and shall prorate the rent for the remainder of the month in which the Rent Commencement Date falls, and thereafter rent shall be payable monthly in advance by the first day of each month.
- b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of two percent (2%) per month.
- c. Upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including any engineering and legal fees, incurred by Landlord in connection with the negotiation of this Lease, in an amount not to exceed in accordance with Section 10-14-9 of the Zoning Ordinance.
- d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by three percent (3%) of the previous years rent.
- e. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be immediately refunded to the Tenant, except as otherwise provided herein.
- f. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset, except as provided in Section 17b, below.

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4. Use of Premises.
- a. Tenant shall use the Premises for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, antenna panels and base, microwave dishes, an equipment shelter and/or cabinets and related activities incidental thereto and for no other uses. Landlord may permit others to use other portions of the Water Tower. Tenant may erect and operate one (1) Antenna Facilities and may expand to a maximum of two (2) such Antenna Facilities, but only based upon Tenant having provided to Landlord, at Tenant's expense, a certified evaluation indicating that the additional antenna array will not interfere with existing antenna or proposed antenna, and the Dome can structurally support the additional antenna array.
- b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Premises. Tenant shall comply with the applicable and then current provisions of the National Electrical Code (NFPA-2001), and the National Electrical Safety Code (ANSI-2002). Landlord agrees to cooperate reasonably with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises.
- c. Removal of Antenna Facilities.
- i. The Tenant shall remove its Antenna Facilities from the Premises upon Termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.
- ii. Upon removal of the improvements (or portions thereof) as provided above in sub-paragraph (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord ordinary wear and tear excepted.
- iii. All costs and expenses for the removal and restoration to be performed by



Tenant pursuant to subparts (i) and (ii) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

- d. Tenant agrees that all installations and constructions described in this Lease shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. All costs of the installation, including, but not limited, the cost of extending of Landlord's electrical service to Tenant's equipment, shall be paid by the Tenant.
- e. When the Tenant does any work on the Premises, it shall, at its own expense, remove any obstructions there from and restore the Premises to as good a condition as existed before the work was undertaken, unless other directed by Landlord.
- f. The Tenant agrees to reimburse the City for all costs related to the use of the premises for emergency purposes to repair, inspect, or installation of equipment when the work is being performed during off hours when the City incurs overtime expenses for its employees. Furthermore, the Tenant agrees to reimburse the City for any outsource and/or consultant cost related to any emergency operations directly related to the impact from your equipment and/or use of the premises.

5. **Construction Standards.** Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and Local laws, regulations, and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to, compliance with acts affecting construction of buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with Local and State requirements for construction activities upon public property. Construction plans for the installation of Antenna Facilities, including equipment shelter or panels shall be attached as part of Exhibit B. The Landlord shall have the right to supervise actual installation of Tenant's plant and equipment. If construction work shall proceed without interference or disruption by or from Landlord or any other authorized users of the Premises, upon the expiration or

termination of this Lease, at Landlord's option, Tenant shall convey all of its right, title and interest in and to the building to Landlord. Tenant shall be responsible for all permit costs. Prior to the issuance of building permits, Tenant's contractor shall maintain and provide Landlord with evidence of each of the insurance coverages specified in Section 22 of this Lease, in the amounts so specified. The Antenna Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facilities in a manner consistent with the color of the Water Tower or to otherwise reasonably shield the Antenna Facilities from view.



6. **Installation of Equipment.**
- a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Facilities.
- b. Tenant's installation of all such Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be arbitrarily withheld, conditioned or delayed. Any damage done to the Land, the Water Tower or the Dome during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's reasonable satisfaction. In connection with the installation and operation of the Antenna Facilities, Tenant shall not make any penetrations of the Dome without Landlord's prior written consent, which shall not be arbitrarily withheld, conditioned or delayed. All Dome penetrations that may be permitted by Landlord shall be undertaken only under the supervision of Landlord's engineer or other designated agent. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Landlord's Water Tower in connection with Tenant's installation and operations of the Antenna Facilities.
- c. The Tenant shall complete the installation of the Antenna Facilities as approved by the City within ninety (90) days after the Commencement Date. The Tenant shall provide Landlord with as-built drawings of the Antenna Facilities installed on the Premises, which show the actual location of all equipment and improvements within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.
7. **Landlord's Right to Use Water Tower.** Tenant shall allow Landlord, at no cost to Landlord, to locate, place and use Landlord's communications facilities (antennas, transmitters, receivers, and support equipment) on any mounting brackets or other facilities installed on the Water Tower which are capable of accommodating Landlord's additional antennas or related facilities without interfering with Tenant's Antenna Facilities and without eliminating Tenant's right to expand its Antenna Facilities as permitted in Section 4, above. Tenant shall cooperate with Landlord in connection with locating and placing Landlord's antennas and other facilities on the Water Tower, at no expense to Tenant.
8. **Equipment Upgrade.** Tenant may update or replace the Antenna Facilities from time to time with the prior written approval of the Landlord, which approval shall be based upon the submission of a detailed proposal for replacement or updating of said facilities for the Landlord's evaluation and approval. Such approval shall not be unreasonably withheld, conditioned, or delayed, provided that the replacement facilities installed on the Dome are not greater in number or size than the existing facilities. Any change in their location on the Water Tower shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If the upgrade involves additional equipment installed on the Dome, or a change in location on



the Water Tower, Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval.

9. Maintenance.

- a. Tenant shall, at its own expense, maintain its Antenna Facilities attached to the Dome in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of or other leasing of the Water Tower by Landlord and so as not to interfere with the use of the Dome, the Water Tower, related facilities or other equipment of the Landlord or of other tenants.
- b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- d. In the event the Landlord or any other tenant undertakes painting, construction or other alterations on the Water Tower, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.
- e. If the Landlord determines that it is necessary and advisable to raise the height of the Water Tower for municipal purposes, the Landlord shall give the Tenant ninety (90) days written notice prior to the commencement of the construction to raise the Water Tower and, the Landlord shall coordinate the raising of the Water Tower to allow the Tenant to protect, modify and/or move its Antenna Facilities as required by the raising of the Water Tower.

However, in no event shall the Landlord be liable or responsible for the costs to the Tenant for the protection, modification, and/or moving of the antenna and Antenna Facilities.

10. Premises Access.

- a. Tenant shall have access to the Premises and the Water Tower by means reasonably designated by Landlord, subject to notice requirements to Landlord in 10b, below.
- b. Tenant shall have access to the Water Tower only upon twenty-four (24) hour notice to the Director of Public Works, except in emergencies, in which case notice shall be given as soon as practicable to the Director of Public Works and/of



the City Police Department. The Landlord shall have the right to have its Director of Public Works, or a designee, to accompany Tenant whenever Tenant accesses the Water Tower.

- c. Landlord shall be allowed and granted access to the Water Tower for general maintenance and repair purposes. Whenever the Landlord inspects the Water Tower for safety reasons or to insure that the Tenants covenants are being met, the Tenant shall have the right to accompany the Landlord.

11. **Co-Location.** The Tenant understands that the Tenant is being given a non-exclusive right to locate its Antenna Facilities on the Water Tower, and Tenant agrees to accommodate the co-location of other Antenna Facilities on the Water Tower as long as they do not materially interfere with the Tenant's use of its Antenna Facilities; and Tenant further understands and acknowledges that Tenant may be required to re-locate its Antenna Facilities to accommodate such location at the Landlord's direction, providing that the re-location shall be at no expense to the Tenant and shall not materially interfere with Tenant's use of its Antenna Facilities.

12. **Utilities.** Tenant shall have the right to install utilities, at its sole expense, and to improve the present utilities on the Water Tower property, including, but not limited to, the installation of emergency power generators. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Water Tower property for all utilities attributable to Tenant's use.

The Tenant shall be allowed to utilize the Landlord's existing 110 amp outlets for electrical service on condition that the Tenant's use of an existing outlet does not interfere with the Landlord's use of such outlet. The Tenant further expressly acknowledges that the Landlord does not guarantee uninterrupted electrical service, and the Landlord shall not be responsible for electrical outages or interruptions in electrical service used by the Tenant. The Tenant agrees to reimburse Landlord for any expenses incurred by Landlord as a result of Tenant's use of said outlet.

13. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises as required by the Landlord's Zoning Ordinance or other applicable local ordinances.

14. **Testing; Approvals; Compliance with Laws.**

- a. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority including the Tower Ordinance. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued hereafter by the City, the State of Illinois, and the Federal government, including the Federal Communications Commission or any other governing bodies.

- b. Tenant may conduct such tests and investigations on the Water Tower and the Premises as it deems necessary in order to determine if the Dome and the Premises are suitable for Tenant's use.

15. **Interference.**

- a. Tenant's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Landlord's operations or related repair and maintenance activities or with such activities of other existing tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Water Tower immediately upon actual notice of such interference. Landlord shall not permit its employees, invitees, and agents to use any portion of the Water Tower in any way which interferes with the operations of the Tenant. Landlord agrees to cease all such actions which materially interfere with Tenant's use of the Water Tower immediately upon actual notice of such interference.

Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary, including leasing parts of the Water Tower to others provided that such activities and additional tenants shall not disturb or interfere with Tenant's rights hereunder and Tenant's ability to operate its Antenna Facilities at all times, except that Tenant shall reasonably cooperate with any other prior or subsequent Tenants as required by the Landlord's Tower Ordinance (Title 10, Chapter 15 of the Yorkville Municipal Code).

- b. Before approving the placement of Antenna Facilities, Tenant shall provide to Landlord, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities on the Water Tower and an engineering study indicating whether the Dome is able to structurally support the Tenant's Antenna Facilities without prejudice to the Landlord's primary use of the Water Tower.
- c. Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional Antenna or transmission facility on the Water Tower, the procedures of Subsection d. below, shall govern to determine whether such Antenna or transmission facility will interfere with Tenant's transmission operations.
- d. If Landlord receives any such request, Landlord shall submit or cause to be submitted, a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord



shall not be required to provide Tenant with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of the antenna or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined to Tenant's reasonable satisfaction, to substantially reduce the interference.

In that case, Landlord may proceed with the proposal. A governmental unit, office or agency may be allowed to place an Antenna Facility or other communications facilities on the Water Tower regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Premises is materially affected, Tenant may terminate the Lease.

- e. Tenant's use of the Premises and operation of its Antenna Facilities shall not interfere with the use and operation of other communication facilities on the Water Tower which pre-existed Tenant's Antenna Facilities. If Tenant's Antenna Facilities cause interference with preexisting Antenna Facilities, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Landlord may terminate this Lease. In all cases, the most recent Tenant Antenna Facilities shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the Water Tower.

16. **Default and Remedies.** In the event of a default that is not timely cured, Landlord may terminate this Lease upon written notice to the Tenant and/or exercise any other right it may have under this Lease or by operation of law.

- a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums required to be paid to Landlord when due, and does not cure such default within thirty (30) days after written notice to Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of (provided that Tenant should be entitled to a reasonable extended period of time in the event Tenant has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided Tenant continues to pay the current Rent when due); or if Tenant abandons or vacates the Premises; or if



Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

- b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (i) declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities (and proceed as set forth in paragraph 4(c)) and should Tenant default during the first term of said Lease pay Landlord a sum of money equal to the total of (A) the amount of the unpaid rent accrued through the date of termination;

(B) the amount by which the unpaid rent reserved for the balance of the then current term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (C) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (ii) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, for the balance of the then current term, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

- c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations made by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

17. **Cure of Defaults.**

- a. In the event of any default of this Lease by Tenant, the Landlord may at any time, after written notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to



do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

The Tenant shall reimburse the Landlord the cost to cover the expense for removal of Antenna Facilities in the event of abandonment or termination of this Lease Agreement by default or otherwise, within thirty (30) days of the completed deconstruction of said facility.

- b. In the event of any default of this Lease by Landlord, Tenant may at any time, after written notice, cure the default for the account of and at the expense of Landlord. If Tenant is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Tenant's rights under this Agreement, the sums so paid by Tenant, with all interest, costs and damages may be deducted or offset by Tenant against the Base Rent payable on the first day of the month or months following the incurring of the respective expenses.

18. **Optional Termination.**

In addition to the termination rights set forth in other provisions of this Agreement, this Lease may be terminated upon written notice:

- a. by Tenant pursuant to Section 2 of this Lease, if Tenant is unable to obtain or maintain or otherwise forfeits or cancels any license (including without limitation, an FCC license), permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Facilities or Tenants' business, prior to the Commencement Date with no further liability except as specified in Section 2 of this Lease; or
- b. by Tenant if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of Antenna Facilities on the Premises; or
- c. by Tenant if, due to uncorrectable interference in technology which renders the Premises no longer usable or necessary in Tenant's business, and upon presentation of documented proof to the Landlord thereof, subject to the liquidated damages specified in Section 19 below; or
- d. upon Thirty (30) days written notice by Landlord if Tenant fails to cure a default for payments of amounts due under this Lease within that thirty (30) day period;
- e. by Landlord if, it determines, in its sole discretion and for any reason, to



discontinue use of and to dismantle the Water Tower, provided, that Tenant at its option shall be permitted to continue its occupancy and use of the Premises until not less than thirty (30) days prior to the scheduled demolition date of the Water Tower, unless the Tenant's continued use of the Premises would create a compelling health, safety or welfare issue; or

- f. by Landlord if, it determines that the Dome/Water Tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the Water Tower from any source, or other factors relating to the safe condition of the Dome and/or Water Tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the Antenna Facilities; or
- g. by either party, if Tenant loses its license, if required, to provide cellular service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license, provided that termination by Tenant pursuant to this subsection shall be subject to liquidated damages as specified in Section 19 below.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Landlord.

19. **Liquidated Damages; Termination.** Notice of termination pursuant to Section 18 shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except for termination by Tenant pursuant to Sections 18b and 18e in which case rental payments to the Landlord shall continue as liquidated damages for the remainder of the Lease term, not to exceed an amount equivalent to one year's rent.

20. **Alteration, Damage or Destruction.** If the Water Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon providing thirty (30) days' notice to Landlord. In such event, Tenant shall promptly remove the Antenna Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this Lease.

This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

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21. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, such that Tenant's Antenna Facilities may no longer be supported and operated, Tenant shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the Landlord. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking (except as set forth below) and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof based on the fee of the Premises. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of the diminution in value of Tenant's leasehold estate or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

22. **Indemnity and Insurance.**

- a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antenna Facilities, unless caused by the negligent and intentional acts or omissions of Landlord or its agents or employees. The liability of the City shall be limited to actual and direct costs of equipment, removal, relocation, and repair. Liability shall be excluded for the recovery of the value of the business, loss of profits, loss of business, or related damages.
- b. **Tenant's Indemnification.** Unless caused by the negligent or intentional acts or omissions of Landlord or its agents or employees, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:
- i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant and/or subtenants, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any logo, trade mark, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction,

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installation, operation, maintenance, use or condition of the Premises or Tenant's Antenna Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

- ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antenna Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.
 - iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Illinois or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.
 - iv. Tenant's obligation to indemnify indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are contributed to by the willful and wanton acts, misconduct, or negligence of one or more indemnitees.
- c. **Assumption of Risk.** Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of inherent dangerous conditions, if any, on or about the Premises, and, unless caused by the negligent and intentional acts or omissions of Landlord or its employees or agents, Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's Antenna Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are

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indemnified hereunder, Tenant shall, upon notice from any of the Indemnities, at Tenant's sole cost and expense, resist and defend the same with legal counsel selected by Tenant; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnities without the written consent of Landlord and provided further that Indemnities shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

- e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.
- f. **Landlord's Indemnification.** Unless caused by the negligent or intentional acts or omissions of Tenant or its agents or employees, Landlord shall at its sole cost and expense, indemnify, defend and hold harmless Tenant and all of its shareholders, directors, officers, agents, employees and affiliates (the "Tenant Indemnities") from and against any and all claims, demands, costs, expenses or liabilities (including, but not limited to, reasonable attorney fees and expenses of attorneys, expert witnesses and consultants) incurred by Tenant or relating to or arising out of Landlord's ownership of the Premises, Landlord's breach of this Lease or the negligent and intentional acts or omissions of Landlord, its employees and agents. Landlord shall be obligated to indemnify and defend the Tenant Indemnities to the same extent as set forth in subsections d. and e. above, with respect to Tenant.
- g. **Insurance.** During the term of the Lease, Tenant shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum \$100,000 for each accident.
 - ii. Comprehensive commercial general liability insurance with minimum limits of \$1,000,000, with a \$2,000,000 minimum umbrella as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
 - iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of \$100,000 as the combined single limit occurrence for bodily injury, and property damage;
 - iv. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
 - v. At Tenant's option, Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Antenna Facilities which is damaged and caused the loss of revenue.
 - vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
 - vii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- h. **Named Insureds.** All policies, except for business interruption and worker's compensation policies, shall specifically name Landlord, and its respective officers, boards, commissions, employees, agents and contractors, as its respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds



hereunder, shall contain cross-liability wording, as follows:

“In the event of a claim being made hereunder by one insured for which another is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

- i. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.
- j. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:
“At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease.”
- k. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company, or the highest available rating.
- l. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$500 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnities and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.
- m. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.
- n. **Review of Limits.** At Landlord's option, no more than twice during each term of this Lease, the parties shall mutually and in good faith review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified, and the parties shall mutually agree upon the additional limits of insurance to be provided at the Tenant's sole cost and

expense. If the parties are unable to reach an agreement on the modification of the limits of the insurance, the parties shall mutually agree upon a person in the insurance industry within thirty (30) days from the written request of either party to determine what are the standard limits for insurance of the type specified in substantially similar circumstances.

23. **Hazardous Substance Indemnification.** Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Landlord represents that it has no knowledge of the existence of any hazardous substance on, in, or under the Premises.

Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. Landlord agrees to hold the Tenant harmless from and indemnify and defend the Tenant Indemnitees against any release of hazardous substances and any damage, loss, liability or expense (to the same extent set forth in the general indemnify and defense provisions of Section 22f, above), including but not limited to reasonable attorney's fees, incurred as a result thereof, except to the extent caused by the negligent or intentional acts or omissions of Tenant or its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

24. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and one-half (1.5) times the Base Rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

25. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination, provided that such documents contain reasonable non-disturbance provisions.

26. **Acceptance of Premises.** Landlord represents that the Water Tower and the 18



Premises are in compliance with all applicable federal, state and local building, environmental and other applicable statutes, laws, regulations, codes and orders. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Except as set forth in this Section, Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

27. **Estoppel Certificate.** Either party shall, at any time and from time to time upon not less than fourteen (14) days prior request by the requesting party, deliver to the requesting party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord or Tenant is not in default under any provisions of the Lease (or if a default exists, specifying the nature of the default); and (d) such other matters as either party to this Lease may reasonably request.

28. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by facsimile transfer ("fax") or electronic mail ("e-mail") to the recipients designated hereinbelow, or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set below, or when mailed by U.S. Mail, in the form of certified mail, postage paid, return receipt requested; to the following addresses:

If to Landlord, to: Tony Graff
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

With a copy to: Daniel Kramer
City Attorney, United City of Yorkville
1107A South Bridge Street.
Yorkville, Illinois 60560

If to Tenant, to: Sprintcom, Inc.
National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

With a copy to: Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, KS 66251-2020



Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

29. **Assignment.**

- a. Upon no less than sixty (60) days prior notice to Landlord and with the prior written consent of the Landlord, Tenant shall have the right to assign or otherwise transfer this Lease and the Antenna Facilities as defined above to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary, or affiliate of Tenant, is merged or consolidated with Tenant, or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Premises is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder. Tenant may sublease the Premises upon no less than sixty (60) days prior written notice to Landlord and with the prior written consent of Landlord. Approval by Landlord for assignment, transfer, or subletting of the Tenant's Antenna Facilities shall not be unreasonably delayed or withheld.
- b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.

30. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

31. **Non-Waiver.** Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

32. **Taxes.**

- a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Antenna Facilities, if any, which become due and payable during the term of this Lease on the Leased Premises, or Tenant's leasehold interest in the Leased Premises. All such payments shall be made, and evidence of all such payments shall be provided Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

Tenant shall pay any personal property tax, real property tax, or any other tax or 20



fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired or is not terminated by either party.

- b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.
- c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.
- d. In the event that Tenant exercises its right to challenge any personal property or real property taxes under the procedure established by Kendall County or the State of Illinois, Landlord shall provide to Tenant any and all documentation related to the assessment of Tenant's property.

33. **Cooperation.**

- a. Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Premises as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request.
- b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

34. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises and the Water Tower free and clear of any liens or mortgages, and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that during the term of this Lease, and pursuant to Sections 7, 9, 10, and 15 of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable period to cure.

35. **Entire Understanding / No Oral Modification.** All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be



modified orally or in any manner other than by an agreement in writing signed by both parties.

36. **Resolution to Execute.** Landlord agrees to furnish Tenant with certified copy of Landlord's resolutions authorizing execution of this Lease.

37. **Lease Memorandum.** Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties shall execute an Addendum to Lease Agreement.

38. **Miscellaneous.**

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.
- b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of Illinois.
- d. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.
- e. The parties shall execute and Tenant shall record a memorandum of this Lease which shall contain the initial term, Tenant's renewal options and such other basic provisions as Tenant may reasonably request.
- f. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- g. All Exhibits referred to herein and any addenda are incorporated herein for all purposes. The Parties understand and acknowledge that Exhibit A (the legal description of the Premises) and Exhibit B (the Location of the Premises) may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete Exhibits, Exhibits A and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.



h. All terms herein are subject to the Local Governmental and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et. seq.

This Lease was executed as of the date first set forth above.

LANDLORD: _____

UNITED CITY OF ~~THE VILLAGE OF~~ YORKVILLE

By: 
Its Mayor

By: 
Its Clerk

TENANT:

SPRINTCOM, INC., a Kansas Corporation

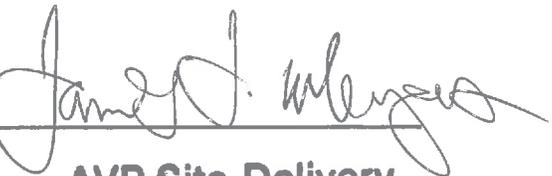
By: 
Title: AVP-Site Delivery



EXHIBIT A

THE LEGAL DESCRIPTION OF THE PREMISES

The premises are legally described as follows:

All of Lots 5,6,7 and 8 in Block 3 in Gale's second addition to the Village of Bristol, Kendall County, Illinois, as per plat on record in the Recorder's Office of said Kendall County, in plat book 4, page 9, also a part of the southwest quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian being that part of subplot being platted as per plat of record in the Recorder's Office of Kendall County, Illinois, in plat book 4, page 9, the portion hereby conveyed being also described as follows:

Commencing at the point of intersection of the westerly line of the right of way of state bond issue Route 47 with the line which was formerly the center of Block 3 and 4 of Gale's second addition to the Village of Bristol; thence South 88'15' West on said block 3 and 4 to a point of the west line of said Gale's second addition ; thence North along the said West line to the South line of Apple Tree Court as monumented and occupied; thence Easterly along said South line a distance of 415.20 feet to the westerly line of right of way of state bond issue Route 47 being a curve concave southwesterly and having a radius of 794.5 feet, a distance of 81.03 feet to appoint of curvature, thence continuing southerly along said west right of way line, being a line tangent to the above described curve, a distance of 7.41 feet to the place of beginning.

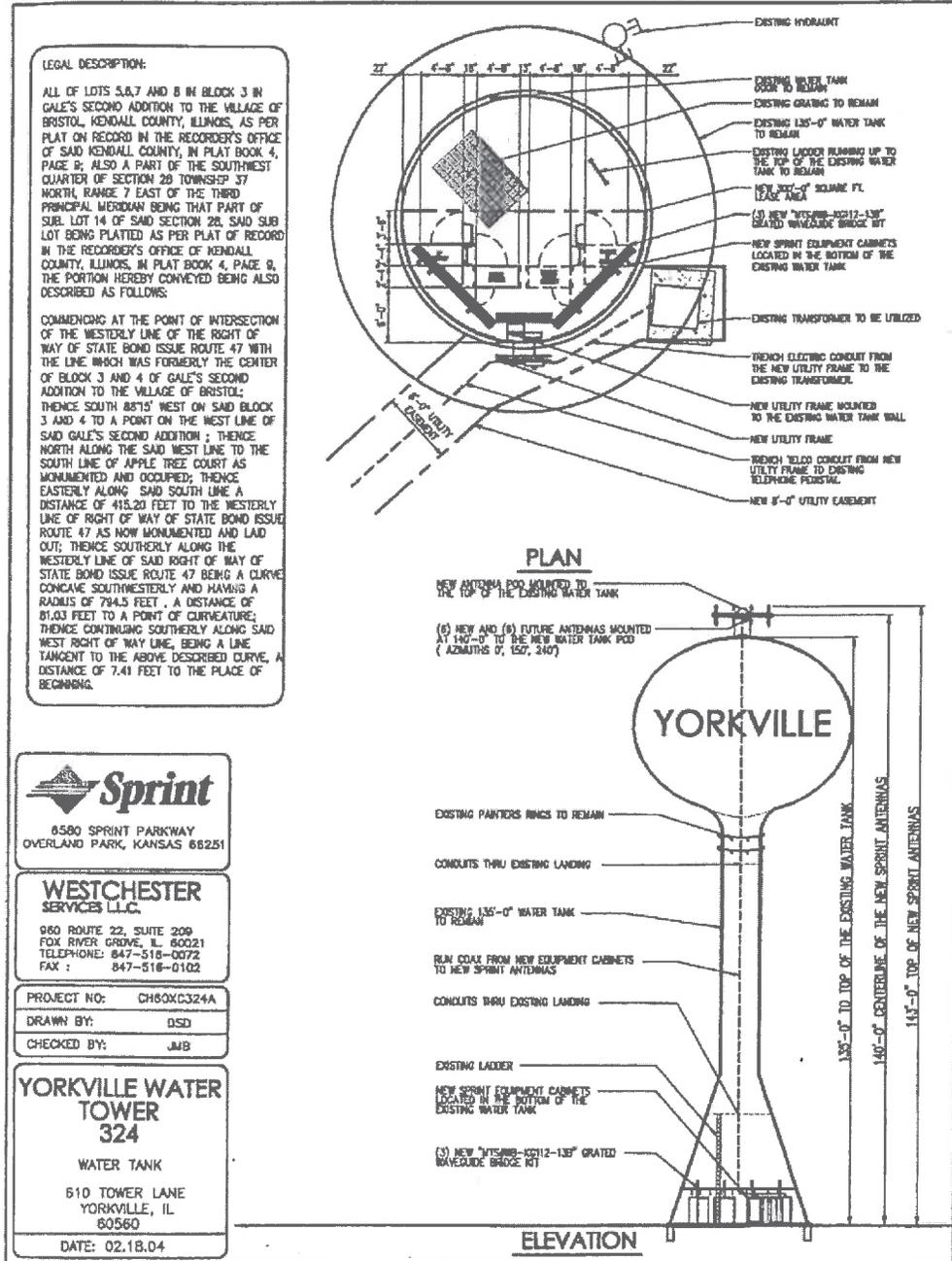
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EXHIBIT B

THE LOCATION OF THE PREMISES

The location of the Premises (together with access and utilities, including all drawings and maps submitted by the Tenant) is more particularly described as follows:

See attached site plan



Handwritten signature: A. J. M.

EXHIBIT C

**MEMORANDUM OF LEASE
BETWEEN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, ILLINOIS
AND SPRINTCOM, INC., a Kansas Corporation**

Assessor's Property Identification Number:

A lease on a Water Tower owned by the United City of Yorkville, Illinois ("Landlord") and Sprintcom, Inc., a Kansas Corporation ("Tenant") was made regarding a portion of the Water Tower following the property:

See attached Exhibit A incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this lease for four (4) additional five (5) year terms.

The Lease provides in part that Landlord leases to Sprint PCS certain real property owned by Landlord and located at 610 Tower Lane, City of Yorkville, County of Kendall, State of Illinois, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: The United City ~~of the Village~~ of Yorkville

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: Sprintcom, Inc., a Kansas Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____



Yorkville Water Tower

CH60XC324-A

COUNTY OF KENDALL)
)ss.

This instrument was acknowledged before me on
by _____ (title) of the United City of ~~the Village of~~ Yorkville, a
Municipal Corporation, on behalf of the United City of Yorkville, Kendall County, Illinois.

Dated:

Notary Public
Print Name:
My Commission Expires:

(Municipal Seal)

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person
who appeared before me, and said person acknowledged that he signed this instrument, on oath
stated that he was authorized to execute the instrument and acknowledged it as the
of Sprintcom, Inc., a Kansas Corporation, to be the free and voluntary act of such party for the
purposes mentioned in the instrument.

Dated:

Notary Public
Print Name:
My Commission Expires:

(Corporate Seal)





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

Agenda Item Number

New Business #3

Tracking Number

PW 2023-14

Agenda Item Summary Memo

Title: Baseline Road Improvements

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Baseline Road Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 21, 2023
Subject: Baseline Road Improvements

Bids were received, opened, and tabulated for work to be done on the Baseline Road Improvements at 10:00 a.m., February 13, 2023. 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 FY2024 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Builders Paving, LLC, 4401 Roosevelt Road Hillside, IL 60162, in the amount of **\$526,888.00**.

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

**BID SUMMARY
 BASELINE ROAD IMPROVEMENTS
 UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 02/13/2023	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60514
TOTAL BID	\$607,000.00	\$526,888.00
BID BOND	N/A	X
SIGNED BID	N/A	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 02/13/2023	D. CONSTRUCTION, INC 1488 S. Broadway Coal City, IL 60416	GENEVA CONSTRUCTION CO. PO Box 998 Aurora, IL 60507
TOTAL BID	\$578,330.10	\$601,970.60
BID BOND	X	X
SIGNED BID	X	X

**BID TABULATION
BASELINE ROAD IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/13/2023		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60514		D. CONSTRUCTION, INC 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION CO. PO Box 998 Aurora, IL 60507		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	PREPARATION OF BASE	SQ YD	19,920	\$ 0.80	\$ 15,936.00	\$ 0.50	\$ 9,960.00	\$ 0.60	\$ 11,952.00	\$ 0.50	\$ 9,960.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,494.00	\$ 1.00	\$ 1,494.00	\$ 2.00	\$ 2,988.00	\$ 1.40	\$ 2,091.60	\$ 2.00	\$ 2,988.00
3	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	530	\$ 20.00	\$ 10,600.00	\$ 30.00	\$ 15,900.00	\$ 32.00	\$ 16,960.00	\$ 38.00	\$ 20,140.00
4	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	530	\$ 20.00	\$ 10,600.00	\$ 50.00	\$ 26,500.00	\$ 45.00	\$ 23,850.00	\$ 38.00	\$ 20,140.00
5	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SQ YD	130	\$ 20.00	\$ 2,600.00	\$ 0.01	\$ 1.30	\$ 20.00	\$ 2,600.00	\$ 20.00	\$ 2,600.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQ YD	19,920	\$ 3.50	\$ 69,720.00	\$ 5.00	\$ 99,600.00	\$ 5.50	\$ 109,560.00	\$ 4.50	\$ 89,640.00
7	BITUMINOUS MATERIALS (TACK COAT)	POUND	4,480	\$ 0.01	\$ 44.80	\$ 0.01	\$ 44.80	\$ 1.15	\$ 5,152.00	\$ 0.10	\$ 448.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3,730	\$ 68.00	\$ 253,640.00	\$ 67.00	\$ 249,910.00	\$ 68.00	\$ 253,640.00	\$ 73.00	\$ 272,290.00
9	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,020	\$ 71.00	\$ 143,420.00	\$ 74.00	\$ 149,480.00	\$ 76.00	\$ 153,520.00	\$ 78.00	\$ 157,560.00
10	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	14	\$ 71.00	\$ 994.00	\$ 100.00	\$ 1,400.00	\$ 205.00	\$ 2,870.00	\$ 250.00	\$ 3,500.00
11	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	18,500	\$ 0.70	\$ 12,950.00	\$ 0.77	\$ 14,245.00	\$ 0.70	\$ 12,950.00	\$ 0.75	\$ 13,875.00
12	SHORT TERM PAVEMENT MARKING	FOOT	500	\$ 1.00	\$ 500.00	\$ 2.00	\$ 1,000.00	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00
13	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	167	\$ 2.50	\$ 417.50	\$ 3.00	\$ 501.00	\$ 2.00	\$ 334.00	\$ 4.00	\$ 668.00
14	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$ 20.00	\$ 1,200.00	\$ 30.00	\$ 1,800.00	\$ 45.00	\$ 2,700.00	\$ 40.00	\$ 2,400.00
15	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$ 2,771.70	\$ 2,771.70	\$ 5,000.00	\$ 5,000.00	\$ 3,291.00	\$ 3,291.00	\$ 10,291.00	\$ 10,291.00
	TOTAL BID (Items 1 - 15)				\$ 526,888.00		\$ 578,330.10		\$ 601,970.60		\$ 607,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-13.20%

-4.72%

-0.83%



Legend

 Project Limits



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

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

NO.	DATE	REVISIONS

DATE:	JANUARY 2023
PROJECT NO.:	YO2237
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	YO2237 BASELINE ROAD IMPROVEMENT BOUNDARY.MXD

BASELINE ROAD IMPROVEMENT
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

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

New Business #4

Tracking Number

PW 2023-15

Agenda Item Summary Memo

Title: Baseline Road – Construction Engineering Agreement

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

**Baseline Road 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 Baseline Road 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 \$41,983. 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 contractor's 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

*Baseline Road 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 _____, 2023.

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

**Baseline Road Improvements – Construction Engineering
United City of Yorkville**

Attachment A - STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other

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

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

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

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

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.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

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.

**Baseline Road Improvements
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 closeout paperwork

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2237-P	
PROJECT TITLE		DATE	PREPARED BY
Baseline Road Improvements - Construction Engineering		1/30/23	JHS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE I	PE	ADMIN	HOURS	COST
		PERSON							
		RATE	\$228	\$194	\$170	\$154	\$70		
CONSTRUCTION ENGINEERING									
3.1	Contract Administration		4	12		24		40	\$ 6,936
3.2	Construction Layout			4		16		20	\$ 3,240
3.3	Observation and Documentation			8	8	160	4	180	\$ 27,832
Insert Task Subtotal:			4	24	8	200	4	240	\$ 38,008
PROJECT TOTAL:			4	24	8	200	4	240	38,008

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 SPE I Senior Project Engineer I
 PE Project Engineer
 ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Scanning =	\$ 200
Vehicle Charge (\$65/day) =	\$ 975
Rubino (Pavement Cores) =	\$ 2,800
DIRECT EXPENSES =	\$ 3,975

LABOR SUMMARY

EEI Labor Expenses =	\$ 38,008
TOTAL LABOR EXPENSES	\$ 38,008

TOTAL COSTS	\$ 41,983
--------------------	------------------



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER
United City of Yorkville	YO2237-P
PROJECT TITLE	DATE PREPARED BY
Baseline Road Improvements - Construction Engineering	1/25/23 JHS

TASK NO.	TASK DESCRIPTION						
		2023					
		FEB	MAR	APR	MAY	JUN	JUL
CONSTRUCTION ENGINEERING							
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





Legend

Project Limits



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60054
 (630) 466-6700 / www.eeiweb.com

United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60550
 (630) 535-4320
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	JANUARY 2013
PROJECT NO.:	Y02237
PATH:	H:\GIS\PUBLIC\YORKVILLE\2012
FILE:	Y02237 BASELINE ROAD IMPROVEMENT BOUNDARY.MXD

BASELINE ROAD IMPROVEMENT
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

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

Agenda Item Number

New Business #5

Tracking Number

PW 2023-16

Agenda Item Summary Memo

Title: Bristol Ridge Road Resurfacing

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Recommendation to Approve Balancing Authorization No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 31, 2023
Subject: Bristol Ridge Road Resurfacing – Balancing Authorization 1

The purpose of this memo is to present Balancing Authorization No. 1 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and “D” Construction, Inc. entered into an agreement for a contract value of \$446,273.68 for the above referenced project. Construction began on September 19, 2022 and the project is approximately 99.9% complete.

The construction costs are being funded by STU funds (federal) and local funds. The maximum federal participation amount is \$474,900.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Balancing Authorization No. 1 in the amount of (\$60,835.85)?

Discussion:

Authorization No. 1 is a balancing authorization which deletes unused quantities from the Contract as well as adds additional quantity to the Contract for all pay items. This type of authorization also rounds quantities to final whole numbers per IDOT’s standard policy.

The net change for all authorizations to date is (\$60,835.85) (including authorization No. 1) which is a 13.63% decrease to the original contract value bringing a revised contract value to date of \$385,437.83. The City will be responsible for 25% of the total or \$96,359.46 (including authorization No. 1).

We have attached the IDOT form for Authorization No. 1 for your information.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Balancing Authorization No. 1.



Authorization No.: 001

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> PoDI/ PoCI
<input type="checkbox"/> Change Order	
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date:
 County: Kendall County
 Section: 21-00052-00-RS
 Route: FAU 1555
 District: 3
 Contract No.: 87786
 Job No.: C9300223
 Project No.: AQ5Y-681

Consultants's Name:

Contractor: D. Construction, Inc.
 Address: 1488 So. Broadway
 CityStateZip: Coal City, IL 60416

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Fund Key: Y230U010930005

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
21101615		01	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	42.000	\$93.50	A	\$3,927.00	
25200110		01	SODDING, SALT TOLERANT	SQ YD	3.000	\$93.50	D		\$280.50
25200200		01	SUPPLEMENTAL WATERING	UNIT	10.000	\$110.00	D		\$1,100.00
40600290		01	BITUMINOUS MATERIALS (TACK COAT)	LB	6684.000	\$0.01	D		\$66.84
40600400		01	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON	10.000	\$0.01	D		\$0.10
40600982		01	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	129.000	\$0.01	D		\$1.29
40602978		01	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	42.000	\$84.50	D		\$3,549.00
40604060		01	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	70.000	\$84.50	A	\$5,915.00	
40800029		01	BITUMINOUS MATERIALS (TACK COAT)	LB	158.000	\$0.01	D		\$1.58
40800050		01	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	5.000	\$90.00	D		\$450.00
42400200		01	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	270.000	\$6.50	D		\$1,755.00
42400800		01	DETECTABLE WARNINGS	SQ FT	2.000	\$35.00	D		\$70.00
44000161		01	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	87.000	\$4.00	A	\$348.00	
44000500		01	COMBINATION CURB AND GUTTER REMOVAL	FOOT	37.000	\$7.00	D		\$259.00
44000600		01	SIDEWALK REMOVAL	SQ FT	270.000	\$4.00	D		\$1,080.00
44201741		01	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	72.000	\$73.00	D		\$5,256.00
44201745		01	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	214.000	\$70.00	D		\$14,980.00
44201747		01	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	570.000	\$65.00	D		\$37,050.00
48102100		01	AGGREGATE WEDGE SHOULDER, TYPE B	TON	151.000	\$30.00	D		\$4,530.00
60255500		01	MANHOLES TO BE ADJUSTED	EACH	1.000	\$700.00	A	\$700.00	
60257900		01	MANHOLES TO BE RECONSTRUCTED	EACH	1.000	\$1,400.00	D		\$1,400.00
60603800		01	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	37.000	\$31.50	D		\$1,165.50

70107025	01	CHANGEABLE MESSAGE SIGN	CAL DA	24.000	\$50.00	A	\$1,200.00	
70300100	01	SHORT TERM PAVEMENT MARKING	FOOT	1600.000	\$0.01	D		\$16.00
70300150	01	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	400.000	\$0.01	D		\$4.00
70300221	01	TEMP PVT MK LINE 4 - PAINT	FOOT	364.000	\$0.01	A	\$3.64	
72000100	01	SIGN PANEL - TYPE 1	SQ FT	1.000	\$27.50	D		\$27.50
72400100	01	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	1.000	\$82.50	D		\$82.50
72400310	01	REMOVE SIGN PANEL - TYPE 1	SQ FT	5.000	\$16.50	A	\$82.50	
72800100	01	TELESCOPING STEEL SIGN SUPPORT	FOOT	17.000	\$16.50	D		\$280.50
78000200	01	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	84.000	\$0.99	A	\$83.16	
78000400	01	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	22.000	\$1.49	A	\$32.78	
78000600	01	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	26.000	\$2.97	D		\$77.22
78000650	01	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.000	\$6.05	D		\$24.20
78300200	01	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	41.000	\$10.00	D		\$410.00
X0327036	01	BIKE PATH REMOVAL	SQ YD	10.000	\$10.00	D		\$100.00
X4401198	01	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	77.000	\$2.90	A	\$223.30	
X7810300	01	RECESSED REFLECTIVE PAVMENT MARKER	EACH	11.000	\$60.50	A	\$665.50	

Amount of original contract: \$446,273.68	Totals:	\$13,180.88	\$74,016.73
Percent: -13.63 %	Net Change:	(\$60,835.85)	

Project Location: KENNEDY ROAD TO US 34

Reason: Final Quantities - Balancing Authorization

Determination: G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

Date _____ Regional Engineer

Date _____ Engineer of Construction

Date _____ Director of Highways PI/Chief Engineer

FHWA Participation: Yes No

THE STATE OF ILLINOIS	
By the Department of Transportation	
_____	_____
Omer Osman, Secretary	Date
_____	_____
Vicki Wilson, Chief Fiscal Officer	Date
_____	_____
Yangsu Kim, Chief Counsel	Date

Supervisor _____ Date

Resident _____ Date

FHWA Representative _____ Date



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

Agenda Item Number

New Business #6

Tracking Number

PW 2023-17

Agenda Item Summary Memo

Title: Prairie Point Parking Lot Improvements

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Consideration of Change Order No. 1 - Balancing

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 2, 2023
Subject: Prairie Pointe Parking Lot Improvements

The purpose of this memo is to present Change Order No. 1 - Balancing for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Abbey Paving Co., Inc, entered into an agreement for a contract value of **\$365,542.25** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$456.05.

Discussion:

Please see the attached summary spreadsheet.

The change order covers balancing all items to the as-built quantities and additional costs incurred by Abbey Paving Co, for HMA Material Escalation. Due to this project being bid out in the spring of 2022 and constructed in the fall of 2022 the material cost for the HMA went up by \$4/ton. The concrete supplier also added a fuel surcharge to their delivery costs. The total cost for the material escalation totals to \$4,760.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: February 2, 2023

Agreement Date: June 2, 2022

NAME OF PROJECT: Prairie Pointe Parking Lot Improvements

OWNER: United City of Yorkville

CONTRACTOR: Abbey Paving Co. Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$365,542.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$365,542.25

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$456.05

The new CONTRACT PRICE including this CHANGE ORDER will be: \$365,086.20

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion for all work will be February 24, 2023

Justification

Pay Items 1-28: changes per as-built quantities measured in the field.

Pay Items 29-31: Material Escalation

Approvals Required

Requested by: _____ United City of Yorkville

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Abbey Paving Co. Inc.

CHANGE ORDER NO. 1
PRAIRIE POINTE PARKING LOT IMPROVEMENTS
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10	\$ 180.00	0.0	\$ -	10.0	\$ 1,800.00
2	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	190	\$ 91.45	41.0	\$ 3,749.45	0.0	\$ -
3	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	950	\$ 91.45	0.0	\$ -	0.0	\$ -
4	BITUMINOUS MATERIAL (TACK COAT)	POUND	4,180	\$ 0.10	0.0	\$ -	6.0	\$ 0.60
5	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SQ YD	55	\$ 88.00	26.0	\$ 2,288.00	0.0	\$ -
6	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,110	\$ 7.85	0.0	\$ -	302.0	\$ 2,370.70
7	DETECTABLE WARNINGS	SQ FT	94	\$ 24.50	0.0	\$ -	6.0	\$ 147.00
8	PAVEMENT REMOVAL	SQ YD	830	\$ 18.20	0.0	\$ -	13.0	\$ 236.60
9	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,280	\$ 6.55	0.0	\$ -	115.0	\$ 753.25
10	SIDEWALK REMOVAL	SQ FT	3,800	\$ 1.50	0.0	\$ -	261.0	\$ 391.50
11	MANHOLES TO BE ADJUSTED	EACH	1	\$ 250.00	0.0	\$ -	0.0	\$ -
12	INLETS TO BE ADJUSTED	EACH	3	\$ 250.00	0.0	\$ -	3.0	\$ 750.00
13	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 250.00	0.0	\$ -	0.0	\$ -
14	FRAMES AND GRATES, TYPE 11	EACH	3	\$ 675.00	0.0	\$ -	3.0	\$ 2,025.00
15	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6. 12	FOOT	1,450	\$ 27.10	0.0	\$ -	110.0	\$ 2,981.00
16	SIGN PANEL - TYPE 1	SQ FT	18	\$ 18.25	0.0	\$ -	0.0	\$ -
17	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	25	\$ 8.60	0.0	\$ -	0.0	\$ -
18	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4,550	\$ 0.65	0.0	\$ -	148.0	\$ 96.20
19	SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL)	SQ YD	7,700	\$ 3.15	0.0	\$ -	0.0	\$ -
20	MEDIAN BARRIE GATE SYSTEM	EACH	2	\$ 15,030.00	0.0	\$ -	0.0	\$ -
21	CHAIN LINK FENCE, 6' (SPECIAL)	FOOT	75	\$ 135.00	0.0	\$ -	10.0	\$ 1,350.00
22	ORNAMENTAL FENCE, 6' (SPECIAL)	FOOT	750	\$ 85.00	0.0	\$ -	4.0	\$ 340.00
23	GATE, SPECIAL 6' (15' DOUBLE SWING GATE)	EACH	2	\$ 4,650.00	0.0	\$ -	0.0	\$ -
24	CONCRETE MEDIAN (SPECIAL)	FOOT	46	\$ 35.00	0.0	\$ -	0.0	\$ -
25	CHAIN LINK FENCE REMOVAL (SPECIAL)	FOOT	70	\$ 5.00	0.0	\$ -	0.0	\$ -
26	SIGN REMOVAL	EACH	6	\$ 50.00	0.0	\$ -	0.0	\$ -
27	TELESCOPING STEEL SIGN SUPPORT (SPECIAL)	FOOT	135	\$ 20.35	0.0	\$ -	0.0	\$ -
28	CLASS D PATCHES (SPECIAL)	SQ YD	790	\$ 12.35	161.0	\$ 1,988.35	0.0	\$ -
29	MATERIAL ESCALATION N50 BINDER	TON	0	\$ 4.00	190.0	\$ 760.00	0.0	\$ -
30	MATERIAL ESCALATION N50 SURFACE	TON	0	\$ 4.00	950.0	\$ 3,800.00	0.0	\$ -
31	MATERIAL ESCALATION FUEL SURCHARGE	CU YD	0	\$ 2.40	83.3	\$ 200.00	0.0	\$ -
				TOTAL ADDITIONS =		\$ 12,785.80		
				TOTAL DEDUCTIONS =				\$ (13,241.85)
					ORIGINAL CONTRACT PRICE:	\$ 365,542.25		
					CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S):	\$ 365,542.25		
					*AMOUNT OF CURRENT CHANGE ORDER:	\$ (456.05)		
					NEW CONTRACT PRICE:	\$ 365,086.20		



Sales Quote

4401 W. Roosevelt Road
 Hillside, IL 60162
 (847) 419-9000 Fax: (847) 419-9050
 www.thebuildersco.com

Salesman Guy Dickson		Plant Elburn		Quote # 2002	
Quote Date 5/5/2022	Quote Valid Thru Date	Bid Date	Start Date	Completion Date	Followup Date
Customer Name ABBEY PAVING CO. INC.			Customer # 10104	Quoted To Lee	Phone Number (331) 262-5705
Project Name and Address Prairie Pointe Parking Lot			Cust PO	Tax Exempt N	Exemption Number
651 Prairie Pointe Dr, Yorkville			Notes		

Product	Unit Price	Quantity
1206 N50 Binder IDOT	\$56.00 TON	150
1105 N50 Surface IDOT	\$60.00 TON	950

Terms:

1. Sales tax is not included in unit price unless specified. Sales tax rate is determined by the State of Illinois and subject to change.
2. Payment terms are Net 30 Days from invoice date.
3. Prices are valid for the above project and quoted material type only. Please use same project information when placing order with plant.
4. Price valid through quote date only. Due to economic fluctuations an escalation/de-escalation clause needs to be included in your bid. Price is not guaranteed or effective after expiration date.
5. Quote must be signed and returned to Diana - dwolford@builderspavingllc.com at the Hillside office within 10 days for quote to be effective.

Accepted By _____

Date _____



Sales Quote

4401 W. Roosevelt Road
 Hillside, IL 60162
 (847) 419-9000 Fax: (847) 419-9050
 www.thebuildersco.com

Salesman Guy Dickson		Plant Elburn		Quote # 2002	
Quote Date 9/19/2022	Quote Valid Thru Date	Bid Date	Start Date	Completion Date	Followup Date
Customer Name ABBEY PAVING CO. INC.			Customer # 10104	Quoted To Lee	Phone Number (331) 262-5705
Project Name and Address Prairie Pointe Parking Lot 651 Prairie Pointe Dr, Yorkville			Cust PO	Tax Exempt N	Exemption Number
			Notes		

Product	Unit Price		Quantity
1206 N50 Binder IDOT	\$60.00	TON	150
1105 N50 Surface IDOT	\$64.00	TON	950

Terms:

1. Sales tax is not included in unit price unless specified. Sales tax rate is determined by the State of Illinois and subject to change.
2. Payment terms are Net 30 Days from invoice date.
3. Prices are valid for the above project and quoted material type only. Please use same project information when placing order with plant.
4. Price valid through quote date only. Due to economic fluctuations an escalation/de-escalation clause needs to be included in your bid. Price is not guaranteed or effective after expiration date.
5. Quote must be signed and returned to Diana - dwolford@builderspavingllc.com at the Hillside office within 10 days for quote to be effective.

Accepted By _____

Date _____

OZINGA

WE EXIST TO MAKE A POSITIVE IMPACT ON INDIVIDUALS,
THEIR FAMILIES AND THE COMMUNITY FOR GENERATIONS

Ozinga Ready Mix Concrete, Inc.
P.O. Box 7410053, Chicago, IL 60674-5053
P: 708.326.4200 F: 708.326.4201

SOLD TO

Abbey Paving Co Inc
1949 County Line Rd
Aurora, IL 60502

REMITTANCE COPY

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
CU016469	09/21/2022	ARI00458051	2 of 2

POS REFERENCE NO.	
1856405	

P.O. NO.	TERMS
	Net30

JOB NO.	LOT(S)
000210	

SHIPPED TO
651 PRAIRIE POINT DR, PARKING LOT IMP YORKVILLE, IL

PRODUCT	QUANTITY	UOM	PRICE	EXTENSION	TAX	TOTAL
FS FUEL SURCHARGE	5.00	LD	24.00	120.00	9.60	129.60



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

Agenda Item Number

New Business #7

Tracking Number

PW 2023-18

Agenda Item Summary Memo

Title: Rebuild Illinois – Fox Hill Improvements

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Resolution and Request for Expenditure Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 26, 2023
Subject: Rebuild Illinois – Fox Hill Improvements

The project is complete, and we are in the process of finalizing the required IDOT documents.

On April 27, 2021, the City passed a resolution that allowed the use of \$626,812.32 RBI Funds. Additional RBI Funds have now been received by the City; therefore, an additional resolution is required.

A new Resolution is attached for consideration in the amount of \$626,812.32.

In addition, a Request for Expenditure form is also required to be approved.

Staff is recommending approval of the two documents.

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



Memorandum

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

Date: January 26, 2023
Subject: Rebuild Illinois – Fox Hill Improvements

The project is complete, and we are in the process of finalizing the required IDOT documents.

On April 27, 2021, the City passed a resolution that allowed the use of \$626,812.32 RBI Funds. Additional RBI Funds have now been received by the City; therefore, an additional resolution is required.

A new Resolution is attached for consideration in the amount of \$626,812.32.

In addition, a Request for Expenditure form is also required to be approved.

Staff is recommending approval of the two documents.

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



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (2021-23), and Section Number (21-00051-00-PV)

BE IT RESOLVED, by the Council of the City of Yorkville, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

milling, preparation of base, aggregate subgrade improvements, removal and disposal of unsuitable materials, HMA resurfacing with binder and surface course, structure adjustments, restoration, striping, edge sealing, and other ancillary work items. Appropriation consists of \$1,093,546.78 of local funds and \$626,812.32 of RBI funds.

2. That there is hereby appropriated the sum of One million seven hundred twenty thousand three hundred fifty nine and 10/100 Dollars (\$1,720,359.10) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lisa Pickering, Clerk in and for said City of Yorkville

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Yorkville at a meeting held on April 27, 2021

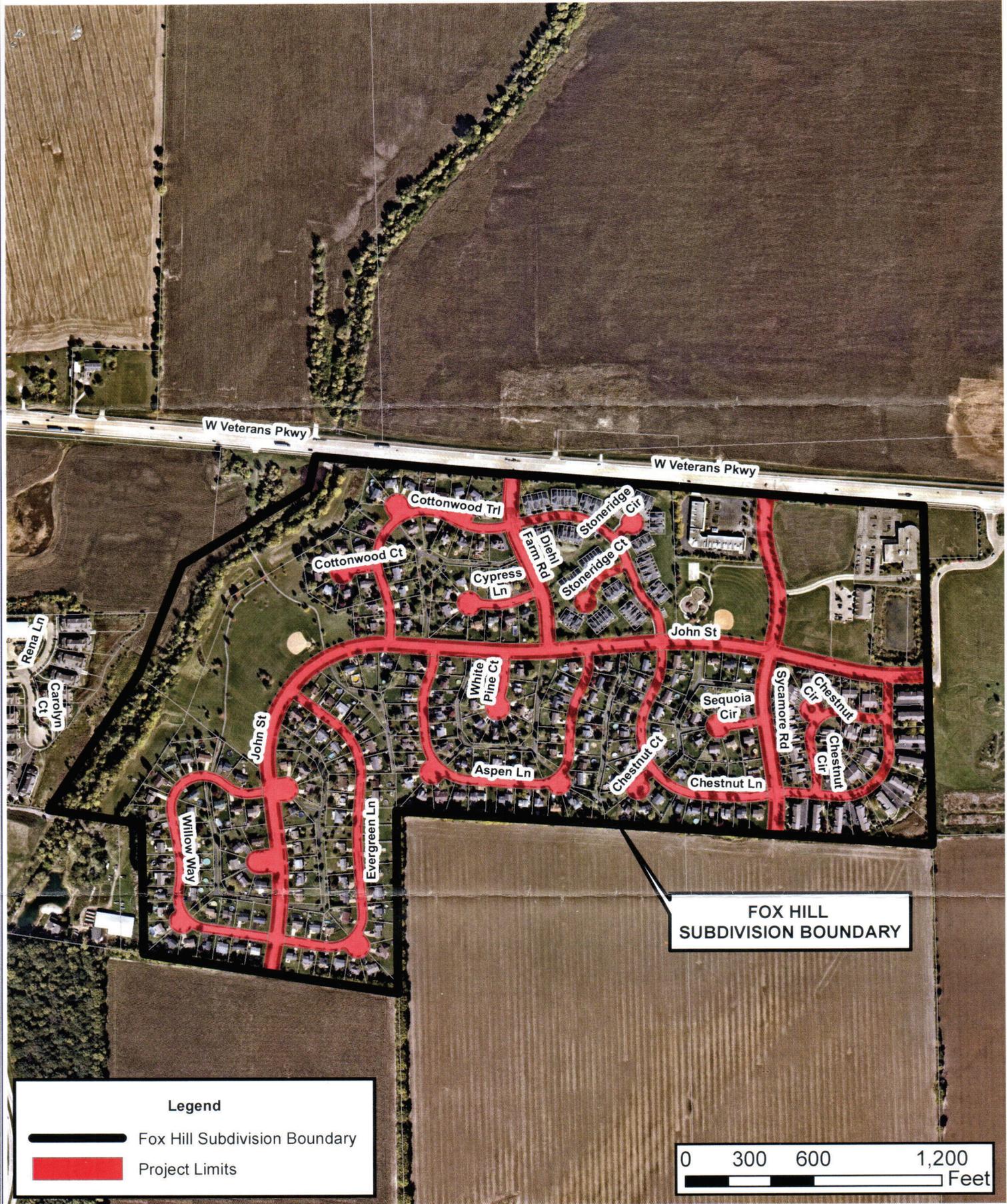
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28th day of April, 2021

(SEAL)

Clerk Signature: Lisa Pickering, Date: 4/28/21

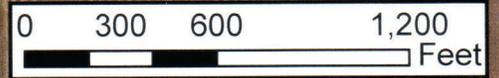
Approved

Regional Engineer: [Signature], Date: 5/5/2021



Legend

-  Fox Hill Subdivision Boundary
-  Project Limits



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



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

DATE:	FEBRUARY 2021
PROJECT NO.:	YO2036
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\02021
FILE:	YO2025_Fox Hill Project.MXD

**ATTACHMENT
 LOCATION MAP**





Illinois Department of Transportation

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

May 3, 2021

Ms. Lisa Pickering, City Clerk
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

MFT
City of Yorkville
Section No. 21-00051-00-PV

Dear Ms. Pickering:

The resolution adopted by the City Council of Yorkville on April 27, 2021 appropriating \$1,720,359.10 (\$1,093,546.78 of Local Funds and \$626,812.32 of RBI funds) for this section was approved April 5, 2021.

This resolution provides for the improvement of Various Routes in the Fox Hill subdivision consisting of removal and replacement of HMA and other ancillary work items.

* NOTE: Approval of this resolution does not authorize expenditure of MFT funds. Proper documentation must be received by our office prior to paying any bills out of the MFT account.

If you have any questions, please contact Roger Blakley at (815) 434-8495.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

A handwritten signature in black ink, appearing to read 'Steve Chery', written over a horizontal line.

By: Steve Chery, MSCE, P.E.
Local Roads and Streets Engineer

cc: Engineering Enterprises, Inc. - Attn: Nadia Schweisthal



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number, and Section Number (21-00051-00-PV)

BE IT RESOLVED, by the Council of the City of Yorkville, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements: Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Table for Roadway/Street Improvements with one row: See Attached Location Map, 3.46 miles, empty route, from, to.

For Structures:

Table for Structures with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

milling, preparation of base, aggregate subgrade improvements, removal and disposal of unsuitable materials, HMA resurfacing with binder and surface course, structure adjustments, restoration, striping, edge sealing and all other ancillary work items.

2. That there is hereby appropriated the sum of Six Hundred Twenty Six Thousand Eight Hundred Twelve and 32/100---- Dollars (\$626,812.32) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Jori Behland, Clerk in and for said City of Yorkville

of Yorkville in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Yorkville at a meeting held on February 28, 2023

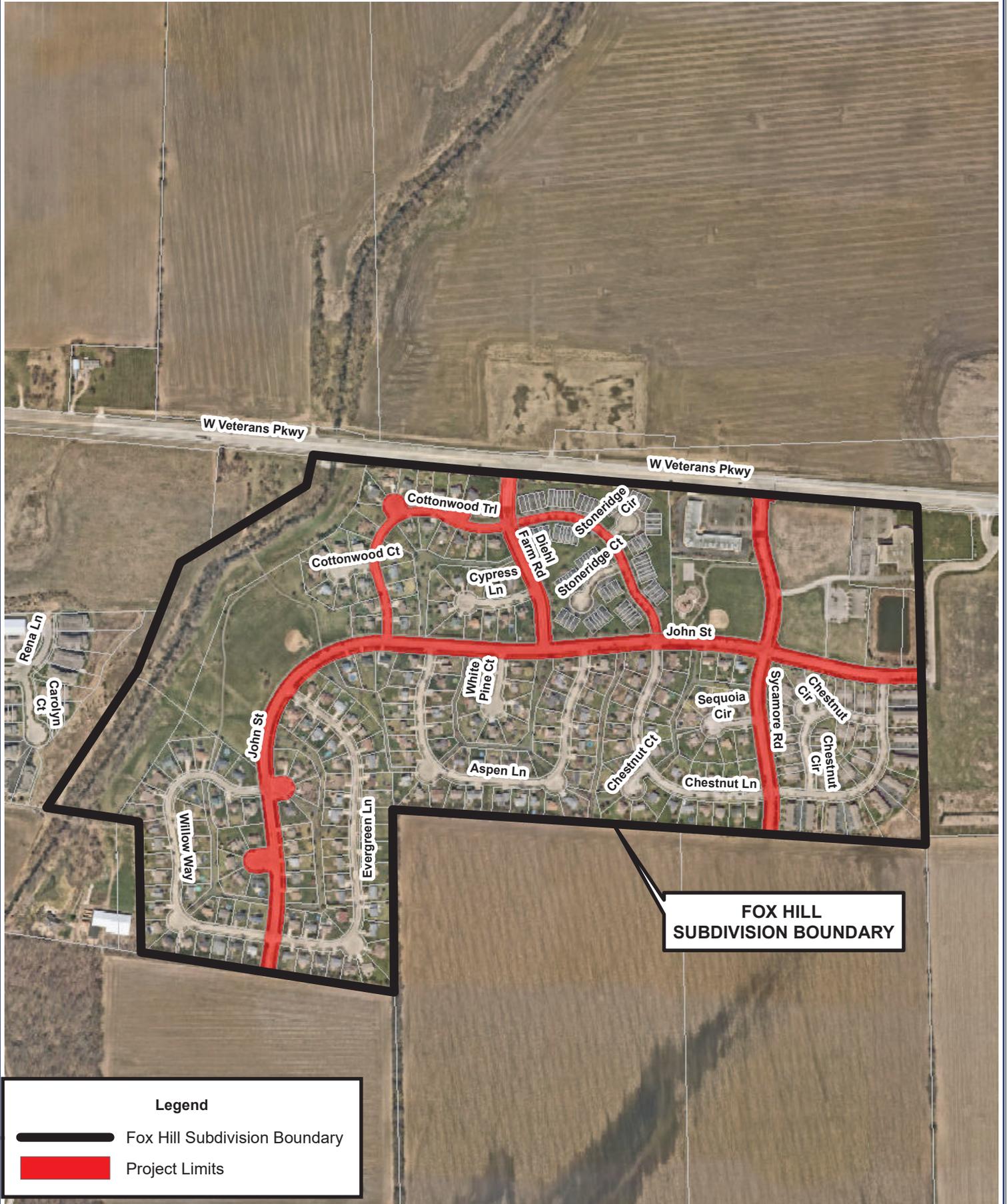
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28th day of February, 2023

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



**FOX HILL
SUBDIVISION BOUNDARY**

Legend

-  Fox Hill Subdivision Boundary
-  Project Limits

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



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

DATE:	SEPTEMBER 2020
PROJECT NO.:	YO2025
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2025_Fox Hill Project.MXD

**ATTACHMENT E
ILLINOIS REBUILD
FUNDS-LOCATION MAP**





Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency United City of Yorkville	Type City	County Kendall	Section Number 21-00051-00-PV
---	--------------	-------------------	----------------------------------

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		\$1,253,624.64
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL		\$1,253,624.64

Comments

Local Public Agency Official Signature & Date

Title

Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By	Date



**FOX HILL
SUBDIVISION BOUNDARY**

Legend

-  Fox Hill Subdivision Boundary
-  Project Limits

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DATE:	SEPTEMBER 2020
PROJECT NO.:	YO2025
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2025_Fox Hill Project.MXD

**ATTACHMENT E
ILLINOIS REBUILD
FUNDS-LOCATION MAP**





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

Agenda Item Number

New Business #8

Tracking Number

PW 2023-19

Agenda Item Summary Memo

Title: 2023 Road to Better Roads Program

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: MFT Resolution and Cost Estimate Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 14, 2023
Subject: 2023 Road to Better Roads Program

In accordance with the planned FY24 budget and Road to Better Roads Program, we are proceeding with design of the 2023 program and submitting the documents to IDOT for review and approval. The overall project is estimated at \$1,157,570.80 with \$1,000,000 coming from MFT funds.

Note that adjustments will be made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$1,000,000.

Staff is seeking approval of the resolution from the City Council.

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



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	23-00000-00-GM

BE IT RESOLVED, by the Council of the City of Yorkville Illinois that there is hereby appropriated the sum of _____

One Million and 00/100 Dollars (\$1,000,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/23 to 04/30/24
Beginning Date Ending Date

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

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

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

I Jori Behland City Clerk in and for said City

of Yorkville in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on 02/28/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of February, 2023.

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type

District Estimate of Cost for

Local Public Agency County Section Number Maintenance Period Beginning Ending

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Roadway Maintenance	IV	Yes						\$1,157,570.80
Total Operation Cost								\$1,157,570.80

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,000,000.00		\$157,570.80	\$1,157,570.80
Maintenance Total	\$1,000,000.00		\$157,570.80	\$1,157,570.80

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				

Total Estimated Maintenance \$1,000,000.00 \$157,570.80 \$1,157,570.80

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency	County	Section Number
United City of Yorkville	Kendall	23-00000-00-GM

Route(s)/Street-Road Name	Project Length
Various Local Roads (See Location Map)	2.57 miles

Project Termini
Various Local Roads (See Location Map)

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
1	Supplemental Watering	Unit	10	\$10.00	\$100.00
2	Bituminous Materials (Tack Coat)	Pound	28,946	\$0.10	\$2,894.60
3	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	413	\$15.00	\$6,195.00
4	Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	3,556	\$79.00	\$280,924.00
5	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	3,686	\$79.00	\$291,194.00
6	Sidewalk Removal	Sq Ft	6,062	\$1.75	\$10,608.50
7	Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	6,062	\$8.00	\$48,496.00
8	Detectable Warnings	Sq Ft	332	\$35.00	\$11,620.00
9	Combination Concrete Curb and Gutter Removal and Replacement	Foot	2,140	\$42.00	\$89,880.00
10	Hot-Mix Asphalt Surface Removal, Variable Depth	Sq Yd	32,982	\$2.50	\$82,455.00
11	Hot-Mix Asphalt Surface Removal, 3"	Sq Yd	9,306	\$2.85	\$26,522.10
12	Partial Depth Patching, (Special)	Sq Yd	427	\$30.00	\$12,810.00
13	Routing and Sealing Cracks	Foot	19,683	\$0.50	\$9,841.50
14	Manholes To Be Adjusted	Each	6	\$700.00	\$4,200.00
15	Inlets To Be Adjusted	Each	63	\$400.00	\$25,200.00
16	Sanitary Manholes To Be Adjusted	Each	1	\$1,200.00	\$1,200.00
17	Type 1 Frame, Open Lid	Each	7	\$400.00	\$2,800.00
18	Type 3 Frame and Grate	Each	1	\$500.00	\$500.00
19	Thermoplastic Pavement Marking - Letters & Symbols	Sq Ft	397	\$5.00	\$1,985.00
20	Thermoplastic Pavement Marking - Line 4"	Foot	14,957	\$0.80	\$11,965.60
21	Thermoplastic Pavement Marking - Line 6"	Foot	726	\$1.40	\$1,016.40
22	Thermoplastic Pavement Marking - Line 12"	Foot	217	\$3.00	\$651.00
23	Thermoplastic Pavement Marking - Line 24"	Foot	219	\$5.00	\$1,095.00
24	Modified Urethane Pavement Marking - Letters and Symbols	Sq Ft	273	\$10.00	\$2,730.00
25	Modified Urethane Pavement Marking - Line 4"	Foot	2,792	\$2.00	\$5,584.00
26	Modified Urethane Pavement Marking - Line 6"	Foot	4,120	\$3.00	\$12,360.00

Local Public Agency

County

Section Number

United City of Yorkville

Kendall

23-00000-00-GM

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
27	Modified Urethane Pavement Marking - Line 12"	Foot	3,183	\$6.00	\$19,098.00
28	Modified Urethane Pavement Marking - Line 24"	Foot	737	\$10.00	\$7,370.00
29	Short Term Pavement Markings	FOOT	500	\$5.00	\$2,500.00
30	Short Term Pavement Marking Removal	Sq Ft	168	\$5.00	\$840.00
31	Aggregate Surface Removal, 4"	Sq Yd	580	\$10.00	\$5,800.00
32	Preparation of Base	Sq Yd	580	\$3.00	\$1,740.00
33	Sodding, Special	Sq Yd	1,151	\$16.00	\$18,416.00
34	Hot-Mix Asphalt Driveway Removal and Replacement	Sq Yd	117	\$50.00	\$5,850.00
35	Recessed Reflective Pavement Marker	Each	90	\$50.00	\$4,500.00
36	Raised Reflective Pavement Marker Removal	Each	90	\$15.00	\$1,350.00
37	Traffic Control and Protection (Special)	L Sum	1	\$30,000.00	\$30,000.00
38	Emulsified Maltene-Based Rejuvenation	Sq Yd	75,742	\$1.05	\$79,529.10
39	Crack Routing, (Pavement)	Foot	75,000	\$0.01	\$750.00
40	Crack Filling	Pound	25,000	\$1.40	\$35,000.00
Total Overall Estimated Cost:					\$1,157,570.80

Prepared By

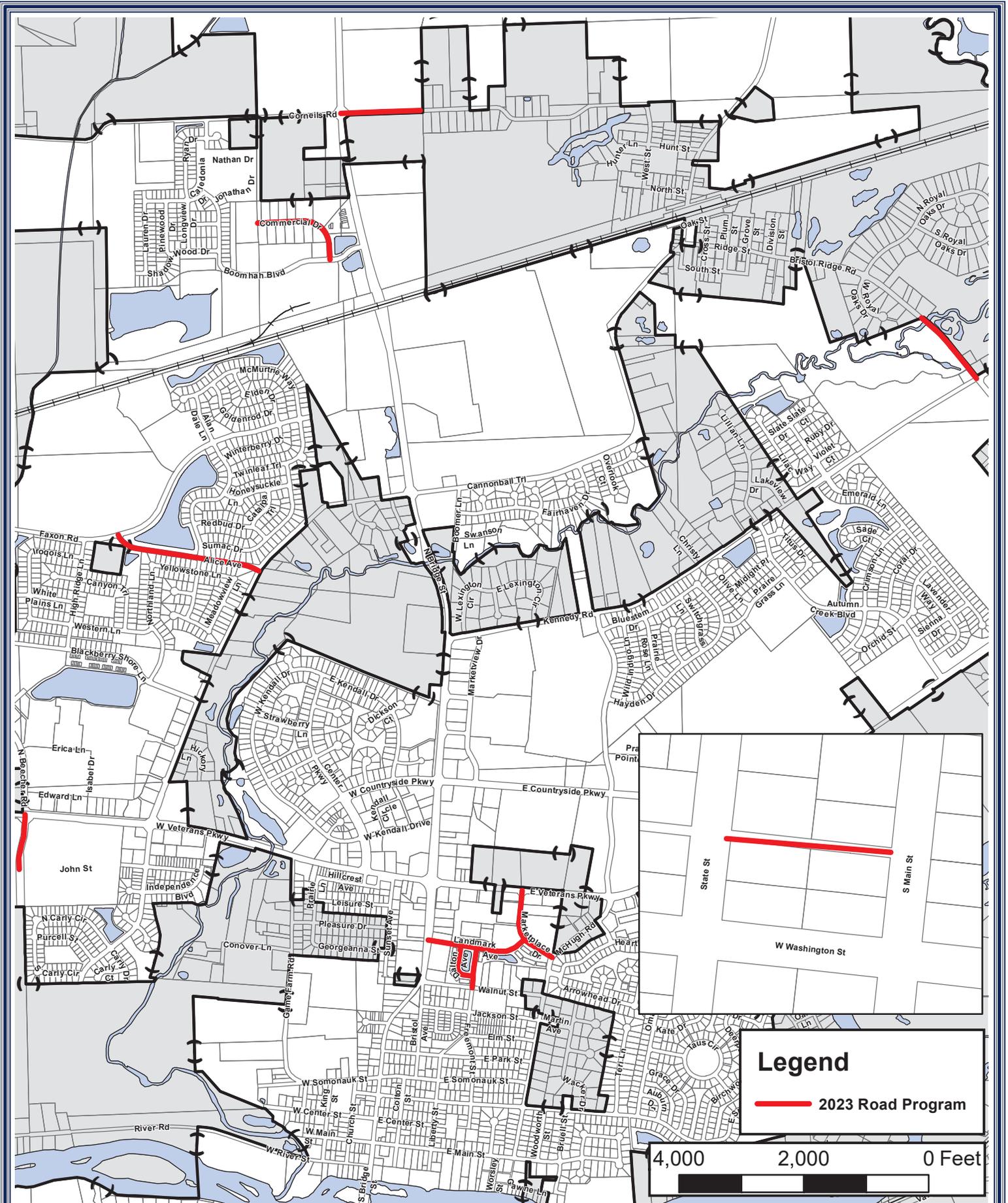
Date

Quentin N. Tiscareno

02/13/23

Signature

Date



Legend

 2023 Road Program



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 2023
PROJECT NO.:	YO2239
BY:	MJT
PATH:	HGIS\PUBLIC\YORKVILLE\2022
FILE:	YO2239_Road Program 2023 Attachment E.MXD

EXHIBIT 1 - LOCATION MAP





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

Agenda Item Number

New Business #9

Tracking Number

PW 2023-20

Agenda Item Summary Memo

Title: 2023 Water Main Improvements – Contract A

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: 2023 Water Main Improvements – Contract A – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 21, 2023
Subject: 2023 Water Main Improvements – Contract A

Bids were received, opened and tabulated for work to be done on the 2023 Water Main Improvements – Contract A at 11:00 a.m., February 14, 2023. 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 FY2024 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Performance Construction & Engineering LLC, 217 W. John Street, Plano, IL 60545, in the amount of **\$1,799,287.00**.

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

**BID SUMMARY
2023 WATER MAIN REPLACEMENT - CONTRACT A
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 02/14/2023	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Trine Construction Corp. 1041 Trine Court St. Charles, IL-60174	Martam Construction 1200 Gasket Drive Elgin, IL 60120	Performance Const & Eng, LLC 217 W. John Street Plano, IL-60545
BID TOTAL	\$2,059,246.00	\$2,261,151.76	\$2,435,019.00	\$1,799,287.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/14/2023	Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101	J & S Const Sewer And Water Inc P.O. Box 760 Oswego, IL-60543	Swallow Construction 490 Topsoil Drive West Chicago, IL-60185	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545
BID TOTAL	\$1,873,890.46	\$1,893,288.00	\$1,850,707.21	\$2,108,369.00
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADDENDUM NO. 1	X	X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/14/2023	Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032			
BASE BID TOTAL	\$1,989,694.76			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			



**BID TABULATION
2023 WATER MAIN IMPROVEMENTS - CONTRACT A
UNITED CITY OF YORKVILLE**

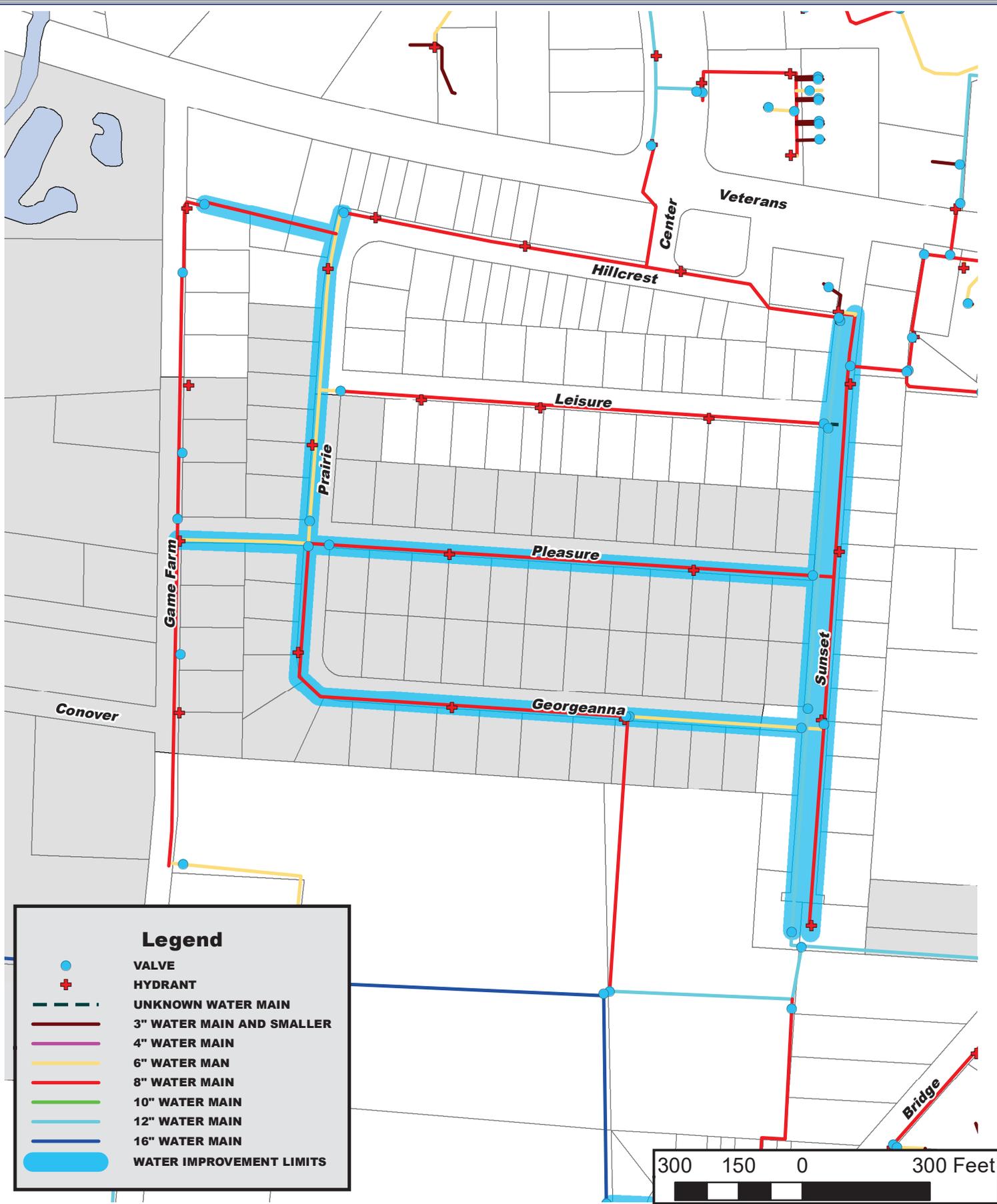
ITEM NO.	DESCRIPTION	BID TABULATION BIDS RECD: 2/14/2023		Performance Const & Eng. LLC 217 W. John Street Piano, IL-60545		Swallow Construction 450 Topsoil Drive West Chicago, IL-60185		Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101		J & S Const Sewer And Water Inc P.O. Box 760 Oswego, IL-60543		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Elgin, IL-60120		Martam Construction 1200 Gasket Drive Elgin, IL-60120		Trine Construction Corp. 1041 Trine Court St Charles, IL-60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL-60554	
		UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	TREE REMOVAL, OVER 15 UNIT DIAMETER	EACH	2	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 509.46	\$ 1,018.92	\$ 2,000.00	\$ 4,000.00	\$ 1,460.00	\$ 2,920.00	\$ 1,610.00	\$ 3,220.00	\$ 1,250.00	\$ 2,500.00
2	TREE ROOT PRUNING	EACH	14	\$ 250.00	\$ 3,500.00	\$ 125.00	\$ 1,750.00	\$ 105.00	\$ 1,470.00	\$ 120.00	\$ 1,680.00	\$ 385.00	\$ 5,390.00	\$ 110.00	\$ 1,540.00	\$ 290.00	\$ 4,060.00	\$ 345.00	\$ 4,830.00	\$ 280.00	\$ 3,920.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 8,690.77	\$ 8,690.77	\$ 5,000.00	\$ 5,000.00	\$ 5,560.00	\$ 5,560.00	\$ 6,600.00	\$ 6,600.00	\$ 8,000.00	\$ 8,000.00
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 5,000.00	\$ 40,000.00	\$ 4,500.00	\$ 36,000.00	\$ 4,000.00	\$ 32,000.00	\$ 4,200.00	\$ 33,600.00	\$ 5,443.04	\$ 43,544.32	\$ 3,500.00	\$ 28,000.00	\$ 3,680.00	\$ 29,440.00	\$ 4,950.00	\$ 39,600.00	\$ 4,500.00	\$ 36,000.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,600.00	\$ 3,600.00	\$ 3,800.00	\$ 3,800.00	\$ 6,971.58	\$ 6,971.58	\$ 3,000.00	\$ 3,000.00	\$ 3,550.00	\$ 3,550.00	\$ 3,300.00	\$ 3,300.00	\$ 4,000.00	\$ 4,000.00
6	WATER MAIN, CLASS S2, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,507	\$ 160.00	\$ 241,120.00	\$ 145.00	\$ 218,515.00	\$ 140.00	\$ 210,980.00	\$ 130.00	\$ 195,910.00	\$ 173.41	\$ 261,328.87	\$ 162.00	\$ 244,134.00	\$ 226.00	\$ 340,582.00	\$ 207.75	\$ 313,079.25	\$ 200.00	\$ 301,400.00
7	WATER MAIN, CLASS S2, WITH POLYETHYLENE WRAP, 8-INCH	LF	4,466	\$ 120.00	\$ 535,920.00	\$ 92.00	\$ 410,872.00	\$ 125.00	\$ 558,250.00	\$ 97.00	\$ 433,202.00	\$ 117.32	\$ 523,951.12	\$ 125.00	\$ 558,250.00	\$ 151.00	\$ 674,366.00	\$ 117.90	\$ 526,541.40	\$ 115.00	\$ 513,590.00
8	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 4-INCH	EACH	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00	\$ 5,712.74	\$ 5,712.74	\$ 4,000.00	\$ 4,000.00	\$ 6,620.00	\$ 6,620.00	\$ 5,662.70	\$ 5,662.70	\$ 4,500.00	\$ 4,500.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	18	\$ 5,500.00	\$ 99,000.00	\$ 5,500.00	\$ 99,000.00	\$ 6,000.00	\$ 108,000.00	\$ 4,800.00	\$ 86,400.00	\$ 6,826.95	\$ 122,885.10	\$ 4,800.00	\$ 86,400.00	\$ 7,810.00	\$ 140,580.00	\$ 6,704.20	\$ 120,675.60	\$ 6,000.00	\$ 108,000.00
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 7,000.00	\$ 28,000.00	\$ 7,500.00	\$ 30,000.00	\$ 8,000.00	\$ 32,000.00	\$ 7,000.00	\$ 28,000.00	\$ 9,913.21	\$ 39,652.84	\$ 6,000.00	\$ 24,000.00	\$ 10,660.00	\$ 42,640.00	\$ 8,724.20	\$ 34,896.80	\$ 9,500.00	\$ 38,000.00
11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 8-INCH MJ	EACH	16	\$ 7,500.00	\$ 120,000.00	\$ 10,000.00	\$ 160,000.00	\$ 7,500.00	\$ 120,000.00	\$ 7,000.00	\$ 112,000.00	\$ 7,403.20	\$ 118,451.20	\$ 7,000.00	\$ 112,000.00	\$ 8,890.00	\$ 142,240.00	\$ 9,073.65	\$ 145,178.40	\$ 6,500.00	\$ 104,000.00
12	FIRE HYDRANT TO BE REMOVED	EACH	9	\$ 250.00	\$ 2,250.00	\$ 500.00	\$ 4,500.00	\$ 600.00	\$ 5,400.00	\$ 1,900.00	\$ 17,100.00	\$ 448.18	\$ 4,033.62	\$ 750.00	\$ 6,750.00	\$ 850.00	\$ 7,650.00	\$ 395.00	\$ 3,555.00	\$ 550.00	\$ 4,950.00
13	DUCTILE IRON FITTINGS	LB	9,246	\$ 0.10	\$ 924.60	\$ 0.01	\$ 92.46	\$ 0.01	\$ 92.46	\$ 14.00	\$ 129,444.00	\$ 7.95	\$ 73,505.70	\$ 1.00	\$ 9,246.00	\$ 11.00	\$ 101,706.00	\$ 0.01	\$ 92.46	\$ 12.00	\$ 110,952.00
14	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	30	\$ 75.00	\$ 2,250.00	\$ 175.00	\$ 5,250.00	\$ 100.00	\$ 3,000.00	\$ 90.00	\$ 2,700.00	\$ 88.36	\$ 2,650.80	\$ 124.00	\$ 3,720.00	\$ 246.00	\$ 7,380.00	\$ 147.25	\$ 4,417.50	\$ 95.00	\$ 2,850.00
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 10.00	\$ 500.00	\$ 15.00	\$ 750.00	\$ 40.00	\$ 2,000.00	\$ 80.00	\$ 4,000.00	\$ 96.06	\$ 4,803.00	\$ 45.00	\$ 2,250.00	\$ 86.00	\$ 4,300.00	\$ 80.00	\$ 4,000.00	\$ 65.00	\$ 3,250.00
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 10.00	\$ 500.00	\$ 15.00	\$ 750.00	\$ 40.00	\$ 2,000.00	\$ 37.00	\$ 1,850.00	\$ 20.51	\$ 1,025.50	\$ 45.00	\$ 2,250.00	\$ 70.00	\$ 3,500.00	\$ 80.00	\$ 4,000.00	\$ 65.00	\$ 3,250.00
17	FOUNDATION MATERIAL	CY	100	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	\$ 85.00	\$ 8,500.00	\$ 92.83	\$ 9,283.00	\$ 1.00	\$ 100.00	\$ 72.00	\$ 7,200.00	\$ 80.00	\$ 8,000.00	\$ 50.00	\$ 5,000.00
18	EXPLORATORY EXCAVATION	EACH	4	\$ 100.00	\$ 400.00	\$ 200.00	\$ 800.00	\$ 400.00	\$ 1,600.00	\$ 2,200.00	\$ 8,800.00	\$ 457.94	\$ 1,831.76	\$ 450.00	\$ 1,800.00	\$ 860.00	\$ 3,440.00	\$ 1,237.50	\$ 4,950.00	\$ 750.00	\$ 3,000.00
19	WATER SERVICE CONNECTION, 1-INCH	EACH	82	\$ 3,200.00	\$ 262,400.00	\$ 2,700.00	\$ 221,400.00	\$ 2,800.00	\$ 229,600.00	\$ 1,100.00	\$ 90,200.00	\$ 634.63	\$ 52,039.66	\$ 3,500.00	\$ 287,000.00	\$ 2,410.00	\$ 197,620.00	\$ 3,394.50	\$ 278,349.00	\$ 1,850.00	\$ 151,700.00
20	WATER SERVICE PIPE, 1-INCH PEX	LF	3,045	\$ 5.00	\$ 15,225.00	\$ 20.00	\$ 60,900.00	\$ 18.00	\$ 54,810.00	\$ 63.00	\$ 191,835.00	\$ 85.29	\$ 259,708.05	\$ 1.00	\$ 3,045.00	\$ 36.00	\$ 109,620.00	\$ 26.50	\$ 80,692.50	\$ 35.00	\$ 106,575.00
21	TEMPORARY WATER SERVICE (SPECIAL)	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,600.00	\$ 9,200.00	\$ 2,583.14	\$ 5,166.28	\$ 3,000.00	\$ 6,000.00	\$ 4,410.00	\$ 8,820.00	\$ 5,311.70	\$ 10,623.40	\$ 2,500.00	\$ 5,000.00
22	VALVE VAULT TO BE ABANDONED	EACH	9	\$ 400.00	\$ 3,600.00	\$ 350.00	\$ 3,150.00	\$ 375.00	\$ 3,375.00	\$ 640.00	\$ 5,760.00	\$ 498.17	\$ 4,483.53	\$ 300.00	\$ 2,700.00	\$ 490.00	\$ 4,410.00	\$ 275.50	\$ 2,479.50	\$ 550.00	\$ 4,950.00
23	VALVE BOX TO BE ABANDONED	EACH	10	\$ 100.00	\$ 1,000.00	\$ 350.00	\$ 3,500.00	\$ 100.00	\$ 1,000.00	\$ 400.00	\$ 4,000.00	\$ 171.68	\$ 1,716.80	\$ 50.00	\$ 500.00	\$ 260.00	\$ 2,600.00	\$ 100.00	\$ 1,000.00	\$ 220.00	\$ 2,200.00
24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 750.00	\$ 3,750.00	\$ 3,000.00	\$ 15,000.00	\$ 500.00	\$ 2,500.00	\$ 2,000.00	\$ 10,000.00	\$ 891.08	\$ 4,455.40	\$ 2,000.00	\$ 10,000.00	\$ 860.00	\$ 4,300.00	\$ 2,916.40	\$ 10,862.00	\$ 330.00	\$ 1,650.00
25	STORM SEWER REMOVAL AND REPLACEMENT WITH GASKETED 12" RCP	LF	161	\$ 50.00	\$ 8,050.00	\$ 94.00	\$ 15,134.00	\$ 50.00	\$ 8,050.00	\$ 38.00	\$ 6,118.00	\$ 52.63	\$ 8,473.43	\$ 95.00	\$ 15,295.00	\$ 89.00	\$ 14,329.00	\$ 93.50	\$ 15,053.50	\$ 80.00	\$ 12,880.00
26	STORM SEWER REMOVAL AND REPLACEMENT, 10" CMP	LF	28	\$ 40.00	\$ 1,120.00	\$ 95.00	\$ 2,660.00	\$ 56.00	\$ 1,568.00	\$ 55.00	\$ 1,540.00	\$ 61.29	\$ 1,716.12	\$ 64.00	\$ 2,592.00	\$ 61.00	\$ 1,708.00	\$ 109.20	\$ 3,057.60	\$ 50.00	\$ 1,400.00
27	STORM SEWER REMOVAL AND REPLACEMENT, 12" CMP	LF	594	\$ 45.00	\$ 26,730.00	\$ 90.00	\$ 53,460.00	\$ 62.00	\$ 36,828.00	\$ 50.00	\$ 29,700.00	\$ 62.19	\$ 36,940.86	\$ 73.00	\$ 43,362.00	\$ 60.00	\$ 35,640.00	\$ 113.25	\$ 67,270.50	\$ 55.00	\$ 32,670.00
28	STORM SEWER REMOVAL AND REPLACEMENT, 15" CMP	LF	28	\$ 50.00	\$ 1,400.00	\$ 110.00	\$ 3,080.00	\$ 70.00	\$ 1,960.00	\$ 64.00	\$ 1,792.00	\$ 101.52	\$ 2,842.56	\$ 80.00	\$ 2,240.00	\$ 73.00	\$ 2,044.00	\$ 148.60	\$ 4,160.80	\$ 65.00	\$ 1,820.00
29	STORM SEWER REMOVAL AND REPLACEMENT, 10" HDPE	LF	25	\$ 35.00	\$ 875.00	\$ 85.00	\$ 2,125.00	\$ 45.00	\$ 1,125.00	\$ 50.00	\$ 1,250.00	\$ 54.21	\$ 1,355.25	\$ 65.00	\$ 2,225.00	\$ 56.00	\$ 1,400.00	\$ 108.65	\$ 2,716.25	\$ 85.00	\$ 2,125.00
30	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	10	\$ 750.00	\$ 7,500.00	\$ 1,200.00	\$ 12,000.00	\$ 175.00	\$ 1,750.00	\$ 4,995.00	\$ 49,950.00	\$ 867.44	\$ 8,674.40	\$ 1,500.00	\$ 15,000.00	\$ 1,610.00	\$ 16,100.00	\$ 1,237.50	\$ 12,375.00	\$ 1,750.00	\$ 17,500.00
31	INLET PROTECTION	EACH	7	\$ 200.00	\$ 1,400.00	\$ 187.00	\$ 1,309.00	\$ 175.00	\$ 1,225.00	\$ 180.00	\$ 1,260.00	\$ 140.00	\$ 980.00	\$ 140.00	\$ 980.00	\$ 260.00	\$ 1,820.00	\$ 189.75	\$ 1,328.25	\$ 110.00	\$ 770.00
32	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 18,066.15	\$ 18,066.15	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,671.44	\$ 3,671.44	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	\$ 9,900.00	\$ 9,900.00	\$ 7,200.00	\$ 7,200.00
33	HOT-MIX ASPHALT PATCHING, 4" (SPECIAL)	SY	310	\$ 40.00	\$ 12,400.00	\$ 52.00	\$ 16,120.00	\$ 46.00	\$ 14,260.00	\$ 44.00	\$ 13,640.00	\$ 53.40	\$ 16,554.00	\$ 50.00	\$ 15,500.00	\$ 67.00	\$ 20,770.00	\$ 71.05	\$ 22,025.50	\$ 52.00	\$ 16,120.00
34	HOT-MIX ASPHALT PATCHING, 6"	SY	1,130	\$ 52.00	\$ 58,760.00	\$ 64.75	\$ 73,167.50	\$ 64.00	\$ 72,320.00	\$ 57.00	\$ 64,410.00	\$ 98.36	\$ 111,146.80	\$ 62.00	\$ 70,060.00	\$ 79.00	\$ 89,270.00	\$ 90.85	\$ 102,660.50	\$ 57.00	\$ 64,410.00
35	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 60.00	\$ 6,600.00	\$ 78.25	\$ 8,607.50	\$ 60.00	\$ 6,600.00	\$ 60.00	\$ 6,600.00	\$ 56.37	\$ 6,200.70	\$ 68.00	\$ 7,480.00	\$ 60.00	\$ 6,600.00	\$ 92.00	\$ 10,120.00	\$ 47.00	\$ 5,170.00
36	SIDEWALK REMOVAL	SF	494	\$ 2.00	\$ 988.00	\$ 2.50	\$ 1,235.00	\$ 2.00	\$ 988.00	\$ 3.65	\$ 1,803.10	\$ 3.00	\$ 1,482.00	\$ 2.00	\$ 988.00	\$ 2.45	\$ 1,210.30	\$ 4.00	\$ 1,976.00	\$ 4.00	\$ 1,976.00
37	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SF	494	\$ 11.00	\$ 5,434.00	\$ 10.65	\$ 5,261.10	\$ 10.50	\$ 5,187.00	\$ 12.00	\$ 5,928.00	\$ 12.91	\$ 6,377.54	\$ 11.00	\$ 5,434.00	\$ 11.00	\$ 5,434.00	\$ 20.70	\$ 10,225.80	\$ 10.00	\$ 4,940.00
38	DETECTABLE WARNING	SF	16	\$ 35.00	\$ 560.00	\$ 35.00	\$ 560.00	\$ 40.00	\$ 640.00	\$ 35.00	\$ 560.00	\$ 35.00	\$ 560.00	\$ 39.00	\$ 624.00	\$ 36.00	\$ 576.00	\$ 40.25	\$ 644.00	\$ 40.00	\$ 640.00
39	AGGREGATE SHOULDER,																				



**BID TABULATION
2023 WATER MAIN IMPROVEMENTS - CONTRACT A
UNITED CITY OF YORKVILLE**

ITEM NO.	DESCRIPTION	BID TABULATION BIDS/RECD 2/14/2023		Performance Const & Eng. LLC 217 W. John Street Piano, IL 60545		Swallow Construction 450 Topsoil Drive West Chicago, IL 60185		Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL 60101		J & S Const Sewer And Water Inc P.O. Box 760 Oswego, IL 60543		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL 61032		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Piano, IL 60545		Martam Construction 1200 Gasket Drive Elgin, IL 60120		Trine Construction Corp. 1041 Trine Court St Charles, IL 60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
		UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
47	LANDSCAPING TO BE REMOVED AND RESET	EACH	5	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00	\$ 500.00	\$ 2,500.00	\$ 850.00	\$ 4,250.00	\$ 1,200.00	\$ 6,000.00	\$ 1,000.00	\$ 5,000.00	\$ 400.00	\$ 2,000.00	\$ 1,725.00	\$ 8,625.00	\$ 200.00	\$ 1,000.00
48	RESTORATION	SY	11,940	\$ 10.00	\$ 119,400.00	\$ 11.15	\$ 133,131.00	\$ 12.00	\$ 143,280.00	\$ 14.50	\$ 173,130.00	\$ 7.51	\$ 89,669.40	\$ 12.00	\$ 143,280.00	\$ 12.00	\$ 143,280.00	\$ 12.95	\$ 154,623.00	\$ 15.00	\$ 179,100.00
49	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 40,310.40	\$ 40,310.40	\$ 89,000.00	\$ 89,000.00	\$ 50,000.00	\$ 50,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00	\$ 250,000.00	\$ 250,000.00	\$ 80,000.00	\$ 80,000.00	\$ 68,712.50	\$ 68,712.50	\$ 25,000.00	\$ 25,000.00
50	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
51	BASE BID TOTAL				\$ 1,799,287.00		\$ 1,850,707.21		\$ 1,873,890.46		\$ 1,893,288.00		\$ 1,989,694.76		\$ 2,108,369.00		\$ 2,435,019.00		\$ 2,261,151.76		\$ 2,059,246.00
52	ABOVE/BELOW ENGINEERS ESTIMATE						-12.62%		-10.13%		-9.00%		-8.06%		-3.38%		2.39%		18.25%		9.80%

CORRECTED NUMBERS FROM BID



Legend

- VALVE
- + HYDRANT
- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- WATER IMPROVEMENT LIMITS




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

DATE:	FEBRUARY 2023
PROJECT NO.:	YO2217
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	YO2217_Attachment E.MXD

**ATTACHMENT E
 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

New Business #10

Tracking Number

PW 2023-21

Agenda Item Summary Memo

Title: 2023 Water Main Replacement Contract A – Construction Engineering Agreement

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

2023 Water Main Improvements – Contract A
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 4,500 linear feet of 8-inch water main improvements and 1,500 feet of 12-inch water main improvements along Sunset Avenue, Georgeanne Street, Prairie Lane, and Pleasure Drive (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 \$185,100. 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 _____, 2023.

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
2023 Water Main Improvements – Contract A
United City of Yorkville

The United City of Yorkville intends to install approximately 4,500 of 8-inch water main, 1,500 feet of 12-inch water main, and related appurtenances including patching and sidewalk improvements along Sunset Avenue, Georgeanna Street, Prairie Lane, and Pleasure Drive.

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
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- 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 – Material Testing for Quality Assurance

The above scope for “2023 Water Main Improvements – Contract A” 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.

**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2217-P	
PROJECT TITLE		DATE	PREPARED BY
2023 Water Main Improvements - Contract A		2/7/23	WEB

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE	PT	SPT II	Sen. Tech	ADMIN	HOURS	COST
		RATE	\$228	\$194	\$183	\$139	\$159	\$129	\$70		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		11	74	-	41	-	-	5	131	\$ 22,913
3.2	Construction Layout and Record Drawings		-	8	6	6	59	27	5	111	\$ 16,698
3.3	Observation and Documentation		2	50	204	674	-	-	6	936	\$ 141,594
Construction Engineering Subtotal:			13	132	210	721	59	27	16	1,178	\$ 181,205
PROJECT TOTAL:			13	132	210	721	59	27	16	1,178	181,205

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Vehicle =	\$ 975
Material Testing =	\$ 3,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 3,975

LABOR SUMMARY	
EEI Labor Expenses =	\$ 168,341
Surveying Expenses =	\$ 11,433
Drafting Expenses =	\$ 1,431
TOTAL LABOR EXPENSES	\$ 181,205

TOTAL COSTS	\$ 185,180
--------------------	-------------------

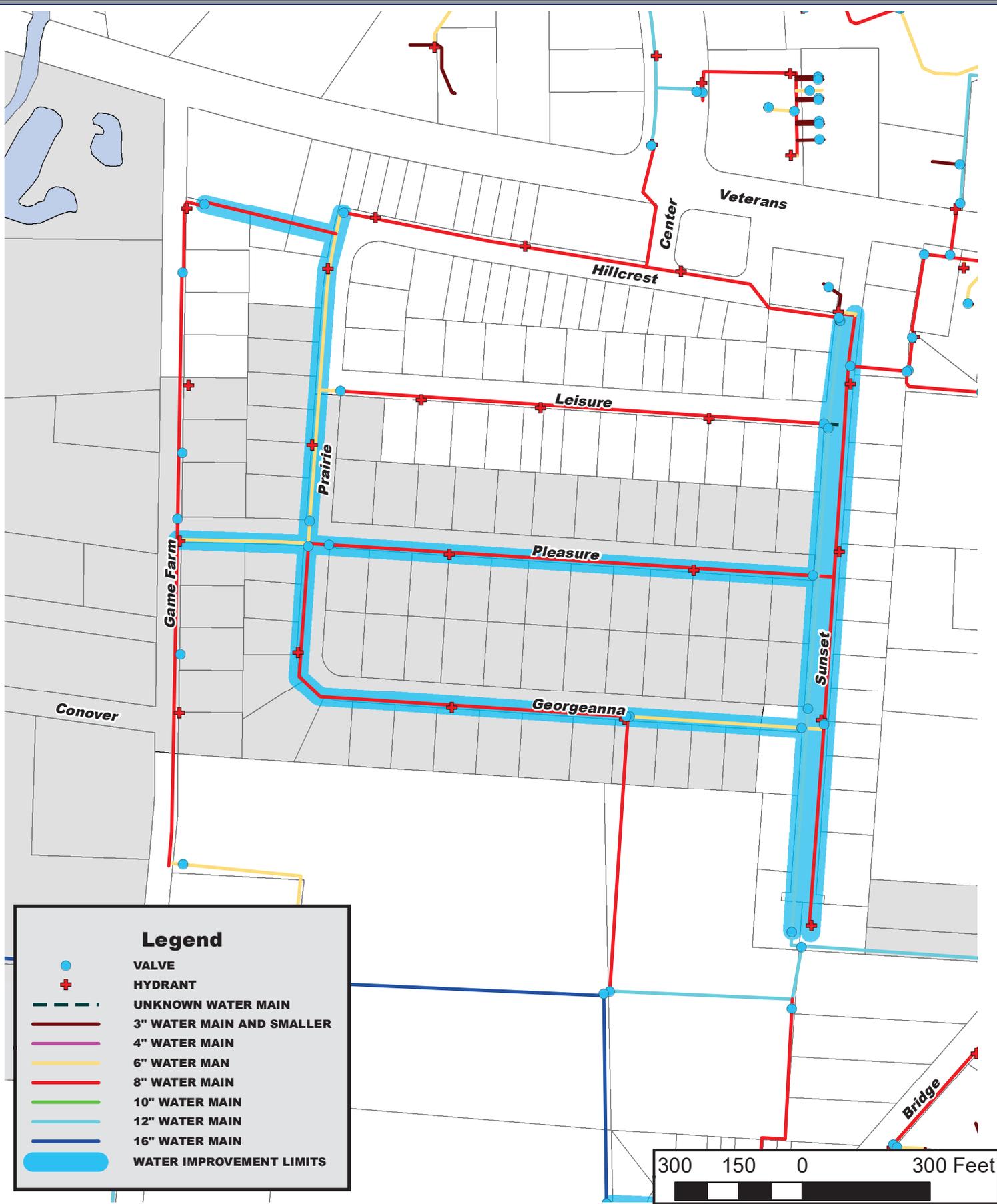


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2217-P	
PROJECT TITLE		DATE	PREPARED BY
2023 Water Main Improvements - Contract A		2/7/2023	WEB

TASK NO.	TASK DESCRIPTION	2023																			
		April				May				June				July				August			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																					
3.1	Contract Administration																				
3.2	Construction Layout and Record Drawings																				
3.3	Observation and Documentation - Water Main																				
3.3	Observation and Documentation - Restoration																				





Legend

- VALVE
- + HYDRANT
- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- WATER IMPROVEMENT LIMITS



DATE:	FEBRUARY 2023
PROJECT NO.:	YO2217
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	YO2217_Attachment E.MXD



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

**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 type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #11

Tracking Number

PW 2023-22

Agenda Item Summary Memo

Title: Corneils Road Interceptor Improvements

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 14, 2023
Subject: Corneils Road Interceptor Improvements

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Fischer Excavating, Inc. entered into an agreement for a contract value of **\$3,140,637.45** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 which would **increase** the contract time by 91 days for substantial completion.

Discussion:

The change order would add 91 days to the substantial completion date of the project to extend it from April 1, 2023 to July 1, 2023.

The project was bid in October 2022 and delayed three months between anticipated award (10/25) and actual award (1/6). This change order adjusts the completion date to match the delay.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: February 28, 2023

Agreement Date: January 13, 2023

NAME OF PROJECT: Corneils Road Interceptor Improvements

OWNER: United City of Yorkville

CONTRACTOR: Fischer Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$3,140,637.45

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$3,140,637.45

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$3,140,637.45

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 91 calendar days.

The date for completion for all work will be: Substantial Completion: July 1, 2023

Justification

The project was bid in October 2022 and delayed three months between anticipated award (10/25) and actual award (1/6). This change order adjusts the completion date to match the delay.

Approvals Required

Requested by: _____ United City of Yorkville

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Fischer Excavating, Inc



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

Agenda Item Number

New Business #12

Tracking Number

PW 2023-23

Agenda Item Summary Memo

Title: EEI Rate Increase Request

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: CC – 02/22/22 Action Taken: Approved hourly rate request

Item Number: PW 2022-08

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: February 21, 2023
Subject: EEI Rate Request

Summary

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

Background

This item was last discussed by the City Council in February 2022, when the City Council approved EEI's hourly rate request covering a change in rates between 2021 and 2022 (2020's rate request was foregone by EEI). EEI has proposed a 2023 rate increase request, which is attached to this memo. The attached documents show the 2023 rate requests. In general, EEI is requesting a ~7% per hour inflationary type increases for each classification.

These hourly rates are used as the unit price for supplemental engineering contracts but are also used in the City's base contract.

Recommendation

Staff recommends approval of the 2023 EEI rate request.



January 25, 2023

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

Re: Proposed Changes in Hourly Rates and Expenses

Dear Mr. Olson:

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

The requested changes are in the hourly rates for various classifications of employees in accordance with our enclosed Standard Schedule of Charges (SSC) dated January 1, 2023. Please note that we are requesting an increase of approximately 7% per hour for each classification. Also enclosed is our current summary of Personnel, Positions and Classifications to cross reference with the hourly rates for the individuals to whom they apply.

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

We hope that you will honor our request so that we can continue to provide the high level of service that you expect and deserve. Please let me know if you have any questions or concerns regarding the request.

Respectfully yours,

ENGINEERING ENTERPRISES, INC.

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

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

BPS/ars
Enclosures

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

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2023\YO2300-C General\Docs\cofyo - rate change - 2023.docx



Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
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		\$ 220.00
Expert Testimony		\$ 276.00



Engineering Enterprises, Inc.

PERSONNEL, POSITIONS, AND CLASSIFICATIONS

Peter G. Wallers, PE, CFM <i>Chairman</i>	E-4	Kristen M. Meehan, PE <i>Senior Project Engineer II</i>	P-6	Kristopher K. Pung <i>CAD Manager</i>	T-6
Jeffrey W. Freeman, PE, CFM, LEED AP <i>Chief Executive Officer</i>	E-4	Michael W. Schweisthal, PE <i>Senior Project Engineer II</i>	P-6	Joshua M. Boatman <i>Senior Project Technician II (Field)</i>	T-6
Bradley P. Sanderson, PE <i>Chief Operating Officer / President</i>	E-4	Pamela G. Whitfield, PE, CFM <i>Senior Project Engineer II</i>	P-6	David M. Todd <i>Senior Project Technician II (Field)</i>	T-6
Denise M. Migliorini <i>Chief Financial Officer / Vice President</i>	E-4	Natasha P. Woodlock, PE <i>Senior Project Engineer I</i>	P-5	James P. Schmidt <i>Senior Project Technician I (CAD)</i>	T-5
Stephen T. Dennison, PE <i>Senior Project Manager / Principal</i>	E-3	Jake H. Seger, PE, CFM <i>Senior Project Engineer I</i>	P-5	Richard B. Rodgers <i>Senior Project Technician I (Field)</i>	T-5
Julie A. Morrison, PE <i>Senior Project Manager / Principal</i>	E-3	Brandon C. Stahl, EI <i>Project Engineer</i>	P-4	Rick E. Carls <i>Project Technician (Field)</i>	T-4
Michele L. Piotrowski, PE, LEED AP <i>Senior Project Manager / Principal</i>	E-3	Ali Ghassemi, PhD, EI <i>Project Engineer</i>	P-4	Christopher R. Parks <i>Project Technician (Field)</i>	T-4
Joseph W. Cwynar, PE <i>Senior Project Manager</i>	E-2	Kamelia Afshinnia, PhD, EI <i>Project Engineer</i>	P-4	Thomas M. Soelke <i>Project Technician (Field)</i>	T-4
Mark G. Scheller, PLS <i>Senior Project Manager</i>	E-2	Brandon B. Kramer <i>Project Engineer</i>	P-4	Joseph P. Scheller <i>Senior Technician (Field)</i>	T-3
Timothy G. Holdeman <i>Director of Business Development</i>	E-2	Emily M. Conti, EI <i>Project Engineer</i>	P-4	Kevin D. McSorley <i>Senior Technician (Field)</i>	T-3
Timothy N. Paulson, PE, CFM <i>Senior Project Manager</i>	E-2	William E. Benson, EI <i>Project Engineer</i>	P-4	Matthew J. Taylor <i>GIS Analyst</i>	T-3
Christopher F. Buckley, PE, BCEE <i>Senior Project Manager / Environmental Technical Director</i>	E-2	Colton T. Isham, EI <i>Project Engineer</i>	P-4	Michael A. Agate <i>CAD Technician</i>	T-2
John T. Whitehouse, PE, PLS <i>Senior Project Manager</i>	E-2	Evan M. Wegehaupt <i>Project Engineer</i>	P-4	Ethan J. Todd <i>Technician (Field)</i>	T-2
Curtis P. Dettmann, PE <i>Project Manager</i>	E-1	Zayed I. Kiswani <i>Project Engineer</i>	P-4	Angela R. Smith <i>Executive Assistant / Marketing Manager</i>	A-4
Keith E. Powell, PE <i>Project Manager</i>	E-1	John J. Marvig <i>Project Engineer</i>	P-4	Kristine D. Legler <i>Marketing Assistant</i>	A-3
Christopher E. Peterson, PLS <i>Project Manager</i>	E-1	Gabriel A. Braboy, EI <i>Project Engineer</i>	P-4	Deborah R. Anderson <i>Administrative Assistant</i>	A-3
Kyle D. Welte, PE, CPII <i>Project Manager</i>	E-1	Quentin N. Tiscareno, EI <i>Project Engineer</i>	P-4	Denise M. Thelander <i>Accounting Assistant</i>	A-3
Christopher J. Ott, PE, CPII <i>Project Manager</i>	E-1	Jacob M. Parrish, EI <i>Project Engineer</i>	P-4	Angela D. McCoy <i>Accounting Assistant</i>	A-3
Christopher R. Walton, PE <i>Project Manager</i>	E-1	Sydney N. Shaffer, EI <i>Project Engineer</i>	P-4	Nicholas J. Michels <i>Accounting Assistant</i>	A-3
Veronica Hall, PE <i>Project Manager</i>	E-1	Jeniece R. Neville <i>Project Engineer</i>	P-4		
Todd A. Wells, PE, CPII <i>Senior Project Engineer II</i>	P-6	David S. Stewart <i>Senior Project Technician II</i>	T-6		

Legend:

PE = Professional Engineer
EI = Engineer Intern
CPII = Certified Public Infrastructure Inspector

E = Executive
T = Technical
A = Administrative

PLS = Professional Land Surveyor
CFM = Certified Floodplain Manager
LEED AP = Leadership in Energy and Environmental Design Accredited Professional

P = Professional
I = Intern
G = GIS

01/16/23



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2022-82

Agenda Item Summary Memo

Title: Windett Ridge Road Parking

Meeting and Date: Public Works Committee – February 21, 2023

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: CC – 8/26/14 Action Taken: Approved at City Council meeting.

Item Number: PW 2014-37

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: January 5, 2023
Subject: Windett Ridge parking restriction proposal

Summary

Proposal to direct staff to notify residents of a proposal to remove parking restrictions on Windett Ridge Rd.

Background

This item was last discussed at the December 2022 Public Works committee meeting, where the committee agreed to recommend to start the process to remove parking restrictions on Windett Ridge Rd originally implemented in late 2014. The packet materials from the 2014 decision are attached, but in general were implemented along the north and east side of Windett Ridge Rd for the entire length of the Windett Ridge subdivision due to complaints of heavy construction traffic and parking issues along that route. Since 2014, the Windett Ridge subdivision is mostly built-out, and the residents of the subdivision have asked for the City Council to rescind the parking restrictions on Windett Ridge Rd.

The City Council has historically followed this process for implementing or removing parking restrictions:

- 1) A committee reviews the request and makes a recommendation to proceed as outlined below
 - a. This occurred at the December 2022 PW meeting
- 2) The City Council approves the recommendation of the committee to proceed
 - a. Up for consideration at the Jan 10, 2023 City Council meeting
- 3) The staff send mailers to all homes adjacent to the proposed parking restriction inviting them to provide written comment or attend a future committee meeting
 - a. If approved, we would send these letters out by the end of January for the PW committee meeting on February 21, 2023
- 4) The committee reviews public comment on the parking restriction
 - a. If approved, we propose the February 21, 2023 PW committee meeting
- 5) The City Council reviews the committee recommendation and takes final action on the proposed parking restriction
 - a. If approved, we propose the February 28, 2023 City Council meeting

Recommendation

Staff recommends approval of the proposal to remove the parking restriction along Windett Ridge Rd and asks the City Council to direct staff to send resident mailers for a February PW committee meeting.



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 14, 2014
Subject: Parking Restrictions in Windett Ridge subdivision

Summary

Consideration of an ordinance restricting parking on the north and east side of Windett Ridge between Route 47 and Kentshire Drive.

Background

This item was last discussed by the City Council at the May 27 meeting. At that meeting, the City Council directed City staff to send letters to residents adjacent to the proposed parking restriction, inviting them to a future Public Works Committee meeting. A sample letter is attached.

Staff has received no email comments prior to the meeting. Residents may be in attendance at the meeting to provide feedback in person.

Recommendation

Staff recommends approval of the ordinance.



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

August 8, 2014



Dear 

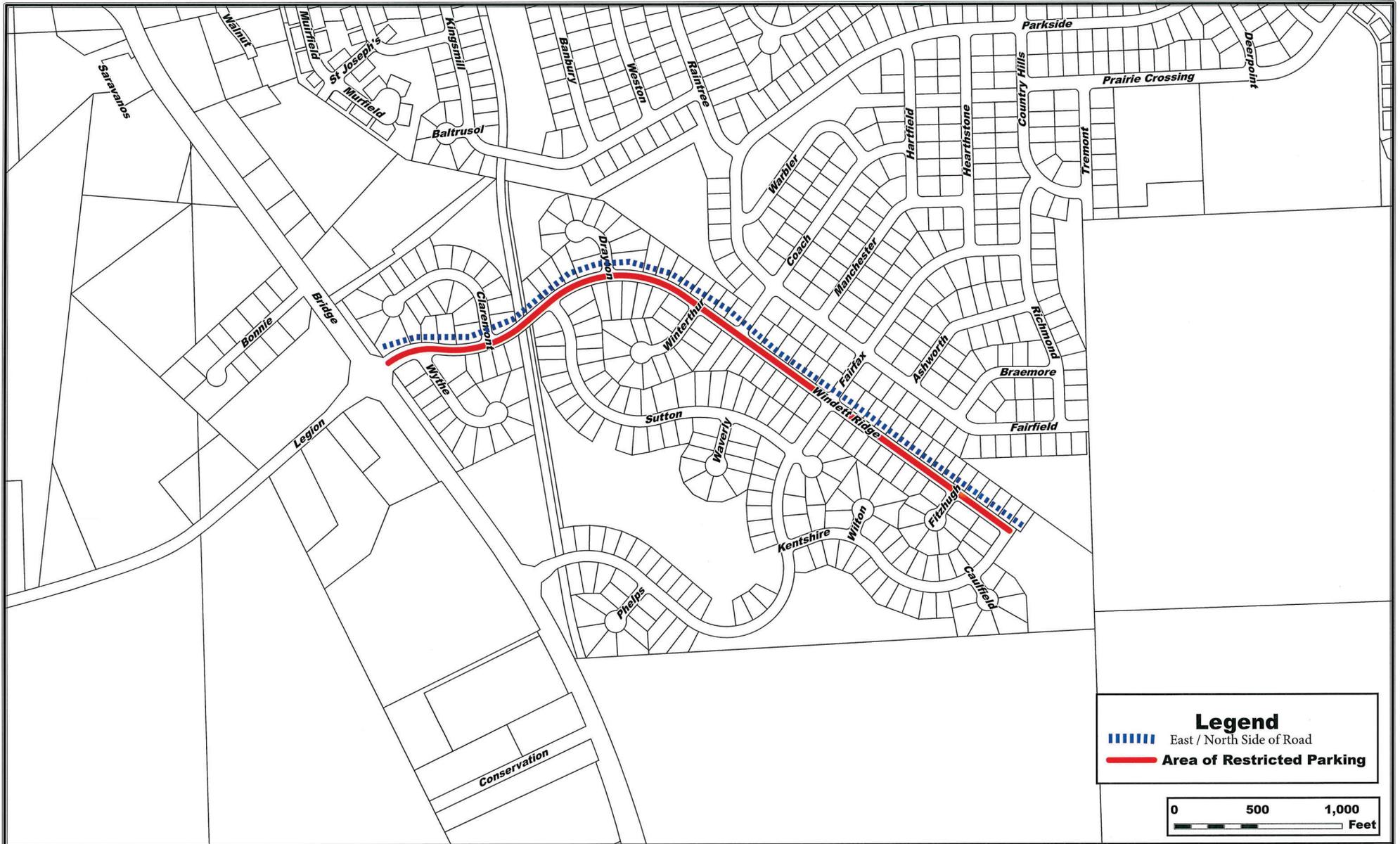
The City of Yorkville is currently proposing a parking restriction on the north and east side of Windett Ridge Road between Route 47 and Kentshire Drive. This restriction would eliminate on street parking on the designated side of the mentioned road at all times, every day. Individuals would still be permitted to park on the south and west side of Windett Ridge Road.

This parking restriction is being proposed in response to resident initiated public safety concerns construction traffic and double-sided street parking. Vehicles parked on both sides of these streets causes a narrowed traffic lane, which makes the frequent movement of construction vehicles problematic. Also, double sided parking limits emergency vehicle maneuvers. Finally, fire hydrants are located on the same side of the street as the proposed restrictions. Restricting parking in those areas will ensure unfettered access to hydrants in an emergency situation.

As a resident, you have the right to speak on this matter prior to its implementation. This item will be discussed at the upcoming Public Works Committee meeting which will occur on Tuesday, August 19, 2014 at 6 p.m. in the City Hall conference room. You also can contact your elected officials or City staff at any time to voice your concerns, comments, or questions. You can contact City Hall Monday through Friday between 8:00 a.m. and 4:30 p.m. at (630)553-4350, or by sending an email to bolson@yorkville.il.us.

Sincerely,

Mayor Gary J. Golinski



Legend

▬▬▬▬ East / North Side of Road

▬▬▬▬ Area of Restricted Parking



EEI
 Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (830) 466-6700 / www.eeiweb.com

United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60550
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	MAY 2014
PROJECT NO.:	Y01402
PATH:	H:\GIS\PUBLIC\YORKVILLE\0014
FILE:	Y01402-WINDETTDRIDGEPARKING.MXD

WINDETT RIDGE PARKING
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

LOCATION MAP



AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING

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

Section 1. Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

WINDETT RIDGE ROAD

A “no parking” zone shall be created on the north/east side of Windett Ridge Road from Bridge Street (Route 47) to Kentshire Drive.

Section 2. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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 _____, 2014.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

LARRY KOT _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

ROSE ANN SPEARS _____

DIANE TEELING _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2014.

MAYOR

From: [Bart Olson](#)
To: [Erin Willrett](#); [James Jensen](#); [John Purcell](#)
Subject: FW: Parking on windette ridge road
Date: Monday, January 23, 2023 2:29:16 PM

FYI

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

From: Kyle Lighthiser [REDACTED]
Sent: Monday, January 23, 2023 1:24 PM
To: Bart Olson <BOlson@yorkville.il.us>
Cc: Ken Koch Contact [REDACTED]
Subject: Parking on windette ridge road

Hi this is Kyle lettheiser I wanted to talk to you in regards to having an issue with the parking window ridge road. Over the weekend i set up a pull on our Facebook group for windett ridge. 97 plus people are against having parking on both sides of the street, only 3 people out of the pole of over a 107 said that they wanted parking on both sides. I am attaching screenshots of that pole. We also had a suggestion of Maybe having special needs to be parked on the other side of the road. After a bunch of conversations on Facebook Messenger, It has been brought to twe're sumption that the reason people are wanting to park on both sides is to deal with the speeding issue in our subdivision. As most of us have explained to those people that parking on both sides is most unlikely to fix a speeding problem and actually cause more issues. Such as people have an hard time backing out of their driveways, not being able to see pedestrians, if we park on both sides of the road with large pickup trucks that are in our subdivision you will not even be able to fit an emergency vehicle down the road. Nancy Finnerty Is one of the people that are for parking on both sides however, In a post that she made herself she had stated that she will go over of the alderman and city's head and go directly to the mayor to complain about this. Most of us are in agreements that there is a huge speeding issue down windett ridge and we know that it is very difficult to get more stop signs but we would like to discuss another possibility to reduce the speeding issues down window ridge. Thank you for your time and if you can please respond back to me at your earliest convenience that would be greatly appreciated thank you

Kyle Lighthiser

From: [Bart Olson](#)
To: [Erin Willrett](#); [John Purcell](#); [James Jensen](#)
Subject: FW: Parking on windette ridge road
Date: Monday, January 23, 2023 2:29:05 PM

FYI

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

From: Kyle Lighthiser [REDACTED]
Sent: Monday, January 23, 2023 2:11 PM
To: Bart Olson <BOlson@yorkville.il.us>
Subject: Re: Parking on windette ridge road

1. All votes were only for the subdivision they have to be vetted for to be on that Pole.
2. 99% Of the 2 votes to be on one side would be individual per household. For example my wife voted to keep parking as is. I voted to keep parking as is with special needs. I believe ours was the only family that did that.
3. I am not sure of who lives on windett ridge and not I'm only positive of 3 people living on windette ridge however, we have all come to the conclusion that this affects the whole community not just windett ridge road. Most of the people in the neighborhood find it very unfortunate that they will be affected due to this change and are very worried about the safety of children.

Thank you very much for the follow up and if there's any other questions I will gladly answer them.
Kyle Lighthiser

On Mon, Jan 23, 2023, 1:38 PM Bart Olson <BOlson@yorkville.il.us> wrote:

Received, thanks. Thanks for including the lists if those named. A couple follow ups before I spend time analyzing:

- 1) are you reasonably certain most of the people that voted live in your subdivision?
- 2) out of the people voting, how many do you think voted more than once per household (ie both spouses voted)?
- 3) if you had to guess, how many people that live along windett ridge rd voted in this poll? Ie, maybe half of all houses along the stretch of road voted? 3/4?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Kyle Lighthiser <[REDACTED]>
Sent: Monday, January 23, 2023 1:23:42 PM
To: Bart Olson <BOlson@yorkville.il.us>
Cc: Ken Koch Contact <kenkoch80@gmail.com>
Subject: Parking on windette ridge road

Hi this is Kyle Lighthiser I wanted to talk to you in regards to having an issue with the parking window ridge road. Over the weekend I set up a poll on our Facebook group for windett ridge. 97 plus people are against having parking on both sides of the street, only 3 people out of the poll of over a 107 said that they wanted parking on both sides. I am attaching screenshots of that poll. We also had a suggestion of maybe having special needs to be parked on the other side of the road. After a bunch of conversations on Facebook Messenger, it has been brought to my attention that the reason people are wanting to park on both sides is to deal with the speeding issue in our subdivision. As most of us have explained to those people that parking on both sides is most unlikely to fix a speeding problem and actually cause more issues. Such as people have a hard time backing out of their driveways, not being able to see pedestrians, if we park on both sides of the road with large pickup trucks that are in our subdivision you will not even be able to fit an emergency vehicle down the road. Nancy Finnerty is one of the people that are for parking on both sides however, in a post that she made herself she had stated that she will go over the alderman and city's head and go directly to the mayor to complain about this. Most of us are in agreements that there is a huge speeding issue down windett ridge and we know that it is very difficult to get more stop signs but we would like to discuss another possibility to reduce the speeding issues down window ridge. Thank you for your time and if you can please respond back to me at your earliest convenience that would be greatly appreciated thank you

Kyle Lighthiser

From: [Bart Olson](#)
To: [Erin Willrett](#)
Subject: FW: Windett Ridge Parking
Date: Monday, January 23, 2023 10:06:25 AM

Resident email 1 for packet.

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

From: Angela Silney [REDACTED]
Sent: Friday, January 20, 2023 8:48 PM
To: Bart Olson <BOlson@yorkville.il.us>
Subject: Re: Windett Ridge Parking

You most certainly can. Thank you for asking.

[Sent from Yahoo Mail for iPhone](#)

On Friday, January 20, 2023, 1:04 PM, Bart Olson <BOlson@yorkville.il.us> wrote:

Hello Angela,

Thanks for forwarding your thoughts. I will place your email on file for when we discuss this publicly next month. Is it ok if I disclose your name, email address, and home address to the rest of the City Council?

Thanks,

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct

630-553-4350 front desk

630-308-0582 cell

From: Angela Silney [REDACTED]
Sent: Friday, January 20, 2023 10:32 AM
To: Ken Koch Contact <kenkoch80@gmail.com>; Bart Olson <BOlson@yorkville.il.us>
Subject: Windett Ridge Parking

Hello,

I was given your information by Kyle Lighthiser in the neighborhood. My name is Angela Lambert and my husband, 2 kids and I live at [REDACTED] Windett Ridge Rd. I have heard about the parking ban possibly being lifted for not parking on one side of the street.

I do not support the lifting of the ban. Windett ridge road is already dangerous with only one side to be parked on. People are always speeding and already almost side swiping cars. I have seen our child's bus struggle with the parked cars to safely drive down Windett Ridge. We have a lot of children in the neighborhood including 2 of my own. It is very dangerous to cross the roads with cars on the street, my fear is with cars on both sides of the streets and coupled with speeding a child could get hurt or killed as it would be hard for a car to see a small child if they all of a sudden popped up from behind a car and it would be hard for a small child to see a car coming. I also think it would be harder for the post office to deliver mail and for garbagemen to get the garbage cans. I don't see any positives to lifting the ban, only negatives. These are just a few of my concerns. The biggest being just general safety of people especially children. Also there are a lot of people in the neighborhood who have big work vehicles such as vans or trucks and trailers etc. Per HOA, they are not allowed to park their work vehicles in their driveway, they must park them on the road, which again, causes safety issues.

Thank you so much for your time,

Angela Lambert

Sent from Yahoo Mail for iPhone

From: [Bart Olson](#)
To: [Erin Willrett](#)
Subject: FW: Windett Ridge Rd parking restriction
Date: Monday, January 23, 2023 10:06:41 AM

Resident email.

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

From: John Purcell <jpurcell@yorkville.il.us>
Sent: Friday, January 20, 2023 6:42 PM
To: Nancy Finnerty [REDACTED]
Cc: Bart Olson <BOLson@yorkville.il.us>; Ken Koch Contact <kenkoch80@gmail.com>
Subject: RE: Windett Ridge Rd parking restriction

Thank you for the email.

Have a great weekend.

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Nancy Finnerty [REDACTED]
Date: 1/20/23 6:21 PM (GMT-06:00)
To: John Purcell <jpurcell@yorkville.il.us>
Cc: Bart Olson <BOLson@yorkville.il.us>, Ken Koch Contact <kenkoch80@gmail.com>
Subject: Windett Ridge Rd parking restriction

Mayor Purcell,

I am writing regarding the current parking restriction on Windett Ridge Rd.

I am definitely voting for it to be lifted.

We have lived here in the Windett Ridge subdivision on Windett Ridge Rd since 2005.

Since the parking restriction this road has been inundated with speeding vehicles going 40 mph and more.

Prior to this parking restriction in the early days with Wiseman-Hugh's there was no restriction to parking on the street until this restriction in 2014.

In 2005 there was substantial construction going on and construction vehicles, trucks, semi trucks, you name it daily and hourly. All these vehicles traveled up and down Windett Ridge Rd with cars parked on the street both sides.

Drivers in general were more cautious, most drivers did drive slower and at or below the speed limit and during this time no listings of accidents or problems at least from what I read in the weekly Kendall County Record, or observed, or heard about from neighbors. However a couple of intersections needed stop signs which were put up over time. Currently there may still be a need for a couple more at problem intersections where drivers are not yielding and 4 way stop signs could definitely help.

This parking restriction has had a major impact on how drivers are consistently speeding down this road. It's wide open to accelerate and leads to running stop signs at the various intersections.

Backing out of your driveway is often met by speeding vehicles, even when you're half way in the street, in the process they are not allowing you to pull out. Because they are driving so fast they don't observe people pulling out of their driveways.

The road is definitely wide enough to return to parking on both sides of the road and now with far less construction if any, drivers will I believe reduce their speed, change their behaviors of driving over the speed limit and slow down.

Speeding cars are a threat to everyone pedestrians and motorists. High rates of speed in residential areas including subdivisions create accidents. People in car accidents and pedestrians are often more seriously injured and killed due to the impact and speed at the time of the collision.

Because of this I am writing to you personally and have sent a separate email to Mr. Olson and Mr. Koch and included them both CC in this one.

Since the city tried to enforce the speed limit on Windett Ridge with the speed limit big lighted sign that says your speed and with the posted speed limit which says 30 mph and slow down it hasn't worked.

I believe that it is obvious to go back to parking on both sides of the street as this does create a slower stream of traffic. People drive more defensively and have less opportunity to pick up their speed beyond the limit established on the road 30 mph.

Actually living here in Yorkville since 2005 has been great. I have read about all the different changes and look forward to seeing the continued growth, the new location for the city building, the future water supply and new businesses.

Best Regards,

Nancy Finnerty
Donna Weise
■ Windett Ridge Rd.

Sent from my iPhone

From: [Sonja Schneider](#)
To: [Contact-Dan Transier](#); [Ken Koch Contact](#); [Erin Willrett](#)
Subject: Parking on windett ridge
Date: Sunday, February 5, 2023 7:45:07 PM

Hello! As a resident of Windett Ridge I would like to voice my opinion as to why we should NOT have parking on both sides. People FLY down Windett Ridge and due to it being circular and going up on a hill, its hard enough to pass without seeing ahead with one car on one side. Currently the construction is taking place at the end of Windett Ridge by the pond. Lots of trucks this summer will be speeding down Windett Ridge to get there.

I live at [REDACTED] Windett Ridge and am adamantly against this proposal to allow parking on both sides. It's unnecessary and can lead to kids possibly getting hit. On our block we all play out front and enjoy one another's company. This idea is absurd for all of us!

Thank you for hearing me out!

Sonja Tiberi

[Sent from Yahoo Mail on Android](#)

From: [Dennis Parrillo](#)
To: [Erin Willrett](#)
Subject: Parking Restriction
Date: Sunday, February 5, 2023 10:02:13 AM

Good Morning:

I do not think parking restrictions should be removed. I'm retired from Law Enforcement and I've seen how removing parking restrictions has made it more difficult for Police, Fire, and paramedic services to arrive quickly and safely at a scene. The further safety issue is children crossing the street where too many cars are parked, or playing where a ball goes into the street and they follow it. I've taken many driving safe programs and while driving you want a house to across the street house field of vision to be able to anticipate evasive action. And finally if we drive we are all aware that the decline in driver's attention and skills is not great.

Thanks,

Dennis

■ Windett Ridge Road

From: [Kim Jones](#)
To: [Erin Willrett](#)
Cc: [Rebecca Woolsey](#)
Subject: Parking restriction letter response - 489 Windett Ridge Road
Date: Monday, February 6, 2023 11:16:10 AM

Hi Erin. John Korthauer ([REDACTED]) of [REDACTED] Windett Ridge Road called this morning and he is in favor of removing the parking restriction.

Regards,

Kim Jones

Support Assistant
United City of Yorkville
800 Game Farm Road
Yorkville IL 60560
Office: 630-553-4350
kjones@yorkville.il.us

From: [REDACTED]
To: [Ken Koch Contact](#); [Contact-Dan Transier](#); [Erin Willrett](#)
Subject: Parking Restriction on Windett Ridge Road
Date: Tuesday, February 14, 2023 10:26:15 AM

Hello Alderman, City Staff Council and City Staff Members,

Thank you for the letter and letting us know of the parking restriction proposal.

I am for the parking restriction remaining in place, for quite a few reasons.

Our Family lives on Windett Ridge Road and see all the traffic and parking issues we have now, especially for postal delivery and garbage pickup.

If traffic was clogged up back in 2014 with fewer houses in place, it would be substantially worse now with all the homes being completed, being this is the main road in and out, there's a lot of traffic.

If parking would be allowed on both sides, this brings the prospect of restricted views and maneuverability which would be a big safety issue for anyone backing in or out of their driveways, and especially a safety concern for children, running between cars for any reason.

Lastly, for cosmetic reasons. What attracted our family to this community is the fact that the neighborhood did not look crowded, and cars were not all over the place.

We love living here and feel that lifting the parking restriction would not be a welcome change.

Thank You and Best Regards,

The Tebich Family

[REDACTED] Windett Ridge Road
Yorkville, IL 60560

From: [Dennis Parrillo](#)
To: [Erin Willrett](#)
Subject: Parking Restriction
Date: Sunday, February 5, 2023 10:08:58 AM

Good Morning:

I am not in favor in removing the parking restrictions. For safety reasons. Everyone has two car garages and larger drives, they are just lazy to have to move their cars, so they want to leave them on the street, sometimes for days.

Thank you

From: [Mary Parrillo](#)
To: [Erin Willrett](#)
Subject: Parking Restrictions
Date: Sunday, February 5, 2023 10:56:03 AM

I do not want to remove parking restrictions. I feel this will create a hazard to the public.

Thank you
Linda

From: [Bart Olson](#)
To: [Nancy Finnerty](#); [Ken Koch Contact](#)
Cc: [Contact-Dan Transier](#); [Erin Willrett](#)
Subject: RE: Windett Ridge parking restriction
Date: Friday, January 20, 2023 1:07:05 PM

Hello Nancy,

Thanks for forwarding your thoughts - I will place this email on file for when we publicly discuss this next month. I will also forward your comments to the Chief of Police so he is aware.

Is it ok if I disclose your name and address to the rest of the City Council?

Thanks

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

-----Original Message-----

From: Nancy Finnerty <[REDACTED]>
Sent: Friday, January 20, 2023 11:07 AM
To: Bart Olson <BOlson@yorkville.il.us>; Ken Koch Contact <kenkoch80@gmail.com>
Subject: Windett Ridge parking restriction

Hi Bart and Ken,

It was safer before the change, people actually drove like they are suppose to in a residential subdivision.

Drivers now and more often are running the stop signs at the intersections because they are all about themselves and they are too lazy to stop because they are SPEEDING that's literally when accidents happen.

Obviously it would be a huge improvement to slow everyone's driving down by getting rid of the parking one side only restriction since the speeders can't seem to internalize that people are sick of their speeding behavior.

Amazing that we actually had that city clocking your speed sign up AFTER the one side parking change, never had that problem before, even with all the new construction in THIS subdivision from 2005 there was one truck after another including semi trucks coming down Windett with cars parked on both sides of the street.

It's the speeding on Windett that has to stop and yes, slowing down and having to exercise caution once again does and has worked in the past.

The illegal speeding on Windett is not just one car occasionally, it is literally every other car everyday now, going 40 mph and MORE (like it's hwy 47 on Windett) because now wow they can speed, because it's all opened up just for THEM to hit the gas.

I had a person pass me on the left when I was slowed to turn left (blinker on) into my own driveway, they were barreling down Windett speeding and decided to not slow down allowing the driver in front of them ME to pull into MY own driveway, but oh no they wanted to keep their speed going and they'll just prevent me from turning into my driveway by cutting me off speeding by on the left. I literally almost hit this person, like split second stopped before turning as I saw a car speeding by on my left, as I was pulling into my own bleeping driveway. This person flew by me on the left, I hit my brakes and my horn. If there had been speeding oncoming traffic, well a three car

collision would have occurred. Unbelievable a three car collision in a residential neighborhood and not at an intersection. That's absolutely preventable if for not SPEEDING on Windett.

The person couldn't have given a crap, it was their speed and their feeling privileged to SPEED on Windett, after all it is this parking restriction that is encouraging this speeding behavior.

I can't tell you how many times I've backed out of my driveway looking for any traffic up and down Windett and it's all clear both directions. I pull out and a speeding car is on my rear or I'm facing a car within seconds. All due to these speeding cars on Windett that are not looking out for cars already half in the street backing out.

Since that near accident, I now drive 10-20 to slow others down on Windett and I don't allow any room for a car to pass on the left when I turn into my driveway.

I could start parking my car in front of my house again, since all these drivers are illegally speeding on Windett.

The city knows it's ridiculous for them to enforce parking restrictions if they are not enforcing speed limits on Windett Ridge Rd. and they are not.

It's suppose to be 30 mph on Windett Ridge Road. People are going 40 and above everyday and it's about every other car. It's not hwy 47 but even that road has speed zones.

Yes it's a big deal for the residents that actually live on the side that's restricted.

I can't even go to my mailbox and check my mail without stopping for speeding cars.

Get rid of the parking restriction NOW.

Everyone will then have to pay attention to the speed limit on Windett Ridge Rd, treating Windett Ridge Rd residents like apart of this residential subdivision that it is and not a hwy thoroughfare.

Sincerely,
Nancy Finnerty
Donna Weise
■ Windett Ridge Road

Sent from my iPhone

From: [Bart Olson](#)
To: [Angela Silney](#); [Ken Koch Contact](#)
Cc: [Erin Willrett](#); [Contact-Dan Transier](#)
Subject: RE: Windett Ridge Parking
Date: Friday, January 20, 2023 1:04:33 PM

Hello Angela,

Thanks for forwarding your thoughts. I will place your email on file for when we discuss this publicly next month. Is it ok if I disclose your name, email address, and home address to the rest of the City Council?

Thanks,

Bart Olson
City Administrator
United City of Yorkville
bolson@yorkville.il.us
630-553-8537 direct
630-553-4350 front desk
630-308-0582 cell

From: Angela Silney [REDACTED]
Sent: Friday, January 20, 2023 10:32 AM
To: Ken Koch Contact <kenkoch80@gmail.com>; Bart Olson <BOlson@yorkville.il.us>
Subject: Windett Ridge Parking

Hello,

I was given your information by Kyle Lighthiser in the neighborhood. My name is Angela Lambert and my husband, 2 kids and I live at [REDACTED] Windett Ridge Rd. I have heard about the parking ban possibly being lifted for not parking on one side of the street.

I do not support the lifting of the ban. Windett ridge road is already dangerous with only one side to be parked on. People are always speeding and already almost side swiping cars. I have seen our child's bus struggle with the parked cars to safely drive down Windett Ridge. We have a lot of children in the neighborhood including 2 of my own. It is very dangerous to cross the roads with cars on the street, my fear is with cars on both sides of the streets and coupled with speeding a child could get hurt or killed as it would be hard for a car to see a small child if they all of a sudden popped up from behind a car and it would be hard for a small child to see a car coming. I also think it would be harder for the post office to deliver mail and for garbagemen to get the garbage cans. I don't see any positives to lifting the ban, only negatives. These are just a few of my concerns. The biggest being just general safety of people especially children. Also there are a lot of people in the neighborhood who have big work vehicles such as vans or trucks and trailers etc. Per HOA, they are not allowed to park their work vehicles in their driveway, they must park them on the road, which again, causes safety issues.

Thank you so much for your time,
Angela Lambert

[Sent from Yahoo Mail for iPhone](#)

From: [Kim Jones](#)
To: [Erin Willrett](#)
Cc: [Rebecca Woolsey](#)
Subject: Resident at 471 Windett Ridge Road
Date: Monday, February 13, 2023 10:25:32 AM

Hi Erin. Janet Scott ([REDACTED]) at [REDACTED] Windett Ridge Road just called and she would like the current parking restriction to remain as it is.

Regards,

Kim Jones

Support Assistant
United City of Yorkville
800 Game Farm Road
Yorkville IL 60560
Office: 630-553-4350
kjones@yorkville.il.us



Kyle W. Lighthiser created a poll.



2d · 🌐

I would like to present this poll to the alderman. 3rd question is what I came up with. It has not been discussed with the village or alderman just making a suggestion. Pole is open to add more options.

- Keep parking to one-sided of the street  ✕
- Parking on both sides of the street  ✕
- Keep parking to one-sided of the street but see if city will allow special parking privileges for special needs/handicap  ✕
- Added by [KelliAnne Bufkin](#)
In their own driveway.  ✕
- Added by [Nathanael Harrison](#)
Speed camera and the fines go to fixing the south pond!  ✕
- + Add poll option...

😱 1

116 Votes • Ends in 4h • 50 comments



Nancy Finnerty

If you don't live on Windett Ridge Rd. Then I can't see why you think your vote is

needed. See more

Kyle W. Lighthiser created a poll... I would like to present this poll to the alderman. 3rd question is what came up with it has not been discussed with the village or alderman just making a

Keep parking to one-sided of the street

83% - 97 votes

- Stephanie Lighthiser
- Jessica Scimeca Harrison
- Mary Webber-Marcelain
- Kimberly Peskey
- Al Meister
- Carla Mercuri
- Katie Garry
- Austin Jon
- Katt Gallo
- Douglas Reed
- Renee Ann
- Emily Spranger
- Shawn Lindner
- Abby Cooling
- Katherine Witcpalek
- Kenny McEwen
- Jill McMichael Navarro
- Maciej Matt Bazydo
- Samia Bazydio
- Brianna Dorpat
- Michael Tuohy
- LeRoyia Campbell
- Kevin Swiderski
- Dee Dee Pellaack Boyd
- Barbara Jessie
- Morgan Lynne
- Jeff Boyd
- Jennifer Scott
- Stephanie Thompson
- Colin Orr
- Chivonn Moore
- Nichole Bennett
- Ruby Diaz
- Adam Cooling
- Elizabeth Magliochette
- Laura Breck
- Jerry Marlow
- Stacey Razo-Stransky
- Nikki Lynn Walker
- Nicholas Lake
- Lela Lauricha
- Ernie Marcelain
- Betsy Smith
- Monika Wojtkowiak
- Lee Clements
- Robbi Peterson
- Cassie Cazares
- Samantha Michelle
- Kurt Clements
- Jason Griffin
- Sean Robertson
- Angelica Burby
- Alisha Her
- Justin Sampson
- Kristen Preston
- Katie Harper Guignion
- Mike Curtis
- Kim Jones
- Meghan Berki
- Natalie Raver Wetzel
- Patty Bohr Stagl
- Amanda Zagumny Salesman
- Melissa Munch Becker
- Nicole Wellandt
- Michele Carter
- Jodi Elizabeth
- Cody Savage
- Cori Stahl Mander
- Shala Sue
- Wendy Jaglarski
- Rob Neuman
- Stephanie Overman Curtis
- Audrey Colgan Rotz
- Sarah Selogie
- Steven Paul
- Daniel Bernhard
- Jordan Rosati-Orr
- Jennifer Mary
- Jon McGill
- Kate Sampson
- Deve Cohen
- Ivory K. Davis
- Will Kovarik
- Mig Her
- Rich Fisher
- Edricdonal S Arana
- Kristen Poat
- Krista Holman
- Kay Knutson
- Alex Witcpalek
- Laurie Vaughn
- Brandon Rovak
- Cassie Cherekos Peterson
- Timothy Bodie Obmann Jr
- Tash Davis
- Heather Fisher
- Melissa Valerin



Kyle W. Lighthiser created a poll.



2d ·

I would like to present this poll to the alderman. 3rd question is what I came up with. It has not been discussed with the village or alderman just making a

Parking on both sides of the street

2% • 3 Votes



Nathanael Harrison



Nancy Finnerty



Fabian Navarro



Kyle W. Lighthiser created a poll.



2d · 🗣️

I would like to present this poll to the alderman. 3rd question is what I came up with. It has not been discussed with the village or alderman just making a

Keep parking to one-sided of the street but see if city will allow special parking privileges for special needs/handicap

8% • 10 Votes



Brittnie Eulane



Angela Lambert



Ella Mangione



Barbara Jessie



Carrie Mehon



Cassie Cazares



Kyle W. Lighthiser



Kim Jones



Rich Fisher



Melissa Valerio

From: [Justin Sampson](#)
To: [Ken Koch Contact](#); [Contact-Dan Transier](#); [Erin Willrett](#)
Subject: Windett Ridge Road Parking Proposal Feedback
Date: Monday, February 6, 2023 8:53:42 PM

Good evening,

My name is Justin Sampson, and we received your invitation to provide feedback on the upcoming proposal for consideration to remove the parking restrictions on Windett Ridge Road.

As my wife and I prepare to welcome our second child, she and I are firmly against this proposal for several reasons. It would inevitably lead to less safe driving conditions on a road where space can already be at a premium when two vehicles pass along the same road portion with a parked car on one side. This always leads to drivers trying to discern who is waiting and who has the right of way. Add traffic throughout the other side of the street, and this will lead to consistent difficulties and a higher likelihood of collisions.

The same notion applies to the active bus routes that Windett Ridge is a part of, or the busy warm months where families with children are out playing, crossing the street, chasing pets or balls into the street, or just being outside that would be more difficult to track.

We have vehicles that do not obey the speed limit on Windett Ridge either, and parked vehicles on both sides will undoubtedly lead to more collisions between moving and parked cars as well (swiped doors, broken mirrors, etc.) The neighborhood has inarguably changed since the parking restriction was put in place. Windett Ridge Road is simply not wide enough to make this a safe decision in the best interest of most families. Thank you for the opportunity for feedback, and please vote no.

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Best,

Justin Sampson