



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, March 21, 2023

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: February 21, 2023

New Business:

1. PW 2023-24 Snow Operations Report
2. PW 2023-25 Bristol Bay – Grant of Easement
3. PW 2023-26 Well No. 10 and Raw Water Main Agreement – Design Engineering
4. PW 2023-27 Lake Michigan WIFIA Letter of Interest – Engineering Agreement
5. PW 2023-28 Seal Coat Machine Purchase
6. PW 2023-29 Compact Wheel Loader Purchase
7. PW 2023-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”
8. PW 2023-31 Lake Michigan Capital Improvement Plan – Overview
9. PW 2023-32 Water Department Transit Van Purchase

Old Business:

Additional Business:

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

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. February 21, 2023

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

NEW BUSINESS:

1. PW 2023-24 Snow Operations Report

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

2. PW 2023-25 Bristol Bay – Grant of Easement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2023-26 Well No. 10 and Raw Water Main Agreement – Design Engineering

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2023-27 Lake Michigan WIFIA Letter of Interest – Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2023-28 Seal Coat Machine Purchase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2023-29 Compact Wheel Loader Purchase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2023-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2023-31 Lake Michigan Capital Improvement Plan – Overview

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2023-32 Water Department Transit Van Purchase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – February 21, 2023

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

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

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
PUBLIC WORKS COMMITTEE
Tuesday, February 21, 2023, 6:00pm
Yorkville City Hall, Council Chambers
800 Game Farm Road**

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

IN ATTENDANCE:

Committee Members

Chairman Matt Marek
Alderman Ken Koch
Alderman Joe Plocher

Other City Officials

City Administrator Bart Olson	Public Works Director Eric Dhuse
Assistant City Administrator Erin Willrett	Engineer Brad Sanderson, EEI
Alderman Chris Funkhouser (via Zoom)	

Other Guests:

Mike Krempski	Cathy ???/Windett Ridge (via Zoom)
David Guss	Melissa Valerio/Windett Ridge
Mr. Kyle Lighthiser/Windett Ridge	Dave Gaydos/Windett Ridge
Abigail Cooling/Windett Ridge	Ken Spranger/Windett Ridge
Richard Fisher/Windett Ridge	John Pinion/Windett Ridge

The meeting was called to order at 6:00pm by Chairman Matt Marek.

Citizen Comments:

Old Business: (Moved forward on agenda)

1. 2022-82 Windett Ridge Road Parking Change

Windett Ridge residents were present to speak about the proposed parking change to allow parking on both sides of Windett Ridge Road. There has been parking only on one side since 2014.

Dave Gaydos: He prefers to keep the parking as it is now for safety reasons. He said parking on both sides will not reduce speed. Secondly, there is a bus stop on Claremont Court where there are crosswalks and by law, you are not allowed to park 30 feet from the crosswalk or intersection. He said it was enforced at first, but on the first day of school his daughter nearly got hit at the bus stop because the car behind the bus could not see when he and his daughter came out on the crosswalk. If the area is changed to parking on both sides, we need enforcement for speed and parking and how will the city control that?

Kenneth Spranger: He is a school administrator with 2 daughters. He prefers the road to remain parking on one side only for safety.

Abby Cooling: She lives on Fairfax which also has parking on only one side and the parking restriction is one reason why they bought there. She read that part of the reason for the proposal is because the construction is

done on Windett. However, she said it is not done and construction has just begun at the end of Windett Ridge and she is wondering why the ban would be reversed now. She believes all residents of Windett Ridge should have received a letter about the proposal. She said her family often walks on Windett Ridge and the proposal affects all residents even if they don't live on Windett Ridge. She does not want it reversed and it's safer for the bus stop on Fairfax. She has seen cars and construction vehicles speed down the road and do not respect the buses.

Alderman Koch asked why only residents of Windett Ridge received a letter and Mr. Olson explained that at the direction of past City Councils, letters were only sent to residents who live directly adjacent to the parking restrictions. Mr. Koch said he received feedback from about 70 residents about this.

Kyle Lighthiser: He lives at Windett Ridge and Fairfax Rd. He has a company vehicle that is wide, making it difficult with parking on both sides. He said the proposal will not stop speeding vehicles. He said the speed limit is 35 and he suggested maybe the speed should be 25 in this area. Maybe more stop signs will help too. He bought his house partly due to the parking restrictions in place at that time in 2015. Kids will not be able to see around cars parking on both sides. There are also fire hydrants on his side. If the parking is kept on one side only, can we make an exception for handicapped? He wants to keep the parking as is.

Melissa Valerio: She lives on Sutton St. and also supports keeping the ban in place. She lived in Aurora in areas where there was double-sided parking and got hit numerous times.

Rich Fisher: He moved to Caulfield Point in October and does not support changing the parking. He came from Aurora where there was parking on both sides and cars got nicked and pets got hit. He said it is a safety concern. A friend of his works for IDOT and does not know of any studies that support this proposal. Speed restrictions are only helpful if they are enforced.

John Pinion: He lives on Windett Ridge and has seen a significant increase in traffic-related events such as mirrors damaged. He does not support the proposed change in an effort to reduce property damage issues. He would like to see the speed limit sign again as it catches attention and speeds were reduced. Alderman Koch commented that they worked with the Chief of Police last fall.

Cathy via Zoom: Mr. Olson read comments that she provided. She has counted cars 3x a day on this .8 mile long street. She does support both side parking.

After informal tallies and the those who spoke tonight, Chairman Marek said the committee would not support any change to the current parking in Windett Ridge.

Previous Meeting Minutes: January 17, 2023
The minutes were approved as presented.

New Business:

1. PW 2023-12 Snow Operations Report

Mr. Dhuse said the winter has been very mild for Public Works, Minimal salt has been needed and if no more is used this season, it will save \$23,000. There has been one large equipment repair of \$6,900 and he is waiting on parts for another repair.

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

Mr. Dhuse said the city has had this agreement since 2004. Sprint wants to amend the agreement to move their cabinet from outside the tower to the south side of the Public Works building. He said his department is in favor of this since it will give the city more space. Sprint will fence the area and the equipment will not be very visible. He said Public Works personnel must go there whenever Sprint needs to access their equipment in an

emergency. They are not asking to change their payment of \$3,000 a month and there is an automatic renewal every 5 years. The committee approved and this moves to the Council consent agenda.

3. PW 2023-14 Baseline Road – Contract Award

Bids were taken on February 13th for patching and resurfacing of Baseline Rd. There were 3 bidders with Builders Paving being the lowest at \$526,888 which Mr. Sanderson recommended for approval. Chairman Marek said some residents had reached out about the notification process before work starts. EEI will notify the residents, the city will send letters to the 3 homes on that road and Ms. Willrett will do a social media outreach. The committee approved the bid and it moves forward to the Council consent agenda.

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

Mr. Olson said this agreement is needed to manage the project on-site. The agreement is for \$41,983 based on last year's rates and is budgeted. Approval was recommended by the committee and it will move forward to the Council consent agenda where it will require a vote.

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

Mr. Sanderson said the project is mostly complete with a couple punchlist items for the spring. This change order is for \$60,000 below the contracted price. He recommended approval and this moves forward to the Council consent agenda.

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

This project is nearly complete and Mr. Sanderson said there is a Change Order for \$450 below the contract. He recommended approval and this moves forward to the Council consent agenda.

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

Mr. Sanderson said paperwork is needed for IDOT in order to close out this project. This needs a resolution along with a Request for Expenditure form. He recommended approval and this moves forward to the Council consent agenda.

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

The Road to Better Roads program has been submitted to IDOT for their review. MFT funds have been used in the past which requires a resolution to be approved by City Council and approval is recommended. The committee approved this and it moves forward to the Council regular agenda.

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

Mr. Sanderson said bids were taken on February 14th with many received. Performance Construction and Engineering of Plano was the low bidder at \$1,799,287. This work will begin in early May and is part of the accelerated water main replacement. With the committee's approval, this moves forward to the regular City Council agenda.

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

Mr. Olson said engineers are needed to manage the project and EEI has a contract for \$185,100. This is an estimate based on time at the site and it is budgeted. This also moves forward to the regular Council agenda.

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

Mr. Sanderson said the city had a contract with Fisher Excavating as of last fall. It was delayed by 90 days due to funding so the contractor asked for 90 days on the back end if needed. They are making good progress and a second crew has been brought in to help at the site at Bright Farms. He recommended approval of the time extension and will give a progress report at the next meeting. This moves to the Council consent agenda with committee approval.

12. PW 2023-23 EEI Rate Increase Request

A schedule of new EEI rates was presented and is based on inflationary rates, generally 7% and Mr. Olson recommended approval. In the original 2012 contract, a retainer rate of \$240,000 was set as a minimum. That value will need to be changed at some point in the future as each rate increase chips away at the retainer. Mr. Olson also explained some other details relating to the rates. Alderman Funkhouser noted the 3-4% increase last year. He said the rate increase also affects the city contracts and feels the 7% is significantly higher and adds ramifications to other projects the city does. This item will move forward to the regular City Council agenda.

Old Business: (Discussed beginning of agenda)

Additional Business:

Alderman Koch asked if work had been done at Sunset and Leisure. Mr. Dhuse said core samples had been taken and they were filled in today.

Alderman Funkhouser asked if there had been an update regarding the Rt. 47 and Bristol Bay connection. The design phase is far along and it could be in construction in a time frame that would be similar if the city was doing it. It is getting ready to be bid and construction will start in 2024. Utility poles and gas mains will be moved this year, bids will be let in early 2024 and final plans will be available to review this summer. This will be a 2.5 year project.

There was no further business and the meeting adjourned at 6:43pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2023-24

Agenda Item Summary Memo

Title: March 2023 Snow Report

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

Synopsis: Monthly and year-end report.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 14, 2023
Subject: March Snow Report

Summary

A brief report of the snow removal operations from Feb 15th – March 15th, 2023.

Background

With only one new salting operation to report, and above freezing temperatures predicted, staff is attaching the update for the month, and the year end totals.

Overall, this has been one of the least active winters ever as far as snow removal operations. When we started off the season with the Christmas weekend blizzard, brutally cold temps, and high winds I thought we were in for a long winter. Luckily for us, that was not the case. In total, we performed snow removal operations 6 times with an additional 2 passes throughout the town of anti-icing operations in preparation for storms. The lack of events also meant that our repair bills lessened. We had 2 major repairs, with one still ongoing. This was a much needed break from seemingly endless repair bills. Below please find the report for our lone operation in this reporting period along with a year end summary. Salt usage was down over 400 tons which is a tremendous savings of money, time, and wear and tear on the equipment. To put it in monetary terms, our salt price was \$79.12 per ton this year so a savings of 400 tons is equal to ~\$31,600. This money will be able to be used for salt purchase next year, or other MFT projects.

Snow Operations Salt and Brine Data 2022-2023									
Snow Event Date		2/17/2023					Set to		
Date of Recording		2/21/2023					Salt	600	
G-Temp							Brine	ON	
Recorder		ED							
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	109.4	10.0	51.00	31355	614.80	51	178	11.35	15.68
R2-#27	110	13.0	56.00	35215	628.84	56	0	0.00	17.61
R3-#10	90	7.0	57.00	35451	621.95	0	0		17.73
R4-#13	0	0.0	0.00	0		0	0		0.00
R5-#23	80	9.0	64.00	35129	548.89	64	0	0.00	17.56
R6-#18	74	9.0	65.00	39982	615.11	65	219	10.95	19.99
R7-#28	59	12.0	43.00	25560	594.42	43	87	6.81	12.78
R8-#22	75	7.0	38.00	22980	604.74	0	0		16.21
R9-#11	122	9.0	56.00	32428	579.07	56	240	14.80	16.21
R7-#3	74	9	43.00	21500	500				10.75
R7-#14	74	9	43.00	21500	500				11
R6-#6	80	9	64	32000	500				16
R3-#19	90	7	57	28500	500				14
Total	793.4	8	430.0	361600	600.98	335	724	7.32	185.52

Snow Operations Salt and Brine Data 2022-2023									
Snow Event Date		YEAR END					Set to		
Date of Recording		3/13/2023					Salt		
G-Temp							Brine		
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	593.4	12.3	312.5	176075	563.44	221.5	778	8.84	88.04
R2-#27	564	11.5	309	194925	630.83	147	196	2.01	97.46
R3-#10	483	10.0	267.6	95961	358.60	0	0		47.98
R4-#13	220	3.5	141.6	82672	583.84	0	0		41.34
R5-#23	603	13.8	432.7	220979	510.70	247	700	6.34	110.49
R6-#18	496	10.3	375	216905	578.41	236	973	8.97	108.45
R7-#28	482	10.3	311.4	161180	517.60	167	302	3.75	80.59
R8-#22	575	11.5	254.8	134980	529.75	0	0		67.49
R9-#11	546.5	9.5	327.9	178522	544.44	256.9	1083	12.13	89.26
R7-#3	496	10.25	311.40	155700	500				77.85
R7-#14	496	10.25	311.40	155700	500				78
R6-#6	603	13.75	432.7	216350	500				108
R3-#19	483	10	267.6	133800	500				67
Total	5058.9	10	2732.5	2123749	535.29	1275	4032	7.01	1061.87

Recommendation

This is an informational item.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2023-25

Agenda Item Summary Memo

Title: Bristol Bay – Unit 10

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

Synopsis: Plat of Easement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

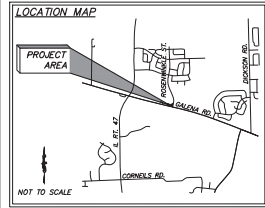
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Krysti Barksdale-Noble, Community Development Director

Date: March 9, 2023
Subject: Plat of Dedication and Plat of Easement

The attached Plat of Easement document is part of the Unit 10 development.

The document has been reviewed and it is found to be acceptable.

Staff is recommending acceptance of the easement.



PLAT OF EASEMENT

OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH,
RANGE 7 EAST OF THE 3RD P.M., KENDALL COUNTY, ILLINOIS

PIN: 02-09-200-020

GRANTOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT _____ IS THE FEE
SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE
EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.
DATED THIS ____ DAY OF _____, A.D., 2023.

BY: _____

PRINTED NAME & TITLE

ATTEST: _____

PRINTED NAME & TITLE

NOTARY CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, AND _____, AS SHOWN ABOVE,
PERSONALLY KNOWN TO ME TO BE THE _____ AND
_____, OF _____, AS SHOWN ABOVE,
APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS,
THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE
CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT
AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES
AND PURPOSES THEREIN SET FORTH
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF
_____, A.D., 2023.

NOTARY PUBLIC



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

GENERAL NOTES:

- NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
- BEARINGS ARE BASED ON THE PLAT OF BRISTOL BAY
P.U.D. UNIT 10, PER DOCUMENT 202300000253.

NOTES:

- This map was created for use as a Plat of Easement.
- This map is not to be used for any construction or staking purposes without
consent from a proper agent of HR Green, Inc.
- This IS NOT a Plat of Survey. No assumptions or agreements as to ownership,
use, or possession can be conveyed from this document.
- No underground improvements have been located unless shown and noted.
- No distance should be assumed by scaling.
- This map is void without seal and signature affixed.

3/8/2023 10:12:42 AM
c:\2022\220051\Survey\Drawg\220051-POE.dwg

CITY APPROVAL CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS.
THIS ____ DAY OF _____, 2023.

BY: _____

MAYOR

ATTEST: _____

CITY CLERK

CITY ENGINEER'S CERTIFICATE

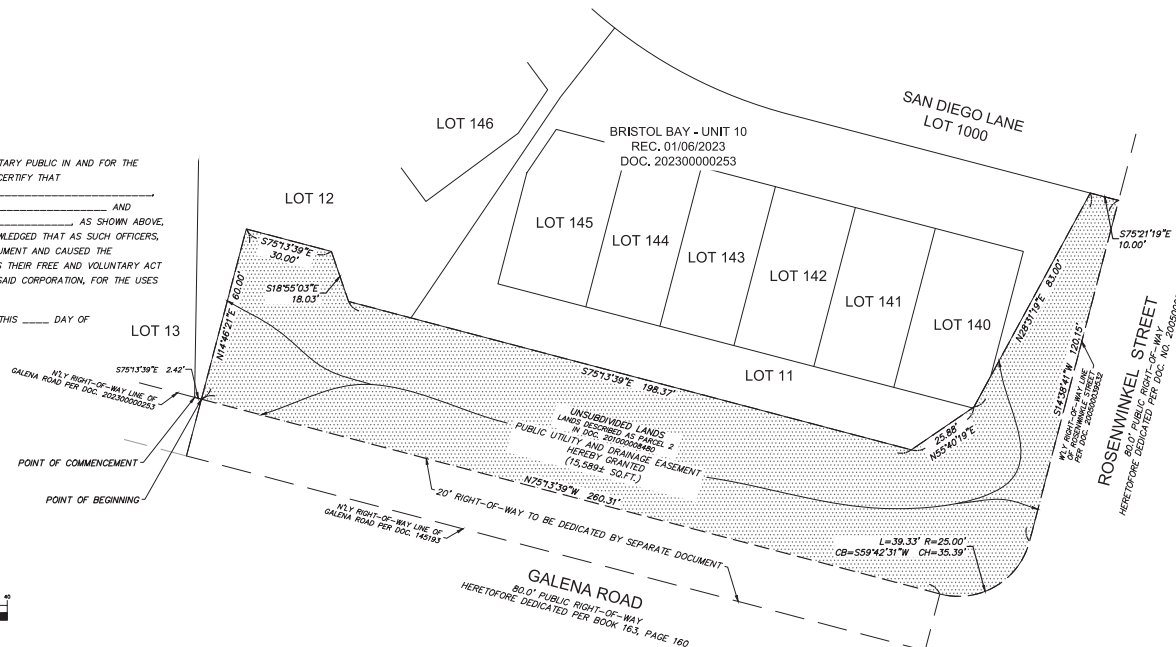
STATE OF ILLINOIS) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED
CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.
DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2023.

CITY ENGINEER

PUBLIC UTILITY AND DRAINAGE EASEMENT LEGAL DESCRIPTION

AN EASEMENT OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 12 IN BRISTOL BAY UNIT 10, ACCORDING TO THE PLAT THEREOF, RECORDED
JANUARY 6, 2023 AS DOCUMENT 202300000253, THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, ALONG THE SOUTHERLY
LINE OF SAID LOT 12, 2.42 FEET TO A SOUTHEASTERLY CORNER THEREOF FOR A POINT OF BEGINNING, THENCE NORTH 14 DEGREES 46
MINUTES 21 SECONDS EAST, ALONG AN EASTERLY LINE OF SAID LOT 12, 60.00 FEET TO A CORNER THEREOF, THENCE SOUTH 75
DEGREES 13 MINUTES 39 SECONDS EAST, ALONG A SOUTHERLY LINE OF SAID LOT 12, 30.00 FEET TO A CORNER THEREOF, THENCE
SOUTH 18 DEGREES 55 MINUTES 03 SECONDS EAST, ALONG A SOUTHWESTERLY LINE OF SAID LOT 12, 18.03 FEET TO A CORNER THEREOF;
THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST ALONG THE SOUTHERLY LINE SAID LOT 12 AND LOT 11 IN SAID BRISTOL BAY
UNIT 10, 198.37 FEET TO A SOUTHEASTERLY CORNER OF SAID LOT 11, THENCE NORTH 55 DEGREES 40 MINUTES 19 SECONDS EAST
ALONG THE EASTERLY LINE OF SAID LOT 11, 25.88 FEET TO A BEND POINT IN SAID EASTERLY LINE, THENCE NORTH 28 DEGREES 31
MINUTES 19 SECONDS EAST ALONG SAID EASTERLY LINE, 83.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 11 AND THE
SOUTHERLY LINE OF LOT 1000 IN SAID BRISTOL BAY UNIT 10, THENCE SOUTH 75 DEGREES 21 MINUTES 19 SECONDS EAST, ALONG THE
SOUTHERLY LINE OF SAID LOT 1000, 10.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ROSEWINKEL STREET, DEDICATED PER
DOCUMENT 200500039532, THENCE SOUTH 14 DEGREES 38 MINUTES 41 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE,
120.15 FEET, THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING A TANGENTIAL CURVE TO THE RIGHT, HAVING
A RADIUS OF 25.00 FEET, A CHORD THAT BEARS SOUTH 59 DEGREES 42 MINUTES 31 SECONDS WEST AND CHORD OF 35.39 FEET, THENCE
NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, 260.31 FEET TO SAID POINT OF BEGINNING, IN
KENDALL COUNTY, ILLINOIS.



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD
THIS ____ DAY OF _____, 2023, AT _____ O'CLOCK AND WAS RECORDED
IN PLAT FILE# _____

DEBBIE GILLETTE - COUNTY RECORDER

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC
AMERTECH, INCORP. COM ED, JENSEN INTERCABLE, OTHER PUBLIC UTILITIES, AND
HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS,
AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE
PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (P.U. & D.E.) TO CONSTRUCT,
INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE
UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE
SURFACE OF THE PUBLIC UTILITY & DRAINAGE EASEMENT, INCLUDING WITHOUT
LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION
LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE
RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND
REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO
INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO
SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE
UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR,
REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION
OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS
SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A
RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND
REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON
EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO
CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS
DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT" WHICH INTERFERE WITH THE
CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT,
MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND
DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT
BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR
OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH
AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND
OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES
HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND
RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE
DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE
OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE
GRANTED AND RESERVED. THE CROSSING AND RECONSTRUCTION OF SAID EASEMENTS BY
THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO
INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS
AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING
CROSSED OR RECONSTRUCTED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE
ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE
SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE
EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO
OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO,
THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURBS, GUTTERS, TREES,
LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED,
FOLLOWING SUCH MAINTENANCE, REPAIR, OR REPLACEMENT TO BACKFILL AND MOUND ALL TRENCHES
CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR
CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE
MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KANE) S.S.

I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3790, DO
HEREBY CERTIFY THAT I HAVE PREPARED THIS GRANT OF EASEMENT AS SHOWN BY
THE ANNEXED PLAT, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL
DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

DATED AT YORKVILLE, KENDALL COUNTY, ILLINOIS _____, A.D. 2023.

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bauer@jgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/2024

REVISION DESCRIPTION

NO.	DATE	BY	REVISION DESCRIPTION
1	03/07/23	BJB	FEEL COMMENTS

Illinois Professional Design Firm # 04-001522

2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
t. 630.552.7590 f. 630.553.7646
www.jgreen.com



PLAT OF EASEMENT
UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON
OFFICIAL DRAWING
0 INCHES
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MB
JOB DATE: 02/15/2023
JOB NO: 220051

SHEET
1 OF 1



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

Agenda Item Number

New Business #3

Tracking Number

PW 2023-26

Agenda Item Summary Memo

Title: Well No. 10 and Raw Water Main Agreement – Design Engineering

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

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 16, 2023
Subject: Well No. 10 and Raw Water Main – design engineering

Summary

Consideration of a design engineering contract with EEI for the City's upcoming Well #10 and raw water main project.

Background

This item was last discussed by the City Council at the March 14th City Council meeting during the FY 24 budget presentation. During the presentation, the City Council heard an update that the previously named Well #6 would have to be renamed to Well #10 and was included within the budget. The necessity of the new Well #10 is both to provide adequate water supply to the community before Lake Michigan water is received, but also to provide adequate backup water supply after Lake Michigan water is received. Prior to the March 14th budget presentation, the Public Works Committee discussed this new well at the December 2022 meeting (materials attached). In short, this new well is expected to be located ~0.5 mile away from the existing Well at 610 Tower Lane, and the raw water from Well #10 would be sent over to 610 Tower Lane's water treatment plant via a new water main. In order to bring this new well on line in advance of any water source issues, we need to begin design this Spring.

Accordingly, EEI has submitted a design engineering agreement for the Well #10 and raw water main. The agreement contains a fixed fee amount of \$249,500 with additional direct estimated expenses at \$33,370 for an expected total expenditure of \$282,870. This amount is included in the FY 23 and FY 24 budgets.

Recommendation

Staff recommends approval of the design engineering contract with EEI for the City's upcoming Well #10 and raw water main project.

**Well No. 10 and Raw Water Main
United City of Yorkville
Professional Services Agreement - Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design engineering will be provided for well No. 10 and approximately 4,000 linear feet of raw water main improvements in a location to be determined. (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 ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$249,500. Direct expenses are estimated at \$33,370. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	Location Map
Attachment F:	2023 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, PE
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.

**Well No. 10 and Raw Water Main
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING – WELL NO. 10

0.0 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)
- Project Kick-Off Meeting Between the City and EEI

1.0 Design Phase

- Prepare Proposed Well Schematic
- Prepare Required Technical Specifications
- Prepare Permit Issue Plans and Specifications
- Prepare IEPA Construction Permit Application
- Prepare Project Manual
- Prepare 100% Engineer's Opinion of Probable Construction Cost
- Includes Design of Permanent Well Equipment, Including Pump and Motor
- Includes Electrical Engineering Design for 2,300V Electrical Service, Distribution, and Starter Equipment at the Well 10 Site. Assumes Pre-Engineered Electrical Building for Distribution and Starter Equipment and Structural Engineering for Equipment Pads. Assumes adequate 2,300V ComEd service is available nearby, along Game Farm Road. Coordination with ComEd for Service is Included.
- Assumes No Treatment Modifications Required to Treat Water from New Well No. 10 – Existing Well No. 4 Water Treatment Plant to Treat Flow without Modifications with the Exception of SCADA Programming Modifications at the Facility. Scope Includes SCADA Design.
- Assumes One Project Manual for Bidding All Work Noted Herein for Design Engineering for Well No. 10.

2.0 Bidding and Negotiating Phase

- Prepare Advertisement for Bids
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Pre-Bid Meeting
- Address Bid Questions and Prepare Addenda
- Assist in Bid Review, Prepare Bid Tabulation, and Prepare Contracts

DESIGN ENGINEERING – RAW WATER MAIN

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)
- Coordination with school district

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, school district, and EEI prior to Bidding.

*Well No. 10 and Raw Water Main
United City of Yorkville
Professional Services Agreement
Design Engineering
Attachment B - Scope of Services*

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

2.6 Permits

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Five (5) Soil Borings
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services for the Well No. 10 and Raw Water Main includes the following exclusions:

- Easement Negotiations
- Land Acquisition
- Environmental Surveys Including but Not Limited to Tree Surveys

The above scope for "Well No. 10 and Raw Water Main" 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 the 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

United City of Yorkville

PROJECT TITLE

Well No. 10 and Raw Water Main

PREPARED BY

KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	ST	PM	SPT 1	ADMIN		HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70			
WELL NO. 10															
0.0	Project Administration and Meetings		8	8	-	6	-	-	-	-	-	-		22	\$ 4,516
1.0	Design Phase		12	60	-	94	9	18	-	-	40	2		235	\$ 41,765
2.0	Bidding and Negotiating Phase		4	20	-	28	-	-	-	-	-	1		53	\$ 9,642
RAW WATER MAIN															
2.1	Project Management and Administration		8	46	14	-	-	-	-	-	-	-		68	\$ 13,984
2.2	Project Meetings		6	12	12	-	-	-	-	-	-	-		30	\$ 6,186
2.3	Topographic Survey		-	18	-	-	117	49	27	-	-	-		211	\$ 42,059
2.4	Utility Coordination		-	-	8	12	-	-	-	-	-	-		20	\$ 3,480
2.5	Final Plans, Specifications, and Estimates		12	102	160	90	-	-	-	60	180	-		604	\$ 107,076
2.6	Permits		8	28	18	-	-	-	-	-	-	-		54	\$ 11,080
2.7	Bidding and Contracting		3	23	12	9	-	-	-	-	-	8		55	\$ 9,731
Design Subtotal:			37	229	224	111	117	49	27	60	180	8	-	1,042	\$ 249,519
PROJECT TOTAL:			37	229	224	111	117	49	27	60	180	8	-	1,042	249,519

DIRECT EXPENSES

Mileage =	\$	-
Printing =	\$	370
Legal Surveying =	\$	10,000
Environmental Assessment =	\$	10,000
Electrical Engineering =	\$	10,000
Structural Engineering =	\$	3,000
DIRECT EXPENSES =	\$	33,370

LABOR SUMMARY

EEI Labor Expenses =	\$	249,519
TOTAL LABOR EXPENSES	\$	249,519

TOTAL COSTS

\$ 282,889



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO2303-P				
PROJECT TITLE										DATE		PREPARED BY		
Well No. 10 and Raw Water Main										3/14/23		KDW		
TASK NO.	TASK DESCRIPTION													
		2023												2024
		FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	
WELL NO. 10														
0.0	Project Administration and Meetings													
1.0	Design Phase													
2.0	Bidding and Negotiating Phase													
RAW WATER MAIN														
2.1	Project Management and Administration													
2.2	Project Meetings													
2.3	Topographic Survey													
2.4	Utility Coordination													
2.5	Final Plans, Specifications, and Estimates													
2.6	Permits													
2.7	Bidding and Contracting													





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
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		\$ 216.00
Expert Testimony		\$ 271.00



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

Agenda Item Number

New Business #5

Tracking Number

PW 2022-83

Agenda Item Summary Memo

Title: Water Capacity Presentation and Recommendation

Meeting and Date: Public Works Committee – December 20, 2022

Synopsis: A presentation on the water supply 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: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Water Supply Evaluation

United City of Yorkville

December 2022





Agenda

1. Needs Assessment Overview
2. Alternative Supply Options
3. Summary and Recommendations



NEEDS ASSESSMENT OVERVIEW

Needs Assessment Calculations Utilize Analysis of Historic Water Demands to Predict Future Water Demands

CURRENT TRENDS:

- Assumes Future Water Usage will be Similar to Recent Historic Usage
- Avg. Day Demand = 85 GPCD
- Max. Day to Avg. Day Ratio = 2.0
- Reliable Water Supply (Wells) is Critical Item
- Breakeven P.E. Addition is ~3,000

LESS RESOURCE INTENSIVE:

- Assumes Future Water Usage will be Reduced Through Conservation
- Avg. Day Demand = 80 GPCD
- Max. Day to Avg. Day Ratio = 1.8
- Reliable Water Supply (Wells) is Critical Item
- Breakeven P.E. Addition is ~8,000

CURRENT ESTIMATED TIMEFRAME

Completion of Lake Michigan Connection is 2028-2029



ADDITIONAL WATER SOURCE NEEDED

Somewhere Between 3,000 & 8,000 Additional P.E.

(Depending on Future Water Use and Efficiency of Water Conservation Measures)



MITIGATE MAX DAY DEMANDS

Water Use Ordinance Modifications/Enforcement & Increase Water Conservation Measures, Pursue Water Losses



EVALUATE

Alternative Water Supply Options

NEAR TERM ANALYSIS



A large stack of black pipes, likely for industrial or construction use, arranged in a long row in a warehouse or storage yard. The pipes are stacked in multiple layers, with the ends of the pipes visible, creating a strong sense of perspective. The background is a plain, light-colored wall or sky.

ALTERNATIVE SUPPLY OPTIONS

ALTERNATIVE WATER SUPPLY OPTIONS – NEAR TERM

ALTERNATIVE A



Interconnection with
Montgomery

ALTERNATIVE B



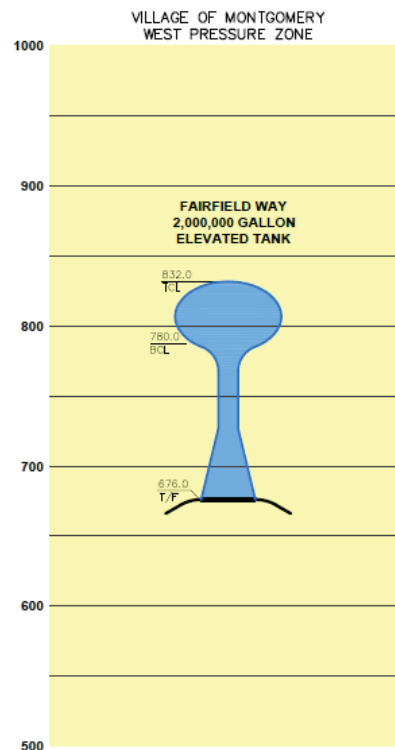
Drill New Well 6 and
Connect to Existing Well
4 WTP

ALTERNATIVE C



Drill New Well 6 and
Construct New Well 6
WTP





	Elevation from Model	Montgomery Fairfield Way Tank	Yorkville North Tank
TCL		832	810
MO Side	657.6	75.5	66.0
YO Side	650	78.8	69.3
BCL		780	770
MO Side	657.6	53.0	48.7
YO Side	650	56.3	51.9

ALTERNATIVE A: Interconnect with Montgomery

- 16-Inch Connection Between Dickson Rd and Galena Rd



Hydraulic Profile Comparison:

- Overlap Between Range of Pressures in Both Communities' Systems so Interconnect Would Be Mutually Beneficial



ALTERNATIVE A: Interconnection with Montgomery

16-Inch Connection
with Village of
Montgomery

ADVANTAGES

Beneficial to Both YO and
MO

Lowest Cost Alternative

Shorter Implementation
Time

Can be Used as Emergency
Interconnection After LM
Connection

DISADVANTAGES

Variable Reliability – MO May
Not Always be Able to Provide
Required Water Based Upon
Their Own Needs

Would Require Water Transfer
Plan and Corrosion Control
Study if Routinely Utilized
(Adds to Time & Cost)

Requires Negotiation and IGA
with MO



IMPLEMENTATION TIME: 1 – 2 Years to Become Operational*



PRELIMINARY COST ESTIMATE: \$880,000*

*Does Not Include Water Transfer Plan and Corrosion Control Study

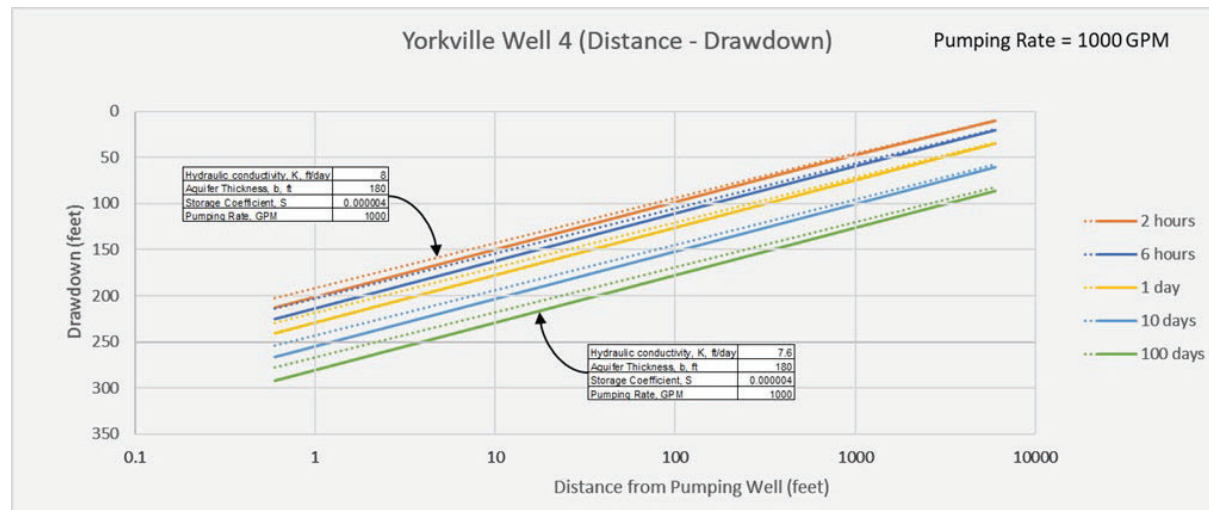




ALTERNATIVE B:

Drill New Well 6 & Connect to Existing Well 4 WTP

- Size New Well for 1,000 gpm; Allows For Future Abandonment of Well 4
- Typically Locate Deep Wells at Least 1-Mile Apart to Minimize Overlapping Influence – New Well 6 <1-Mile from Existing Well 4
- Preliminary Analysis Indicates Wells 4 and 6 Could Operate Simultaneously for Short Duration; Not Recommended for Long Duration



ALTERNATIVE B:

Drill New Well 6
and Connect to
Existing Well 4
WTP

ADVANTAGES

Additional Well for Future
Backup Supply – Allows for
Abandonment of Well 4 After
LM Connection

Utilizing Existing WTP is
Cost Effective and Shortens
Schedule

DISADVANTAGES

Limitations for Operating Two
1,000 gpm Wells
Simultaneously for Long
Durations

Long Raw Water Main

Does Not Improve Treatment
Plant Redundancy/Reliability



IMPLEMENTATION TIME: 1.5 – 2.5 Years to Become Operational



PRELIMINARY COST ESTIMATE: \$6,850,000





ALTERNATIVE C: Drill New Well 6 and Construct Well 6 WTP

- New 1,000 gpm Well
- New Cation Exchange WTP – Similar to Existing WTPs



ALTERNATIVE C: Drill New Well 6 and Construct Well 6 WTP

New 1,000 gpm Well 6
and Cation Exchange
WTP

ADVANTAGES

Additional Well for Future
Backup Supply

Additional Water Treatment
Redundancy/Reliability

Less Concern About
Interference with Other
Deep Wells

DISADVANTAGES

Highest Cost Alternative

Longest Anticipated
Implementation Time



IMPLEMENTATION TIME: 2.5 – 3 Years to Become Operational



PRELIMINARY COST ESTIMATE: \$11,130,000





SUMMARY AND RECOMMENDATIONS



ADDITIONAL CONSIDERATIONS

Long-Term Backup Well Supply Needs

- ◆ 2050 LRI ADD Projected Water Use: ~3.8 MGD (~2,640 gpm)
 - Equates to 3 Deep Wells, Plus 1 Additional For Backup
 - Currently Have 4 Deep Wells (4, 7, 8 & 9)
- ◆ Long-Term Performance and Water Quality Concerns for Well 4
 - Benefits for Drilling New Well Soon and Abandoning Well 4 After Lake Michigan Connection

Current Development Activity and Anticipated Growth/Timing

- ◆ Growth of ~500 P.E. in 2022
- ◆ Any Changes/Increase May Accelerate Need for Additional Water Source

Impact of Potential Industrial Demands and Timing

- ◆ Phase I – 1,000 PE; Total Needs – TBD
- ◆ Timing of Phase I Along with Current Growth Pattern



ALTERNATIVES COMPARISON

ALTERNATIVE A



Interconnection with
Montgomery



**IMPLEMENTATION
TIME:** 1 – 2 Years



**PRELIMINARY COST
ESTIMATE:** \$880,000

ALTERNATIVE B



Drill New Well 6 and
Connect to Well 4 WTP



**IMPLEMENTATION
TIME:** 1.5 – 2.5 Years



**PRELIMINARY COST
ESTIMATE:** \$6,850,000

ALTERNATIVE C



Drill New Well 6 and
Construct Well 6 WTP



**IMPLEMENTATION
TIME:** 2.5 – 3 Years



**PRELIMINARY COST
ESTIMATE:**
\$11,130,000



IMMEDIATE RECOMMENDATION

Alternative B:

Construct New Well and Connect to Well 4 WTP as an Additional Supply Source Short-Term and Backup Supply Source Long-Term, Post-Lake Michigan Connection



NEAR FUTURE RECOMMENDATION

Alternative A: Construct
Interconnection with
Montgomery to be Used as a
Mutually Beneficial Emergency
Supply Source Short- and
Long-Term





**Questions or
Comments?**



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

Agenda Item Number

New Business #4

Tracking Number

PW 2023-27

Agenda Item Summary Memo

Title: Lake Michigan WIFIA Letter of Interest – Engineering Agreement

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

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 16, 2023
Subject: WIFIA Letter of Interest – engineering agreement

Summary

Consideration of a professional services agreement with EEI and their subconsultant Stantec for the first phase (Letter of Interest – LOI) of the WIFIA program.

Background

This item was last discussed by the City Council at the March 14th City Council meeting during the FY 24 budget presentation. The City Council briefly saw the first draft of a Lake Michigan Water Source Project capital improvement plan and discussed the WIFIA impacts of population thresholds under the special census discussion. In short, the City Council needs to move on submitting a letter of interest to the EPA and the WIFIA program in order to meet our construction and funding timelines next year. The WIFIA application process is somewhat technical, and so we've asked EEI and their subconsultant Stantec (who has completed WIFIA loans for other municipalities) to manage our application process.

Accordingly, EEI has submitted a professional services agreement for the first phase of the WIFIA loan application, which is a letter of interest. The agreement contains a fixed fee of \$30,000 and is included in both the FY 23 and FY 24 budgets.

This LOI phase of the process will take 8-12 weeks, and the EPA will review our overall construction plan and funding eligibility and give us preliminary feedback on the program. At the end of the EPA review of our LOI, they will sign off on a number of application components and invite us to formally apply for a loan at the end of the LOI process. That loan process will have its own professional services agreement, will take 9-12 months and will end with loan closing and the City having access to bond proceeds.

Recommendation

Staff recommends approval of the professional services agreement with EEI and their subconsultant Stantec for the first phase (Letter of Interest – LOI) of the WIFIA program.

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES
LAKE MICHIGAN – WIFIA LOI**

This Agreement, made this _____ day of _____, 20____ by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the “CITY”) and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the “ENGINEER”).

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the scope of services described in Attachment B.
2. Direction: The City Administrator or his written designee, shall act as the CITY’S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment C. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$30,000.
4. Term: The term of this Agreement shall be active through April 30, 2024, unless otherwise extended through written confirmation by both parties. It is anticipated that this work will be complete within eight (8) weeks of notice to proceed.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated 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 calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.

8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The *CITY*:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Bart Olson
City Administrator

The *ENGINEER*:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Brad Sanderson, P.E.

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

UNITED CITY OF YORKVILLE:

ENGINEERING ENTERPRISES, INC.:

John Purcell, Mayor

Brad Sanderson, COO/President

ATTEST:

ATTEST:

Title: _____

Administrative 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

Introduction:

The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC).

The City has identified the USEPA WIFIA program as a viable option for project financing. In order to determine if the project is eligible, a letter of interest is required to be prepared and submitted.

The proposed work items for this project are as follows:

WIFIA LETTER OF INTEREST SUPPORT

- 1.1 Project Administration and Meetings.
- 1.2 Letter of Interest development and coordination with Waterlink Partners and Stantec.
- 1.3 Coordination with agencies, workshops and/or presentations regarding funding options.

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the 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						YO2311-P		
PROJECT TITLE						DATE	PREPARED BY	
Lake Michigan WIFIA LOI						3/10/23	BPS	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE						HOURS	COST
		RATE	\$228	\$223	\$194	\$154							
WIFIA LETTER OF INTEREST SUPPORT													
1.1	Project Administration and Meetings		6	6								12	\$ 2,706
1.2	Letter of Interest Development and Coordination		6	6	10	10						32	\$ 6,186
1.3	Coordination with Agencies, Workshops and/or Presentations		2	4	4	4						14	\$ 2,740
WIFIA Letter of Interest Support Subtotal:			14	16	14	14	-	-	-	-	-	58	\$ 11,632
PROJECT TOTAL:			14	16	14	14	-	-	-	-	-	58	11,632

LABOR SUMMARY	
EEL Labor Expenses =	\$ 11,632
TOTAL LABOR EXPENSES	\$ 11,632

DIRECT EXPENSES	
Printing/Scanning =	\$ 50
Mileage =	-
DIRECT EXPENSES =	\$ 50

SUBCONSULTANT EXPENSES	
Stantec (WIFIA Funding) =	\$ 18,300
SUBCONSULTANT EXPENSES =	\$ 18,300

TOTAL COSTS	\$ 29,982
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Stantec Consulting Services Inc.
350 North Orleans Street, Suite 1301
Chicago IL 60654-1983

March 3, 2023

Project/File: City of Yorkville Funding Support Services - WIFIA Letter of Interest

Jeffrey Freeman

52 Wheeler Rd. Sugar Grove, IL 60554

Dear Jeff Freeman,

Reference: City of Yorkville Funding Support Services – WIFIA Letter of Interest

Stantec Consulting Services Inc. is pleased to submit a proposal to Engineering Enterprises, Inc. (EEI) to provide funding support services for the City of Yorkville, Illinois alternative water source project.

Funding Support Services

Stantec will perform the services as described below to support EEI's request.

Task 1 – WIFIA Letter of Interest Support

As requested, Stantec will lead the development, submittal, and coordination with WIFIA staff for the WIFIA Letter of Interest with support from EEI and the City. As needed funding support services may consist of, but not limited to:

- Review of existing City documentation and identification of gaps for LOI
- Letter of Interest development in coordination with Montgomery and Oswego
- Meeting attendance, coordination with agencies, and workshops and/or presentations regarding funding support options.

Anticipated schedule for this task is 8 weeks after Notice to Proceed.

Task 1 - Deliverables

1. Letter of Interest Package

Basis for Compensation

Table 1 summarizes Stantec's estimate level of effort and fee for performing these services. Compensation will be based on Time and Materials. Total compensation for these services will not exceed \$18,300.00 without prior written approval from EEI.

Reference: City of Yorkville Funding Support Services

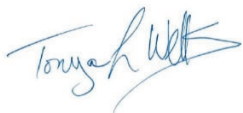
Table 1 – Estimated Level of Effort and Fee

Task	Labor Hours	Labor Billings	Direct Cost Billings	Total Billings
<i>Task 1 – WIFIA Letter of Interest Support</i>	102	\$18,200.00		
Total All Tasks	102	\$18,200.00	\$100.00	\$18,300.00
Total Labor Billings	\$18,200.00			
Reimbursable Direct Costs	\$100.00			
Total Fee	\$18,300.00			

Thank you for this opportunity to be of assistance to EEI. Please indicate your acceptance of this proposal and the attached terms and conditions by signing this letter proposal in the space below and return one fully executed copy to my attention. Should you have any questions regarding this proposal, please feel to contact me.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Tonya Wells PE, CFM
Business Center Practice Leader
Phone: (312) 262-2220
Mobile: 773-718-6578
tonya.wells@stantec.com

Attachment: Attachment 1 Professional Services Terms and Conditions

Reference: City of Yorkville Funding Support Services

By signing this proposal, Engineering Enterprises, Inc. _____ authorizes Stantec to proceed
Client Company Name
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature

Attachment 1



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



Engineering Enterprises, Inc.

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

Agenda Item Number

New Business #5

Tracking Number

PW 2023-28

Agenda Item Summary Memo

Title: Seal Coat Machine Purchase

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

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 9, 2023
Subject: Seal Coat Machine Purchase

Summary

Staff is proposing a sole source purchase of a seal coat machine for maintenance of all city trails and parking lots. These funds are in the FY 24 proposed budget in the amount of \$75,000.

Background

Last year, staff proposed this purchase to save money over hiring this out. Unfortunately, we were unable to purchase the unit in time to perform the work before the weather was not conducive to seal coating due to long build times. Staff then requested that the purchase be carried forward to the FY 24 budget and ordered now to make sure to have the machine in time to use it this summer. Currently, the lead time for the machine is between 8-12 weeks with 8 weeks being the norm. This would allow us to take possession of the machine in June/July and be able to have the scheduled sealing done well before the weather turns cold.

Staff looked at many options but lead times for building the machines and the location of the machines led us to ask the permission to sole source purchase a unit from SealMaster in Streamwood. SealMaster is a nationwide company with 6 locations in Illinois, including one in Plainfield where we currently get our seal coat supplies. With such specialized equipment, staff would recommend that we purchase a well-known brand that we can have serviced locally.

This will be the first time that the city will own this type of equipment. In the past, we have performed the work by hand, or hired it out as was proposed, but not completed, for this past fiscal year. With all the trails we must maintain along the state highways coupled with our own trails and parking lots, it makes sense to purchase the equipment needed to maintain our infrastructure on a regular basis. I have attached a worksheet outlining the cost difference between contracting this work out and performing it in house. I used a 5 year rotation for performing the work with a 5% increase in cost each year. As you can see, performing the work in house is proposed to save the city \$173,000 over the course of the full 5 year rotation.

There is currently \$75,000 budgeted for this purchase in the proposed FY 24 budget in the PW Capital fund in the equipment line item. In addition to budgeting funds for the equipment purchase, we have budgeted \$25,000 for supplies such as the seal coat material, paint, squeegees, blowers, and edgers.

Staff is seeking approval of this purchase through a super-majority vote since it is a single source bid. As a comparison, I have attached one other quote we received which was close to the same price and the lead time was 6 months. This company was also located in Pennsylvania.

Recommendation

Staff recommends the purchase of a Sealmaster SP 300 Dual Spray Squeegee Machine with 28 gallon water system from SealMaster Pavement Products and Equipment of Streamwood, IL in a cost not to exceed \$72,265.00.

Estimate



375 Roma Jean Pkwy
Streamwood, IL 60107
630-372-8300
630-372-2600 Fax

Date	Estimate #
3/1/2023	9583

Name / Address
United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Ship To
United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

			Terms	Project
			Net 30	
Qty	Item	Description	Price	Total
1	E1000	*8 Week Delivery Time Item Not In Stock	70,790.00	70,790.00T
1	Freight	*Equipment, SP 300 Dual Spray Squeegee Machine Freight-Delivery TBD	0.00	0.00
1	P50402	Add On Options Water System- 28 Gallons	1,475.00	1,475.00T
			Subtotal	\$72,265.00
			Sales Tax (0.0%)	\$0.00
			Total	\$72,265.00



Shown with water option

SP 300 SQUEEGEE MACHINE

THE "WORKHORSE" OF SQUEEGEE MACHINES WITH A 320 GALLON CAPACITY

DESIGNED TO MIX AND APPLY PAVEMENT SEALERS WITH OR WITHOUT SAND

SP 300 Features:

- Round tank design with true full-sweep agitation and rubber wiper blades
- Quick change floating squeegee assembly with rear-angling squeegee (windrow feature) and front box squeegee
- Rear wheel drive for added traction and easier trailer loading
- Power steering for ease of maneuvering
- Easy-open, butterfly sealer discharge valves
- Diesel engine optional (21.6 HP Kubota)
- Emergency brake



PRODUCT #	DESCRIPTION	WEIGHT
E1020	SP 300	3,320 lbs.
E9000	Blocking / Bracing Charge	400 lbs.

Options:

P50335	Diesel Engine
P50402	28 Gallon Water System

* Call for pricing

Very Important

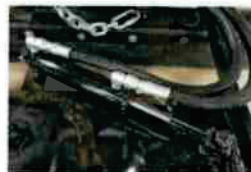
SPECIFICATIONS:

Height	65"
Width	63"
Length	140"
Wheel Base	60"
Squeegee width	93"
Weight	3,320 lbs.
Material Tank Capacity	320 gallons
Water Tank Capacity Option	28 gallons
Engine	CH730 Kohler

STANDARD FEATURES:



User-Friendly Control Panel



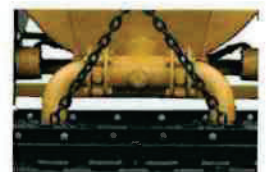
Hydraulic Shift for Angling the Squeegee



Rear Wheel Direct-Drive



Power Steering



Dual Easy-Open Butterfly Sealer Discharge Valves

Eric Dhuse

From: Jason Mixell <JMixell@nealcoequipment.com>
Sent: Tuesday, February 7, 2023 10:46 AM
To: Eric Dhuse
Subject: RE: Customer Inquiry
Attachments: SBInsert_MAV-350.pdf

ACT.
QUOTE

Our MAV-350 is \$69,900 and is currently an 8 month wait at minimum.

Jason Mixell

jmixell@nealcoequipment.com



1 Schwenk Drive
P.O. Box 279
Shippensburg, PA 17257
Toll-Free: 1-866-351-6325
Phone: 717-532-2439 • **Fax:** 717-530-8158
www.nealcoequipment.com



From: Eric Dhuse <edhuse@yorkville.il.us>
Sent: Tuesday, January 31, 2023 9:06 AM
To: Jason Mixell <JMixell@nealcoequipment.com>
Subject: Customer Inquiry

You don't often get email from edhuse@yorkville.il.us. [Learn why this is important](#)

Customer Inquiry

Message

We are interested in a ride on machine for trail and parking lot sealing.

Name

Eric Dhuse

Phone

6305534370



Sealcoat Systems

Follow us

The "ORIGINAL" Neal

1-866-351-6325

www.nealcoequipment.com

P.O. BOX 279, SHIPPENSBURG, PA 17257 • PH 717-532-2439 • FAX 717-530-8158 • CUSTOMERSERVICE@NEALCOEQUIPMENT.COM

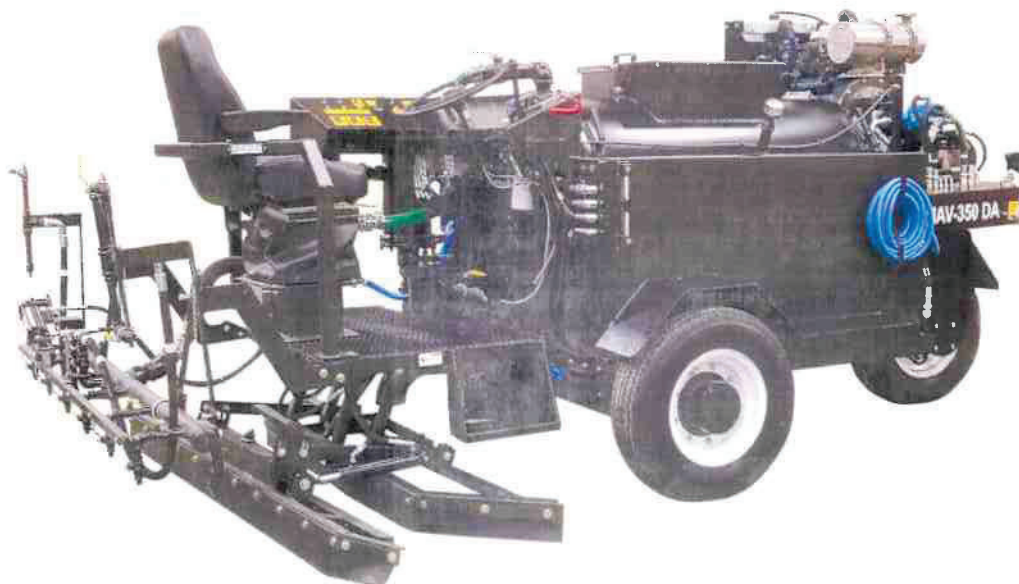
MAV (Multi Application Vehicle) SYSTEMS

Model	Length Body / Overall	Width Body / Overall	Height	Weight (Empty)	Capacity
MAV-350DA	137 in. / 168 in.	73 in. / 93 in.	94 in.	4400 lbs.	350 gal.
MAV-350SM	139 in. / 155 in.	73 in. / 93 in.	94 in.	3900 lbs.	350 gal.

DA: Dual Application (Squeegee / Spray)

SM: Squeegee Machine

MAV (Multi Application Vehicle) SYSTEMS	
Engine	Kubota 33hp diesel electronic engine Water-cooled, computer controlled Ignition
Frame	3 in. square tube steel frame
Tank	42 in. dia. 3/16" steel tank with our standard full sweep agitation
Fuel	Diesel #2 20-gal. tank capacity with water separator and digital capacity read out
Water / Fog	Fogger system and cleanup hose with 30-gal. stainless steel tank
Drive System	Rear wheels powered by Nachi motors. 36.5:1 gearbox and 3050 ft./lb. torque
Steering System	Hydraulic rotary actuator for true rack and pinion steering
Additional Specs	<ul style="list-style-type: none"> • Medium backed cushion seat w/mechanical suspension and arm rests • Lights: front flood lights and rear amber beacon lights, optional rear flood lights • Open control center -- sit or stand with comfortable control • ESSP 100 GPM pumping system, NEALCO® no-drip spray bar • Squeegee assembly lifts up to 9 in. for loading on trailer • Assembly floats for even coverage on imperfect asphalt



From the ground up we set out to answer all of the flaws with the DA machines. The result is the MAV, or Multi-Application Vehicle. This machine is the complete package for your worksite and with it's modular construction it can grow and expand with your needs. We started with a 3' steel frame so the weight is distributed better and for easier modification. Then we addressed the torque problems so it could drive up trailer ramps when full.

- A 3" square tube frame allows better weight distribution while allowing for easier future additions and modifications.
- The 42" diameter 3/16" steel tank allows for true full sweep agitation. Just like all NEALCO® models.
- Nachi rear wheel drive motors provide enough torque to drive up trailer ramps, even when fully loaded. These motors brake in neutral and upon power loss, but cushions to stop so you don't get jerked around.
- Passive "kill" switch connects to operator with a lanyard and shuts off ALL power in emergency.
- True rack-and-pinion steering holds position so you won't need to constantly correct the wheel, even around turns. 150° front wheel pivot gives you the tightest turning radius possible without the "oversteering jam up" that 180° creates.
- 33 hp Electronic Diesel Kubota gives unparalleled power and the most efficient and environmentally friendly power on the market.
- Digital gauge gives you all the same information you get in the dash of your vehicle: oil temp/pressure, water, fuel level, tach, just to name a few.
- 50-gallon hydraulic reservoir ensures your system will run cool and efficient.
- 20-gallon fuel tank means less time worrying about having enough diesel to finish a job.
- 30-gallon stainless steel water tank allows you to use the fog system effectively and still have plenty of clean up water afterwards.
- Larger 28" diameter tires gives you plenty of speed without losing the torque and suspension you need for unstoppable, comfortable performance.
- Open "cockpit" style control center features a mechanical suspension seat and plenty of room to stand if you wish, all controls in one location for comfortable and safe control, and even a cup holder and USB charging ports are standard!
- ESSP 100 GPM pump system with 50' hose and wand and the same no-drip spray-bar NEALCO® is known for.
- Squeegee system floats so those dips in asphalt no longer get uneven coverage. And the squeegee assembly lifts full 9" for clearance when loading and unloading.
- The butterfly valve pour spout is controlled with a 12v pedal so you don't twist your ankle trying to open it.
- Front facing flood lights and 300° beacon lights are standard on MAV models.

As with all NEALCO® models the MAV was designed with direct customer input.
If you have solutions that require customizing call us to discuss. NEALCO® can help.



Year 1 Striping and Sealcoating Contractor Costs							
Location	Area (sy)	Seal Cost Per Square Yard	Sealcost Cost	Striping/ linear ft	Stripe Cost Per Linear Ft.	Striping Cost	Total Cost
South Main St.	300	\$1.20	\$360.00	300	\$5.50	\$1,650.00	\$2,010.00
Old Jail lot	600	\$1.20	\$720.00	360	\$5.50	\$1,980.00	\$2,700.00
VAC Lot	3,235	\$1.20	\$3,882.00	1,520	\$5.50	\$8,360.00	\$12,242.00
East Alley	3,800	\$1.20	\$4,560.00	1,100	\$5.50	\$6,050.00	\$10,610.00
Hydrualic and 47	1,200	\$1.20	\$1,440.00	600	\$5.50	\$3,300.00	\$4,740.00
Rt. 47 Trail	13,489	\$1.20	\$16,186.80				\$16,186.80
Rt. 34 West Trail	11,200	\$1.20	\$13,440.00				\$13,440.00
Rice River's Edge	673	\$1.20	\$807.60				\$807.60
Van Emmon	750	\$1.20	\$900.00				\$900.00
Parks Garage	4,000	\$1.20	\$4,800.00	560	\$5.50	\$3,080.00	\$7,880.00
							\$71,516.40

Year 2 Striping and Sealcoating Contractor Costs							
Location	Area (sy)	Seal Cost Per Square Yard	Sealcost Cost	Striping/ linear ft	Stripe Cost Per Linear Ft.	Striping Cost	Total Cost
Beecher Center	4,800	\$1.26	\$6,048.00	1,960	\$5.78	\$11,319.00	\$17,367.00
Library	3,500	\$1.26	\$4,410.00	1,520	\$5.78	\$8,778.00	\$13,188.00
City Hall/Police Dept.	3,100	\$1.26	\$3,906.00	1,400	\$5.78	\$8,085.00	\$11,991.00
Kennedy Rd. Trail	16,356	\$1.26	\$20,608.56				\$20,608.56
Blackberry Shore Lane	1,555	\$1.26	\$1,959.30				\$1,959.30
Cannonball Trail	2,222	\$1.26	\$2,799.72				\$2,799.72
Clark E. Main St.	136	\$1.26	\$171.36				\$171.36
Clark Parking Lot	186	\$1.26	\$234.36				\$234.36
							\$68,319.30

[illegible]

Year 4 Striping and Sealcoating Contractor Costs							
Location	Area (sy)	Seal Cost Per Square Yard	Sealcost Cost	Striping/ linear ft	Stripe Cost Per Linear Ft.	Striping Cost	Total Cost
Bristol Bay Parking Lot	3,850	\$1.39	\$5,348.23	2,100	\$6.37	\$13,370.57	\$18,718.80
Rotary Parking Lot	2185	\$1.39	\$3,035.29	1,000	\$6.37	\$6,366.94	\$9,402.23
Bristol Bay Driveway	3,177	\$1.39	\$4,413.33				\$4,413.33
Raging Waves	1,333	\$1.39	\$1,851.74				\$1,851.74
North Tower	665	\$1.39	\$923.78				\$923.78
Well 8 & 9 Treatment Facility	2,250	\$1.39	\$3,125.59				\$3,125.59
Bristol Bay Trail	14,163	\$1.39	\$19,674.53				\$19,674.53
Rotary Path	2953	\$1.39	\$4,102.16				\$4,102.16
McClellen to Stepping Stone	7605	\$1.39	\$10,564.49				\$10,564.49
Tuscany Trail	3333	\$1.39	\$4,630.04				\$4,630.04
Freedom Pl/Grande Tr.	1250	\$1.39	\$1,736.44				\$1,736.44
							\$79,143.12

Location	Area (sy)	Seal Cost Per Square Yard	Sealcost Cost	Striping/ linear ft	Stripe Cost Per Linear Ft.	Striping Cost	Total Cost
Riverfront Building	1,500	\$1.46	\$2,187.91	760	\$6.69	\$5,080.82	\$7,268.73
Riverfront East Parking	4,100	\$1.46	\$5,980.29	1,600	\$6.69	\$10,696.46	\$16,676.75
Rivers Edge Lift Station	50	\$1.46	\$72.93				\$72.93
Raintree Lift Station	50	\$1.46	\$72.93				\$72.93
Prestwick Lift Station	700	\$1.46	\$1,021.03				\$1,021.03
Beaver St. Booster Station	300	\$1.46	\$437.58				\$437.58
Well 7 Treatment Facility	2,200	\$1.46	\$3,208.94				\$3,208.94
Raintree Booster Station	100	\$1.46	\$145.86				\$145.86
Rt. 71	10,400	\$1.46	\$15,169.52				\$15,169.52
Raintree Village Trail	7,400	\$1.46	\$10,793.70				\$10,793.70
Windett Ridge	3,300	\$1.46	\$4,813.40				\$4,813.40
River's Edge	1,600	\$1.46	\$2,333.77				\$2,333.77
Rt. 126	1,200	\$1.46	\$1,750.33				\$1,750.33
Sunflower	383	\$1.46	\$558.65				\$558.65
Riverfront Path	19	\$1.46	\$27.71				\$27.71
Riverfront Path 1	33	\$1.46	\$48.13				\$48.13
Riverfront Path 2	127	\$1.46	\$185.24				\$185.24
Riverfront Path 3	263	\$1.46	\$383.61				\$383.61
Kiwanis Country Hills	371	\$1.46	\$541.14				\$541.14
Crawford River's Edge	1440	\$1.46	\$2,100.39				\$2,100.39
Rec. Offices	1,900	\$1.46	\$2,771.35	500	\$5.00	\$2,500.00	\$5,271.35
							\$72,881.70
						Total Cycle Cost	\$370,487.29

[illegible]

Year 5 Striping and Sealcoating City Costs							
Location	Area (sy)	Seal Cost Per Square Yard	Sealcost Cost	Striping/ linear ft	Stripe Cost Per Linear Ft.	Striping Cost	Total Cost
Riverfront Building	1,500	\$0.49	\$729.30	760	\$1.58	\$1,200.92	\$1,930.22
Riverfront East Parking	4,100	\$0.49	\$1,993.43	1,600	\$1.58	\$2,528.25	\$4,521.68
Rivers Edge Lift Station	50	\$0.49	\$24.31				\$24.31
Raintree Lift Station	50	\$0.49	\$24.31				\$24.31
Prestwick Lift Station	700	\$0.49	\$340.34				\$340.34
Beaver St. Booster Station	300	\$0.49	\$145.86				\$145.86
Well 7 Treatment Facility	2,200	\$0.49	\$1,069.65				\$1,069.65
Raintree Booster Station	100	\$0.49	\$48.62				\$48.62
Rt. 71	10,400	\$0.49	\$5,056.51				\$5,056.51
Raintree Village Trail	7,400	\$0.49	\$3,597.90				\$3,597.90
Windett Ridge	3,300	\$0.49	\$1,604.47				\$1,604.47
River's Edge	1,600	\$0.49	\$777.92				\$777.92
Rt. 126	1,200	\$0.49	\$583.44				\$583.44
Sunflower	383	\$0.49	\$186.22				\$186.22
Riverfront Path	19	\$0.49	\$9.24				\$9.24
Riverfront Path 1	33	\$0.49	\$16.04				\$16.04
Riverfront Path 2	127	\$0.49	\$61.75				\$61.75
Riverfront Path 3	263	\$0.49	\$127.87				\$127.87
Kiwanis Country Hills	371	\$0.49	\$180.38				\$180.38
Crawford River's Edge	1440	\$0.49	\$700.13				\$700.13
Rec. Offices	1,900	\$0.49	\$923.78	500	\$1.00	\$500.00	\$1,423.78
							\$22,430.65
						Cycle Cost	\$112,767
						Seal Coat Machine	\$75,000
						Striping Machine	\$9,000
						Total Cycle Cost	\$196,767



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

Agenda Item Number

New Business #6

Tracking Number

PW 2023-29

Agenda Item Summary Memo

Title: Compact Wheel Loader Purchase and Disposal of Surplus Equipment

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

Synopsis: Proposed trade-in of skid steer and purchase of compact wheel loader

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 8, 2023
Subject: Purchase and Trade in of Equipment

Summary

Staff is proposing to trade in our 2020 Bobcat S76 Skid Steer for a new Bobcat L85 compact wheel loader. This is a pre-order for the FY24 budget year due to a 6 month build time.

Background

Currently, PW has 2 skid steers in their fleet. We have a Bobcat S76 (photo 1) and a Takeuchi T8 (photo 2). The bobcat is a rubber tire machine that is much larger and able to lift heavier loads. The Takeuchi is a track machine that is great for grading and small dirt jobs that require a smaller machine. We have utilized 2 machines since 2015 and have kept both machines busy between the PW and Parks department.

PW currently uses the Bobcat machine for brush pick up, sidewalk repairs, street patching, stump grinding, shoulder grading, grading, loading material, leaf pickup, and snow removal, etc. The machine is very good at all these tasks, but staff feels that a compact wheel loader would be more efficient and would be more suited to what we do. The biggest area of improvement would be brush pickup and leaf pickup. The maneuverability, speed, field of vision for the driver are far superior in the compact loader, and the wear and tear would be much less because of the design of the machine. The compact loader is articulated which allows it to turn without creating the drag or friction as a skid steer does with hydraulic steering. When using the skid steer on asphalt, we average a set of replacement tires per year at a cost of approximately \$1500 per set. By comparison, we only changed 1 set of tires on our full-sized wheel loader in 15 years. Staff understands that this comparison is not a truly apples to apples because of the size difference, but we feel the design will greatly lessen the wear and tear and save us money.

This purchase is proposed as part of the FY 24 budget, but staff is asking to order now due to a 6 month build time. This would put delivery close to October which would help for leaf pickup this year and for the next snow removal season which would be right around the corner.

This would be a sole source quote which would require a supermajority vote. We have a great relationship with Atlas Bobcat for sales and service for years. They have a location and service center on Beaver St. in the industrial park which is very convenient for us. We have utilized Bobcat skid steers since our first purchase back in the very early 2000's and have been very happy. Currently, we also have many attachments for the skid steer that will mount right to the compact loader. These attachments are a grader, stump grinder, breaker bar, snow pusher, and broom. Using these attachments with the loader will allow for much better sight lines for the operator. If we were to go to another brand of tractor, the attachments would not work. We would need to sell the current attachments and buy new.

I have compared the price of this machine with other comparable machines from Caterpillar and John Deere and found this machine tends to be less expensive than the big-name

tractors. The cost of this machine is quoted at \$86,476 and our skid steer has a trade in value of \$40,000 making the impact to the budget \$46,476.

Recommendation

Staff recommends the purchase of a Bobcat L85 Compact Wheel Loader from Atlas Bobcat at a cost not to exceed \$86,476. Staff Also recommends accepting the trade in offer of \$40,000 for our Bobcat S76 Skid steer SN – B4CD11787.



Photo 1 - Bobcat S76 Skid Steer.



Photo 2 – Takeuchi T8 Skid Steer



Photo 3 – Bobcat L85 compact loader.



Product Quotation

Quotation Number: 41515D041683

Date: 2022-10-28 11:50:13

Ship to	Bobcat Dealer	Bill To
City of Yorkville Attn: John Sleezer 800 Game Farm Rd. Yorkville, IL 60560 Phone: 630.553.4370 Fax: 630.553.4377	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	City of Yorkville Attn: John Sleezer 800 Game Farm Rd. Yorkville, IL 60560 Phone: 630.553.4370 Fax: 630.553.4377

Description	Part No	Qty	Price Ea.	Total
Bobcat L85 Compact Wheel Loader 2" Retractable Seat Belt 68 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC) Advanced Attachment Mode (Remote Hand Throttle) Articulation Lock Bar Automatic Park Brake with Slope Assist Auxiliary Hydraulics with pressure release couplers Back-up Alarm Battery Disconnect Switch Bobcat Standard 5" Display Bucket Level Indicator Cup Holders Differential Lock Dual Quick Charge USB / 12 V power outlet Engine and Hydraulics Systems De-rate Front Horn Glow Plugs Inching Pedal Instrumentation: Hourmeter, RPM, System Voltage; Engine Temperature and Fuel Gauges; Warning Lights	M0703	1	\$75,904.00	\$75,904.00
	Interior Storage Compartments Keyless Ignition Lift Arm Support Machine IQ Ready (device is an accessory) Mudguards Operator Canopy: Roll Over Protective Structure (ROPS) meets ISO 3471; Falling Object Protective Structure (FOPS) meets ISO 3449 Level II Power Bob-Tach Retrieval Pin Road Lights - Halogen (Front) Side Rear View Mirrors Spark Arrester Muffler Standard 405/70 R18 Tires High Flow Auxiliary Hydraulics with pressure release coupler Tie Down Points Tilt and Telescoping Steering Column Two Speed Travel Vinyl Suspension Seat Work lights - LED (2 front & 2 rear) Z-Bar Mechanical Self Leveling			
HVAC Cab Comfort Package Enclosed Cab with HVAC Front and rear wiper / washer Dome light Rear defrost	M0703-P01-C02	1	\$6,575.00	\$6,575.00
	Automatic Ride Control Attachment Control Device (7 pin connector) Radio Ready Cloth suspension Seat			
L85 General Purpose Bucket	7427815	1	\$3,997.00	\$3,997.00
Total of Items Quoted				\$86,476.00
Quote Total - US dollars				\$86,476.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Sales Rep.		Todd Swartz		Make		Bobcat	
Date		30-Aug		Model		S76	
Seller Information		City of Yorkville		S/N		B4CD11787	
Address		800 Game Farm Rd		Year		2020	
City		Yorkville		Hr. Mtr		769	
State		IL		Trade In		X	
Zip				Used			
Phone				Rental Fleet			
Fax				Other			
Contact		John Sleezer					
Application Used in:							
ENGINE:		AXLES/DRIVE MOTORS		HYDRAULIC CYCLINDERS		HYDROSTATIC DRIVES:	
Make	Bobcat	Dry	X	Good	X	RIGHT:	
Gas/Diesel	Diesel	Leaking		Leak		Strong	X
Good/Bad	Good	TIRES/TRACK		Bent		Weak	
Blow-by?		Standard	X	LOADER ARMS:		Out	
Smokes		Size		Straight	X	LEFT:	
Leaks		Floats		Bent		Strong	X
BATTERY:		Hard Rubber		Welded		Weak	
Good	X	Tread Left %	90	Plated		Out	
Bad		Sprocket %		HYD PUMP			
MACHINE STARTS:		RIMS:		Good	X		
Yes	X	Bent		Poor			
No		Straight	X				
BUCKET:		OPTIONS:		SEAT:			
Width	74"	Pkg.	C68/P69	Good	X		
Condition	Good	Heat		Torn			
QUICK TACH:		HVAC	X				
Pin Cond		SJC	X	MISSING ITEMS (DESCRIBE)			
Good/Bad	Good	Power Bob	X				
ROPS:		Sound Pkg	X				
Bent		High Flow	X				
Straight	X	2 Speed	X				
Welded							
Rust							
MISC.							
Repairs Needed (Describe)			None				
Physical Appearance (Describe)							
Cracks or Welds (Describe)							
Attachment (Describe)							
Bid Date		Amount		By		Valid Thru	
2/10/2023		\$40,000.00		ECM		3/10/2023	

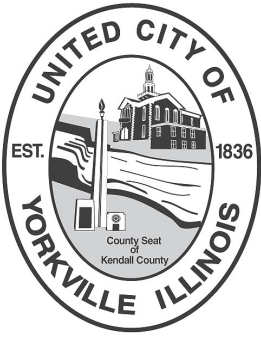
AGREED PURCHASED PRICE: \$ _____ *Evaluations after 90 Days are subject to re-inspection.*

I, the undersigned, hereby swear or affirm that I the "Seller" of the above equipment described herein and that the information provided in this Bill of Sale is true and correct to the best of my belief.

Signature of Seller: _____ **Date:** _____

Signature of Atlas Bobcat Rep: _____ **Date:** _____





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

Agenda Item Number

New Business #7

Tracking Number

PW 2023-30

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

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

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

Council Action Previously Taken:

Date of Action: CC – 03/22/22 Action Taken: Approved Resolution supporting Wyland Mayor's Challenge for Conservation

Item Number: PW 2022-30

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: March 21, 2023
Subject: Wyland National Mayors Challenge for Conservation

Summary

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

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 11th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018, 2019, 2020, 2021 and 2022. Yorkville placed 5th in 2018, and in 2022 Yorkville placed 5th in the 5,000-29,999 population category nation-wide!

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

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

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

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

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

Recommendation

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

Resolution No. 2023-_____

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

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

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

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

WHEREAS, the eighth annual National Mayor’s Challenge for Water Conservation presented by the Wyland Foundation with support from the U.S EPA WaterSense, The Toro Company, and the National League of Cities, is a non-profit challenge to residents to encourage pollution reduction and smart water use; and

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

WHEREAS, from April 1- 30, 2023, the City of Yorkville wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills; Residents will further be provided with tools to take specific measurable actions throughout the year to improve the sustainable use of natural resources;

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

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

Section 2. That the program is to be implemented from April 1- 30, 2023, through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

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

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



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

Agenda Item Number

New Business #8

Tracking Number

PW 2023-31

Agenda Item Summary Memo

Title: Lake Michigan Capital Improvement Plan Overview

Meeting and Date: Public Works Committee – March 21, 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:

ESTIMATED SCHEDULE

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UNITED CITY OF YORKVILLE
CAPITAL IMPROVEMENT PROGRAM FY2024-2028
PROJECT COST SUMMARY

2/22/2023

PROJECT FUNDING

Project Code	Project Title	FY24	FY25	FY26	FY27	FY28	Future Years	Total Cost	Funded		
									City	Grants / Developer	Unfunded
LM01	AWSS - IDNR Allocation	50,000	-	-	-	-	-	50,000	50,000	-	50,000
LM02	AWSS - Preliminary Engineering	150,000	-	-	-	-	-	150,000	150,000	-	150,000
LM03	Annual Water Audit / Non-Revenue Water Reduction Plan	40,000	42,000	44,000	46,000	48,000	50,000	270,000	270,000	-	270,000
LM04	Annual Leak Detection	40,000	42,000	44,000	46,000	48,000	50,000	270,000	270,000	-	270,000
LM05	Meter Retrofit Program	700,000	500,000	500,000	500,000	-	-	2,200,000	2,200,000	-	2,200,000
LM06	AWSS - Corrosion Control Study / Source Water Transfer Plan	335,000	345,000	178,000	-	-	-	858,000	858,000	-	858,000
LM07	DWC Water Transmission Mains	801,000	106,850,000	-	-	-	-	107,651,000	107,651,000	-	107,651,000
LM08	DWC Buy-In Costs	-	-	-	-	295,200	8,560,800	8,856,000	8,856,000	-	8,856,000
LM09	North Delivery Station and Receiving Station (BPS) and NE EWST Altitude Valve	-	151,000	203,000	2,117,000	2,182,000	-	4,653,000	4,653,000	-	4,653,000
LM10	North Receiving Station Ground Storage Tank (2.0 MG)	200,000	2,183,000	2,058,000	1,058,000	-	-	5,499,000	5,499,000	-	5,499,000
LM11	South Delivery Station and Receiving Station (BPS)	-	142,000	189,000	1,958,000	2,017,000	-	4,306,000	4,306,000	-	4,306,000
LM12	South Receiving Station Ground Storage Tank (2.0 MG)	300,000	2,182,000	2,058,000	1,058,000	-	-	5,598,000	5,598,000	-	5,598,000
LM13	Blue Stem Drive Water Main Improvements	34,000	413,000	-	-	-	-	447,000	447,000	-	447,000
LM14	Water Treatment Plant Decommissioning	-	-	-	19,000	233,000	453,000	705,000	705,000	-	705,000
LM15	Bi-Directional Flow Meters - BPS's and PRV's	-	-	25,000	115,000	-	-	140,000	140,000	-	140,000
LM16	Montgomery Interconnect	-	-	80,000	825,000	-	-	905,000	905,000	-	905,000
ANNUAL PROGRAM TOTALS		2,650,000	112,850,000	5,379,000	7,742,000	4,823,200	9,113,800	142,558,000	142,558,000	-	142,558,000

\\Milkysway\EEI_Storage\Docs\Public\Yorkville\2012\YO1227-C Capital Improvement Program\CIP Summary Workbooks\FY24-28\Lake Michigan\2. FY24-28-LM Summary Sheet with 5 year CIP.xlsx\SUMMARY

2024-2028 Capital Project Sheet

Project # **LM01**

Project Description **AWSS - IDNR Allocation**

Project summary, justification and alignment to Strategic Plan

An application for Lake Michigan allocation is needed to the IDNR.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering					50,000						50,000
Construction Engineering											-
Land Acquisition											-
Infrastructure											-
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					50,000	-	-	-	-	-	50,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

Project initiated in FY22.

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM02**

Project Description **AWSS - Preliminary Engineering and WIFIA**

Project summary, justification and alignment to Strategic Plan

Preliminary Engineering for the AWSS - DWC Improvements, including but not limited to: preparing conceptual site plan, updating EOPCC, and developing a phasing and implementation plan for the improvements.

This also includes WIFIA related LOI's and application.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering					125,000						125,000
Construction Engineering											-
Land Acquisition											-
Infrastructure											-
Building											-
Machinery/Equipment											-
Other/Miscellaneous					25,000						25,000
TOTAL COST					150,000	-	-	-	-	-	150,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

Project initiated in FY22.

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM04**

Project Description **Annual Leak Detection**

Project summary, justification and alignment to Strategic Plan

As required by the IDNR, an annual leak detection survey will need to be performed for the complete system.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering											-
Construction Engineering											-
Land Acquisition											-
Infrastructure											-
Building											-
Machinery/Equipment											-
Other/Miscellaneous					40,000	42,000	44,000	46,000	48,000	50,000	270,000
TOTAL COST					40,000	42,000	44,000	46,000	48,000	50,000	270,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM05**

Project Description **Meter Retrofit Program**

Project summary, justification and alignment to Strategic Plan

Meter accuracy is critical in reducing apparent losses with the water system as well as being able to capture revenue. We currently have over 700 meters are obsolete and can no longer be relied on and hundreds of meters that are still read manually each billing cycle. These meters are inaccurate and the reading method is inefficient. With Lake Michigan selected as the future water source, it will be necessary to upgrade the meters to collect accurate data to comply with non revenue water loss requirements. Meters have a useful life of approximately 15 years.

Cost Summary					FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
	New	Maintenance	Replacement	Expansion							
Design Engineering											-
Construction Engineering											-
Land Acquisition											-
Infrastructure	X				700,000	500,000	500,000	500,000			2,200,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					700,000	500,000	500,000	500,000	-	-	2,200,000

Funding Source(s)

	▼										-
	▼										-
	▼										-
	▼										-
TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

Project Not Initiated.

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

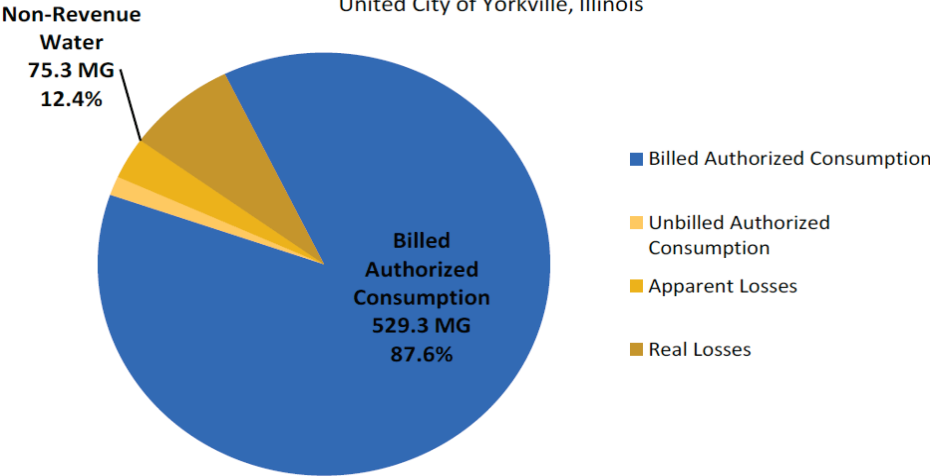
None

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project

2020 Water Supplied By Volume

United City of Yorkville, Illinois



2024-2028 Capital Project Sheet

Project # **LM06**

Project Description **AWSS - Corrosion Control Study / Source Water Transfer Plan**

Project summary, justification and alignment to Strategic Plan

Completion of a Corrosion Control Study/Source Water Transfer Plan (CCS/SWTP) would be required prior to switching to Lake Michigan as a source. This is required by the IEPA and is an evaluation of supply, treatment and distributions system components to determine corrosivity of water towards lead and copper, the impacts on the system, and recommended steps for minimizing the impacts. The Study would include a Desktop Study and likely also Demonstration Studies and Field Testing, in accordance with USEPA Lead and Copper Rule requirements and associated guidance.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering											-
Construction Engineering											-
Land Acquisition											-
Infrastructure	X				335,000	345,000	178,000				858,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					335,000	345,000	178,000	-	-	-	858,000

Funding Source(s)

Grant Reimb	▼										-
	▼										-
	▼										-
	▼										-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-	-	-	-

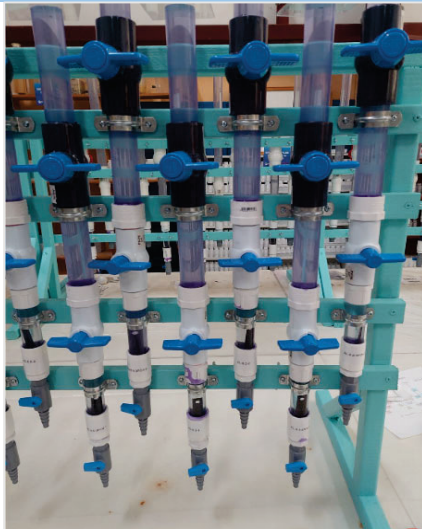
Project status and completed work

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

Federal Grant - TBD

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM07**

Project Description **DWC Water Transmission Mains**

Project summary, justification and alignment to Strategic Plan

This project consists of design and construction of the water transmission mains from DWC to both connection points on Yorkville's system (total cost to be shared between Yorkville, Montgomery, and Oswego - costs below reflect Yorkville's share of the total costs).

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x				801,000	3,301,000					4,102,000
Construction Engineering	x					4,249,000					4,249,000
Land Acquisition											-
Infrastructure	x					99,300,000					99,300,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					801,000	106,850,000	-	-	-	-	107,651,000

Funding Source(s)

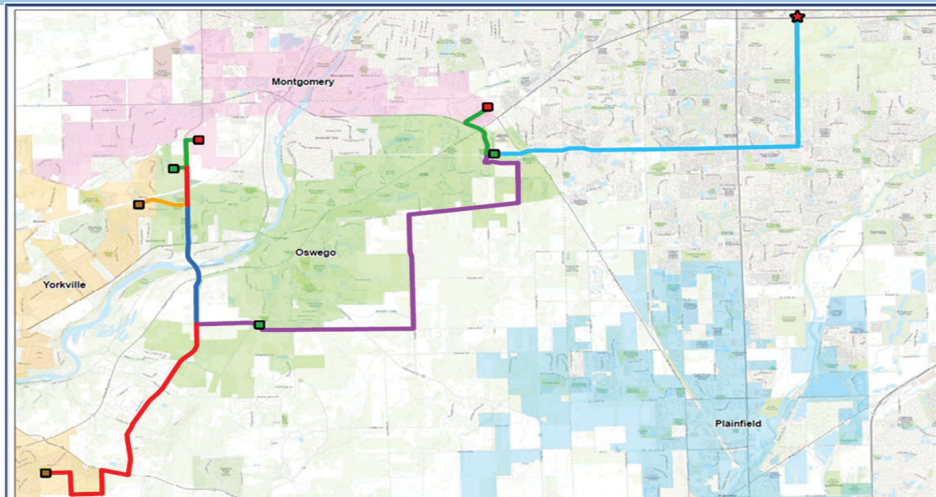
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TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM08**

Project Description **DWC Buy-In Costs**

Project summary, justification and alignment to Strategic Plan

Cost for Yorkville to connect to DWC (Buy-In Cost). Assumes all cost assigned to FY in which connection is made and Yorkville begins receiving water from DWC.

Costs are expected to be spread over 30 years.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering											-
Construction Engineering											-
Land Acquisition											-
Infrastructure	X								295,200	8,560,800	8,856,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					-	-	-	-	295,200	8,560,800	8,856,000

Funding Source(s)

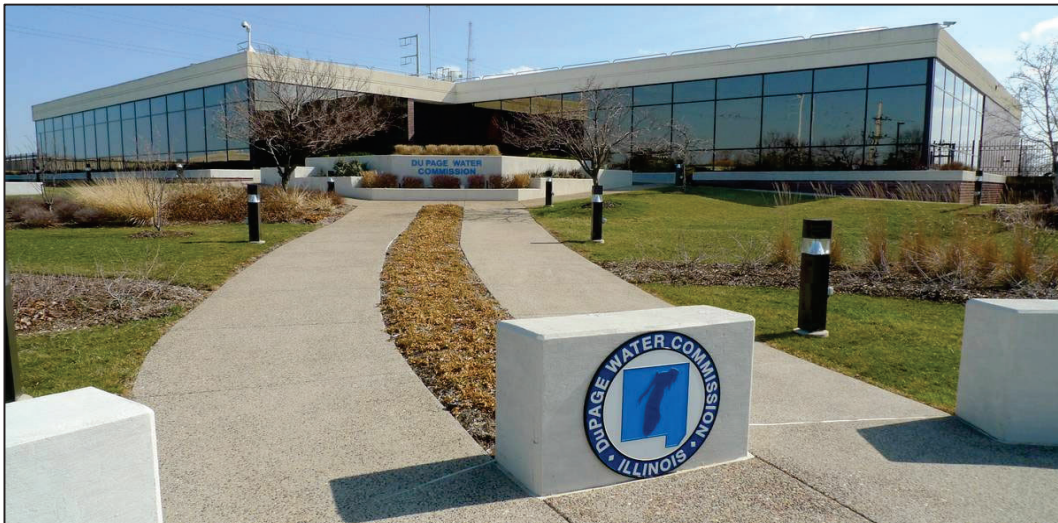
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	▼										-
TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM9**

Project Description **North Delivery and Receiving Station (BPS) and NE EWST Altitude Valve**

Project summary, justification and alignment to Strategic Plan

This project consists of the North DWC Delivery Station required to connect to/receive supply from DWC (separate building owned by DWC, constructed by City), new components to be constructed at the BP/PRV and Receiving Station which is separate from the DWC-controlled Delivery Station (same site). Items include above ground pumping and chlorine station, additional structure and piping associated with receiving station at BPS, architectural components, electrical, connection to existing water main, associated water main piping and valves, SCADA upgrades, and generator. Also includes new Altitude Valve for NE EWST.

Cost Summary		New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x						131,000	203,000	-			334,000
Construction Engineering	x								174,000	180,000		354,000
Land Acquisition												-
Infrastructure	x								1,943,000	2,002,000		3,945,000
Building												-
Machinery/Equipment												-
Other/Miscellaneous							20,000					20,000
TOTAL COST						-	151,000	203,000	2,117,000	2,182,000	-	4,653,000

Funding Source(s)

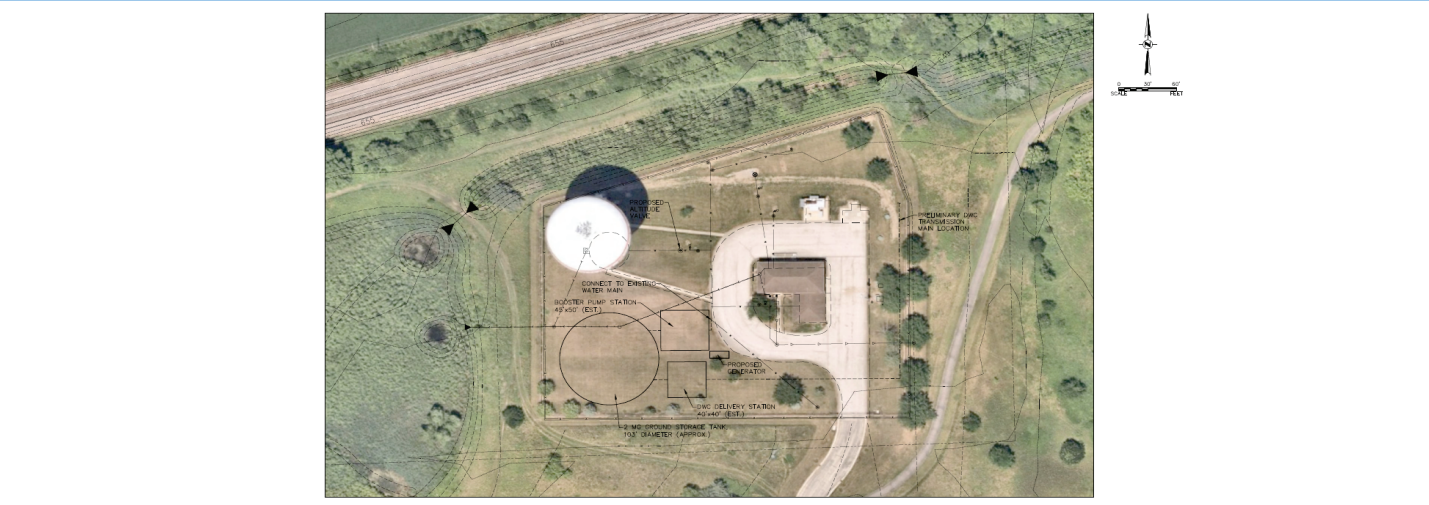
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	▼											-
TOTAL FUNDING SOURCES						-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



2024-2028 Capital Project Sheet

Project # **LM10**

Project Description

North Receiving Station Ground Storage Tank (2.0 MG)

Project summary, justification and alignment to Strategic Plan

This project consists of the dome roof, prestressed wirewound concrete tank (assumes no special construction for aesthetic features), mixing system, yard piping and site work, SCADA implementation, electrical service, landscaping and security fencing. The tank capacity is assumed to be two million gallons (2 MG).

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x				180,000	180,000					360,000
Construction Engineering	x					144,000	144,000	72,000			360,000
Land Acquisition											-
Infrastructure	x					1,859,000	1,914,000	986,000			4,759,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous					20,000						20,000
TOTAL COST					200,000	2,183,000	2,058,000	1,058,000	-	-	5,499,000

Funding Source(s)

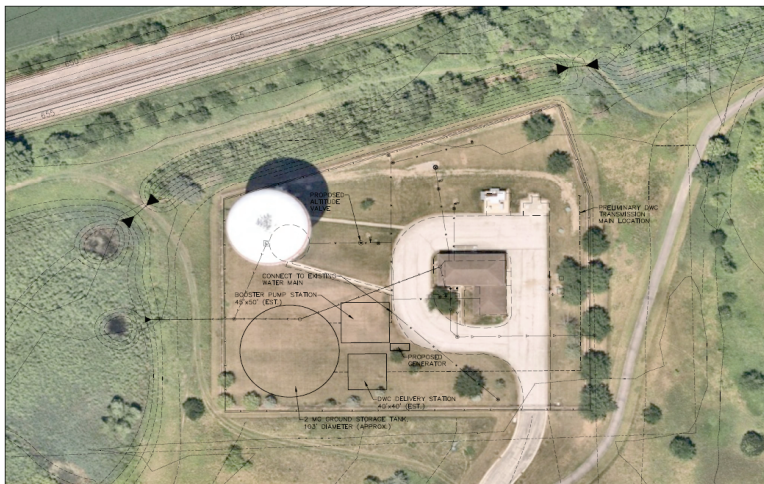
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	▼										-
TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM11**

Project Description **South Delivery Station and Reiving Station (BPS)**

Project summary, justification and alignment to Strategic Plan

This project consists of the South DWC Delivery Station required to connect to/receive supply from DWC (separate building owned by DWC, constructed by City), new components to be constructed at the BP/PRV and Receiving Station which is separate from the DWC-controlled Delivery Station (same site). Items include above ground pumping and chlorine station, additional structure and piping associated with receiving station at BPS, architectural components, electrical, connection to existing water main, associated water main piping and valves, SCADA upgrades, and generator. Also includes new electrical service, security fencing, and Land Acquisition

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x					122,000	189,000	-			311,000
Construction Engineering	x							162,000	167,000		329,000
Land Acquisition											-
Infrastructure	x							1,796,000	1,850,000		3,646,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous						20,000					20,000
TOTAL COST					-	142,000	189,000	1,958,000	2,017,000	-	4,306,000

Funding Source(s)

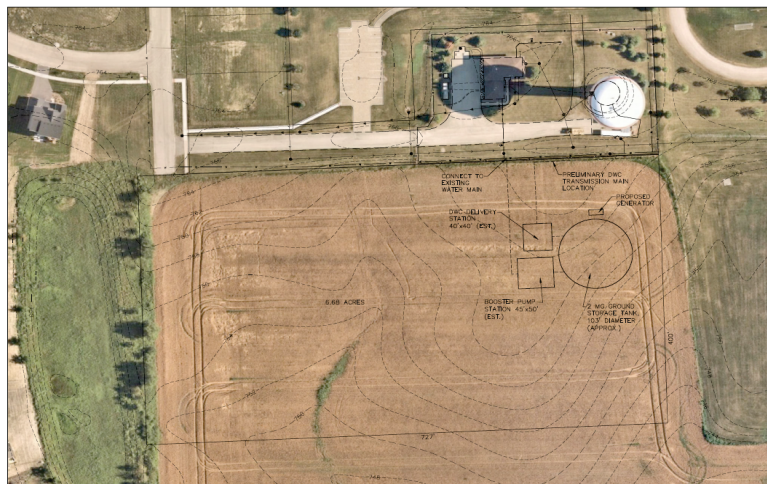
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	▼										-
	▼										-
TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project #

LM12

Project Description

South Receiving Station Ground Storage Tank (2.0 MG)

Project summary, justification and alignment to Strategic Plan

This project consists of the dome roof, prestressed wirewound concrete tank (assumes no special construction for aesthetic features), mixing system, yard piping and site work, SCADA implementation, electrical service, landscaping and security fencing. The tank capacity is assumed to be two million gallons (2 MG).

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x				180,000	180,000					360,000
Construction Engineering	x					144,000	144,000	72,000			360,000
Land Acquisition					100,000						100,000
Infrastructure	x					1,858,000	1,914,000	986,000			4,758,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous					20,000						20,000
TOTAL COST					300,000	2,182,000	2,058,000	1,058,000	-	-	5,598,000

Funding Source(s)

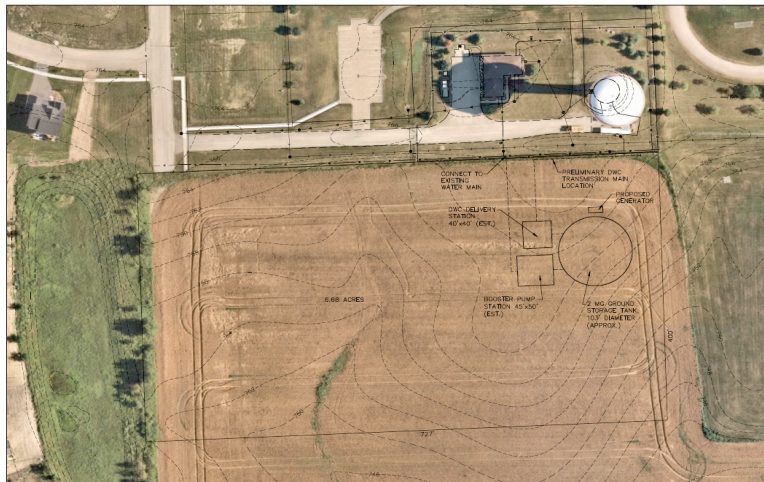
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	▼										-
TOTAL FUNDING SOURCES					-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department:

Public Works

2024-2028 Capital Project Sheet

Project # **LM13**

Project Description **Blue Stem Drive Water Main Improvements**

Project summary, justification and alignment to Strategic Plan

This project consists of replacing an estimated 716 LF of existing 8" water main with 16" water main along Bluestem Drive, between McHugh Road and Prairie Rose Lane, which is the minimum recommended water main improvements for hydraulics to ensure adequate distribution from the North Receiving Station. Does not include NRW reduction water main improvements and is considered separate from ongoing water main replacement CIP.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering			x		34,000						34,000
Construction Engineering			x			35,000					35,000
Land Acquisition											-
Infrastructure			x			378,000					378,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					34,000	413,000	-	-	-	-	447,000

Funding Source(s)										
	▼									-
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES					-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM14**

Project Description **Water Treatment Plant Decommissioning**

Project summary, justification and alignment to Strategic Plan

Decommissioning of all three (3) Cation Exchange WTPs, including: Well 4 WTP, Well 7 WTP, and Wells 8 & 9 WTP. Construction will not begin until after all other DWC-LM improvements are completed and Yorkville begins receiving LM supply from DWC.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering	x							19,000	44,000		63,000
Construction Engineering	x								19,000	46,000	65,000
Land Acquisition											-
Infrastructure	x								170,000	407,000	577,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous											-
TOTAL COST					-	-	-	19,000	233,000	453,000	705,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM15**

Project Description **Bi-Directional Flow Meters - BPS's and PRV's**

Project summary, justification and alignment to Strategic Plan

For purposes of identifying and controlling Non-Revenue Water, install bi-directional flow meters at the Cannonball Trail Booster Pump/Pressure Reducing Valve (BP/PRV) Station, Kennedy Road PRV Station, and Beaver Street BP/PRV Station to develop district metered areas to better understand and track water used within smaller areas and identify potential areas of water loss into the future.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering							25,000				25,000
Construction Engineering								15,000			15,000
Land Acquisition											-
Infrastructure											-
Building											-
Machinery/Equipment											-
Other/Miscellaneous								100,000			100,000
TOTAL COST					-	-	25,000	115,000	-	-	140,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

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

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: **Public Works**

2024-2028 Capital Project Sheet

Project # **LM16**

Project Description **Montgomery Interconnect**

Project summary, justification and alignment to Strategic Plan

This project consists of construction water main and valves to provide an interconnection with hte Village of Montgomery.

This is recommended to reduce risks in case of emergency. An IGA will be needed.

Cost Summary	New	Maintenance	Replacement	Expansion	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Years	TOTAL
Design Engineering			X				75,000				75,000
Construction Engineering			X					75,000			75,000
Land Acquisition											-
Infrastructure			X					750,000			750,000
Building											-
Machinery/Equipment											-
Other/Miscellaneous			X				5,000				5,000
TOTAL COST					-	-	80,000	825,000	-	-	905,000

Funding Source(s)		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
	▼							-
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	-	-	-	-	-	-

Project status and completed work

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

Project Not Initiated.

None

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future Yrs	TOTAL
Project Costs							-

Map/Pictures of Project



Department: Public Works



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

Agenda Item Number

New Business #9

Tracking Number

PW 2023-32

Agenda Item Summary Memo

Title: Water Department Vehicle Purchase

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

Synopsis: Proposed purchase of small van for water department.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 14, 2023
Subject: Transit Van Purchase and disposal of property

Summary

Staff is seeking to sole source purchase a new 2022 Ford Transit van for an amount not to exceed \$45,730. This would be a sole source since this dealer has it on the lot, we would not have to order and wait an unknown amount of time. This is budgeted in the current fiscal year in the water department vehicle line item.

Background

Staff is looking to purchase a transit van to add to the fleet in the water department. This van would be the vehicle that goes to all meter appointments, replacements, outside reader installation, meter reads, etc. Right now, we are using a full size 1 ton pickup for this job. We feel that we can better utilize that vehicle elsewhere in the department, in a capacity that doesn't put as many miles on the vehicle. In addition, the transit van will get much better gas mileage around town going from appointment to appointment.

With the lack of vehicles available on the ground, this is proposed as a sole source purchase from Haggerty Ford of West Chicago. They have multiple units on the ground, ready to go. We have been looking since the start of the fiscal year and have not had any luck finding vehicles on the ground or even with short delivery times. I have attached a couple of emails staff received that confirm that there is not any set timeline for delivery of units or availability in the future. I have attached a photo from the dealership website of a transit connect long wheelbase unit.

This is a budgeted item within the water department in the vehicle line item 51-510-60-00-6070. We currently have ~\$123,000 budgeted with \$0 spent to date because we haven't been able to find vehicles.

With the addition of a vehicle, we will have a surplus vehicle to sell. Staff feels that we should sell Y8 which is a 2003 Ford F350 with 103,483 miles. This truck has been a very good truck for 20 years, but it has definitely been used past its useful life and its now time to part ways.

Recommendation

Staff recommends approving this purchase of a 2022 Ford Transit Connect van from Haggerty Ford of West Chicago in an amount not to exceed \$45,730. The vote must be a supermajority due to sole source bid. Staff also recommends the sale of surplus property, a 2003 Ford F350 VIN# -1FTSF31SXE A32518, with snowplow. Staff recommends that this be done through consignment with AutoSmart, Inc of Oswego.





Date: 3/7/2023
Salesperson: Matt Mayes
Manager: Lou Tornabeni
Customer ID #: 36703474553

FOR INTERNAL USE ONLY

BUSINESS NAME UNITED CITY OF YORKVILLE Home Phone : (630) 878-0093
CONTACT JON BAUER
Address : 800 GAMEFARM ROAD YORKVILLE, IL 60560 KENDALL CO Work Phone :
E-Mail : jbauer@yorkville.il.us Cell Phone : (630) 878-0093

VEHICLE

Stock # : _____ New / Used : New VIN : _____ Mileage: 7
Vehicle : 2022 Ford Transit Connect Color : FROZEN WHITE ME
Type : XL Cargo Van LWBS7S

Market Value Selling Price	45,215.00
DealerDoc	347.00
Non Tax Fees	168.00
Cash Deposit	.00
Balance	45,730.00

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

PRICE PER UNIT, MUNICIPAL PURCHASE, TAX EXEMPT, 2 UNIT PURCHASE PRICE



VEHICLE DESCRIPTION

TRANSIT CONNECT

2022 XL CARGO VAN LWB
121" WHEELBASE
2.0L GDI I4 ENGINE
8 SPD AUTO TRANSAXLE

EXTERIOR
FROZEN WHITE METALLIC
INTERIOR
EBONY VINYL SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

7 SIDE MOLDINGS - BLACK
MIRROR - BLACK
3 HANDLES - BLACK
35 - DUAL SLIDING SIDE,
EGREE SWING-OUT REAR
LE - 3-BAR, BLACK
ILLUMINATED - AUTOLAMP
IFF)
RS - RAIN-SENSING

INTERIOR

6-WAY MANUAL DRIVER/4-WAY
MANUAL PASSENGER SEATS
AIR COND, MANUAL FRONT
BLACK VINYL FLOOR COVERING
CARGO TIE-DOWN HOOK(S)
FLOOR CONSOLE W/ CUPHOLDERS
OVERHEAD STOWAGE SHELF
POWERPOINTS - 12V (2)
SMART CHARGING USB PORT(1)
STEERING - TILT/TELESCOPIC

FUNCTIONAL

BRAKES, 4-WHEEL DISC/ABS
FORDPASS™ CONNECT 4GWI-FI
HOTSPOT TELEMATICS MODEM
FRONT WHEEL DRIVE
FUEL TANK --15.8 GAL
HILL START ASSIST
LIGHT, REAR CARGO
POWER STEERING W/EPAS
POWER WINDOWS & LOCKS
PRE-COLLISION ASSIST W/AEB
REAR VIEW CAMERA
REMOTE KEYLESS ENTRY

SAFETY/SECURITY

ADVANCETRAC WITH RSC
AIRBAGS - DUAL STAGE FRONT
AIRBAGS - FRONT SEAT
MOUNTED SIDE IMPACT
AIRBAGS - SIDE AIR
CURTAINS
EMERGENCY BRAKE ASSIST
SECURILOCK PASS ANTI THEFT
TIRE PRESSURE MONITOR SYS

WARRANTY

3YR/36,000 BUMPER / BUMPER
5YR/60,000 POWERTRAIN
5YR/60,000 ROADSIDE ASSIST

EQUIPMENT ON THIS VEHICLE

3 CODE 100A

ADDITIONAL EQUIPMENT/OTHER

TE EMISSIONS
DUTY BATTERY
E CONTROL
/RR CAM/SSR/HD
SE SENSING SYSTEM
JBS - 2 ADDITIONAL



Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy



25 MPG
combined city/hwy

24 MPG
city

27 MPG
highway

4.0 gallons per 100 miles

Spec. Purpose Vehicles range from 15 to 28 MPG. The best vehicle rates 142 MPGe.

You spend \$500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
\$1,400

Fuel Economy & Greenhouse Gas Rating

Smog Rating



The vehicle emits 255 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
Crash

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side
Crash

Front seat
Rear seat

★★★★★
Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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- Connect up to ten Wi-Fi-equipped devices.

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	RAMP TWO	CONVOY
		ITEM #:
		41-3101 O/T 5C
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SPECIAL ORDER
NL233 N RB22X 255 000088 11 23 22

Re:Re:2023 Transit Connect Van at Tirapelli Ford

Joey Madia <joe@tirapelliford.com>

Wed 3/8/2023 4:13 PM

To: Jon Bauer <jbauer@yorkville.il.us>

Lead time on a transit connect is 6-9 months. When we were not fighting the inventory issues that we are now the lead time on one was around 6 months since these vehicles are built in turkey. With what we are dealing with now 6-9 is my most educated guess at this time.

Thank You,

Joey Madia
Commercial Fleet Manager
Ron Tirapelli Ford
815-725-3033
www.rontirapelliford.com

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

From: "Jon Bauer" [mailto:"Jon Bauer"]
Sent: 3/8/2023 2:45:37 PM
To: "Jessica Widmer"
Subject: Re:Re:2023 Transit Connect Van at Tirapelli Ford

What does the lead time look like on those?

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
[Get Outlook for Android](#)

From: Jessica Widmer <jessica@tirapelliford.com>
Sent: Wednesday, March 8, 2023 12:02:18 PM
To: Jon Bauer <jbauer@yorkville.il.us>
Subject: Re:2023 Transit Connect Van at Tirapelli Ford

Jon,

I just spoke with the fleet manager and we have no Transit Connect's coming in that will be for sale. They are customer factory orders. Would you be interested in factory ordering one?

Jessica Widmer
Internet Sales Manager
Ron Tirapelli Ford

RE:Re: Confirming Availability of your next vehicle

Friendly Ford Inc <friendlyfordinc@friendlyfordinc.forddirectcrmpro.com>

Wed 3/8/2023 8:37 AM

To: Jon Bauer <jbauer@yorkville.il.us>

Hi Jon,

Currently the Transit Connects are in very short supply. We are unsure of how quickly we will be getting more from the factory that aren't expressly requested from customers. We can happily work to acquire one for you as soon as possible. Are you free this morning or would later this afternoon work better to stop out?

Jamie,

Following up on this email, do you anticipate having an 2022/2023 Ford Transit Connects LWB w/ cargo rear doors in the near future?

Thanks



Jon Bauer

Water Department | United City of Yorkville

C: 630.878.0093

W: www.yorkville.il.us E: jbauer@yorkville.il.us

610 Tower Ln, Yorkville, Illinois 60560

From: Friendly Ford Inc

Sent: Tuesday, March 7, 2023 11:38 AM

To: Jon Bauer

Subject: Confirming Availability of your next vehicle

Jon -

Thank you for your interest in one of our vehicles. I apologize, but I didn't receive any vehicle attached to the information submitted.

Which vehicle were you interested in?

All the best,

Jaime Williams

Internet Sales Manager

630-534-9759

[Link Removed]

333 E Irving Park Rd, Roselle, IL 60172

Vehicle #	Y8	Year	2003	United City of Yorkville Vehicle Replacement Guideline Evaluation Form		
Make	FORD	Model	F350			
Miles	103,485	Hours				
Original \$	25,000.00	(date)	5/1/03			
Budgeted Replacement \$	\$38,000.00			Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$	\$3,000.00			Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	WATER AND SEWER			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	20
MILES / HOURS	1	Each 10,000 miles of usage	10
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			40