



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, February 28, 2023 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch
Dan Transier

WARD II

Arden Joe Plocher
Craig Soling

WARD III

Chris Funkhouser
Matt Marek

WARD IV

Seaver Tarulis

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Ben Alvarez – IHSA Class 3A Boys Individual Wrestling State Title

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Bill Payments for Approval
 - \$ 365,047.30 (vendors)
 - \$ 348,265.50 (payroll period ending 02/17/23)
 - \$ 713,312.80 (total)
2. ADM 2023-10 Treasurer's Report for January 2023
3. PW 2023-13 Ordinance Approving a First Amendment TL Lease Agreement By and Between the United City of Yorkville and SprintCom LLC – *authorize the Mayor and City Clerk to execute*
4. PW 2023-14 Baseline Road – Contract Award – *accept bid and award contract to Builders Paving, LLC in the amount not to exceed \$526,888.*
5. PW 2023-15 Baseline Road – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute*
6. PW 2023-16 Bristol Ridge Road Resurfacing – Balancing Authorization No. 1 – *authorize the Mayor and City Engineer to execute*

Consent Agenda (cont'd):

7. PW 2023-17 Prairie Pointe Parking Lot Improvements – Change Order No. 1 (Balancing) – *authorize the Mayor to execute*
8. PW 2023-18 Fox Hill – Supplemental Resolution and Request for Expenditure – *authorize the Mayor and City Clerk to execute*
9. PW 2023-22 Corneils Road Interceptor – Change Order No. 1 – *authorize the Mayor to execute*

Mayor's Report:

Public Works Committee Report:

1. PW 2023-19 2023 Road to Better Roads – MFT Resolution and Cost Estimate
2. PW 2023-20 2023 Water Main Replacement Contract A – Contract Award
3. PW 2023-21 2023 Water Main Replacement Contract A – Construction Engineering Agreement
4. PW 2023-23 EEI Rate Increase Request

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2022-25 & EDC 2023-10 Ordinance Approving the Rezoning to the B-2 Retail Commerce Business District of the Property Located at 105 E. Spring Street

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

1. CC 2021-04 City Buildings Updates
2. CC 2021-38 Water Study Update
3. CC 2023-10 Fiscal Year 2024 Budget Policy Discussion

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: March 15, 2023 – 6:00 p.m. – City Hall Conference Room

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

ECONOMIC DEVELOPMENT: March 7, 2023 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC SAFETY: March 2, 2023 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC WORKS: March 21, 2023 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, February 28, 2023
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Ben Alvarez – IHSA Class 3A Boys Individual Wrestling State Title

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

2. ADM 2023-10 Treasurer's Report for January 2023

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

☐ Removed _____

☐ Notes _____

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

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

☐ Removed _____

☐ Notes _____

4. PW 2023-14 Baseline Road – Contract Award

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE:

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. PW 2023-23 EEI Rate Increase Request

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2022-25 & EDC 2023-10 Ordinance Approving the Rezoning to the B-2 Retail Commerce Business District of the Property Located at 105 E. Spring Street

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

1. CC 2021-04 City Building Updates

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2021-38 Water Study Update

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

☐ Removed _____

☐ Notes _____

3. CC 2023-10 Fiscal Year 2024 Budget Policy Discussion

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

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 02/13/23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538097	R0002565	SANDWICH VFW / SPIRIT OF SANTA					
	2022 SANTA VISIT		12/18/22	01	2022 SANTA VISITS	79-795-56-00-5606	1,375.00
					INVOICE TOTAL:		1,375.00 *
					CHECK TOTAL:		1,375.00
					TOTAL AMOUNT PAID:		1,375.00

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538098	AACVB	AURORA AREA CONVENTION					
	23/JAN-ALL	02/09/23	01	JAN 2023 ALL SEASON HOTEL TAX	01-640-54-00-5481		62.49
					INVOICE TOTAL:		62.49 *
					CHECK TOTAL:		62.49
538099	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	231021	02/08/23	01	WINTER I SPORTS INSTRUCTION	79-795-54-00-5462		2,394.00
					INVOICE TOTAL:		2,394.00 *
					CHECK TOTAL:		2,394.00
538100	AMEHOIST	AMERICAN HOIST & MANLIFT, INC					
	24514	02/01/23	01	651 PRAIRIE POINTE ELEVATOR	24-216-54-00-5446		848.00
			02	SERVICE CALL AND REPAIR	** COMMENT **		
					INVOICE TOTAL:		848.00 *
					CHECK TOTAL:		848.00
538101	ANDERSEN	ANDERSEN PLUMBING & HEATING					
	23873819	02/02/23	01	CLEARED MAIN SEWER LINE FOR	24-216-54-00-5446		450.00
			02	PD BATHROOM	** COMMENT **		
					INVOICE TOTAL:		450.00 *
					CHECK TOTAL:		450.00
D002846	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	MAR 2023	02/01/23	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR MARCH 2023	** COMMENT **		
					INVOICE TOTAL:		946.00 *
					DIRECT DEPOSIT TOTAL:		946.00

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538102	ARTLIP	ARTLIP & SONS, INC.					
	0010178	12/28/22	01	REPLACE HEAT ELEMENTS, MOTOR	24-216-54-00-5446		6,538.00
			02	AND FAN CONTACTORS FOR CITY	** COMMENT **		
			03	HALL AND PD	** COMMENT **		
				INVOICE TOTAL:			6,538.00 *
	9704	01/31/23	01	INSTALL WALL HEATERS	24-216-54-00-5446		3,250.00
				INVOICE TOTAL:			3,250.00 *
				CHECK TOTAL:			9,788.00
538103	ASHMOREE	EARL ASHMORE					
	020423	02/04/23	01	REFEREE	79-795-54-00-5462		120.00
				INVOICE TOTAL:			120.00 *
				CHECK TOTAL:			120.00
538104	AURORA	CITY OF AURORA					
	222534	01/27/23	01	12/05/22 SAMPLING	51-510-54-00-5429		10.50
				INVOICE TOTAL:			10.50 *
				CHECK TOTAL:			10.50
538105	BATTERY S	BATTERY SERVICE CORPORATION					
	0094930	01/25/23	01	BATTERY PACK	52-520-56-00-5620		32.00
				INVOICE TOTAL:			32.00 *
				CHECK TOTAL:			32.00
538106	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	17289	02/13/23	01	JAN 2023 INSPECTIONS	01-220-54-00-5459		3,600.00
				INVOICE TOTAL:			3,600.00 *
				CHECK TOTAL:			3,600.00

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538107	CALLONE	PEERLESS NETWORK, INC					
	15636	02/15/23	01	01/15-02/14 ADMIN LINES	01-110-54-00-5440		287.16
			02	01/15-02/14 POLICE LINES	01-210-54-00-5440		913.08
			03	01/15-02/14 PUBLIC WORKS LINES	51-510-54-00-5440		4,501.02
			04	01/15-02/14 SEWER DEPT. LINES	52-520-54-00-5440		303.48
			05	01/15-02/14 RECREATION LINES	79-795-54-00-5440		371.71
			06	01/15-02/14 CITY HALL NORTEL	01-110-54-00-5440		984.11
			07	01/15-02/14 CITY HALL NORTEL	01-210-54-00-5440		984.11
			08	01/15-02/14 CITY HALL NORTEL	51-510-54-00-5440		984.10
			09	01/15-02/14 TRAFFIC SIGNAL	01-410-54-00-5435		79.13
			10	MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		9,407.90 *
					CHECK TOTAL:		9,407.90
538108	CARGILL	CARGILL, INC					
	2907929115	01/30/23	01	DEICER SALT	15-155-56-00-5618		18,470.56
					INVOICE TOTAL:		18,470.56 *
	2907930166	01/30/23	01	DEICER SALT	15-155-56-00-5618		4,084.97
					INVOICE TOTAL:		4,084.97 *
	2907934832	01/31/23	01	DEICER SALT	15-155-56-00-5618		12,380.69
					INVOICE TOTAL:		12,380.69 *
	2907936027	01/31/23	01	DEICER SALT	15-155-56-00-5618		4,142.72
					INVOICE TOTAL:		4,142.72 *
					CHECK TOTAL:		39,078.94
538109	COMED	COMMONWEALTH EDISON					
	0091033126-0123	01/31/23	01	12/30-01/31 RT34 & AUTUMN CRK	23-230-54-00-5482		262.81
					INVOICE TOTAL:		262.81 *

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538109	COMED	COMMONWEALTH EDISON					
	0435057364-0123	01/26/23	01	12/27-01/26 RT126 & SCHLHS	23-230-54-00-5482		126.19
					INVOICE TOTAL:		126.19 *
	1647065335-0123	01/31/23	01	12/30-01/31 SARAVANOS PUMP	52-520-54-00-5480		179.71
					INVOICE TOTAL:		179.71 *
	2947052031-0123	01/30/23	01	12/29-01/30 RT47 & RIVER	23-230-54-00-5482		480.58
					INVOICE TOTAL:		480.58 *
	6819027011-0123	02/03/23	01	12/28-01/30 PR BUILDINGS	79-795-54-00-5480		374.02
					INVOICE TOTAL:		374.02 *
	7110074020-0123	01/27/23	01	12/28-01/27 104 E VAN EMMON	01-110-54-00-5480		289.40
					INVOICE TOTAL:		289.40 *
	7982120022-0123	01/30/23	01	12/29-01/30 609 N BRIDGE	01-110-54-00-5480		45.25
					INVOICE TOTAL:		45.25 *
					CHECK TOTAL:		1,757.96
538110	COREMAIN	CORE & MAIN LP					
	S223997	01/18/23	01	USB CONNECTOR	51-510-56-00-5664		371.86
					INVOICE TOTAL:		371.86 *
	S243703	01/25/23	01	METERS, WASHERS	51-510-56-00-5664		7,081.00
					INVOICE TOTAL:		7,081.00 *
					CHECK TOTAL:		7,452.86
538111	DIETERG	GARY M. DIETER					
	021123	02/11/23	01	REFEREE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538112	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-230340050959	02/03/23	01	12/28-01/26 KENNEDY & MCHUGH	23-230-54-00-5482		45.49
					INVOICE TOTAL:		45.49 *
	1704706-230390051000	02/07/23	01	01/03-01/31 RT34 7 BEECHER	23-230-54-00-5482		50.30
					INVOICE TOTAL:		50.30 *
	1704707-230270050920	01/27/23	01	12/15-01/18 RT47 & KENNEDY	23-230-54-00-5482		716.47
					INVOICE TOTAL:		716.47 *
	1704708-230320050946	02/01/23	01	12/29-01/29 1850 MARKETVIEW	23-230-54-00-5482		106.33
					INVOICE TOTAL:		106.33 *
	1704709-230320050946	02/01/23	01	12/29-01/29 7 COUNTRYSIDE PKWY	23-230-54-00-5482		176.55
					INVOICE TOTAL:		176.55 *
	1704710-230310050937	01/31/23	01	12/28-01/26 VAN EMMON LOT	23-230-54-00-5482		11.89
					INVOICE TOTAL:		11.89 *
	1704712-230320050946	02/01/23	01	12/20-01/23 421 POPLAR	23-230-54-00-5482		3,801.63
					INVOICE TOTAL:		3,801.63 *
	1704713-230240050890	01/24/23	01	12/19-01/20 FOX & PAVILLION	23-230-54-00-5482		13.21
					INVOICE TOTAL:		13.21 *
	1704714-230320050946	02/01/23	01	12/29-01/29 MCHUGH RD	23-230-54-00-5482		123.24
					INVOICE TOTAL:		123.24 *
	1704716-230240050890	01/24/23	01	11/28-12/29 1 COUNTRYSIDE PKWY	23-230-54-00-5482		24.87
					INVOICE TOTAL:		24.87 *
	1704718-230390051000	02/07/23	01	01/06-02/06 RT34 & CANNONBALL	23-230-54-00-5482		13.11
					INVOICE TOTAL:		13.11 *
	1704719-230270050920	01/27/23	01	12/22-01/25 LEASURE & SUNSET	23-230-54-00-5482		112.71
					INVOICE TOTAL:		112.71 *

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538112	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704721-230320050946	02/01/23	01	12/29-01/29 610 TOWER WELLS	51-510-54-00-5480		5,012.58
					INVOICE TOTAL:		5,012.58 *
	1704722-230340050959	02/03/23	01	01/03-01/26 2921 BRISTOL RIDGE	51-510-54-00-5480		3,091.24
					INVOICE TOTAL:		3,091.24 *
	1704723-230340050959	02/03/23	01	12/28-01/23 2224 TREMONT ST	51-510-54-00-5480		4,372.65
					INVOICE TOTAL:		4,372.65 *
	1704724-230278005092	01/27/23	01	12/20-01/17 3299 LEHMAN CR	51-510-54-00-5480		4,715.38
					INVOICE TOTAL:		4,715.38 *
				CHECK TOTAL:			22,387.65
538113	DONOVANM	MICHAEL DONOVAN					
	012723-IPRA	01/27/23	01	IPRA SOARING TO NEW HEIGHTS	79-795-54-00-5415		147.50
			02	CONFERENCE TRANSPORTATION AND	** COMMENT **		
			03	MEAL PER DIEMS - DONOVAN	** COMMENT **		
					INVOICE TOTAL:		147.50 *
				CHECK TOTAL:			147.50
538114	DYNEGY	DYNEGY ENERGY SERVICES					
	386643523011	01/31/23	01	11/28-12/28 420 FAIRHAVEN	52-520-54-00-5480		85.42
			02	11/29-12/29 6780 RT47	51-510-54-00-5480		74.80
			03	12/28-01/26 456 KENNEDY RD	51-510-54-00-5480		115.95
			04	12/12-01/12 4600 N BRIDGE	51-510-54-00-5480		57.13
			05	12/27-01/25 1106 PRAIRIE CR	52-520-54-00-5480		89.75
			06	12/28-01/26 301 E HYDRAULIC	79-795-54-00-5480		45.67
			07	11/30-01/02 FOXHILL 7 LIFT	52-520-54-00-5480		62.31
			08	12/27-01/25 872 PRAIRIE CR	79-795-54-00-5480		201.53
			09	12/12-01/12 9257 GALENA PK	79-795-54-00-5480		37.03

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538114	DYNEGY	DYNEGY ENERGY SERVICES					
	386643523011	01/31/23	10	11/28-12/28 101 BRUELL ST	52-520-54-00-5480		285.46
			11	12/27-01/25 1908 RAINTREE RD	51-510-54-00-5480		179.29
			12	12/28-01/26 PRESTWICK LIFT	52-520-54-00-5480		89.41
			13	12/28-01/26 1991 CANNONBALL TR	51-510-54-00-5480		236.09
			14	11/28-12/28 610 TOWER LN	51-510-54-00-5480		186.84
			15	12/28-01/26 276 WINDHAM CR	52-520-54-00-5480		99.41
			16	12/28-01/26 133 E HYDRAULIC	79-795-54-00-5480		126.85
			17	11/28-12/28 1975 N BRIDGE	52-520-54-00-5480		373.28
				INVOICE TOTAL:			2,346.22 *
				CHECK TOTAL:			2,346.22
538115	FIRSTNET	AT&T MOBILITY					
	287313454005X0203202	01/25/23	01	12/26-01/25 MOBILE DEVICES	01-220-54-00-5440		42.15
			02	12/26-01/25 MOBILE DEVICES	01-110-54-00-5440		168.60
			03	12/26-01/25 MOBILE DEVICES	01-210-54-00-5440		837.09
				INVOICE TOTAL:			1,047.84 *
	287313454207X0203202	01/25/23	01	12/26-01/25 MOBILE DEVICES	01-220-54-00-5440		210.75
			02	12/26-01/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	12/26-01/25 MOBILE DEVICES	79-795-54-00-5440		156.78
			04	12/26-01/25 MOBILE DEVICES	51-510-54-00-5440		235.17
			05	12/26-01/25 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			711.42 *
				CHECK TOTAL:			1,759.26
538116	FOXVALSA	FOX VALLEY SANDBLASTING					
	53606	11/23/22	01	SANDBLAST & RECOAT CHAIN	51-510-56-00-5628		390.00
			02	BRACKET	** COMMENT **		
				INVOICE TOTAL:			390.00 *
				CHECK TOTAL:			390.00

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538117	FULLEHG	GARY FULLEH					
	020423	02/04/23	01	REFEREE	79-795-54-00-5462		175.00
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
538118	FVFS	FOX VALLEY FIRE & SAFETY					
	IN00548385	09/15/22	01	CO2 EXTINGUISHER	24-216-54-00-5446		475.00
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
538119	GADDYB	BREANA GADDY					
	021123	02/11/23	01	REFEREE	79-795-54-00-5462		175.00
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
D002847	GALAUNEJ	JAKE GALAUNER					
	012723-IPRA	01/27/23	01	IPRA SOARING TO NEW HEIGHTS	79-795-54-00-5415		156.50
			02	CONFERENCE TRANSPORTATION AND	** COMMENT **		
			03	MEAL PER DIEMS - GALAUNER	** COMMENT **		
					INVOICE TOTAL:		156.50 *
					DIRECT DEPOSIT TOTAL:		156.50
538120	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-12924	02/11/23	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		968.00
					INVOICE TOTAL:		968.00 *
	H-3181C-12925	02/11/23	01	GENERAL CITY MATTERS	01-640-54-00-5461		44.00
					INVOICE TOTAL:		44.00 *
					CHECK TOTAL:		1,012.00

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538121	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	165373127-3	01/29/23	01	LIABILITY INS INSTALL #3	01-000-14-00-1400		14,528.16
			02	LIABILITY INS INSTALL #3-PR	01-000-14-00-1400		3,020.75
			03	LIABILITY INS INSTALL #3	51-000-14-00-1400		1,601.99
			04	LIABILITY INS INSTALL #3	52-000-14-00-1400		767.93
			05	LIABILITY INS INSTALL #3-LIB	01-000-14-00-1400		1,204.17
					INVOICE TOTAL:		21,123.00 *
					CHECK TOTAL:		21,123.00
538122	GOTO	GOTO COMMUNICTAIONS INC					
	IN7101756637	02/01/23	01	FEB 2023 MONTHLY CHARGES	01-110-54-00-5440		1,431.55
					INVOICE TOTAL:		1,431.55 *
					CHECK TOTAL:		1,431.55
538123	GROOT	GROOT INC					
	10137137T102	02/01/23	01	JAN 2023 REFUSE SERVICE	01-540-54-00-5442		131,407.63
			02	JAN 2023 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,601.28
					INVOICE TOTAL:		135,008.91 *
					CHECK TOTAL:		135,008.91
538124	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000321	12/31/22	01	MYGOVHUB FEES-DEC 2022	01-120-54-00-5462		95.35
			02	MYGOVHUB FEES-DEC 2022	51-510-54-00-5462		143.89
			03	MYGOVHUB FEES-DEC 2022	52-520-54-00-5462		41.53
					INVOICE TOTAL:		280.77 *
	MSIXT0000333	01/27/23	01	MYGOVHUB FEES-JAN 2023	01-120-54-00-5462		284.49
			02	MYGOVHUB FEES-JAN 2023	51-510-54-00-5462		429.34
			03	MYGOVHUB FEES-JAN 2023	52-520-54-00-5462		123.90
					INVOICE TOTAL:		837.73 *
					CHECK TOTAL:		1,118.50

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538125	IMPACT	IMPACT NETWORKING, LLC					
	2867317	02/02/23	01	11/01-01/31 COPY CHARGES	01-210-54-00-5430		7.05
			02	11/01-01/31 COPY CHARGES	01-110-54-00-5430		30.56
			03	11/01-01/31 COPY CHARGES	01-120-54-00-5430		57.80
			04	11/01-01/31 COPY CHARGES	79-790-54-00-5462		180.06
			05	11/01-01/31 COPY CHARGES-UB	01-120-54-00-5430		8.72
			06	11/01-01/31 COPY CHARGES-UB	51-510-54-00-5430		11.68
			07	11/01-01/31 COPY CHARGES-UB	52-520-54-00-5430		5.45
				INVOICE TOTAL:			301.32 *
				CHECK TOTAL:			301.32
538126	IMPERIAL	IMPERIAL SERVICE SYSTEMS, INC					
	158312	12/08/22	01	DEC 2022 PRESCHOOL CLEANING	79-795-54-00-5488		1,192.00
				INVOICE TOTAL:			1,192.00 *
	158951	01/08/23	01	JAN 2023 MONTHLY CLEANING	79-795-54-00-5488		1,192.00
			02	SERVICES FOR YORKVILLE	** COMMENT **		
			03	PRESCHOOL	** COMMENT **		
				INVOICE TOTAL:			1,192.00 *
	159246	01/24/23	01	CARPET CLEANING DUE TO BURST	82-820-54-00-5495		1,480.00
			02	PIPE	** COMMENT **		
				INVOICE TOTAL:			1,480.00 *
	159657	02/08/23	01	FEB 2023 PRESCHOOL CLEANING	79-795-54-00-5488		1,192.00
				INVOICE TOTAL:			1,192.00 *
				CHECK TOTAL:			5,056.00
538127	INTERDEV	INTERDEV, LLC					
	MSP1037349	01/31/23	01	JAN 2023 IT BILLING	01-640-54-00-5450		8,302.91
				INVOICE TOTAL:			8,302.91 *
				CHECK TOTAL:			8,302.91

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538128	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	195192	01/05/23	01	TRUCK INSPECTION	79-790-54-00-5495		37.00
					INVOICE TOTAL:		37.00 *
	195521	01/19/23	01	TRUCK INSPECTION	79-790-54-00-5495		37.00
					INVOICE TOTAL:		37.00 *
					CHECK TOTAL:		74.00
538129	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	DUPAGE JAN 2023	02/09/23	01	DUPAGE CO FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
538130	KONICAMI	KONICA MINOLTA BUSINESS					
	51069254	02/03/23	01	DOCUMENT SCANNING & STORAGE	01-220-54-00-5462		2,730.00
					INVOICE TOTAL:		2,730.00 *
	51069255	02/06/23	01	DOCUMENT SCANNING & STORAGE	01-220-54-00-5462		3,292.51
					INVOICE TOTAL:		3,292.51 *
					CHECK TOTAL:		6,022.51
538131	LINDCO	LINDCO EQUIPMENT SALES INC					
	230084R	01/24/23	01	REPLACE PUMP & PTO	01-410-54-00-5490		6,938.83
					INVOICE TOTAL:		6,938.83 *
					CHECK TOTAL:		6,938.83
538132	MCCUE	MC CUE BUILDERS, INC.					

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538132	MCCUE	MC CUE BUILDERS, INC.					
	1969 MEADOWBROOK	02/01/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		3,600.00
					INVOICE TOTAL:		3,600.00 *
					CHECK TOTAL:		3,600.00
538133	MEADOWSK	KEVIN A. MEADOWS					
	020423	02/04/23	01	REFEREE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	021123	02/11/23	01	REFEREE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		240.00
538134	MIDWSALT	MIDWEST SALT					
	P466958	02/10/23	01	BULK ROCK SALT	51-510-56-00-5638		3,333.88
					INVOICE TOTAL:		3,333.88 *
					CHECK TOTAL:		3,333.88
538135	MWMCG	MWM CONSULTING GROUP, INC					
	310208	02/03/23	01	TRANSFER SERVICE CALCULATION	01-120-54-00-5462		1,000.00
			02	FOR FUNDS FROM IMRF PENSION YO	** COMMENT **		
			03	YORKVILLE PD PENSION	** COMMENT **		
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
538136	NEDROW	NEDROW DECORATING INC					
	4785	12/30/22	01	MISCELLANBEOUS REPAIRS DUE	82-820-54-00-5495		6,359.53

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538136	NEDROW	NEDROW DECORATING INC					
	4785	12/30/22	02	BURST WATER PIPE	** COMMENT **		
					INVOICE TOTAL:		6,359.53 *
					CHECK TOTAL:		6,359.53
538137	NEOPOST	QUADIENT FINANCE USA, INC					
	020723-PR	02/07/23	01	REFILL POSTAGE METER	79-000-14-00-1410		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
538138	NEOPOST	QUADIENT FINANCE USA, INC					
	021023-CITY	02/10/23	01	REFILL POSTAGE MACHINE	01-000-14-00-1400		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
538139	NICOR	NICOR GAS					
	00-41-22-8748 4-0123	02/01/23	01	01/03-02/01 1107 PRAIRIE LN	01-110-54-00-5480		79.36
					INVOICE TOTAL:		79.36 *
	12-43-53-5625 3-0123	02/02/23	01	01/04-02/02 609 N BRIDGE ST	01-110-54-00-5480		189.37
					INVOICE TOTAL:		189.37 *
	15-41-50-1000 6-0123	02/02/23	01	01/03-02/01 804 GAME FARM RD	01-110-54-00-5480		746.61
					INVOICE TOTAL:		746.61 *
	15-64-61-3532 5-0123	02/02/23	01	01/03-02/01 1991 CANNOBALL TR	01-110-54-00-5480		54.81
					INVOICE TOTAL:		54.81 *
	16-00-27-3553 4-0123	02/10/23	01	01/11-02/10 1301 CAROLYN CT	01-110-54-00-5480		51.55
					INVOICE TOTAL:		51.55 *

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREETS OPERATION
01-640 ADMINISTRATIVE SERVICES
01-111 FOX HILL SSA

01-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
24-216 BUILDING & GROUNDS
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
950-XXX ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538139	NICOR	NICOR GAS					
	23-45-91-4862	5-0123	02/02/23	01 01/04-02/02 101 BRUELL ST	01-110-54-00-5480		165.49
					INVOICE TOTAL:		165.49 *
	31-61-67-2493	1-0123	02/09/23	01 01/10-02/09 276 WINDHAM CR	01-110-54-00-5480		53.32
					INVOICE TOTAL:		53.32 *
	37-35-53-1941	1-0123	02/07/23	01 01/07-02/07 185 WOLF ST	01-110-54-00-5480		660.58
					INVOICE TOTAL:		660.58 *
	40-52-64-8356	1-0123	02/03/23	01 01/05-02/03 102 E VAN EMMON	01-110-54-00-5480		740.50
					INVOICE TOTAL:		740.50 *
	45-12-25-4081	3-0123	02/10/23	01 01/10-02/09 201 W HYDRAULIC	01-110-54-00-5480		684.05
					INVOICE TOTAL:		684.05 *
	46-69-47-6727	1-0123	02/07/23	01 01/07-02/07 1975 N BRIDGE	01-110-54-00-5480		161.49
					INVOICE TOTAL:		161.49 *
	61-60-41-1000	9-0123	02/03/23	01 01/04-02/02 610 TOWER	01-110-54-00-5480		1,263.92
					INVOICE TOTAL:		1,263.92 *
	66-70-44-6942	9-0123	02/07/23	01 01/07-02/07 1908 RAINTREE	01-110-54-00-5480		176.59
					INVOICE TOTAL:		176.59 *
	80-56-05-1157	0-0123	02/07/23	01 01/07-02/07 2512 ROSEMONT	01-110-54-00-5480		79.81
					INVOICE TOTAL:		79.81 *
	83-80-00-1000	7-0123	02/03/23	01 01/04-02/02 610 TOWER UNIT B	01-110-54-00-5480		584.97
					INVOICE TOTAL:		584.97 *
	95-16-10-1000	4-0123	02/02/23	01 01/04-02/02 1 RT47	01-110-54-00-5480		49.41
					INVOICE TOTAL:		49.41 *
					CHECK TOTAL:		5,741.83

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREETS OPERATION
01-640 ADMINISTRATIVE SERVICES
01-111 FOX HILL SSA

01-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
24-216 BUILDING & GROUNDS
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
950-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538140	OMALLEY	O'MALLEY WELDING & FABRICATING					
	20637	01/31/23	01	TUBE, FLAT BAR	79-790-56-00-5640		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
538141	OTTOSEN	OTTOSEN DINOLFO					
	146761	06/30/22	01	PRESCHOOL LEGAL MATTERS	79-790-54-00-5466		298.00
					INVOICE TOTAL:		298.00 *
					CHECK TOTAL:		298.00
538142	PITSTOP	PIT STOP					
	PS512881	02/09/23	01	01/13-02/09 RIVERFRONT PARK	79-795-56-00-5620		198.00
			02	PORTOLET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		198.00 *
					CHECK TOTAL:		198.00
538143	R0002564	HEARTLAND CIRCLE RESIDENTIAL					
	012523-BEECHER RENTA	02/07/23	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
538144	R0002566	BROOK LANGKAN					
	020723	02/07/23	01	REFUND 01/24 DUPLICATE CHARGE	79-000-44-00-4404		90.00
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00
538145	R0002567	JOE HARIAUD					

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538145	R0002567	JOE HARIAUD					
	021023-RFND	02/10/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		144.13
			02	BILL FOR ACCT#0104121100-00	** COMMENT **		
					INVOICE TOTAL:		144.13 *
					CHECK TOTAL:		144.13
D002848	REDMONST	STEVE REDMON					
	012723-IPRA	01/27/23	01	IPRA SOARING TO NEW HEIGHTS	79-795-54-00-5415		172.85
			02	CONFERENCE TRANSPORTATION AND	** COMMENT **		
			03	MEAL PER DIEMS - REDMON	** COMMENT **		
					INVOICE TOTAL:		172.85 *
					DIRECT DEPOSIT TOTAL:		172.85
538146	RIETZJ	JACKSON RIETZ					
	020423	02/04/23	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
	021123	02/11/23	01	REFEREE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		270.00
538147	RIETZR	ROBERT L. RIETZ JR.					
	020423	02/04/23	01	REFEREE	79-795-54-00-5462		30.00
					INVOICE TOTAL:		30.00 *
	021123	02/11/23	01	REFEREE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		150.00

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002849	ROSBOROS	SHAY REMUS					
	012723-IPRA	01/27/23	01	IPRA SOARING TO NEW HEIGHTS	79-795-54-00-5415		156.09
			02	CONFERENCE TRANSPORTATION AND	** COMMENT **		
			03	MEAL PER DIEMS - REMUS	** COMMENT **		
				INVOICE TOTAL:			156.09 *
				DIRECT DEPOSIT TOTAL:			156.09
D002850	SENDRAS	SAMANTHA SENDRA					
	012723-IPRA	01/27/23	01	IPRA SOARING TO NEW HEIGHTS	79-795-54-00-5415		130.00
			02	CONFERENCE MEAL PER DIEMS -	** COMMENT **		
			03	SENDRA	** COMMENT **		
				INVOICE TOTAL:			130.00 *
				DIRECT DEPOSIT TOTAL:			130.00
538148	SERVPRO	FESTIVUS INC					
	3901274	01/12/23	01	WATER RESTORATION DUE TO	82-820-54-00-5495		30,641.33
			02	BURST PIPE	** COMMENT **		
				INVOICE TOTAL:			30,641.33 *
				CHECK TOTAL:			30,641.33
538149	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	141505	02/06/23	01	GREEN BALL & MOAB BUTTON	01-410-54-00-5435		335.00
				INVOICE TOTAL:			335.00 *
				CHECK TOTAL:			335.00
538150	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	113753	01/30/23	01	STREET SIGN	23-230-56-00-5619		337.35
				INVOICE TOTAL:			337.35 *
				CHECK TOTAL:			337.35

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

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538151	TRICO	TRICO MECHANICAL , INC					
	7224	01/31/23	01	HVAC REPAIR RELATED TO THE	82-820-54-00-5495		13,840.00
			02	BURST PIPE	** COMMENT **		
					INVOICE TOTAL:		13,840.00 *
					CHECK TOTAL:		13,840.00
538152	WATERSER	WATER SERVICES CO.					
	34912	01/26/23	01	PROPELLER METER INSTALLATION	51-510-54-00-5445		4,381.00
					INVOICE TOTAL:		4,381.00 *
					CHECK TOTAL:		4,381.00
538153	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	109930	01/23/23	01	CHLORINE	51-510-56-00-5638		588.00
					INVOICE TOTAL:		588.00 *
					CHECK TOTAL:		588.00
538154	YORKAREA	YORKVILLE AREA CHAMBER OF					
	37748	02/07/23	01	2023 ANNUAL CHAMBER DINNER	01-110-54-00-5412		280.00
					INVOICE TOTAL:		280.00 *
					CHECK TOTAL:		280.00
538155	YOUNGM	MARLYS J. YOUNG					
	011823-ADMIN	02/02/23	01	01/18/23 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	011923-PK	02/09/23	01	01/19/23 PARK BOARD MEETING	79-790-54-00-5462		42.50
			02	MINUTES	** COMMENT **		

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 02/28/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538155	YOUNGM	MARLYS J. YOUNG					
	011923-PK	02/09/23	03	01/19/23 PARK BOARD MEETING	79-795-54-00-5462		42.50
			04	MINUTES	** COMMENT **		
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		170.00

TOTAL CHECKS PAID:	362,110.86
TOTAL DIRECT DEPOSITS PAID:	1,561.44
TOTAL AMOUNT PAID:	363,672.30

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY February 17, 2023

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,500.00	-	3,500.00	-	267.75	3,767.75
ADMINISTRATION	18,466.13	-	18,466.13	1,211.37	1,357.55	21,035.05
FINANCE	12,116.47	-	12,116.47	794.83	896.33	13,807.63
POLICE	130,200.95	1,383.65	131,584.60	411.40	9,741.81	141,737.81
COMMUNITY DEV.	27,902.21	-	27,902.21	1,830.38	2,061.70	31,794.29
STREETS	20,478.15	1,078.93	21,557.08	1,414.17	1,592.96	24,564.21
BUILDING & GROUNDS	2,328.71	174.65	2,503.36	164.22	191.51	2,859.09
WATER	19,032.17	704.00	19,736.17	1,294.70	1,428.56	22,459.43
SEWER	7,453.70	-	7,453.70	488.95	542.62	8,485.27
PARKS	27,180.86		27,180.86	1,749.46	2,008.20	30,938.52
RECREATION	23,725.47	-	23,725.47	1,328.41	1,766.19	26,820.07
LIBRARY	17,031.27	-	17,031.27	733.80	1,253.48	19,018.55
TOTALS	\$ 310,324.43	\$ 3,341.23	\$ 313,665.66	\$ 11,421.69	\$ 23,178.15	\$ 348,265.50

TOTAL PAYROLL

\$ 348,265.50



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 28, 2023

ACCOUNTS PAYABLE

DATE

Manual City Check Register *(Page 1)*
City Check Register *(Pages 02 - 20)*

02/13/2023 1,375.00
02/28/2023 363,672.30

SUB-TOTAL: \$365,047.30

PAYROLL

Bi - Weekly *(Page 21)*

02/17/2023 \$ 348,265.50

SUB-TOTAL: \$ 348,265.50

TOTAL DISBURSEMENTS: \$ 713,312.80



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

Agenda Item Number

Consent Agenda #2

Tracking Number

ADM 2023-10

Agenda Item Summary Memo

Title: Treasurer's Report for January 2023

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 2/15/23 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2023-10

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ended January 31, 2023

Cash Basis

	Beginning Fund Balance	January Revenues	YTD Revenues	Revenue Budget	% of Budget	January Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 10,627,100	\$ 1,539,287	\$ 19,815,494	\$ 22,339,736	89%	\$ 2,040,307	\$ 16,144,969	\$ 22,479,736	72%	\$ 14,297,625
Special Revenue Funds										
15 - Motor Fuel Tax	269,412	95,493	893,467	1,176,560	76%	77,806	1,156,785	1,277,045	91%	6,094
72 - Land Cash	33,843	-	-	-	0%	-	33,843	-	0%	-
79 - Parks and Recreation	-	271,672	2,411,527	3,123,472	77%	191,158	2,125,621	3,218,472	66%	285,906
87 - Countryside TIF	(1,182,815)	-	232,124	232,133	100%	1,345	220,270	227,291	97%	(1,170,961)
88 - Downtown TIF	(1,639,928)	-	100,932	96,000	105%	2,785	30,320	87,612	35%	(1,569,316)
89 - Downtown TIF II	(6,626)	-	97,574	99,353	98%	28	1,398	30,500	5%	89,550
11 - Fox Hill SSA	21,577	-	21,501	21,500	100%	-	5,779	59,200	10%	37,300
12 - Sunflower SSA	2,385	-	21,000	21,000	100%	-	8,770	17,200	51%	14,615
Debt Service Fund										
42 - Debt Service	-	27,390	247,406	330,075	75%	-	329,798	330,075	100%	(82,392)
Capital Project Funds										
25 - Vehicle & Equipment	1,391,623	181,084	926,841	1,105,870	84%	93,605	1,062,495	2,235,223	48%	1,255,970
23 - City-Wide Capital	2,165,600	73,516	1,518,537	3,995,222	38%	346,790	2,380,321	5,592,073	43%	1,303,817
24 - Buildings & Grounds	10,002,255	88,650	889,968	1,007,229	88%	1,038,305	8,180,231	10,871,560	75%	2,711,992
Enterprise Funds										
* 51 - Water	3,791,199	69,222	3,952,406	5,779,003	68%	293,399	4,878,248	7,159,103	68%	2,865,358
* 52 - Sewer	1,001,490	208,295	3,724,708	6,604,721	56%	272,416	2,006,268	5,995,546	33%	2,719,931
Library Funds										
82 - Library Operations	746,898	10,591	1,770,727	1,736,773	102%	69,495	1,486,133	1,763,820	84%	1,031,493
84 - Library Capital	176,662	5,020	98,123	50,350	195%	3,604	36,002	85,500	42%	238,783
Total Funds	\$ 27,400,675	\$ 2,570,219	\$ 36,722,338	\$ 47,718,997	77%	\$ 4,431,044	\$ 40,087,248	\$ 61,429,956	65%	\$ 24,035,764

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



Reviewed By:	
Legal	<input 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

Consent Agenda #3

Tracking Number

PW 2023-13

Agenda Item Summary Memo

Title: T-Mobile Lease Amendment

Meeting and Date: City Council – February 28, 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: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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.

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: _____



(Use this space for notary stamp/seal)

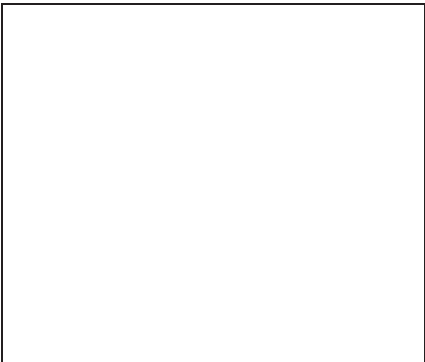
Notary Public
Print Name _____
My commission expires _____

[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.

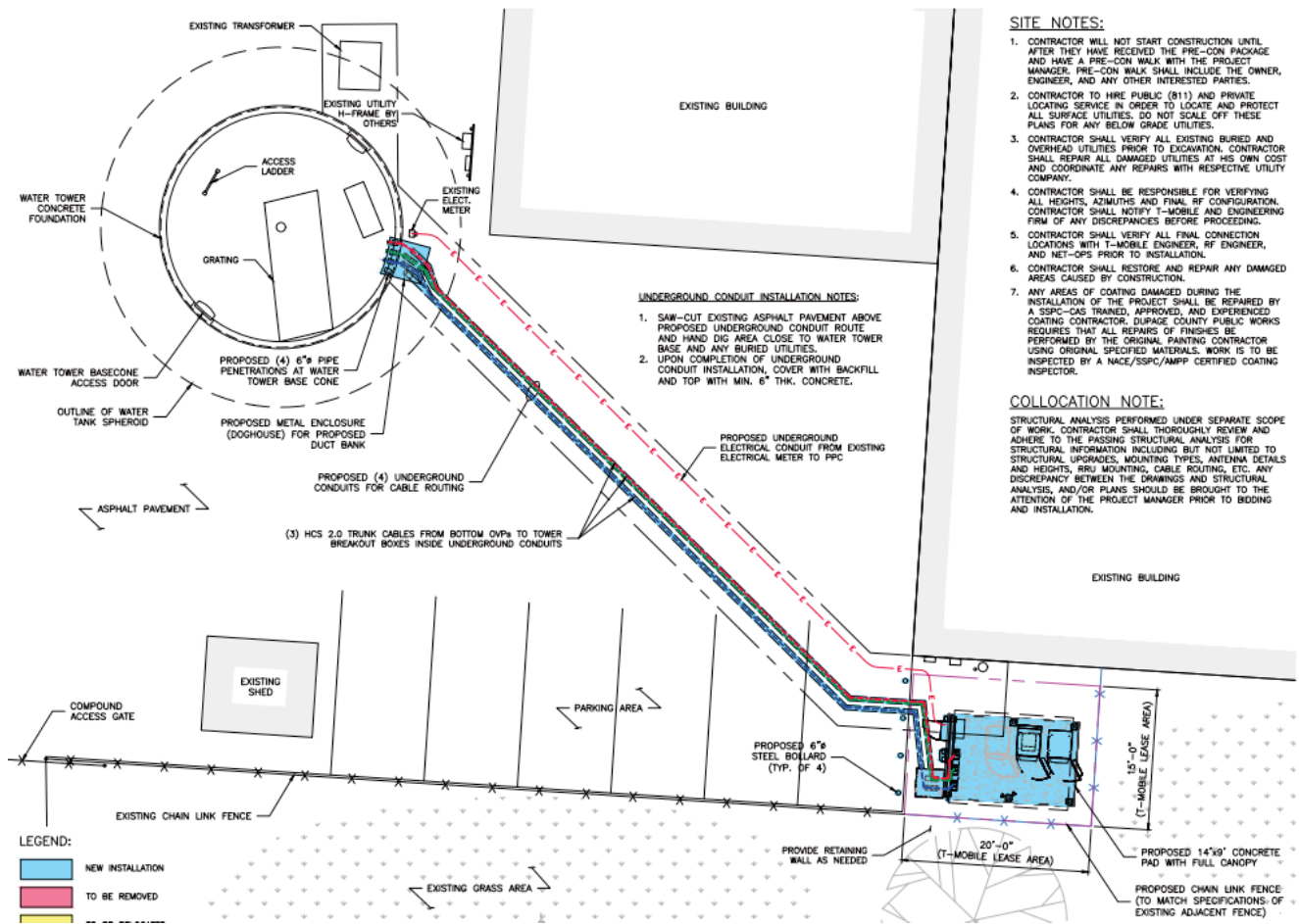
Dated: _____

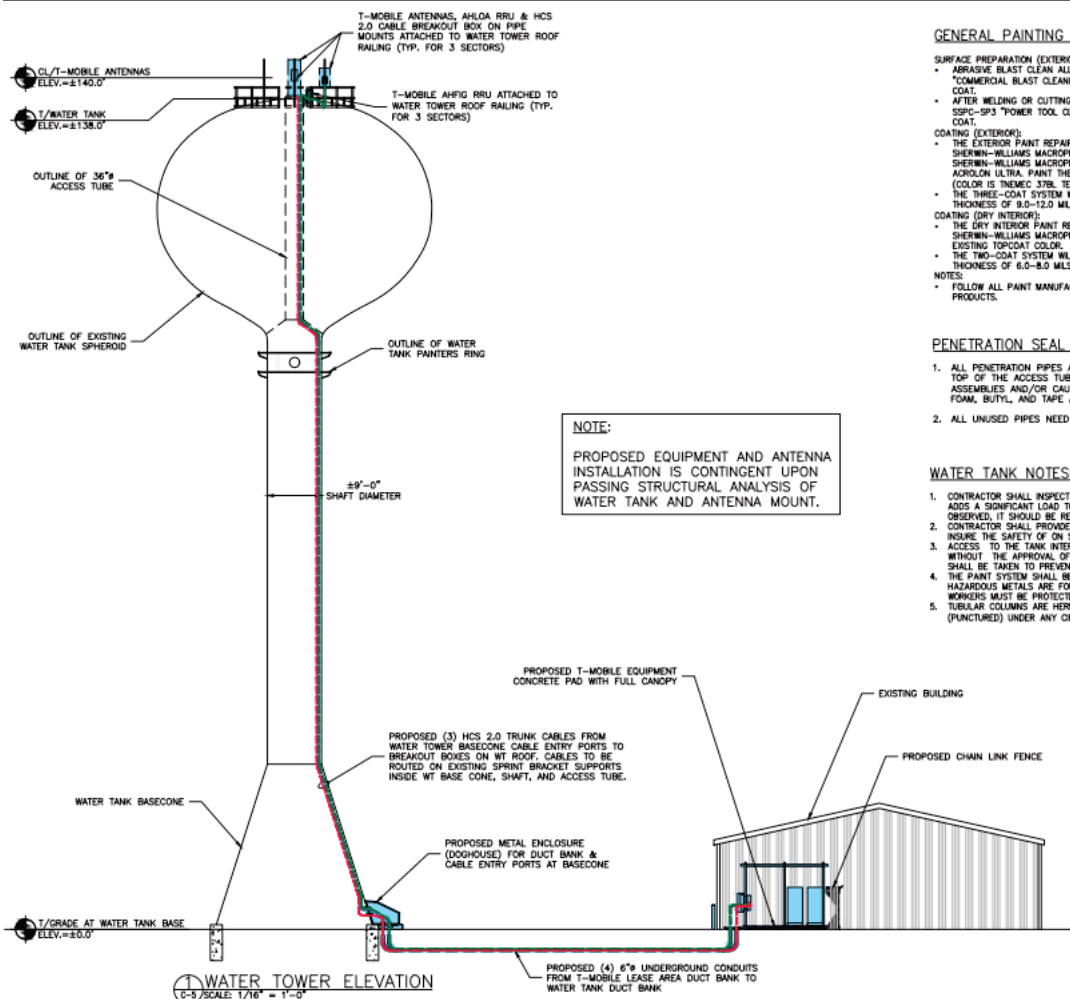


(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

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

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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/or



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

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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 Indemnities against and from any claim asserted or liability imposed upon the Indemnities 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 Indemnities.** In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities 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:

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- 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

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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

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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:

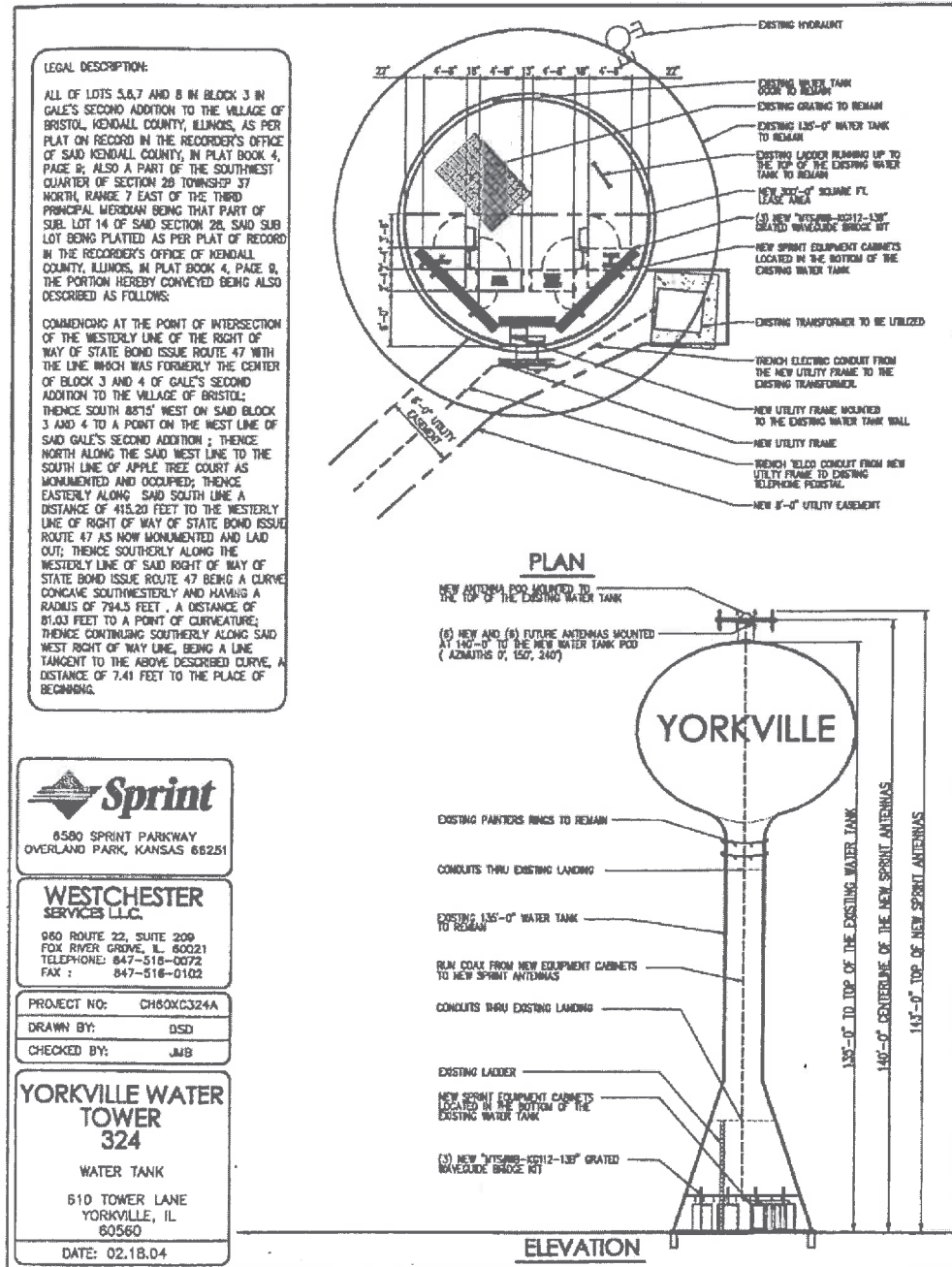
Commencing at the point of intersection of the westerly line of the right of way of state bond issue Route 47 with the line which was formerly the center of Block 3 and 4 of Gale's second addition to the Village of Bristol; thence South 88'15' West on said block 3 and 4 to a point of the west line of 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.

A handwritten signature in black ink, appearing to be 'A. Jones' or similar, located in the bottom right corner of the page.

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/initials

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: _____

A handwritten signature in dark ink, appearing to be a stylized 'A' followed by a surname, located in the bottom right corner of the page.

Yorkville Water Tower

CH60XC324-A

COUNTY OF KENDALL)
)ss.

This instrument was acknowledged before me on
by _____ (title) of the United City of ~~Yorkville~~ 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

Consent Agenda #4

Tracking Number

PW 2023-14

Agenda Item Summary Memo

Title: Baseline Road Improvements

Meeting and Date: City Council – February 28, 2023

Synopsis: Baseline Road Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-14

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
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 60550
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	JANUARY 2023
PROJECT NO.:	Y02237
PATH:	H:\GIS\PUBLIC\YORKVILLE\02237
FILE:	Y02237 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

Consent Agenda #5

Tracking Number

PW 2023-15

Agenda Item Summary Memo

Title: Baseline Road – Construction Engineering Agreement

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-15

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

**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) ☒ 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

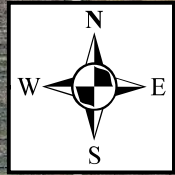
TOTAL COSTS	\$	41,983
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ATTACHMENT E: ESTIMATED SCHEDULE

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 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

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

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Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2023-16

Agenda Item Summary Memo

Title: Bristol Ridge Road Resurfacing

Meeting and Date: City Council – February 28, 2023

Synopsis: Recommendation to Approve Balancing Authorization No. 1

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-16

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
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.



<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 FLANGEWAYS	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

Consent Agenda #7

Tracking Number

PW 2023-17

Agenda Item Summary Memo

Title: Prairie Point Parking Lot Improvements

Meeting and Date: City Council – February 28, 2023

Synopsis: Consideration of Change Order No. 1 - Balancing

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-17

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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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
Customer Name ABBEY PAVING CO. INC.		Customer # 10104	Quoted To Lee
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 / REGRAP	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

Consent Agenda #8

Tracking Number

PW 2023-18

Agenda Item Summary Memo

Title: Rebuild Illinois – Fox Hill Improvements

Meeting and Date: City Council – February 28, 2023

Synopsis: Resolution and Request for Expenditure Consideration

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-18

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
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

Resolution Type

Original

Resolution Number

2021-23

Section Number

21-00051-00-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Yorkville

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
See Attached Location Map				

For Structures:

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

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Yorkville

Name of Local Public Agency

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

Governing Body Type

of Yorkville

Name of Local Public Agency

at a meeting held on April 27, 2021

Date

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

Day

Month, Year

(SEAL)

Clerk Signature

Lisa Pickering

Date

4/28/21

Approved

Regional Engineer

Department of Transportation

Paul H. Smith

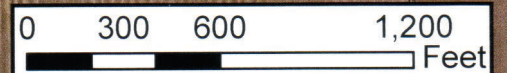
Date

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\00201
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?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

21-00051-00-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Yorkville

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
See Attached Location Map	3.46			

For Structures:

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

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Yorkville

Name of Local Public Agency

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

Governing Body Type

of Yorkville

Name of Local Public Agency

at a meeting held on February 28, 2023

Date

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

Day

Month, Year

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



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

Itemization of Right-of-Way Request

Location of Property				Acres Right-of- Way	Relocation Costs	Cost of Land Acquired	Cost of Damage to Land not Acquired	Total
Street/Road	Parcel Number	Address of Property Involved						
TOTAL								

Add Item



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





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

Consent Agenda #9

Tracking Number

PW 2023-22

Agenda Item Summary Memo

Title: Corneils Road Interceptor Improvements

Meeting and Date: City Council – February 28, 2023

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-22

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
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 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

Public Works Committee #1

Tracking Number

PW 2023-19

Agenda Item Summary Memo

Title: 2023 Road to Better Roads Program

Meeting and Date: City Council – February 28, 2023

Synopsis: MFT Resolution and Cost Estimate Consideration

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-19

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
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
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
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
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

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

Council of Yorkville at a meeting held on 02/28/23 .
Governing Body Type Name of Local Public Agency Date

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

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



Estimate of Maintenance Costs

Submittal Type **Original**

District **3** Estimate of Cost for **Municipality**

Local Public Agency **United City of Yorkville** County **Kendall** Section Number **23-00000-00-GM** Maintenance Period Beginning **05/01/23** Ending **04/30/24**

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

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
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

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
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

Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency

United City of Yorkville

County

Kendall

Section Number

23-00000-00-GM

Route(s)/Street-Road Name

Various Local Roads (See Location Map)

Project Length

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

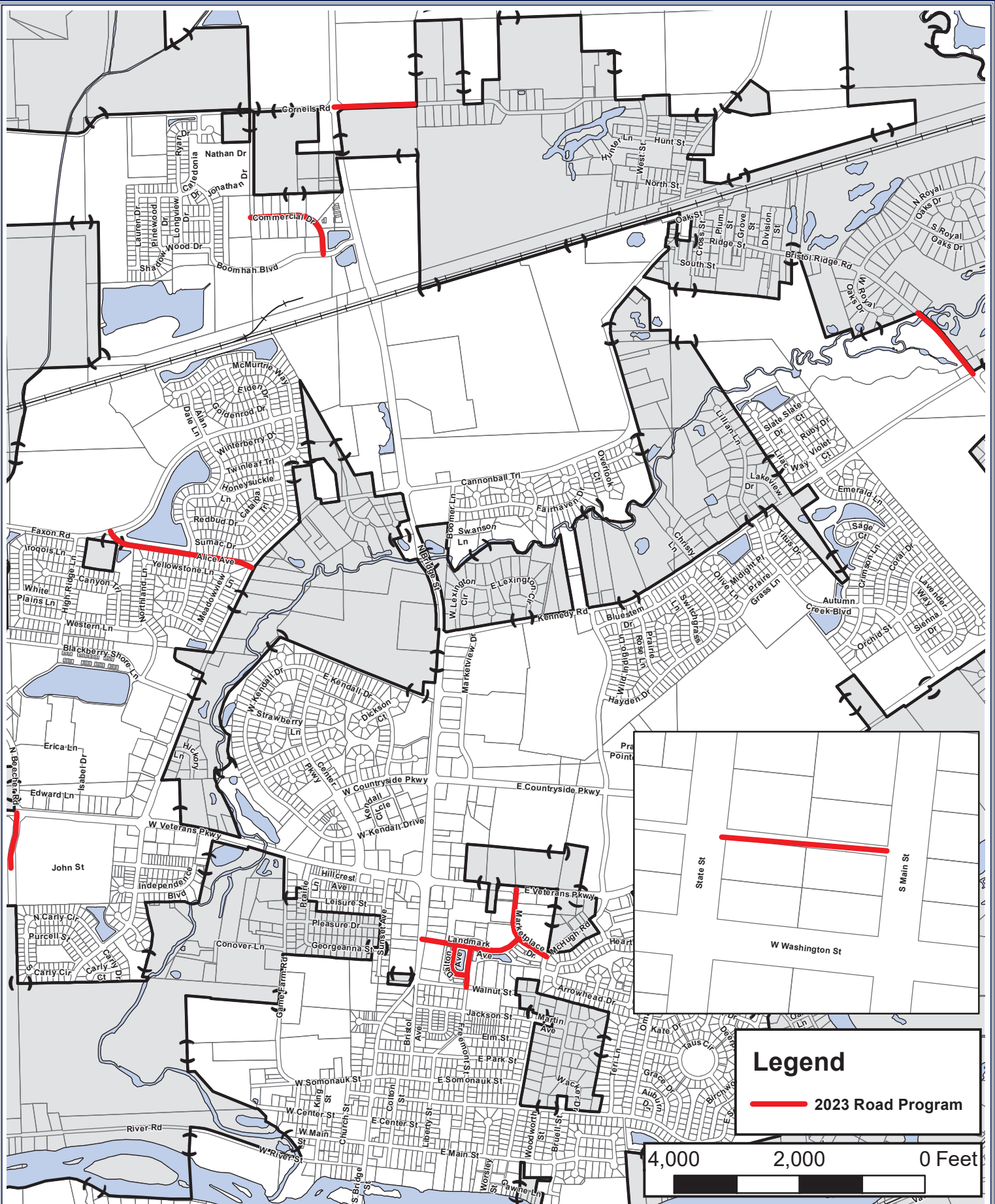
Date

Quentin N. Tiscareno

02/13/23

Signature

Date



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: MUT
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

Public Works Committee #2

Tracking Number

PW 2023-20

Agenda Item Summary Memo

Title: 2023 Water Main Improvements – Contract A

Meeting and Date: City Council – February 28, 2023

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

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-20

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
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			

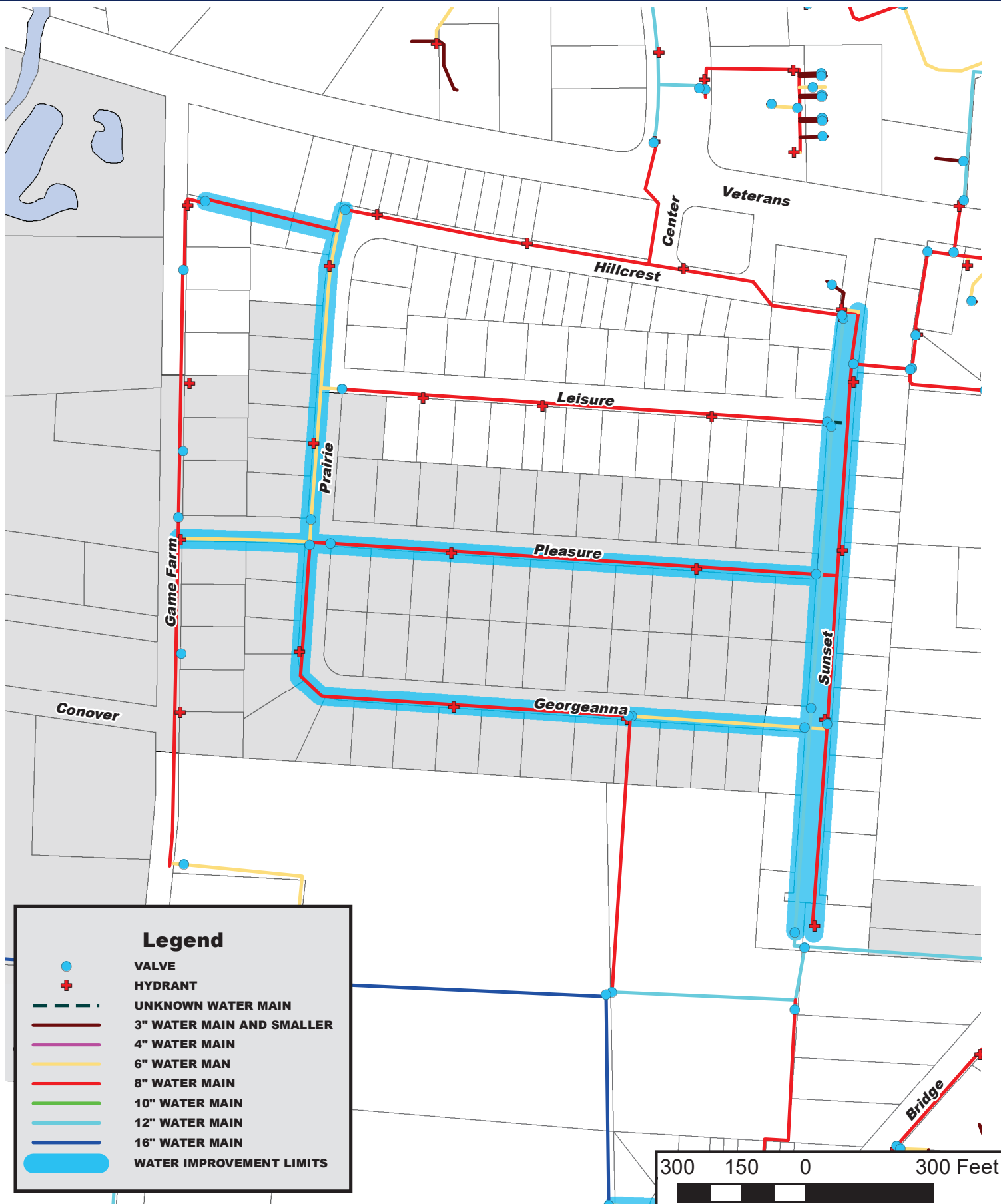


BID TABULATION
2023 WATER MAIN IMPROVEMENTS - CONTRACT A
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 2/14/2023		Performance Const & Eng. LLC 217 W. John Street Piano, IL 60545		Swallow Construction 480 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	
ITEM NO.	DESCRIPTION	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	\$ 3,690.00	\$ 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 52, 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 52, 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	\$ 8,913.21	\$ 35,652.84	\$ 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	\$ 2,340.00	\$ 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	\$ 2,016.40	\$ 10,082.00	\$ 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	\$ 1,792.00	\$ 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	\$ 1,625.00	\$ 56.00	\$ 1,400.00	\$ 108.65	\$ 2,718.25	\$ 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	\$ 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
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, 2"	SY	28	\$ 30.00	\$ 840.00	\$ 25.00	\$ 700.00	\$ 24.00	\$ 672.00	\$ 39.00	\$ 1,092.00	\$ 24.00	\$ 672.00	\$ 60.00	\$ 1,680.00	\$ 30.00	\$ 840.00	\$ 57.50	\$ 1,610.00	\$ 36.00	\$ 1,008.00
40	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,260	\$ 10.00	\$ 12,600.00	\$ 19.35	\$ 24,381.00	\$ 10.00	\$ 12,600.00	\$ 10.50	\$ 13,230.00	\$ 8.74	\$ 11,012.40	\$ 10.00	\$ 12,600.00	\$ 12.00	\$ 15,120.00	\$ 13.80	\$ 17,388.00	\$ 8.00	\$ 10,080.00
41	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,260	\$ 25.00	\$ 31,500.00	\$ 25.00	\$ 31,500.00	\$ 30.00	\$ 37,800.00	\$ 26.25	\$ 33,075.00	\$ 30.36	\$ 38,253.80	\$ 28.00	\$ 31,360.00	\$ 48.00	\$ 57,960.00	\$ 46.00	\$ 51,960.00	\$ 50.00	\$ 63,000.00
42	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	250	\$ 14.00	\$ 3,500.00	\$ 22															



BID TABULATION 2023 WATER MAIN IMPROVEMENTS - CONTRACT A UNITED CITY OF YORKVILLE																					
		BID TABULATION BIDS RECD 2/14/2023		Performance Const & Eng. LLC 217 W. John Street Piano, IL 60545		Swallow Construction 400 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	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
NO.					AMOUNT		AMOUNT		AMOUNT		AMOUNT		AMOUNT		AMOUNT		AMOUNT		AMOUNT		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				\$ 1,799,287.09		\$ 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																				



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

Public Works Committee #3

Tracking Number

PW 2023-21

Agenda Item Summary Memo

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

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-21

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

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: 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:

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
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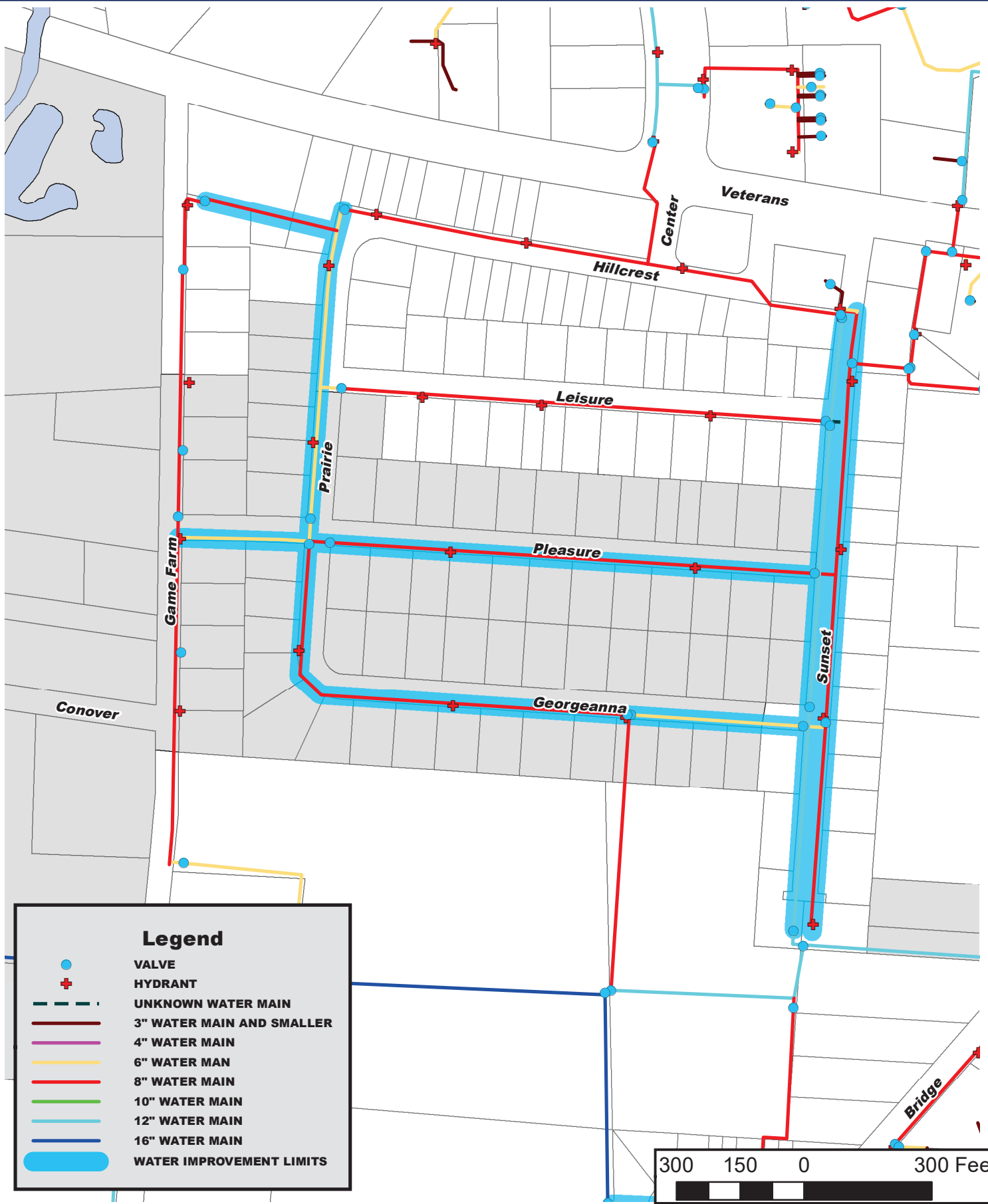


ATTACHMENT D: ESTIMATED SCHEDULE

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																				





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



*Standard Schedule of Charges**January 1, 2022***EMPLOYEE DESIGNATION****CLASSIFICATION****HOURLY RATE**

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

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2023-23

Agenda Item Summary Memo

Title: EEI Rate Increase Request

Meeting and Date: City Council – February 28, 2023

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: PW – 2/21/23 Action Taken: Moved forward to City Council agenda.

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.



Engineering Enterprises, Inc.

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.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2022-25 & EDC 2023-10

Agenda Item Summary Memo

Title: PZC 2022-25 105 E. Spring Street (Rezone)

Meeting and Date: City Council – February 28, 2023

Synopsis: Proposed rezone to B-2 for 105 E Spring Street

Council Action Previously Taken:

Date of Action: EDC – 2/7/23 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2022-25 & EDC 2023-10

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg, AICP

Name

Community Development

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: February 16, 2023
Subject: **PZC 2022-25 105 E Spring Street (Rezone)**

SUMMARY:

The petitioner, Giovanna Schmieder, is seeking rezoning approval of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The property is currently zoned R-2 Single-Family Traditional Residence District and contains an existing vacant detached dwelling as well as a detached four car garage. The petitioner is seeking to rezone the property to the B-2 Retail Commerce Business District with the intention of operating a real estate office and business within the existing residential structure.

The petitioner has stated that they may submit a permit application to expand for parking in the future but currently believe the existing pavement will be sufficient for their office needs. They are aware of the City's requirements when it comes to pavement and parking regulations. Finally, their potential use for a real estate office is defined as a professional service/office in the zoning ordinance and is a permitted use in the B-2 District.

PLANNING & ZONING COMMISSION ACTION:

The Planning and Zoning Commission reviewed the Petitioner's requests at a public hearing held on February 8, 2023 and made the following action on the motions below:

In consideration of testimony presented during a Public Hearing on February 8, 2023 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for a map amendment to rezone the property located at 105 E Spring Street from R-2 Single-Family Traditional Residence to the B-2 Retail Commerce Business District.

Action Item:

Olson – aye; Horaz – aye; Williams – aye; Vinyard – aye
4 ayes; 0 nay

ATTACHMENTS:

1. Draft Ordinance
2. Memorandum to Planning and Zoning Commission dated January 30, 2023
3. Petitioner Rezoning Application with attachments
4. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2023-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS, APPROVING THE REZONING TO THE B-2 RETAIL
COMMERCE BUSINESS DISTRICT OF THE PROPERTY LOCATED AT
105 E SPRING STREET**

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

WHEREAS, Giovanna Schmieder (the “*Applicant*”) is owner of an approximately 0.40-acre parcel located at 105 E. Spring Street (the “*Subject Property*”) within the corporate limits of the City legally described in Section 2 and as shown on Exhibit A attached hereto and made a part hereof, and is seeking rezoning of the Subject Property into the B-2 Retail Commerce Business District; and,

WHEREAS, the Subject Property is currently zoned R-2 Single-Family Traditional Residence District within the City; and,

WHEREAS, the Applicant desires to rezone the Subject Property into the B-2 Retail Commerce Business District; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on February 8, 2023, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-10B.4 and made findings of fact and recommendation to the Mayor and City Council (the “*Corporate Authorities*”) for approval of the rezoning; and,

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission.

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 above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described as:

THE SOUTH 121 FEET OF LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL VILLAGE OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 2011 ED 14 BY THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, AND DESCRIBED IN ORDER VESTING TITLE RECORDED AS DOCUMENT 201100020605 AND FINAL JUDGMENT ORDER RECORDED AS DOCUMENT 201400017415

with **Property Index Number 02-28-357-011** into the B-2 Retail Commerce Business District.

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 _____, 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



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 30, 2023
Subject: **PZC 2022-25 105 E Spring Street (Rezone)**

SUMMARY:

The petitioner, Giovanna Schmieder, is seeking rezoning approval of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The property is currently zoned R-2 Single-Family Traditional Residence District and contains an existing vacant detached dwelling as well as a detached four car garage. The petitioner is seeking to rezone the property to the B-2 Retail Commerce Business District with the intention of operating a real estate office and business within the existing residential structure.

PROPERTY BACKGROUND:

The property is located at the northeast corner of the N Bridge Street and E Spring Street intersection. The property contains an existing detached single-family home and accessory detached garage. According to the petitioner and new property owner, the house has been vacant for over a year. The house faces Spring Street but there is driveway access along Bridge Street which connects to the existing garage.



105 E Spring Street Location Map

United City of Yorkville, Illinois
January 5, 2023



PROPOSED REQUEST:

The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District. They would like to operate their real estate business out of the existing dwelling structure, utilize the garage for storage, and the long driveway for parking. The petitioner has stated that they may submit a permit application to expand for parking in the future but currently believe the existing pavement will be sufficient for their office needs. Their potential use for a real estate office is defined as a professional service/office in the zoning ordinance and is a permitted use in the B-2 District as stated in Section 10-6-0, Table 10.06.03.

SITE ANALYSIS:

To consider the appropriateness for the rezoning request, an evaluation of the surrounding land uses and zoning is required. While the immediate adjacent properties to the parcel are zoned R-2 Residential, there are several properties along Bridge Street which are zoned for commercial use including B-1 and B-2 zoned parcels. Several of these nearby owners utilize the previous residential structure to conduct their business including counseling services, a salon, and real estate office. The subject property has frontage along Bridge Street which is one of Yorkville's main commercial corridors and the rezoning of this property for commercial use would be in line with current trends along the roadway. Additionally, while there are residential house nearby, many of the residentially zoned properties in the area contain non-residential uses including schools, municipal offices, and a religious institution.



105 E Spring Street Zoning Map

United City of Yorkville, Illinois
January 5, 2023



COMPREHENSIVE PLAN:

The subject property's future land use is classified as "Traditional Neighborhood Residential" which is intended to maintain and preserve the character of Yorkville's traditional neighborhoods. Any new development within this designation should prioritize maintaining the existing density and generally provide similar housing as nearby dwellings. Additionally, this land use designation features an emphasis on rehabilitation of existing homes. The Comprehensive Plan designates all properties north of the river in the historic Bristol area as Traditional Neighborhood Residential including the existing commercial businesses.

While the proposed commercial land use does not seem to coincide with the Comprehensive Plan, the proposed utilization of the property is in line with the plan. The petitioner plans to use this property as a real estate office and restore the existing residential structure. Like many other structures along Bridge Street, the conversion of the previous dwelling to a commercial service can help rehabilitate a once vacant structure and maintain the established character of the area. While it is not a residential use, the plans to improve and revitalize the house and garage to maintain its existing character is in line with the future land use designations characteristics as detailed above.

FINDINGS OF FACT FOR REZONING:

Section 10-4-10-B of the City's Zoning Ordinance establishes criteria for findings of fact related to rezoning (map amendment) requests. When the purpose and affect is to change the zoning of a property and amend the City's Zoning Map, the Planning and Zoning Commission shall consider each of the following facts before rendering a decision on the request:

1. The existing uses and zoning of nearby property.
2. The extent to which the property values are diminished by the particular zoning restrictions.
3. The extent to which the destruction of the property values of plaintiff promotes the health, safety, morals or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purpose.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
7. The community need for the proposed use.
8. The care to which the community has undertaken to plan its land use development.

The petitioner has provided written responses to these findings as part of their application (see attached) and requests inclusion of those responses into the public record at the February 8, 2023 Planning and Zoning Commission meeting.

STAFF COMMENTS:

Staff is generally supportive of the proposed rezoning as it will help fill a vacancy along Bridge Street and preserve the character of the area by utilizing the existing structure. The conversion of a detached dwelling into a commercial space is consistent with the general trend in this part of town.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on February 8, 2023 and approval of the findings of fact, the Planning and Zoning Commission recommends approval to the City Council of a request for a map amendment to rezone the property located at 105 E Spring Street from R-2 Single-Family Traditional Residence to the B-2 Retail Commerce Business District and further subject to {insert any additional conditions of the Planning and Zoning Commission} ...

ATTACHMENTS:

1. Rezoning Application
2. Legal Description
3. Plat of Survey (photograph)



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP

2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording



United City of Yorkville
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Yorkville, Illinois, 60560
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Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

SAMPLE MEETING SCHEDULE

MONTH 1

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Plan Council Meeting

MONTH 2

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Economic Development
Committee

MONTH 3

Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Planning & Zoning Commission
Public Hearing

MONTH 4

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Council

Meeting Date

Updated Materials Submitted for Meeting

Public Notice Mailing Window

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input checked="" type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input checked="" type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres # of Acres - 5 = Acres over 5 x \$10 = Amount for Extra Acres + \$250 = \$ 200 Total Amount		Total: \$ 200
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> # of Acres - 5 = Acres over 5 x \$10 = Amount for Extra Acres + \$200 = \$ Total Amount		Total: \$
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres # of Acres - 5 = Acres over 5 x \$10 = Amount for Extra Acres + \$250 = \$ Total Amount		Total: \$
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services .</i> For Annexation, Subdivision, Rezoning, and Special Use: <input checked="" type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres		Total: \$ 1000
TOTAL AMOUNT DUE:			1200



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

ATTORNEY INFORMATION

NAME: AARON VANAGAITIS COMPANY: _____
MAILING ADDRESS: 1905 MARKETVIEW DR #246
CITY, STATE, ZIP: YORKVILLE, IL 60560 TELEPHONE: 630-387-9299
EMAIL: aaron@agvlawoffice.com FAX: _____

ENGINEER INFORMATION

NAME: _____ COMPANY: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____ TELEPHONE: _____
EMAIL: _____ FAX: _____

LAND PLANNER/SURVEYOR INFORMATION

NAME: _____ COMPANY: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____ TELEPHONE: _____
EMAIL: _____ FAX: _____

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

It is R2 being used as a residential rental. It is currently vacant. Would like to use as a real estate office.

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

The properties along 47 were rezoned to commercial for the widening of 47 a few years ago. Property has been completely remodeled. There are several commercial entities along 47.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

They will not due to most of the properties to the right and to the left are already businesses.

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

There will not be destruction to property value as it would conform all the properties on 47 to be businesses.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

It was vacant for a long period of time (over 24 mths) then purchased and flipped so it was no longer an eye sore right on 47. Then it was purchased by me in September of 22 & is still vacant.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

Our real estate group brings more diversity and years of local knowledge so we can help Kendall County to continue to progress. Most of our team has lived in Yorkville for many years and have great community ties.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

The city has an adopted comprehensive plan which evaluates land along this corridor. The city used that as a guideline for development in the area.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

There should be no extra traffic as there will not be many clients coming in and out of the office. We generally meet our clients at the property being looked at. Rt 47 is a high traffic area and is able to handle it.



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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

The community will have more choices for real estate & property management needs along with being bilingual and global wide.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

There is plenty of space for our offices and meeting rooms along with parking & a large side yard for client / community events. Being along 47 with other businesses as well.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Giovanna Schmede

PETITIONER SIGNATURE

12-15-2022

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Giovanna Schmede

OWNER SIGNATURE

12-15-2022

DATE

**THIS APPLICATION MUST BE
NOTARIZED PLEASE NOTARIZE HERE:**

"Official Seal"
ANDREA M WEINERT
Notary Public, State of Illinois
My Commission Expires 12/27/2026



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 105 E SPRING ST, YORKVILLE, IL
-----------------	----------------------	---

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: GIOVANNA SCHMIEDER	COMPANY: KELLER WILLIAMS INFINITY / THE GIOVANNA GROUP
MAILING ADDRESS: 69 Poplar Rd	
CITY, STATE, ZIP: YORKVILLE IL 60560	TELEPHONE: 630-333-2798
EMAIL: giovanna@theGiovannagroup.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

GIOVANNA SCHMIEDER
PRINT NAME
Giovanna Schmeider
SIGNATURE*

OWNER
TITLE
1-13-2022
DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

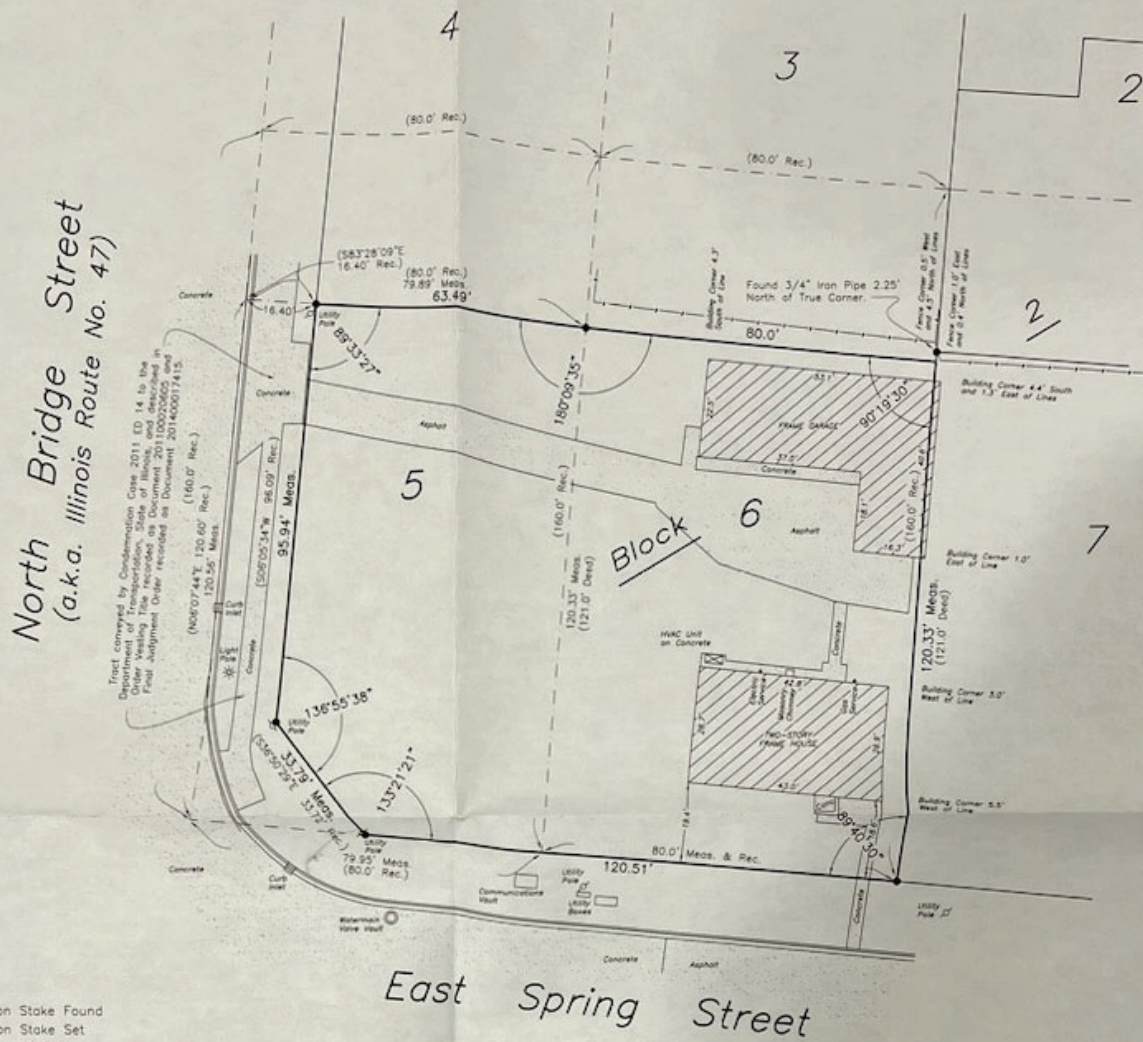
INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	\$5,000	Less than two (2) acres	\$1,000
Over one (1) acre, but less than ten (10) acres	\$10,000	Over two (2) acres, but less than ten (10) acres	\$2,500
Over ten (10) acres, but less than forty (40) acres	\$15,000	Over ten (10) acres	\$5,000
Over forty (40) acres, but less than one hundred (100)	\$20,000		
In excess of one hundred (100.00) acres	\$25,000		

Legal Description For
105 E Spring St, Yorkville, IL 60560

The South 121 feet of Lots 5 and 6 in Block 2 of the Original Village of Bristol, Kendall County, Illinois,
EXCEPTING THEREFROM that Part taken by Condemnation Case 2011 ED 14 by the Department of
Transportation, State of Illinois, and described in Order Vesting Title recorded as Document
201100020605 and Final Judgment Order recorded as Document 201400017415

PLAT OF SURVEY OF
PART OF LOTS 5 AND 6 BLOCK 2 ORIGINAL VILLAGE OF BRISTOL
UNITED CITY OF YORKVILLE KENDALL COUNTY ILLINOIS



N

SCALE
1"=20'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence

NOTE: This property is commonly known as 105 East Spring Street.

LEGAL DESCRIPTION:

The South 121 feet of Lots 5 and 6 in Block 2 of the Original Village of Bristol, Kendall County, Illinois, EXCEPTING THEREFROM that Part taken by Condemnation Case 2011 ED 14 by the Department of Transportation, State of Illinois, and described in Order Vesting Title recorded as Document 201100020605 and Final Judgment Order recorded as Document 201400017415.

State of Illinois)
County of Kendall) SS

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements upon the attached described tract as shown by the plat hereon drawn which is a representation of said survey. Field work completed September 19, 2021. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated September 21, 2021 at Yorkville, Illinois

Phillip D. Young
Illinois Professional Land Surveyor No. 2678 (Expires 11/30/22)



JOB NO. 21342
JOB NAME ATTY. RAMOS
DWG FILE 21342B

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2022-25**

NOTICE IS HEREBY GIVEN THAT Giovanna Schmieder, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification of an approximately 0.40-acre parcel located at 105 E Spring Street in Yorkville, Illinois. The real property is located at the northeast corner of the Route 47 (Bridge Street) and Spring Street intersection. The petitioner is seeking to rezone the parcel from the R-2 Single-Family Traditional Residence District to the B-2 Retail Commerce Business District. The purpose of the rezoning is to establish and operate a professional services business within the existing residential structure.

The legal description of said parcel is as follows:

THE SOUTH 121 FEET OF LOTS 5 AND 6 IN BLOCK 2 OF THE ORIGINAL VILLAGE OF BRISTOL, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION CASE 2011 ED 14 BY THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, AND DESCRIBED IN ORDER VESTING TITLE RECORDED AS DOCUMENT 201100020605 AND FINAL JUDGMENT ORDER RECORDED AS DOCUMENT 201400017415

PIN: 02-28-357-011

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, February 8, 2023 at 7:00 p.m.** at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk

Sold To:

United City of Yorkville - CU00410749
800 Game Farm Rd
Yorkville, IL 60560-1133

Bill To:

United City of Yorkville - CU00410749
800 Game Farm Rd
Yorkville, IL 60560-1133

Certificate of Publication:

Order Number: 7364685
Purchase Order: 7364685

State of Illinois - Kendall

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 1/20/2023, and the last publication of the notice was made in the newspaper dated and published on 1/20/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Jan 20, 2023.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

21st Day of January, 2023, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING
COMMISSION
PZC 2022-25**

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By order of the Corporate Authorities of the United City of

CHICAGO TRIBUNE

media group

Yorkville, Kendall County, Illinois.

JORI BEHLAND

City Clerk

January 20, 2023 - 7364685



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – February 28, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?

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



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2023-10

Agenda Item Summary Memo

Title: Fiscal Year 2024 Budget Policy Discussion

Meeting and Date: City Council – February 28, 2023

Synopsis: A discussion will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:
