



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, May 16, 2023
6:00 p.m.
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: April 18, 2023

New Business:

1. PW 2023-41 Selection of Committee Liaisons
2. PW 2023-42 Easement for Contract A Water Main – 1308 Game Farm Road
3. PW 2023-43 Heartland Meadows – Consideration of Acceptance
4. PW 2023-44 2023 Sanitary Sewer Lining – Design and Construction Engineering Agreement
5. PW 2023-45 2024 Water Main Replacement – Design Engineering Agreements
6. PW 2023-46 Grande Reserve Unit 13 – Release of Guarantee
7. PW 2023-47 Grande Reserve Unit 14 – Release of Guarantee
8. PW 2023-48 Grande Reserve Unit 23 – Release of Guarantee
9. PW 2023-49 Supplemental MFT Resolution for Bulk Rock Salt
10. PW 2023-50 Purchase and Sale of Vehicles

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, May 16, 2023
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. April 18, 2023
 - Approved _____
 - As presented
 - With corrections

NEW BUSINESS:

1. PW 2023-41 Selection of Committee Liaisons
 - Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

2. PW 2023-42 Easement for Contract A Water Main – 1308 Game Farm Road

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2023-43 Heartland Meadows – Consideration of Acceptance

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2023-44 2023 Sanitary Sewer Lining – Design and Construction Engineering Agreement

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2023-45 2024 Water Main Replacement – Design Engineering Agreements

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

6. PW 2023-46 Grande Reserve Unit 13 – Release of Guarantee

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

7. PW 2023-47 Grande Reserve Unit 14 – Release of Guarantee

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

8. PW 2023-48 Grande Reserve Unit 23 – Release of Guarantee

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

9. PW 2023-49 Supplemental MFT Resolution for Bulk Rock Salt

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

10. PW 2023-50 Purchase and Sale of Vehicles

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 – April 18, 2023

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker
Name Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, April 18, 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
Alderman Rusty Corneils

Other City Officials

City Administrator Bart Olson
Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests:

Mike Krempski
David Guss

John Michael Joyce (via Zoom)

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

Citizen Comments:

Mr. John Michael Joyce was present via Zoom and commented on the increasing water rates. He understands the need to raise the funds and also considers the optics of the politicians who raise the fees. He proposed that rather than raising the base rate of \$24 for every 2 months, the base rate should remain the same and the fees on the water usage after the base rate could be increased. He said the first 350 cubic feet is a small amount of water that perhaps a single person would use and raising the base rate is not as impactful as the rates after that. Regarding the sewer rate, 6,900 cubic feet is the base and he proposed to reduce the number in half, before the extra charges are incurred. Mr. Dhuse said the 6,900 cubic feet is set by BKFD. Chairman Marek thanked Mr. Joyce for his input.

Previous Meeting Minutes: March 21, 2023

The minutes were approved as presented.

New Business:

1. PW 2023-33 Water Reports for October 2022 – March 2023

These reports will be sent to the IEPA and Mr. Dhuse said reports for one quarter were inadvertently missed, but will be sent to the state with no issue. He commented that water usage in January was much lower. These reports move to the City Council consent agenda for a vote.

2. PW 2023-34 Capital Improvement Projects Update

Mr. Sanderson highlighted some of the projects. He said the all the major infrastructure for the Corneils Rd. interceptor is complete as of today and on schedule. This sewer runs to the Bright Farm project. The Well #7 inspection is done and below the contract price. The pump and some pipe were replaced, but the motor was

intact. It should be functional at the end of May. For the watermain replacement contract A, a meeting was held with the residents and questions were answered. A pre-construction meeting will be held next week with the project starting just after May 1. A pre-construction meeting for Baseline Rd. will be held tomorrow and the project should start mid to late May.

3. PW 2023- 35 Quarterly Bond and Letter of Credit Reduction Summary

There was a small amount of activity on a couple different projects, said Mr. Sanderson. No further discussion.

4. PW 2023-36 2023 Road to Better Roads – Contract Award

Bids were taken a few weeks ago and 3 were received. D Construction was the lowest at a cost of about \$1.2 million which is below estimate. Mr. Sanderson recommended awarding them the contract and the schedule will be finalized after a pre-construction meeting. This will move forward to the regular Public Works agenda for City Council.

5. PW 2023- 37 2023 Road to Better Roads – Construction Engineering Agreement

Mr. Olson said the engineering agreement from EEI is estimated at \$85,989 and will need a City Council vote. It is for supervision work, it is budgeted and he recommends approval. This moves to the regular Public Works agenda for City Council.

6. PW 2023-38 Fox Hill and Sunflower Estates Maintenance Service

Mr. Dhuse said this is a 3-year contract award. Of the 5 bidders, Cox Landscaping gave the best prices and less labor costs than others and he recommended awarding it to them. They are a local company and have done the work the past 6 years. Also, the owner lives in town and is very responsive. Director Dhuse noted the price doubled partly due to increased costs, but the company also gave a very low price in the past. The proposed rates were consistent with other companies. The committee was OK with this bid and it moves forward to the consent agenda.

7. PW 2023-39 Leak Detection Contract with M.E. Simpson

Mr. Dhuse said this will be an annual item. The city has been working with this company the last 3 years and their proposal is for 156 miles of watermain. He would like to look at a multi-year contract. He said they are a single-source bid and a super majority is needed. He said this company is very accurate in locating problems. They use a listening device to pinpoint the problem area and they remain on the site until the area is located. The committee was OK with this and it moves to the consent agenda.

8. PW 2023-40 Single Axle Dump Truck Price Increase

Mr. Dhuse said this is the fourth increase in price. He said he has been waiting for over 2 years for a truck and expressed his dismay to the company. He said it is now scheduled for a July build. Mr. Olson noted that Montgomery also had a fourth increase. Director Dhuse said he is looking at other brands that are in the same price range. Alderman Corneils asked when delivery can be expected and Mr. Dhuse replied, by the end of the year. This item moves to the standard agenda.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:23pm.

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

Agenda Item Number

New Business #1

Tracking Number

PW 2023-41

Agenda Item Summary Memo

Title: Selection of Committee Liaisons

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Selection of liaisons to the Park Board and Yorkville-Bristol Sanitary District.

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:



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

Agenda Item Number

New Business #2

Tracking Number

PW 2023-42

Agenda Item Summary Memo

Title: 2023 Water Main Improvements – Contract A

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Recommendation to Approve 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
Rob Fredrickson, Finance Director

Date: May 1, 2023
Subject: 2023 Water Main Improvements – Contract A

As part of the 2023 Water Main Replacement – Contract A improvements, existing water main between Hillcrest Ave and Game Farm Road is scheduled to be replaced. This water main currently runs beneath the Hillside Rehab and Care Center at 1308 Game Farm Road. There is not currently an existing easement for this water main. The proposed water main is designed to run within their parking lot. An easement for this water main has been granted by the property owners at 1308 Game Farm Road. An exhibit noting the location is attached.

We recommend the acceptance of the easement.

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

GRANT OF EASEMENT

TO THE
UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

WATER MAIN EASEMENT PROVISIONS

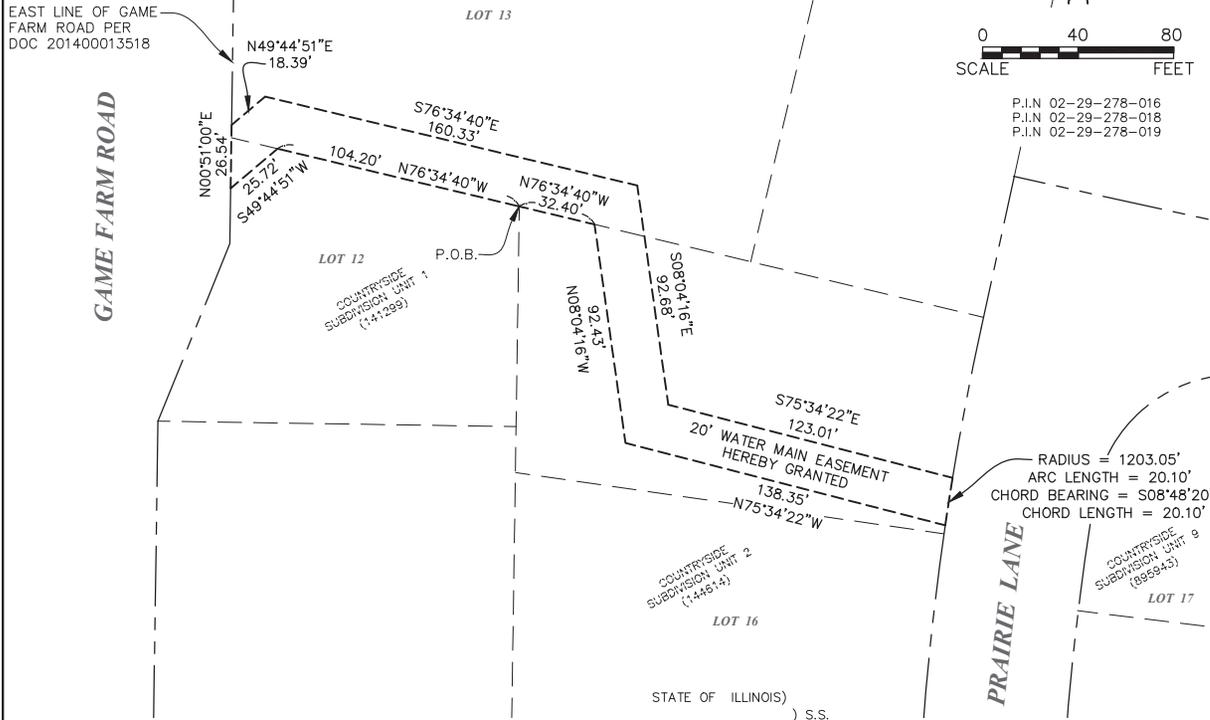
THE UNITED CITY OF YORKVILLE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "WATER MAIN EASEMENT" OR "W.E."; TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM OF THE UNITED CITY OF YORKVILLE. THESE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE CITY STAFF TO AVOID ACTUAL CONFLICTS WITH THE WATER MAIN.

THE UNITED CITY OF YORKVILLE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A WATER MAIN EASEMENT, BE REMOVED AT NO COST TO THE CITY. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER CITY EXPENSES ASSOCIATED THEREWITH, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE CITY SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE CITY) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.



P.I.N 02-29-278-016
 P.I.N 02-29-278-018
 P.I.N 02-29-278-019



STATE OF _____)
 COUNTY OF _____)SS

THIS IS TO CERTIFY THAT _____ A _____ CORPORATION, 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 AT _____, _____, THIS _____ DAY OF _____, 2023.

BY: _____ PRESIDENT _____ SECRETARY

STATE OF _____)
 COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY 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 _____, 2023.

NOTARY PUBLIC

STATE OF ILLINOIS)
 COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 3rd DAY OF MARCH, 2023.

By _____
 PROFESSIONAL LAND SURVEYOR #3581
 EXP 11/30/24

ENGINEERING ENTERPRISES INC.
 PROFESSIONAL DESIGN FIRM # 184-002003
 EXP 04/30/23

20' WATER MAIN EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THAT PART OF LOTS 12 AND 13 OF UNIT ONE, COUNTRYSIDE SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTH 76 DEGREES 34 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 12, 104.20 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 51 SECONDS WEST, 25.72 FEET TO THE EAST LINE OF GAME FARM ROAD PER DOCUMENT 201400013518; THENCE NORTH 00 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE, 26.54 FEET; THENCE NORTH 49 DEGREES 44 MINUTES 51 SECONDS EAST, 18.39 FEET; SOUTH 76 DEGREES 34 MINUTES 40 SECONDS EAST, 160.33 FEET; THENCE SOUTH 08 DEGREES 04 MINUTES 16 SECONDS EAST, 92.68 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 22 SECONDS EAST, 123.01 FEET TO THE WEST LINE OF PRAIRIE LANE PER DOCUMENT 895943; THENCE SOUTHERLY 20.10 FEET ALONG SAID WEST LINE, SAID LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1203.05 FEET, CHORD BEARING SOUTH 08 DEGREES 48 MINUTES 20 SECONDS WEST AND CHORD LENGTH OF 20.10 FEET; THENCE NORTH 75 DEGREES 34 MINUTES 22 SECONDS WEST, 138.35 FEET; THENCE NORTH 08 DEGREES 04 MINUTES 16 SECONDS WEST, 92.43 FEET TO THE SOUTH LINE OF SIDE LOT 13; THENCE NORTH 76 DEGREES 34 MINUTES 40 SECONDS WEST, ALONG SAID SOUTH LINE, 32.40 TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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

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

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

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 2023.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK



Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

DATE: MARCH 3, 2023
 PROJECT NO. Y02217
 FILE NO Y02217-OMG-EASE

PAGE 1 OF 1



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

Agenda Item Number

New Business #3

Tracking Number

PW 2023-43

Agenda Item Summary Memo

Title: Heartland Meadows

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 1, 2023
Subject: Heartland Meadows

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements has been completed with the exception of public sidewalk on eight (8) lots. It is anticipated that the sidewalk will be completed within the next year.

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

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bonds and new amounts are as follows:

Midland State Bank #437-1	<u>\$255,065.90</u>
Current Total Bond Value	\$255,065.90
Original Value	\$1,256,223.00
Required Value (10% of Original)	\$133,399.30
Net Allowable Reduction	\$121,666.60

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

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Heartland Meadows and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

**BOND REDUCTION NO. 4 - HEARTLAND MEADOWS
UNITED CITY OF YORKVILLE
MAY 16, 2023**

ITEM NO.	ITEM	QUANTITY	UNITS	VALUE	UNIT PRICE	COMPLETED THIS PERIOD	COMPLETED VALUE THIS PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUES
1	CA-6 GRANULAR BACKFILL TRENCHES	2025	TONS	\$ 56,700.00	\$ 28.00	0	0.00	2,025	56,700.00
2	CA-7 GRANULAR BACKFILL UTILITY TRENCHES	7,025	TONS	\$ 196,700.00	\$ 28.00	0	0.00	7,025	196,700.00
3	2' DIA TYPE A INLET	13	EACH	\$ 18,200.00	\$ 1,400.00	0	0.00	13	18,200.00
4	4' DIA CATCH BASIN	7	EACH	\$ 14,700.00	\$ 2,100.00	0	0.00	7	14,700.00
5	5' DIA CATCH BASIN	6	EACH	\$ 16,800.00	\$ 2,800.00	0	0.00	6	16,800.00
6	12" HDPE N12 PIPE	465	FOOT	\$ 20,925.00	\$ 45.00	0	0.00	465	20,925.00
7	12" RCP STORM SEWER	565	FOOT	\$ 25,425.00	\$ 45.00	0	0.00	565	25,425.00
8	15" RCP STORM SEWER	262	FOOT	\$ 13,100.00	\$ 50.00	0	0.00	262	13,100.00
9	18" RCP STORM SEWER	190	FOOT	\$ 10,450.00	\$ 55.00	0	0.00	190	10,450.00
10	24" RCP STORM SEWER	277	FOOT	\$ 18,005.00	\$ 65.00	0	0.00	277	18,005.00
11	4' DIA. OUTFALL STRUCTURE	1	EACH	\$ 2,400.00	\$ 2,400.00	0	0.00	1	2,400.00
12	12" FLARED END SECTION W/ GRATE	2	EACH	\$ 1,300.00	\$ 650.00	0	0.00	2	1,300.00
13	24" FLARED END SECTION W/ GRATE	2	EACH	\$ 1,700.00	\$ 850.00	0	0.00	2	1,700.00
14	CONNECT TO EXISTING SVC	15	EACH	\$ 3,750.00	\$ 250.00	0	0.00	15	3,750.00
15	WATER SERVICE WITH B-BOX	46	EACH	\$ 32,200.00	\$ 700.00	0	0.00	46	32,200.00
16	6" DIP WATERMAIN AND FITTINGS	9	FOOT	\$ 378.00	\$ 42.00	0	0.00	9	378.00
17	8" DIP WATERMAIN AND FITTINGS	912	FOOT	\$ 45,600.00	\$ 50.00	0	0.00	912	45,600.00
18	FIRE HYDRANT W/AUX. VALVE	3	EACH	\$ 10,500.00	\$ 3,500.00	0	0.00	3	10,500.00
19	8" GATE VALVE	2	EACH	\$ 3,000.00	\$ 1,500.00	0	0.00	2	3,000.00
20	WATER MAIN PRESSURE CONNECT W/5' VAULT	2	EACH	\$ 10,000.00	\$ 5,000.00	0	0.00	2	10,000.00
21	6" PVC SDR26 SANITARY PIPE	1,432	FOOT	\$ 57,280.00	\$ 40.00	0	0.00	1,432	57,280.00
22	4' DIA SANITARY MANHOLE	6	EACH	\$ 16,800.00	\$ 2,800.00	0	0.00	6	16,800.00
23	8" PVC SDR26 SANITARY PIPE	991	FOOT	\$ 39,640.00	\$ 40.00	0	0.00	991	39,640.00
24	8" PVC SDR21 SANITARY PIPE	284	FOOT	\$ 14,200.00	\$ 50.00	0	0.00	284	14,200.00
25	PRIMER COAT	270	GALS	\$ 810.00	\$ 3.00	0	0.00	270	810.00
26	STABILIZED CONSTRUCTION ENTRANCE BASE	35	TONS	\$ 980.00	\$ 28.00	0	0.00	35	980.00
27	SAW CUTS	1,535	FOOT	\$ 3,070.00	\$ 2.00	0	0.00	1,535	3,070.00
28	MILLING & RESURFACE FREEMONT	104	TONS	\$ 12,480.00	\$ 120.00	0	0.00	104	12,480.00
29	RESURFACE JACKSON	150	TONS	\$ 15,000.00	\$ 100.00	0	0.00	150	15,000.00
30	RESURFACE BRISTOL	95	TONS	\$ 9,500.00	\$ 100.00	0	0.00	95	9,500.00
31	COMB. CONCRETE B-612 CURB & GUTTER	2,950	FOOT	\$ 67,850.00	\$ 23.00	0	0.00	2,950	67,850.00
32	CLASS D PATCHES - SANITARY SERVICE	13	EACH	\$ 9,750.00	\$ 750.00	0	0.00	13	9,750.00
33	CLASS D PATCHES - WATER SERVICE	6	EACH	\$ 3,000.00	\$ 500.00	0	0.00	6	3,000.00
34	AGGREGATE COURSE. TYPE A, CA-6	1,795	TONS	\$ 50,260.00	\$ 28.00	0	0.00	1,795	50,260.00
35	5" P.C.C. PAVEMENT / SIDEWALK	15,911	SQ FT	\$ 111,377.00	\$ 7.00	6,498	45,486.00	14,901	104,307.00
36	HMA IL - 19. N50 2 1/2" BINDER COURSE	460	TONS	\$ 41,400.00	\$ 90.00	0	0.00	460	41,400.00
37	HMA IL - 12.5 N50 1 1/2" SURFACE COURSE	275	TONS	\$ 27,500.00	\$ 100.00	275	27,500.00	275	27,500.00
38	HMA IL - 9.5. N50 3" SURFACE COURSE	120	TONS	\$ 12,000.00	\$ 100.00	120	12,000.00	120	12,000.00
39	HMA IL - 12.5. N50 3" SURFACE COURSE	57	TONS	\$ 5,700.00	\$ 100.00	57	5,700.00	57	5,700.00
40	TRAFFIC CONTROL	1	LUMP SUM	\$ 6,000.00	\$ 6,000.00	0.50	3,000.00	1.00	6,000.00
41	SEEDING CLASS 1A	2	ACRE	\$ 4,500.00	\$ 3,000.00	0.84	2,520.00	1.50	4,500.00

**BOND REDUCTION NO. 4 - HEARTLAND MEADOWS
UNITED CITY OF YORKVILLE
MAY 16, 2023**

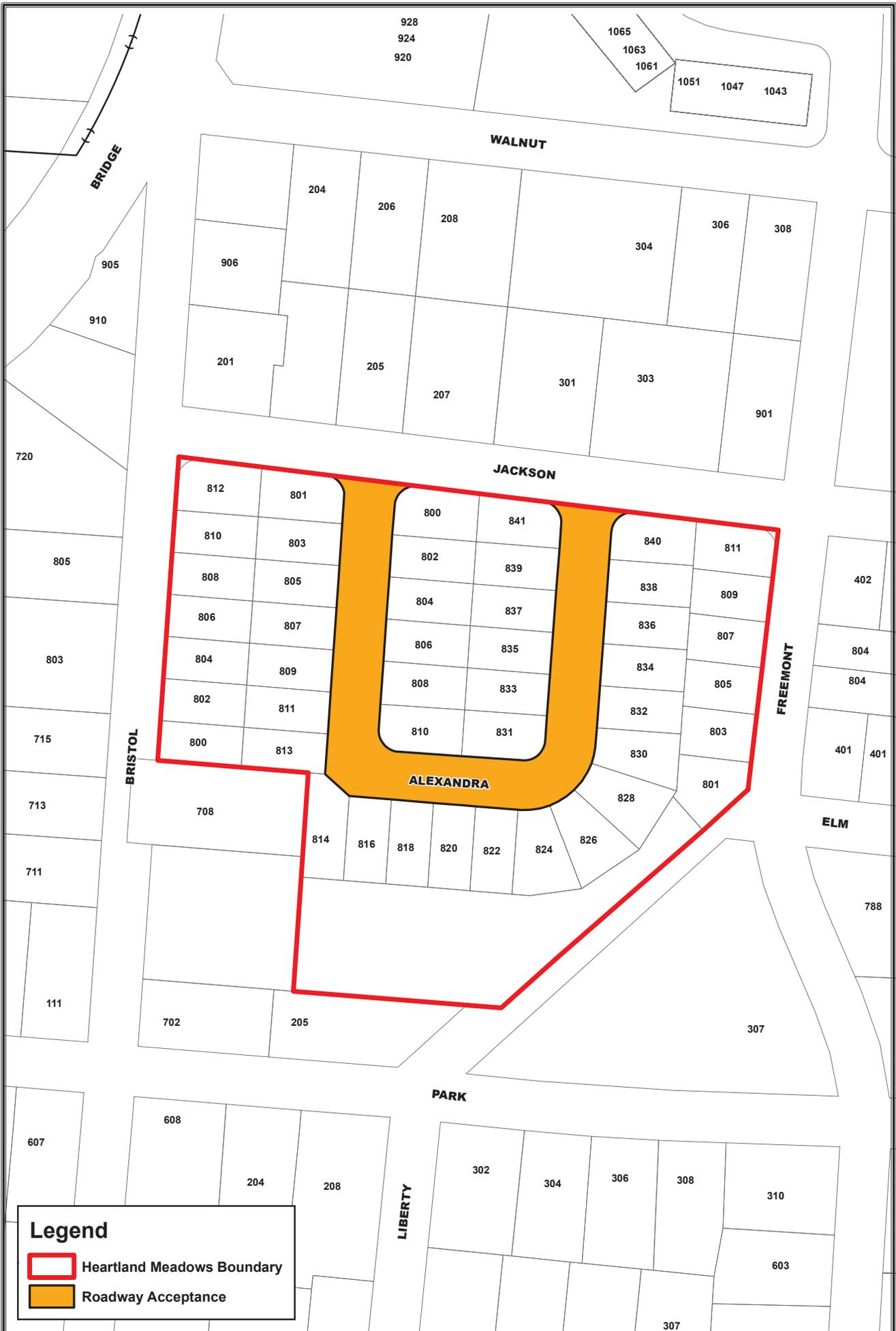
ITEM NO.	ITEM	QUANTITY	UNITS	VALUE	UNIT PRICE	COMPLETED QUANTITY THIS PERIOD	COMPLETED VALUE THIS PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUES
42	DETENTION POND	13,845	CU YD	\$ 138,450.00	\$ 10.00	0	0.00	13,845	138,450.00
43	EROSION BLANKET	3,187	SQ YD	\$ 4,780.50	\$ 1.50	0	0.00	3,187	4,780.50
44	LANDSCAPING - TREES	75	EACH	\$ 30,000.00	\$ 400.00	15	6,000.00	75	30,000.00
45	POWER POLE RELOCATION	3	EACH	\$ 30,000.00	\$ 10,000.00	0	0.00	3	30,000.00
46	SIGNAGE	9	EACH	\$ 2,700.00	\$ 300.00	0	0.00	9	2,700.00
47	THERMOPLASTIC STRIPING INCL. STOP BAR	975	FOOT	\$ 1,462.50	\$ 1.50	0	0.00	975	1,462.50
48	LIGHT POLE	3	EACH	\$ 15,000.00	\$ 5,000.00	0	0.00	3	15,000.00
49	DRIVEWAY APRON REMOVAL	230	SQ FT	\$ 1,150.00	\$ 5.00	0	0.00	230	1,150.00
50	SIDEWALK REMOVAL	990	SQ FT	\$ 4,950.00	\$ 5.00	0	0.00	990	4,950.00
51	EROSION CONTROL SEEDING	3	ACRE	\$ 9,000.00	\$ 3,000.00	1.50	4,500.00	3.00	9,000.00
52	PERIMETER EROSION BARRIER	2,400	FOOT	\$ 4,800.00	\$ 2.00	1,200	2,400.00	2,400	4,800.00
53	ADDITIONAL EROSION CONTROL ITEMS	1	LUMP SUM	\$ 3,000.00	\$ 3,000.00	0.50	1,500.00	1.00	3,000.00
TOTAL				\$ 1,256,223.00		\$ 110,606.00		\$ 1,249,153.00	
PREVIOUS REDUCTIONS		VALUES				TOTAL IMPROVEMENT COST		\$ 1,256,223.00	
REDUCTION NO. 1		\$ 1,110,534.25				TOTAL VALUE OF COMPLETED IMPROVEMENTS		\$ 1,249,153.00	
REDUCTION NO. 2		\$ 71,711.75				COST TO COMPLETE IMPROVEMENTS		\$ 7,070.00	
REDUCTION NO. 3		\$ 71,688.10				BALANCE OF SECURITY		\$ 255,065.90	
PREPARED BY: _____		DATE: _____				NEW BALANCE OF SECURITY REQUIRED		\$ 133,399.30	
						(120% COST TO COMPLETE + 10% COMPLETED IMPROVEMENTS)			
APPROVED BY: _____		DATE: _____				NET ALLOWABLE BOND REDUCTION		\$ 121,666.60	

EXHIBIT A
HEARTLAND MEADOWS
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
STORM SEWER CONSTRUCTION		
CA-6 GRANULAR BACKFILL TRENCHES	TONS	250
2' DIA. TYPE A INLET	EACH	13
4' DIA CATCH BASIN	EACH	7
5' DIA CATCH BASIN	EACH	6
12" HDPE N12 PIPE	FOOT	465
12" RCP STORM SEWER	FOOT	565
15" RCP STORM SEWER	FOOT	262
18" RCP STORM SEWER	FOOT	190
24" RCP STORM SEWER	FOOT	277
4' DIA. OUTFALL STRUCTURE	EACH	1
12" FLARED END SECTION W/ GRATE	EACH	2
24" FLARED END SECTION W/ GRATE	EACH	2
WATER MAIN CONSTRUCTION		
CA-6 GRANULAR BACKFILL TRENCHES	TONS	1,775
CONNECT TO EXISTING SVC	EACH	15
WATER SERVICE WITH B-BOX	EACH	46
6" DIP WATERMAIN AND FITTINGS	FOOT	9
8" DIP WATERMAIN AND FITTINGS	FOOT	912
FIRE HYDRANT W/AUX. VALVE	EACH	3
8" GATE VALVE	EACH	2
W. MAIN PRESSURE CONNECT W/5' VAULT	EACH	2
SANITARY SEWER CONSTRUCTION		
CA-7 GRANULAR BACKFILL UTILITY TRENCHES	TONS	7,025
6" PVC SDR26 SANITARY PIPE	FOOT	1,432
4' DIA SANITARY MANHOLE	EACH	6
8" PVC SDR26 SANITARY PIPE	FOOT	991
8" PVC SDR21 SANITARY PIPE	FOOT	284
ROADWAY CONSTRUCTION		
PRIMER COAT	GALS	270
STABILIZED CONSTRUCTION ENTRANCE BAS	TONS	35
SAW CUTS	FOOT	785
MILLING & RESURFACE FREEMONT	TONS	104
RESURFACE JACKSON	TONS	150
RESURFACE BRISTOL	TONS	95
COMB. CONCRETE B-612 CURB & GUTTER	FOOT	2,950
CLASS D PATCHES - SANITARY SERVICE	EACH	13
CLASS D PATCHES - WATER SERVICE	EACH	6
AGGREGATE COURSE. TYPE A, CA-6	TONS	1,795
5" P.C.C. PAVEMENT / SIDEWALK	SQ FT	15,911
HMA IL - 19. N50 2 1/2" BINDER COURSE	TONS	460
HMA IL - 12.5 N50 1 1/2" SURFACE COURSE	TONS	275
HMA IL - 9.5. N50 3" SURFACE COURSE	TONS	120

EXHIBIT A
HEARTLAND MEADOWS
UNITED CITY OF YORKVILLE

HMA IL - 12.5. N50 3" SURFACE COURSE	TONS	57
GENERAL CONSTRUCTION		
TRAFFIC CONTROL	L.S.	3
SAW CUTS	FOOT	750
SEEDING CLASS 1A	ACRE	2
DETENTION POND	C.Y.	13,845
EROSION BLANKET	S.Y.	3,187
LANDSCAPING - TREES	EACH	75
POWER POLE RELOCATION	EACH	3
SIGNAGE	EACH	9
THERMOPLASTIC STRIPING INCL. STOP BAR	FOOT	975
LIGHT POLE	EACH	3
DRIVEWAY APRON REMOVAL	SQ FT	230
SIDEWALK REMOVAL	SQ FT	990
EROSION CONTROL		
EROSION CONTROL SEEDING	ACRE	3
PERIMETER EROSION BARRIER	FOOT	2,400
ADDITIONAL EROSION CONTROL ITEMS	L.S.	3



Legend

- Heartland Meadows Boundary
- Roadway Acceptance

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

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

NO.	DATE	REVISIONS

DATE: APRIL 2022
 PROJECT NO.: YD1343
 BY: MJT
 PATH: \\s:\projects\2022\YD1343\1000\1000.dwg
 FILE: \\s:\projects\2022\YD1343\1000\1000.dwg

**HEARTLAND MEADOWS
 LOCATION MAP**



UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS



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

Agenda Item Number

New Business #4

Tracking Number

PW 2023-44

Agenda Item Summary Memo

Title: 2023 Sanitary Sewer Lining – Design and Construction Engineering Agreement

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson

Name

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 11, 2023
Subject: Sanitary sewer lining – design and construction engineering agreement

Summary

Consideration of a design and construction services agreement with EEI for the 2023 sanitary sewer lining program.

Background

This item was last discussed during the FY 23 budget presentation, when the City Council reviewed a budget proposal that contains \$400,000 for sanitary sewer lining. Since that meeting, the staff have narrowed down the geographic location of the proposed sewer lining (King St, Tower Lane, and surrounding area). Accordingly, EEI has submitted a design and construction engineering agreement for our consideration.

The agreement submitted by EEI covers both design and construction engineering and sewer televising. The total cost of the contract is estimated to be ~\$43,000 including a fixed fee design engineering contract amount of \$26,532 (which includes ~\$14,000 for sewer televising and cleaning) plus construction engineering fees paid at hourly rates in the estimated amount of \$17,039.

Recommendation

Staff recommends approval of the professional services agreement with EEI for design and construction engineering, and sanitary sewer televising.

**2023 Sanitary Sewer Lining
United City of Yorkville
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design and construction engineering will be provided for approximately 4,900 linear feet of sanitary sewer lining on Tower Lane, Somonauk St., King St., and Center St., (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 \$26,532, of which direct are estimated at \$13,750. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$17,039. 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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

2023 Sanitary Sewer Lining
United City of Yorkville
Professional Services Agreement
Design & Construction Engineering

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

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

**Attachment B – Scope of Services
2023 Sanitary Sewer Lining
United City of Yorkville, IL**

The United City of Yorkville intends to install a CIPP liner for approximately 4,900' of sanitary sewer along Tower Lane, Somonauk St., King St., and Center St.

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

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Coordination with the City
- Coordinate Televising of Sewer and Review of Existing Conditions

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI

2.3 Bid Package, Specifications and Estimates

- Preparation of 50% Specifications
- Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

2.4 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

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

CamVac – Televising Existing Sanitary Sewer

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

3.1 Construction Administration

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

*2023 Sanitary Sewer Lining
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering
Attachment B - Scope of Services*

3.2 Construction Observation and Documentation

- Provide Resident Engineering Services for Construction
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The above scope for “2023 Sanitary Sewer Lining” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT		United City of Yorkville	
PROJECT TITLE		2023 Sanitary Sewer Lining	
		PREPARED BY	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPT 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$167	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration	-		6	-	4	-	-	-	-	-	-	10	\$ 1,872
2.2	Project Meetings		2	2	-	4	-	-	-	-	-	-	8	\$ 1,534
2.3	Bid Package, Specifications and Estimates		-	7	-	24	-	-	-	-	-	-	31	\$ 5,316
2.4	Bidding and Contracting		-	4	-	17	-	-	-	-	-	7	28	\$ 4,060
Insert Task Subtotal:			2	19	-	49	-	-	-	-	-	7	77	\$ 12,782
CONSTRUCTION ENGINEERING														
3.1	Construction Administration		2	14	20	-	-	-	-	-	-	2	38	\$ 6,814
3.2	Observation and Documentation		-	2	56	-	-	-	-	-	-	2	60	\$ 9,900
Insert Task Subtotal:			2	16	76	-	-	-	-	-	-	4	98	\$ 16,714
PROJECT TOTAL:			2	19	-	49	-	-	-	-	-	7	77	\$ 29,496

DIRECT EXPENSES	
Vehicle Charges =	\$ 325
Cleaning & Televising =	\$ 13,750
DIRECT EXPENSES =	\$ 14,075

LABOR SUMMARY	
EEI Labor Expenses =	\$ 29,496
TOTAL LABOR EXPENSES =	\$ 29,496

TOTAL COSTS	\$ 43,571
--------------------	------------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2314-P				
PROJECT TITLE							DATE		PREPARED BY		
2023 Sanitary Sewer Lining							5/4/23		KDW		

TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		DESIGN ENGINEERING											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Bid Package, Specifications and Estimates												
2.4	Bidding and Contracting												
CONSTRUCTION ENGINEERING													
3.1	Construction Administration												
3.2	Observation and Documentation												





Legend
 Sanitary Sewer Lining

SANITARY SEWER LINING
 2,105 LF 10"

SANITARY SEWER LINING
 725 LF 12"

SANITARY SEWER LINING
 920 LF, 15"

SANITARY SEWER LINING
 725 LF 12"

SANITARY SEWER LINING
 390 LF, 8"



Copyright nearmap 2015

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



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

DATE:	APRIL 2023
PROJECT NO.:	YO2306
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2218_Sanitary Lining Center-King.MXD

2023 SANITARY SEWER LINING
LOCATION MAP
 ATTACHMENT E





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 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 2023-45

Agenda Item Summary Memo

Title: 2024 Water Main Replacement - Design Engineering Agreement

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: _____

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: City Council
From: Bart Olson, City Administrator
CC:
Date: May 11, 2023
Subject: Watermain design engineering contracts (A and B)

Summary

Consideration of two design engineering agreements with EEI for the 2024 watermain replacement program.

Background

This item was last discussed during the FY 24 budget presentation, when the City Council reviewed a budget proposal that contains more than \$5,000,000 for watermain replacement in FY 25. In order to bid these items out in Spring 2024, the design engineering needs to begin immediately. Accordingly, EEI has submitted two design engineering contracts for the 2024 watermain replacement program.

The two agreements submitted by EEI covers design engineering services only. The total cost of both contracts is \$340,507, and this cost is included in the FY 24 and FY 25 budget. The first contract (A) is for \$172,070 and includes watermain work occurring generally north of the Fox River, West of Route 47 and South of Route 34. The second contract (B) is for \$168,437 and includes watermain work occurring in and around the Fox Industrial Park south of town. EEI and staff are recommending that we split this work into the two contracts so both projects are around \$2-3m (any larger and we might be outside the capabilities of local contractors) and so that the two projects are grouped geographically.

Recommendation

Staff recommends approval of the professional services agreement with EEI for design engineering for the 2024 watermain replacement program.

2024 Water Main Improvements – Contract A
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 approximately 5,200 linear feet of water main improvements on Center St., West St., Park St., Spring St., Colton St., and River St. (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 \$172,070, of which direct expenses are estimated at \$11,285. 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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

**2024 Water Main Improvements – Contract A
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

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 Bristol Township

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, Bristol Township, and EEI prior to Bidding.

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

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

CLIENT		United City of Yorkville	
PROJECT TITLE		2024 Water Main Improvements - Contract A	
		PREPARED BY	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST	
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70			
PROJECT ADMINISTRATION															
2.1	Project Management and Administration		4	28	15	-	-	-	-	-	-	-	47	\$ 9,548	
2.2	Project Meetings		7	7	12	-	-	-	-	-	-	-	26	\$ 5,405	
2.3	Topographic Survey		-	-	-	-	57	68	36	-	-	-	161	\$ 29,155	
2.4	Utility Coordination		-	2	20	-	-	-	-	-	-	-	22	\$ 4,248	
2.5	Final Plans, Specifications, and Estimates		16	32	180	140	-	-	-	50	170	-	588	\$ 102,462	
2.6	Permits		-	4	20	-	-	-	-	-	-	-	24	\$ 4,656	
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7	33	\$ 5,331	
Insert Task Subtotal:			28	79	257	149	57	68	36	50	170	7	-	901	\$ 160,805
PROJECT TOTAL:			28	79	257	149	57	68	36	50	170	7	-	901	160,805

DIRECT EXPENSES	
Mileage =	\$ 320
Printing =	\$ 260
Material Testing =	\$ -
Environmental Assessment =	\$ 10,685
DIRECT EXPENSES =	\$ 11,265

LABOR SUMMARY	
EEI Labor Expenses =	\$ 160,805
TOTAL LABOR EXPENSES	\$ 160,805

TOTAL COSTS	\$ 172,070
--------------------	-------------------

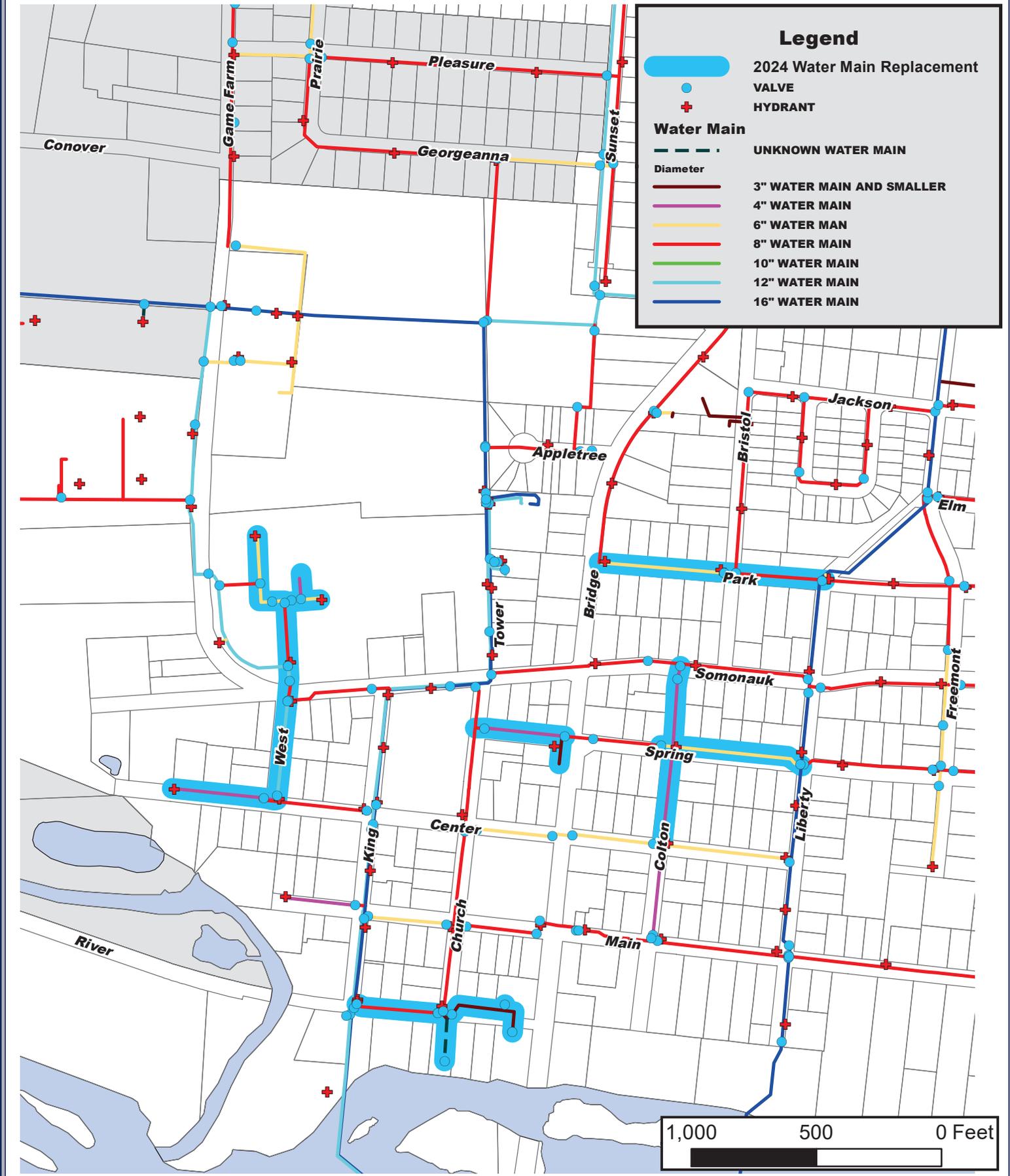


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2314-P				
PROJECT TITLE							DATE		PREPARED BY		
2024 Water Main Replacement - Contract A							5/4/23		KDW		

TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
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												





Legend

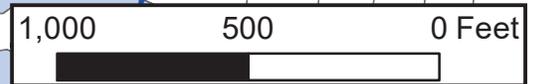
- 2024 Water Main Replacement
- VALVE
- + HYDRANT

Water Main

UNKNOWN WATER MAIN

Diameter

- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN



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

DATE:	MAY 2023
PROJECT NO.:	YO2314
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2314_2024 Water Main Replacement Contract A.MXD

2024 WATER MAIN REPLACEMENT - CONTRACT A





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

2024 Water Main Improvements – Contract B
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 approximately 5,600 linear feet of water main improvements on Beaver St., Deer St., Badger St., and Wolf St. (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 \$168,437, of which direct expenses are estimated at \$10,310. 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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

**2024 Water Main Improvements – Contract A
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

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 Bristol Township

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, Bristol Township, and EEI prior to Bidding.

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

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

CLIENT		United City of Yorkville	
PROJECT TITLE		2024 Water Main Improvements - Contract B	
		PREPARED BY	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
PROJECT ADMINISTRATION														
2.1	Project Management and Administration		4	28	15	-	-	-	-	-	-	-	47	\$ 9,548
2.2	Project Meetings		6	6	11	-	-	-	-	-	-	-	23	\$ 4,770
2.3	Topographic Survey		-	-	-	-	48	68	36	-	-	-	152	\$ 27,112
2.4	Utility Coordination		-	2	20	-	-	-	-	-	-	-	22	\$ 4,248
2.5	Final Plans, Specifications, and Estimates		16	32	180	140	-	-	-	50	170	-	588	\$ 102,462
2.6	Permits		-	4	20	-	-	-	-	-	-	-	24	\$ 4,656
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7	33	\$ 5,331
Insert Task Subtotal:			27	78	256	149	48	68	36	50	170	7	889	\$ 158,127
PROJECT TOTAL:			27	78	256	149	48	68	36	50	170	7	889	\$ 158,127

DIRECT EXPENSES	
Mileage =	\$ 320
Printing =	\$ 260
Material Testing =	\$ -
Environmental Assessment =	\$ 9,730
DIRECT EXPENSES =	\$ 10,310

LABOR SUMMARY	
EEL Labor Expenses =	\$ 158,127
TOTAL LABOR EXPENSES	\$ 158,127

TOTAL COSTS \$ 168,437

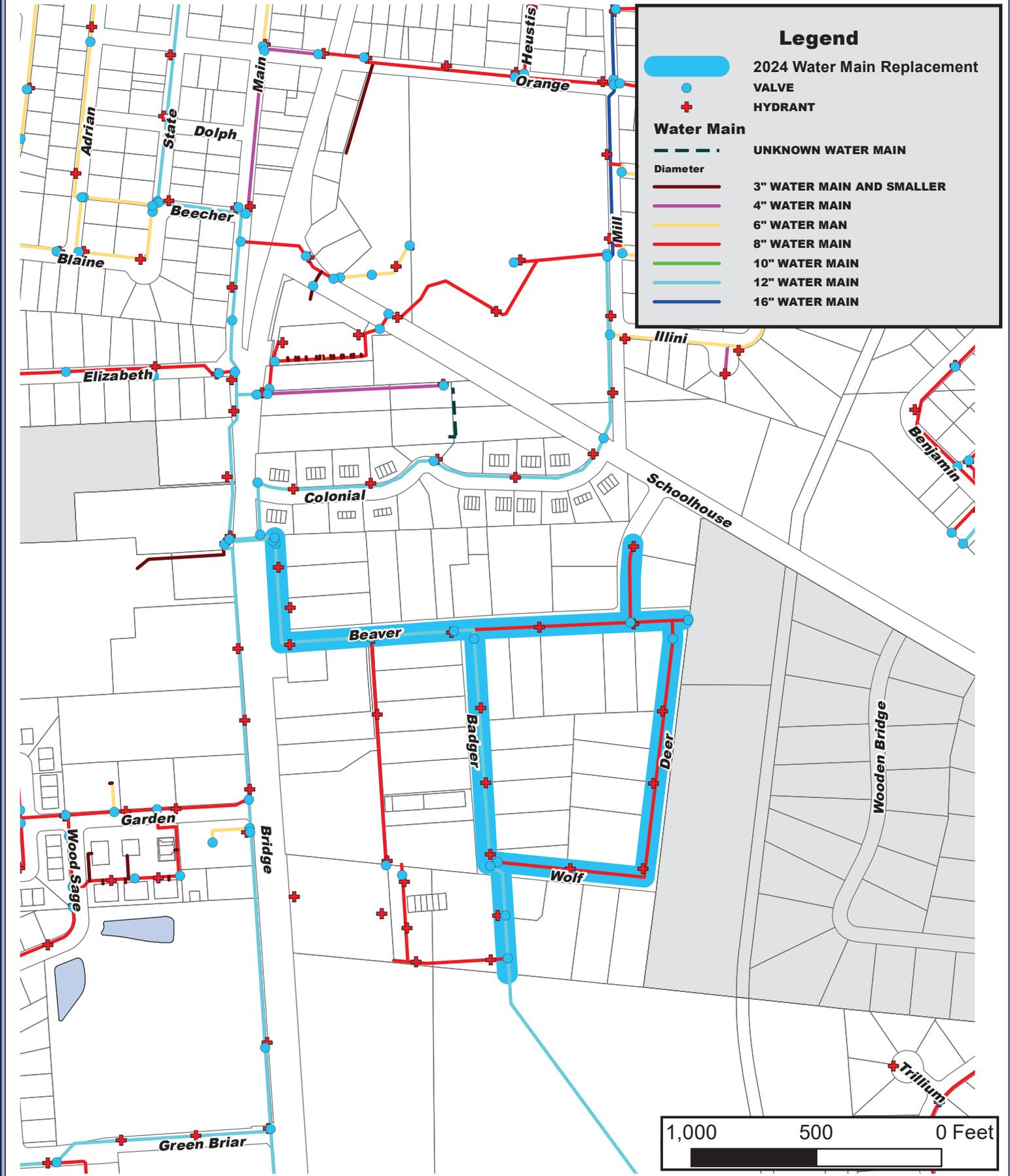


ATTACHMENT D: ESTIMATED SCHEDULE

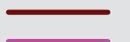
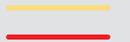
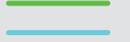
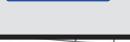
CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2315-P				
PROJECT TITLE							DATE		PREPARED BY		
2024 Water Main Replacement - Contract B							5/4/23		KDW		

TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
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												





Legend

-  2024 Water Main Replacement VALVE
-  HYDRANT
- Water Main**
-  UNKNOWN WATER MAIN
- Diameter**
-  3" WATER MAIN AND SMALLER
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  16" WATER MAIN



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

DATE:	MAY 2023
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_2024 Water Main Replacement Contract B.MXD

2024 WATER MAIN REPLACEMENT - CONTRACT B





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

Agenda Item Number

New Business #6

Tracking Number

PW 2023-46

Agenda Item Summary Memo

Title: Grande Reserve – Unit 13

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

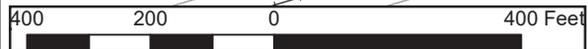
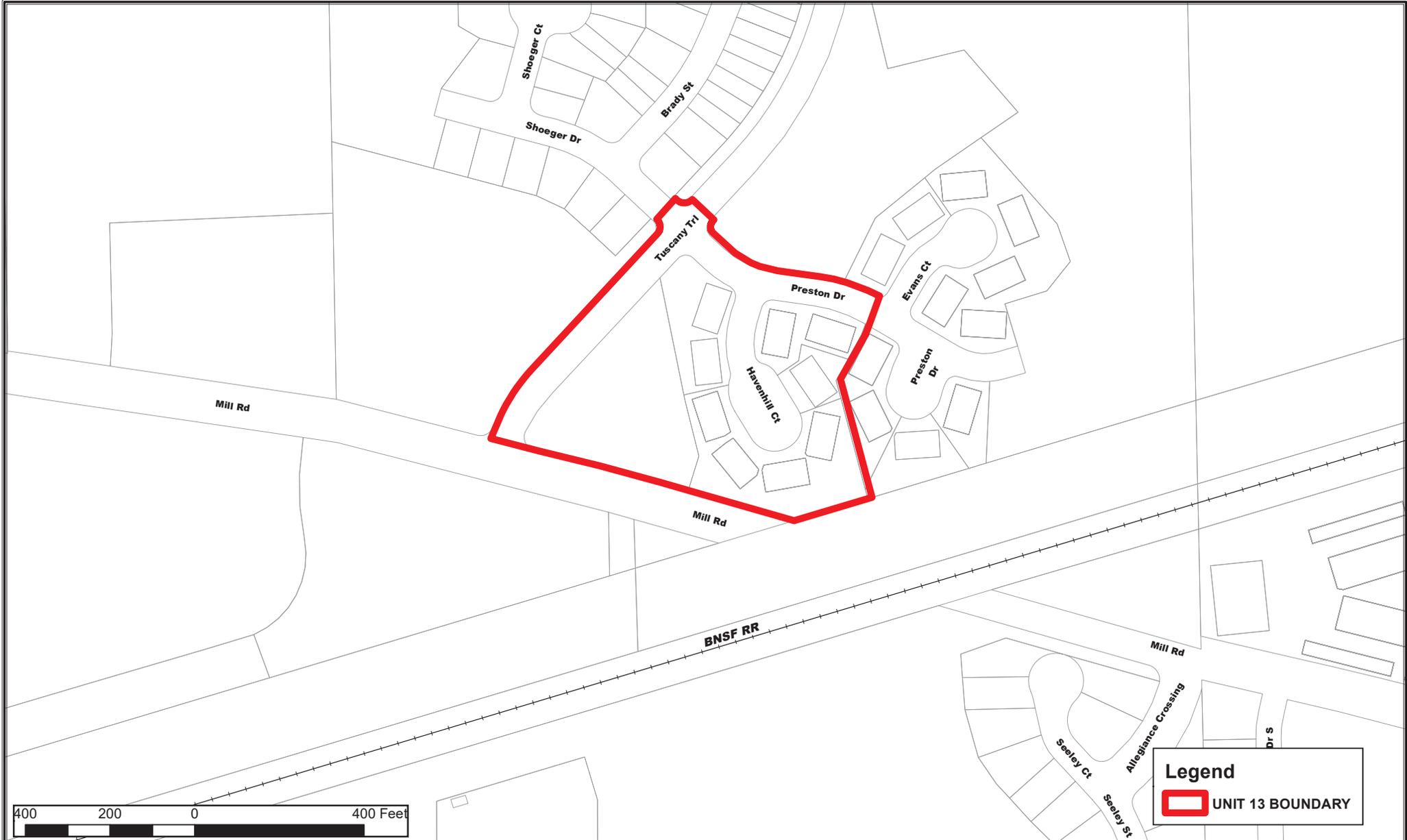
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: April 21, 2023
Subject: Grande Reserve Units 13

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The developer has provided a separate bond to cover costs of remaining sidewalk installation in currently undeveloped lots, which will be released after completion of all sidewalks. The value of the security to be released is \$87,600.00

The public improvements were accepted on January 31, 2022.

Please let us know if you have any questions.




Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-0700 / www.eeiweb.com

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

NO.	DATE	REVISIONS

DATE:	JANUARY 2022
PROJECT NO.:	YCE112
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	H:\GIS\PUBLIC\Yorkville\2021\YCE112_12\YCE112_Grade Reserve Unit 13.mxd

UNIT 13
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

EXHIBIT B
LOCATION MAP





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

Agenda Item Number

New Business #7

Tracking Number

PW 2023-47

Agenda Item Summary Memo

Title: Grande Reserve – Unit 14

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 21, 2023
Subject: Grande Reserve Units 14

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The developer has provided a separate bond to cover costs of remaining sidewalk installation in currently undeveloped lots, which will be released after completion of all sidewalks. The value of the security to be released is \$125,600.00.

The public improvements were accepted on January 31, 2022.

Please let us know if you have any questions.



Legend

 UNIT 14 BOUNDARY



Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-0700 / www.eeiweb.com

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

NO.	DATE	REVISIONS

DATE:	JANUARY 2022
PROJECT NO.:	YCE112
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	H:\GIS\PUBLIC\Yorkville\2021\YCE112_Grade Reserve Unit 14.mxd

UNIT 14
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

EXHIBIT B
LOCATION MAP





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

Agenda Item Number

New Business #8

Tracking Number

PW 2023-48

Agenda Item Summary Memo

Title: Grande Reserve – Unit 23

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

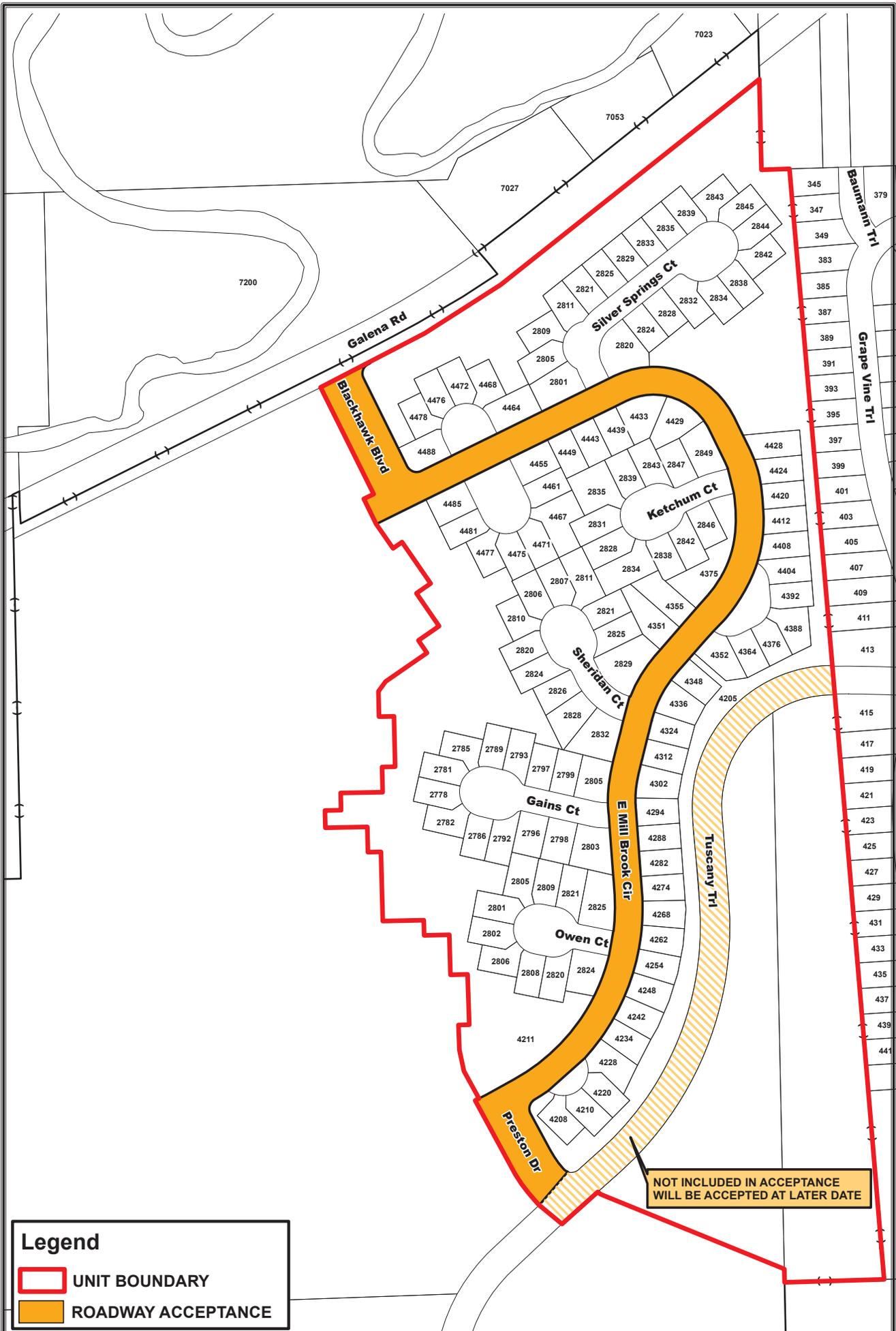
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: April 21, 2023
Subject: Grande Reserve Unit 23

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The developer has provided a separate bond to cover costs of remaining sidewalk installation in currently undeveloped lots, which will be released after completion of all sidewalks. The value of the security to be released is \$520,410.95.

The public improvements were accepted on December 15, 2020.

Please let us know if you have any questions.



NOT INCLUDED IN ACCEPTANCE
WILL BE ACCEPTED AT LATER DATE

Legend

- UNIT BOUNDARY
- ROADWAY ACCEPTANCE

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



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

NO.	DATE	REVISIONS

DATE: NOVEMBER 2020
 PROJECT NO.: YD1720
 BY: MJT
 PATH: \projects\public\10886\108861011
 FILE: Grande Res Unit 23 Exhibit B.mxd

**GRANDE RESERVE - UNIT 23
 EXHIBIT B
 LOCATION MAP**





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

Agenda Item Number

New Business #9

Tracking Number

PW 2023-49

Agenda Item Summary Memo

Title: Supplemental MFT Resolution for Bulk Rock Salt

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Annual resolution appropriating MFT funds for the purchase of bulk rock salt

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

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: May 2, 2023
Subject: MFT resolution for bulk rock salt purchase

Summary

Staff is seeking approval of a supplemental resolution for the purchase of bulk rock salt using MFT money.

Background

Each year we must submit to IDOT our intent (or not) to purchase salt through them. This year staff is requesting a purchase of 2160 tons of salt at \$95.00 per ton for a total of \$205,200. The way the contract is structured, we can purchase a minimum of 80% (1728 tons) and maximum of 120% (2592 tons) of the requested tonnage. I factored a large increase of 20% from last year's price per ton of \$79.10. With all the unknowns and past volatility of salt prices, I would rather be safe than sorry. We will know the bid price sometime between August – October and will be able to adjust our budget accordingly. If the price is lower, we can use the remainder of the funds on other MFT projects since MFT money has to stay within the fund and any surplus rolls over from year to year. This is also a slight increase in tonnage over last year as well, from 1600 tons to 2160.

We currently have approximately 300 tons of salt in our bins and 900 tons in storage at Kendall County Highway Dept. The combination of our order and what we have in storage will get us through the worst of winters. Hopefully, we will not need to tap our reserves and will be able to get through the winter on what we have ordered.

Recommendation

Staff recommends approval of this resolution.



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Supplemental	24-00000-00-GM

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

Two Hundred Five Thousand Dollars (\$205,000.00)

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

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

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

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

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

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

Council of Yorkville at a meeting held on _____

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

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost for

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

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	Ton	2,160	\$95.00	\$205,200.00	\$205,200.00
Total Operation Cost								\$205,200.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total				

Estimated Maintenance Eng Costs Summary

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

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



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

Agenda Item Number

New Business #10

Tracking Number

PW 2023-50

Agenda Item Summary Memo

Title: PW Vehicle Purchases and Disposal of Property

Meeting and Date: Public Works Committee – May 16, 2023

Synopsis: Proposed purchase of Ford F150 and F550, with corresponding budget amendment and disposal of 2007 pickup

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: May 9, 2023
Subject: Truck Purchases and Disposal of Trucks

Summary

Staff is proposing the purchase of a Ford F150 from Haggarty Ford in the amount of \$44,985 and to order a Ford F550 dump truck for the street department from Lindco Equipment through a Sourcewell contract in the amount of \$121,114.

Background

Water Department truck purchase background – this truck was scheduled to be one of two transit vans purchased from the FY 23 budget. We were looking to purchase transit vans because they were less expensive, and the transit connect got better gas mileage than a pickup. After looking for vans for the better part of the year, we found some. As with everything else, the prices had risen dramatically over the previous 18 months to a point that an F150 is virtually the same price as an F150 and is available. We did purchase one van at the end of March for a price of \$45,730 and the proposed F150 is \$44,985. We went through with this purchase because we were able to also shift trucks around and remove a \$54,000 truck purchase for the Director. The van is used for water meter installations and appointments, it will get much better gas mileage than the previous truck we were using as well. For the current purchase request, we would prefer the pickup for its space and 4-wheel drive over the van. This truck will be used by our utility locator; the pickup will allow him to carry more supplies and give him the ability to go into construction sites that the van wouldn't be able to go into. We knew this was a downfall of the van, but we were willing to sacrifice to save money. Now that the vehicles are within \$1000 of each other, we feel the pickup will be a better long-term fit. We will have to purchase a cap for the pickup to weatherproof the bed at a cost of ~\$2000.

As previously shown in the Adopted FY 24 budget document, total vehicle (51-510-60-00-6070) purchases projected in the Water Fund for FY 23 was \$185,953: comprised of \$87,620 for 2 new F-350's (carried over from FY 22); \$18,333 for a new Directors truck (\$55,000 split equally between Streets, Water and Sewer); and \$80,000 for 2 new transit vans. Actual vehicle purchases for FY 23 included the two F-350's (\$87,934) and a new transit van for \$45,730, for a total of \$133,664. Since the Director's truck will not be purchased, staff is requesting that \$48,000 be moved into FY 24 in order to fund the new F-150 and the weatherproofing of the pick-up bed. As presented in the attached budgeted amendment, this adjustment will increase the budgeted FY 24 Fund Balance Equivalency of the Water Fund by \$4,289 (\$4,090,079 amended v. \$4,085,790 as originally proposed). This will be a single source purchase and will need a super majority vote for approval.

Street Department truck purchase background – in the freshly approved FY 24 budget there is \$140,000 for the purchase of two (2) 1-Ton dump trucks. Unfortunately, since staff investigated pricing for the budget last winter, prices have jumped tremendously because availability is almost zero for what we are looking for. In fact, there are no Ford F350 orders

being taken at this time. I have attached a few samples of what we can find on the ground, but they are not really what we need, or they are extremely expensive.

Example 1 is a 1-ton dump with 4-wheel drive for \$72,510. This does not include the plow, slide in spreader, snowplow prep package, light package, and the dump body is a mild steel body instead of stainless steel. The cost to retro fit these items would be ~\$22,000-\$25,000. Through the years, we have found that the mild steel bodies cannot handle the salt and the constant loading and unloading, they end up rusting holes through the bed and sides. This would affect the reliability of the truck and increase maintenance costs.

Example 2 is a F350 cab/chassis with a diesel motor and 4-wheel drive for \$63,620. If we use the upfitter price from example 1 of \$19,885 for the box (which we would not do) the price is already at \$83,505 without the plow, spreader, light package, upfit switches, and plow prep package which would add another \$22,000-\$25,000.

Instead of trying to find something that “works” instead of getting what we need at a price tag of ~\$100,000 depending on what is available, staff proposed the following:

We currently have two (2) 2016 Ford F350 1-ton dump trucks that were scheduled to be traded in on the new vehicles. These vehicles are in good shape and staff believes we could get another 3 years out of these vehicles without major repairs. Instead of trading them in, staff recommends that we keep the above-mentioned vehicles for an additional 3 years and ordering one new Ford F550 with a stainless steel body, plow and under tailgate spreader.

This proposed purchase is a slightly more heavy-duty truck, somewhere between a 1-ton and a single axle large dump truck. The F550 has a larger payload, more towing capacity, and a hydraulic system to control the box and spreader instead of electric only. By specifying the hydraulic system, we eliminate the need for a slide in spreader which are about \$13,000.

I agree that a price tag of \$121,000 is high, but nobody knows when the other trucks will become available, or if the prices are ever coming back down to a reasonable level.

Currently, we look to trade in small vehicles and equipment in 7 years and large vehicles and equipment in 10 years. I believe this truck purchase could be a 10-year purchase instead of 7. It is built more like a large dump truck rather than a pickup and is made to take more punishment than a pickup.

The budgeted amount for the two (2) 1-Ton dumps was \$140,000. The cost of the proposed F550 is \$121,114, which gives us a savings of \$18,886.

By keeping both of our 2016 1-ton dumps along with the purchase of the van in the water department, we were able to eliminate the need to purchase a truck for the building maintenance department and for the Director. This is a savings of over \$100,000. Even if we have to perform a major repair to each of the trucks in the next 3 years, the savings will still far outweigh the expense of the repair. Hopefully, truck inventory and prices will stabilize in the next 3 years so we can get back on track. Keeping these 2 trucks has also allowed us to be able to dispose of another old truck that has been retired from the fleet. It is a 2007 Ford F250 with 58,837 hard miles on it. This truck was always tasked to do more than it was made for. We originally bought a pair of these trucks for the water and street foreman to use for daily drivers. We knew they would also help plow, if necessary, but wouldn't be used unless needed. Then the big recession hit, and we were not buying vehicles like we were previously, so these trucks got put into heavy snow plow use along with being daily drivers. Unfortunately, that was their downfall, and the mechanical breakdowns were constant. The body is also in bad shape from rust. The bed is almost rusted through and there are many rust areas on the body.

Recommendation

Staff recommends the purchase of a Ford F150 from Haggarty Ford in an amount not to exceed \$44,985. This would be a supermajority vote.

Staff recommends the purchase of a 2024 Ford F550 as specified through a Sourcewell contract from Lindco Equipment Sales of Merrillville, IN in the amount of \$121,114.

Staff Recommends disposing of a 2007 Ford F250 Vin # 1FTNF21587EA47543 through consignment at AutoSmart in Oswego, IL.



130 E. Roosevelt Rd, West Chicago, IL 60185
Ph: (630) 231-3200

Haggerty Ford
330 E. Roosevelt Rd
West Chicago, IL 60185
Ph: (630) 231-3200

DATE 04/13/2023 Salesman Matt Mayes

NAME UNITED CITY OF YORKVILLE STOCK # F23048

CO-BUYER _____ EMAIL jbauer@yorkville.il.us

ADDRESS 800 GAMEFARM ROAD CELL PHONE (630) 878-0093

CITY YORKVILLE STATE IL ZIP 60560 HOME PHONE (630) 878-0093

HOME PHONE (630) 878-0093

please enter my order for the following: New Demo Used

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2023	Ford	F-150	OXFORD WHITE		1FTEX1EP5PKD26906
TRADED						

CASH SELLING PRICE	44,470.00
TRADE DISCOUNT	
CASH DIFFERENCE	44,470.00
TAXES	
LICENSE & TITLE	168.00
ADMINISTRATIVE FEES & CHARGES	347.00
SUB TOTAL	44,985.00
PAYOFF ON TRADE	
SUB TOTAL	44,985.00
FACTORY REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE ON DELIVERY	44,985.00

ADMINISTRATIVE FEES AND CHARGES; AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURERS OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOOD AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

NOTICE - If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and /or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Haggerty Ford power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL, PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH IS DRAWN.

SIGNED _____ PURCHASER

SIGNED _____ CO-BUYER



VEHICLE DESCRIPTION
F-150
 2023 F-150 4X4 SUPERCAB
 145" WHEELBASE
 2.7L V6 ECOBOOST
 ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
 OXFORD WHITE

INTERIOR
 BLACK SPORT CLOTH40/20/40

PK D26906

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|---|---|--|--|
| <p>EXTERIOR</p> <ul style="list-style-type: none"> • TIME RUNNING LAMPS • FUEL CAPLESS FILLER • BOXED STEEL FRAME • GEN HEADLAMPS • LAMPS - AUTO HIGH BEAM • LAMPS - AUTOLAMP • (FF) • (ING) REMOVABLE TAILGATE • UAL FOLD POWER MIRRORS • UP BOX TIE DOWN HOOKS • ER TAILGATE LOCK • LER SWAY CONTROL • RS- INTERMITTENT | <p>INTERIOR</p> <ul style="list-style-type: none"> • 4" PRODUCTIVITY SCREEN • CRUISE CONTROL • DOOR LOCKS - POWER • DUAL SUNVISORS • ILLUMINATED ENTRY • MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER • POWERPOINTS - 12V • TILT/TELESCOPE STR COLUMN | <p>FUNCTIONAL</p> <ul style="list-style-type: none"> • AUTO HOLD • CURVE CONTROL • DYNAMIC HITCH ASSIST • FAIL-SAFE COOLING SYSTEM • FORDPASS CONNECT™ 4G • HOTSPOT TELEMATICS MODEM • HILL START ASSIST • MYKEY® • POST-COLLISION BRAKING • PRE-COLLISION ASSIST W/AEB • REVERSE SENSING AND REAR VIEW CAMERA • SELECTSHIFT® • SYNC®4 W/8" SCREEN | <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> • ADVANCETRAC™ WITH RSC® • AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT • AIRBAGS - SAFETY CANOPY® • CTR HIGH MOUNT STOP LAMP • PERIMETER ALARM • SOS POST-CRASH ALERT SYS™ • TIRE PRESSURE MONIT SYS <p>WARRANTY</p> <ul style="list-style-type: none"> • 3YR/36,000 BUMPER / BUMPER • 5YR/60,000 POWERTRAIN • 5YR/60,000 ROADSIDE ASSIST • 8YR/100,000 HYBRID BATTERY |
|---|---|--|--|

DED ON THIS VEHICLE	(MSRP)		(MSRP)
MENT GROUP 101A		PRICE INFORMATION	
RIES		BASE PRICE	\$42,995.00
		TOTAL OPTIONS/OTHER	4,580.00
ADDITIONAL EQUIPMENT/OTHER		TOTAL VEHICLE & OPTIONS/OTHER	47,575.00
ECOBOOST	1,285.00	DESTINATION & DELIVERY	1,795.00
R 18 BSW ALL-TERRAIN		TOTAL BEFORE DISCOUNTS	49,370.00
ATIO REGULAR AXLE	NO CHARGE	XL DISCOUNT	- 750.00
3WVR PACKAGE		STX APPEARANCE DISCT	- 750.00
LICENSE PLATE BRACKET	NO CHARGE	TOTAL SAVINGS	- 1,500.00
PEARANCE PACKAGE	2,585.00		
4 W/ENHANCED VOICE RECOG			
WINDOW DEFROSTER			
3 XM W/ 360L			
CY GLASS W/REAR DEFROSTE			
TE EMISSIONS	NO CHARGE		
START-STOP REMOVAL	- 50.00		
IV TRAILER HITCH	315.00		
POKE GLOSS BLACK WHEELS			
DED RANGE 36GAL FUEL TANK	445.00		
PORT CLOTH 40/20/40	NO CHARGE		

	RAMP ONE		TOTAL MSRP \$47,870.00
	CC15		
	RAMP TWO	CONVOY	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
		ITEM #: 41-1029 O/T 2	
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.			NL292 N RB 2X 325 004151 11 29 22

EPA DOT Fuel Economy and Environment Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy
 17 MPG city
 23 MPG highway

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe.

You spend \$3,000 more in fuel costs over 5 years compared to the average new vehicle.

5.0 gallons per 100 miles

Annual fuel cost \$2,200

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **4** (Best)

Smog Rating (tailpipe only) **6** (Best)

This vehicle emits 451 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 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 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

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
 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: ★★★★★

Side Crash
 Front seat: ★★★★★
 Rear seat: ★★★★★

Rollover ★★★★★
 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

45 YEARS BUILT TOUGH

F-SERIES
 AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

*Based on 1977-2021 CY total sales.
 **FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evaluating technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FTEX1EP5PKD26906

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPKD26906 TO 48028

Msg & Data rates may apply. Text HELP for help.

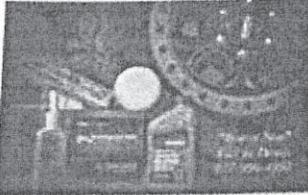
www.ford.com/help/privacy-terms/



Buyer: Jonathan Bauer
Home Phone: (630) 878-0093
Address: Yorkville, IL 60560

Salesperson: Ignar

2023 Ford F-150 XL 3467W



VIN: 1FTEX1EP0PKD79531
Odometer: 22
Color: Oxford White
Body Type: Extended Cab Pickup

Purchase

	Mo
\$0	\$47545.76

Leander
Truck

MSRP -or- Market Price	\$48,135.00
Hopkins Price	\$45,040.00
Accessories	\$1,795.00
Government Fee	\$328.50
Proc/Doc Fee	\$382.26
Total Taxes	0.00
Total Payment	\$47,545.76

Itemized Accessories First Place Finish: \$1795

- 1795
45,750.76

REJECTED QUOTE

Payments are based on blended rates.



7301S Kingery Hwy
Willowbrook, IL 60527

(630) 986-5000
WillowbrookFord.net

Date/Time: Apr 13, 2023 05:20 PM

Buyer: Village of Yourkville

Phone:

Address: 800 Gamefarm Rd

Yorkville, IL 60560

Salesperson: Marcus Williams

2023 Ford F-150, Body Type:Extended Cab Pickup QT55155

Color:Oxford White, 4 Miles VIN:1FTEX1EPXPKD55155

Cash	Balance Due
\$ Down	
\$0	\$46,039

MSRP/Retail	\$47,995.00
Discount	\$3,997.00
Selling Price	\$43,998.00
Trade Difference	\$43,998.00
Accessories	\$1,495.00
Government Fees	\$199.00
Proc/Doc Fees	\$347.26
Subtotal (Selling Price +	\$46,039.26
Total Balance Due	\$46,039.26

X REJECTED QUOTE
Customer Signature

X _____
Manager Signature

Date

Date

--All Payments With Approved Credit-- Save money with more down payment! Lower BALANCE equals a lower monthly investment, less finance charges, and a shorter trade cycle



7301S Kingery Hwy
Willowbrook, IL 60527

(630) 988-5000
WillowbrookFord.net

Date/Time: Apr 13, 2023 05:20 PM

Buyer: Village of Yourkville

Phone:

Address: 800 Gamefarm Rd
Yorkville, IL 60560

Salesperson: Marcus Williams

2023 Ford F-150, Body Type:Extended Cab Pickup QT48730

Color:Oxford White, 4 Miles VIN:1FTEX1EP5PKD48730

Cash	Balance Due
\$ Down	
\$0	\$46,035

MSRP/Retail	\$47,915.00
Discount	\$3,917.00
Selling Price	\$43,998.00
Trade Difference	\$43,998.00
Accessories	\$1,495.00
Government Fees	\$195.00
Proc/Doc Fees	\$347.26
Subtotal (Selling Price +	\$46,035.26
Total Balance Due	\$46,035.26

X REJECTED QUOTE
Customer Signature

X _____
Manager Signature

Date

Date

--All Payments With Approved Credit-- Save money with more down payment! Lower BALANCE equals a lower monthly investment, less finance charges, and a shorter trade cycle



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 1

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		<p>SOURCEWELL CONTRACT:</p> <hr/> <p>CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500, SW-TK0300, SW-TK0508, SW-TK0556, SW-TK0554</p> <hr/> <p>SOURCEWELL MEMBER:</p> <hr/> <p>MEMBER NUMBER: 99259 MEMBER: City of Yorkville CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: (630)553-4370 E-MAIL: jsleezer@yorkville.il.us</p> <hr/> <p>TERMS OF QUOTE:</p> <hr/> <p>***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.</p>		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 2

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		<p>CHASSIS PAYMENT TERMS:</p> <hr/> <p>* Ordered chassis must be paid for within 30 days of delivery to Lindco. * In stock chassis must be paid for within 30 days of receiving your purchase order. * All chassis are subject to price increases up until time of delivery to Lindco.</p> <hr/> <p>EQUIPMENT PAYMENT TERMS:</p> <hr/> <p>OPTION 1: * Pay for equipment within 30 days of purchase order date. * You are guaranteed no price increases on equipment.</p> <p>OPTION 2: * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion.</p> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <p>* Allow approximately 300-400 days for chassis to be in stock at Lindco after</p>		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282

Quote Date: Apr 19, 2023

Page: 3

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00		receiving your purchase order. * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE: ***** SOURCEWELL TOTAL PRICE: ***** SOURCEWELL CHASSIS: 2024 Ford F550 Regular Cab * 4 x 4 * 145" Wheelbase * 60" CA * DRW * 99N 7.3L Gas engine	54,378.00	54,378.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 4

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00		* 473 Snow plow prep package * 52B Trailer brake controller * 531 Trailer Tow Package * 62R PTO provision * 90 Power equipment group * 43C 100v/400w outlet		
		Equipment per below items mounted and fully operational.	66,736.00	66,736.00
		DUMP BODY:		
1.00	MAB SDYB-316 3.5/4.5	Viking Super Yard Bird 9' 3.5/4.5 YD DIMENSIONS: * 9' long * 84" ID * 96" OD * 24" front and rear * 18" sides * 10.25" rear pillar width * 3.5/4.6 yardage MATERIALS: * 10 gauge 201 2B stainless steel front, sides, and rear * 3/16 AR400 floor * 7 gauge 201 2B stainless longmembers		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 5

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		* Stainless rear corner posts and apron CONSTRUCTION: * Crossmemberless * Drop sides * Side bracing: Exposed bends are 1" radius, front corner post 3" deep, no intermediate side posts * Tapered front pillar CAB SHIELD: * 1/4 Integral cab shield with 14 ovals, (6) front, (6) rear, (1) on each side TAILGATE: * Manual release * One piece panel, no center vertical brace * 1/2" flame cut offset TG hinge, 1" upper TG pin, 1" lower TG pin * Stainless linkage and latching hardware * DA 3/8" stainless chains * Greasable at all pivot points * Greasable top pins HOIST: * Model 1520 assembly with frame * Frame extension * Mounting kit REAR CORNER POST LIGHT CUT OUTS: * (2) ovals in each rear corner post		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282

Quote Date: Apr 19, 2023

Page: 6

Viking-Cives #080818-VCM

Quoted To:

City of Yorkville
610 Tower Lane
Yorkville, IL 60560
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		OTHER ITEMS: * LED light kit with harness		
		FENDERS & MUDFLAPS:		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)		
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)		
1.00	031-00406/031-00235	Fleet Engineers Aero Slipper Poly ASP-25 Series Quarter Fender Kit w/ Post Style Mounts		
		LIGHTING AND ELECTRICAL:		
1.00	PH-310	JUNCTION BOX: Phoenix 10-Pole Junction Box		
1.00	B95W	BODY UP LIGHT & SWITCH: Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
1.00	510	BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC.		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 7

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00	175-S0-080-2	MASTER CIRCUIT BREAKER: Chief 80 amp high amp circuit breaker.		
12.00	SL65A0	CAB SHIELD LIGHTS: Buyers LED amber oval strobe light with rubber grommet * (6) installed in front of cab shield * (4) installed in rear of cab shield * (1) installed on each side of cab shield		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED) * Installed in outer ovals in rear of cab shield		
2.00	SL65A0	REAR CORNER POST LIGHTS: Buyers LED amber oval strobe light with rubber grommet * Installed in top oval in each rear corner post		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED) * Installed in bottom oval in each rear corner post		
2.00	ED3702AC	GRILL MOUNTED STROBES: Ecco Directional LED: Dual-color, 12 flash patterns, 12-24VDC, amber/clear * Installed in front grill		
2.00	MWL-19	SPREADER LIGHTS: Maxxima LED clear work light		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 8

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		HYDRAULICS:		
1.00	1171803 Rev. A	Force America PTO & Pump combo kit 2020+ F250-F600 Gas		
1.00	1197694 Rev. A	Force America Contractor Valve, SS, 5100EX, Contractor-VLV-SS-5100EX		
		STAINLESS STEEL TUBES FOR SPREADER:		
2.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings		
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
1.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings		
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing		
		QUICK COUPLERS FOR SPREADER:		
4.00	H4F4-S	Dixon 1/2" male stainless steel nipple		
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler		
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
		HYDRAULIC ADAPTERS, HOSES, OIL:		
1.00		Hydraulic Adapters and Fittings		
1.00		Hydraulic Hoses		
25.00	Hydraulic Oil	Hydraulic Oil		
		PINTLE HITCH:		
1.00		Lindco 1/2" pintle plate		
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 9

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00	PH15	bracket 3-1/2" x 3-3/8" O.D.		
1.00	LPC-B-WW2	Buyers 15 ton rigid mount pintle hook		
1.00	5621719	LED License Plate Light, Warm White		
1.00	054002	Buyers 17" rectangular ID marker light bar		
		Velvac 7-Way Blade Type Socket (Male / Truck Side)		
		SNOW PLOW:		
1.00	9' STB	Boss 9' straight blade Super Duty, electric hydraulic power unit, all cylinders, Smarttouch 2 controller, plow lights, markers, & rubber snow deflector. * STB03236 Super Duty 9' Steel * STB15020B Coupler unit with SL3 light package with SmartHitch2 for Super Duty Straight Blade * LTA10200 Undercarriage Ford F550 2017+ * STB09602 SmartTouch2 Controller, Straight Blade * MSC25002 Wiring Kit, Ford F550 2020+ * MSC01565 Snow deflector kit		
		TAILGATE SPREADER:		
1.00	00002-463-118	Viking SADS tailgate spreader w/18" poly		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 230282
Quote Date: Apr 19, 2023
Page: 10

Viking-Cives #080818-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	5/19/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00	SSA50	spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher. SUPER SPRINGS: SuperSpring 3000# spring (1500# per side), HD mounting hardware included PAINT: 1.00 PAINT HOIST & SUBFRA Prime Where needed and Paint Hoist & Subframe to black 1.00 PAINT PINTLE HITCH Paint Pintle Hitch 1.00 PAINT-MISCEL Paint Miscel 1.00 Under Coat Under coat dump body 8-10' body MISCELLANEOUS, FREIGHT, INSTALLATION: 1,432.60 Misc. Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc. 2,100.00 FREIGHT FREIGHT 121.00 INSTALLATION Lindco-Cives Installation Labor Hours		
			Subtotal	121,114.00
			Sales Tax	
			TOTAL	121,114.00

25% Restock Fee on All Cancelled and Returned Orders



EX-1

[Print](#)

New 2022 Ford F-350SD XL 4WD

VIN: 1FDRF3HN5NDA26807
Stock #: 22DC265

Engine: 7.3L V8 PFI SOHC 16V
Federal 385hp
Transmission: 10-Speed Automatic
Drive Train: 4WD

Exterior Color: Red
Interior Color: Med Earth Gry Hd 40



LaFontaine Automotive Group

(248) 887-4747

Equipment/Accessories

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Manual Air Conditioning
- Interior Trim -inc: Chrome Interior Accents
- Urethane Gear Shifter Material
- Passenger Visor Vanity Mirror
- Front Map Lights
- Full Vinyl/Rubber Floor Covering
- Manual 1st Row Windows
- Outside Temp Gauge
- Seats w/Vinyl Back Material
- Air Filtration
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Door Handles
- Manual Extendable Trailer Style Mirrors
- Light Tinted Glass
- Aluminum Panels
- Cab Clearance Lights
- 4 Speakers
- AM/FM Stereo w/MP3 Player
- Air Conditioning
- Steering wheel mounted audio controls
- 4-Wheel Disc Brakes
- Dual front impact airbags
- Emergency communication system: 911 Assist
- Overhead airbag
- Rear anti-roll bar
- Delay-off headlights
- Dual rear wheels
- Front reading lights
- Passenger vanity mirror
- Telescoping steering wheel
- Trip computer
- Front Center Armrest w/Storage
- Variably intermittent wipers
- Driver Air Bag
- Passenger Air Bag On/Off Switch
- Front Head Air Bag
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- FordPass Connect 4G Mobile Hotspot Internet Access
- Illuminated Locking Glove Box
- Full Cloth Headliner
- Day-Night Rearview Mirror
- 3 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Instrument Panel Covered Bin and Dashboard Storage
- Driver Information Center
- Analog Appearance
- Manual Adjustable Front Head Restraints
- Clearcoat Paint
- Black Side Windows Trim and Black Front Windshield Trim
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window
- Variable Intermittent Wipers
- Black Grille
- GVWR: 14,000 lb Payload Package
- AM/FM radio
- SYNC Communications & Entertainment System
- Power steering
- Traction control
- ABS brakes
- Dual front side impact airbags
- Front anti-roll bar
- Low tire pressure warning
- Passenger cancellable airbag
- Brake assist
- Fully automatic headlights
- Compass
- Outside temperature display
- Tachometer
- Tilt steering wheel
- HD Vinyl 40/20/40 Split Bench Seat
- 17" Argent Painted Steel Wheels
- 3.73 Axle Ratio
- Passenger Air Bag
- Front Side Air Bag
- A/C

FAMILY DEAL PRICING \$72,510

Pricing information for 05/10/23



STOCK
VIN

22DC265
1FDRF3HN5NDA26807

MSRP

\$52,625

UPFIT

\$19,885

FAMILY DEAL PRICING

\$72,510

Ford Birch Run

[Check Availability](#)

[Sell Us Your CarLive Chat](#)





EX-2

STOCK
VIN

23DC116
1FDRF3HTXPEC78628

MSRP

\$63,620

Ford Birch Run

[Check Availability](#)

[Value Your Trade](#)

[Sell Us Your CarLive Chat](#)



 20 people recently viewed this vehicle*

Vehicle #	Y25	Year	2007	United City of Yorkville	
Make	FORD	Model	F250 4X4		
Miles	58,832	Hours		Vehicle Replacement Guideline Evaluation Form	
Original \$	30,000.00	(date)	5/1/07		
Budgeted Replacement \$	\$55,000.00		Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$	\$5,000.00		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	STREETS		28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	16
MILES / HOURS	1	Each 10,000 miles of usage	6
	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	3
	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)	4
	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			35

Ordinance No. 2023-_____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING ON APRIL 30, 2024

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, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2023-14 on April 25, 2023 adopting an annual budget for the fiscal year commencing on May 1, 2023 and ending on April 30, 2024; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1. That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Water fund with respect to the United City of Yorkville’s 2023-2024 Budget are hereby approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

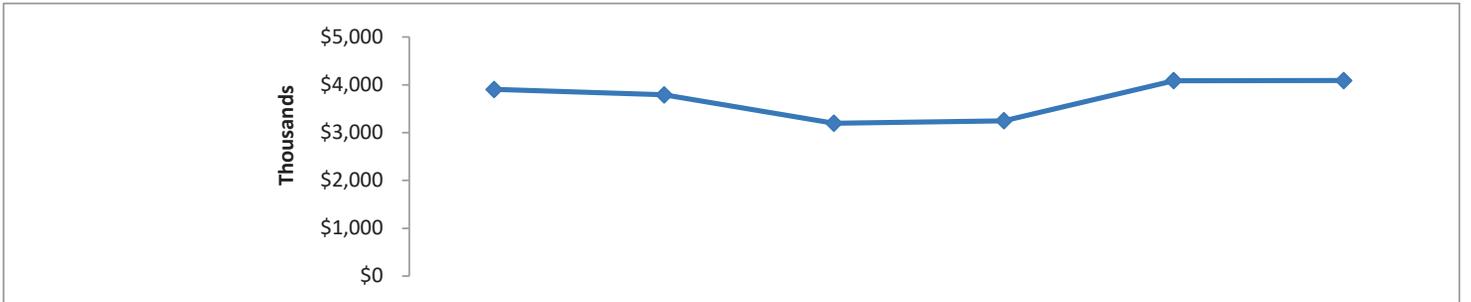
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2023.

MAYOR

WATER FUND (51)

The Water Fund is an enterprise fund which is comprised of both a capital and operational budget. The capital portion is used for the improvement and expansion of water infrastructure, while the operational side is used to service and maintain City water systems.

	FY 2021 Actual	FY 2022 Actual	FY 2023 Projected	Revised FY 2023 Projected	FY 2024 Adopted Budget	FY 2024 Amended Budget
Revenue						
Licenses & Permits	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 350,000	\$ 350,000
Charges for Service	5,062,645	4,944,694	5,587,000	5,587,000	5,459,210	5,459,210
Investment Earnings	1,302	(27,633)	30,000	30,000	35,000	35,000
Reimbursements	2,524	2,920	2,021	2,021	48,500	48,500
Miscellaneous	100,469	105,950	107,351	107,351	109,134	109,134
Other Financing Sources	179,020	180,233	177,859	177,859	10,262,457	10,262,457
Total Revenue	\$ 5,345,960	\$ 5,206,164	\$ 6,004,231	\$ 6,004,231	\$ 16,264,301	\$ 16,264,301
Expenditures						
Salaries	\$ 453,904	\$ 488,536	\$ 521,785	\$ 521,785	\$ 613,000	\$ 613,000
Benefits	235,333	234,464	282,245	282,245	315,829	315,829
Contractual Services	896,256	1,160,985	1,060,774	1,060,774	2,732,234	2,732,234
Supplies	414,134	480,005	462,000	462,000	469,600	469,600
Capital Outlay	407,285	1,136,503	2,619,031	2,566,742	10,170,820	10,218,820
Debt Service	2,305,935	1,815,830	1,654,108	1,654,108	975,291	975,291
Other Financing Uses	-	-	-	-	97,224	97,224
Total Expenses	\$ 4,712,847	\$ 5,316,323	\$ 6,599,943	\$ 6,547,654	\$ 15,373,998	\$ 15,421,998
Surplus (Deficit)	\$ 633,113	\$ (110,159)	\$ (595,712)	\$ (543,423)	\$ 890,303	\$ 842,303
Ending Fund Balance Equivalent	\$ 3,901,358	\$ 3,791,199	\$ 3,195,487	\$ 3,247,776	\$ 4,085,790	\$ 4,090,079
	82.8%	71.3%	48.4%	49.6%	26.6%	26.5%



United City of Yorkville
Water Fund

51

WATER FUND REVENUE

Account	Description	FY 2021	FY 2022	FY 2023	Revised	FY 2024	FY 2024
		Actual	Actual	Projected	FY 2023 Projected	Adopted Budget	Amended Budget
Licenses & Permits							
51-000-40-00-40XX	WATER POLICY DECISION	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000
51-000-41-00-4166	DCEO-GENERAL INFRA GRANT	-	-	100,000	100,000	-	-
	Total: Licenses & Permits	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 350,000	\$ 350,000
Charges for Services							
51-000-44-00-4424	WATER SALES	\$ 3,300,613	\$ 3,447,225	\$ 3,850,000	\$ 3,850,000	\$ 3,965,500	\$ 3,965,500
51-000-44-00-4425	BULK WATER SALES	7,900	6,050	-	-	5,000	5,000
51-000-44-00-4426	LATE PENALTIES - WATER	755	140,331	164,000	164,000	168,920	168,920
51-000-44-00-4430	WATER METER SALES	241,930	209,245	180,000	180,000	100,000	100,000
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	822,094	858,759	893,000	893,000	919,790	919,790
51-000-44-00-4450	WATER CONNECTION FEES	689,353	283,084	500,000	500,000	300,000	300,000
	Total: Charges for Services	\$ 5,062,645	\$ 4,944,694	\$ 5,587,000	\$ 5,587,000	\$ 5,459,210	\$ 5,459,210
Investment Earnings							
51-000-45-00-4500	INVESTMENT EARNINGS	\$ 1,302	\$ 2,030	\$ 30,000	\$ 30,000	\$ 35,000	\$ 35,000
51-000-45-4550	GAINS ON INVESTMENT	-	(29,663)	-	-	-	-
	Total: Investment Earnings	\$ 1,302	\$ (27,633)	\$ 30,000	\$ 30,000	\$ 35,000	\$ 35,000
Reimbursements							
51-000-46-00-4690	REIMB - MISCELLANEOUS	\$ 2,524	\$ 2,920	\$ 2,021	\$ 2,021	\$ 48,500	\$ 48,500
	Total: Reimbursements	\$ 2,524	\$ 2,920	\$ 2,021	\$ 2,021	\$ 48,500	\$ 48,500
Miscellaneous							
51-000-48-00-4820	RENTAL INCOME	\$ 100,010	\$ 102,305	\$ 105,351	\$ 105,351	\$ 108,134	\$ 108,134
51-000-48-00-4850	MISCELLANEOUS INCOME	459	3,645	2,000	2,000	1,000	1,000
	Total: Miscellaneous	\$ 100,469	\$ 105,950	\$ 107,351	\$ 107,351	\$ 109,134	\$ 109,134
Other Financing Sources							
51-000-49-00-4900	BOND PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ 9,265,000	\$ 9,265,000
51-000-49-00-4903	PREMIUM ON BOND INSURANCE	-	-	-	-	818,705	818,705
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	103,895	104,558	104,209	104,209	104,627	104,627
51-000-49-00-4952	TRANSFER FROM SEWER	75,125	75,675	73,650	73,650	74,125	74,125
	Total: Other Financing Sources	\$ 179,020	\$ 180,233	\$ 177,859	\$ 177,859	\$ 10,262,457	\$ 10,262,457
	Total: WATER FUND REVENUE	<u>\$ 5,345,960</u>	<u>\$ 5,206,164</u>	<u>\$ 6,004,231</u>	<u>\$ 6,004,231</u>	<u>\$ 16,264,301</u>	<u>\$ 16,264,301</u>

United City of Yorkville Water Fund

510

WATER OPERATIONS

Account	Description	FY 2021	FY 2022	FY 2023	Revised	FY 2024	FY 2024
		Actual	Actual	Projected	FY 2023 Projected	Adopted Budget	Amended Budget
Salaries							
51-510-50-00-5010	SALARIES & WAGES	\$ 442,918	\$ 475,333	\$ 510,785	\$ 510,785	\$ 576,000	\$ 576,000
51-510-50-00-5015	PART-TIME SALARIES	-	3,488	-	-	15,000	15,000
51-510-50-00-5020	OVERTIME	10,986	9,715	11,000	11,000	22,000	22,000
	Total: Salaries	\$ 453,904	\$ 488,536	\$ 521,785	\$ 521,785	\$ 613,000	\$ 613,000
Benefits							
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	\$ 50,683	\$ 49,803	\$ 43,500	\$ 43,500	\$ 40,209	\$ 40,209
51-510-52-00-5214	FICA CONTRIBUTION	33,514	35,808	39,500	39,500	45,058	45,058
51-510-52-00-5216	GROUP HEALTH INSURANCE	111,960	107,445	148,855	148,855	174,548	174,548
51-510-52-00-5222	GROUP LIFE INSURANCE	540	781	722	722	909	909
51-510-52-00-5223	DENTAL INSURANCE	7,127	8,579	11,677	11,677	12,759	12,759
51-510-52-00-5224	VISION INSURANCE	1,188	1,275	1,410	1,410	1,705	1,705
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	1,054	1,479	1,453	1,453	2,000	2,000
51-510-52-00-5231	LIABILITY INSURANCE	29,267	29,294	35,128	35,128	38,641	38,641
	Total: Benefits	\$ 235,333	\$ 234,464	\$ 282,245	\$ 282,245	\$ 315,829	\$ 315,829
Contractual Services							
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	\$ 124,225	\$ 126,596	\$ 133,075	\$ 133,075	\$ 138,174	\$ 138,174
51-510-54-00-5402	BOND ISSUANCE COSTS	-	-	-	-	528,705	528,705
51-510-54-00-5404	WATER METER REPLACEMENT PROGRAM	-	-	-	-	900,000	900,000
51-510-54-00-5412	TRAINING & CONFERENCES	713	2,079	3,000	3,000	9,200	9,200
51-510-54-00-5415	TRAVEL & LODGING	158	34	1,250	1,250	4,000	4,000
51-510-54-00-5415	COMPUTER REPLACEMENT CHARGEBACK	-	453	8,147	8,147	1,112	1,112
51-510-54-00-5426	PUBLISHING & ADVERTISING	304	-	500	500	500	500
51-510-54-00-5429	WATER SAMPLES	7,888	8,167	8,500	8,500	8,500	8,500
51-510-54-00-5430	PRINTING & DUPLICATING	2,595	3,690	3,250	3,250	3,250	3,250
51-510-54-00-5440	TELECOMMUNICATIONS	40,601	47,954	50,000	50,000	50,000	50,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	228,211	305,648	325,000	325,000	360,000	360,000
51-510-54-00-5448	FILING FEES	1,129	1,541	2,000	2,000	2,500	2,500
51-510-54-00-5452	POSTAGE & SHIPPING	19,944	18,075	25,000	25,000	25,000	25,000
51-510-54-00-5453	BUILDING & GROUNDS CHARGEBACK	-	10,843	20,768	20,768	27,290	27,290
51-510-54-00-5460	DUES & SUBSCRIPTIONS	1,336	3,821	2,500	2,500	2,500	2,500
51-510-54-00-5462	PROFESSIONAL SERVICES	92,584	134,702	116,000	116,000	160,000	160,000
51-510-54-00-5465	ENGINEERING SERVICES	66,487	131,407	7,420	7,420	137,500	137,500
51-510-54-00-5480	UTILITIES	290,225	329,524	318,526	318,526	337,638	337,638
51-510-54-00-5483	JULIE SERVICES	1,097	4,002	4,500	4,500	4,500	4,500
51-510-54-00-5485	RENTAL & LEASE PURCHASE	2,125	3,459	2,000	2,000	2,500	2,500
51-510-54-00-5488	OFFICE CLEANING	1,290	1,270	1,395	1,395	1,465	1,465
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	5,092	12,141	12,000	12,000	12,000	12,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	6,559	12,709	10,000	10,000	10,000	10,000
51-510-54-00-5498	PAYING AGENT FEES	1,299	1,299	943	943	900	900

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description	FY 2021	FY 2022	FY 2023	Revised	FY 2024	FY 2024
		Actual	Actual	Projected	FY 2023 Projected	Adopted Budget	Amended Budget
51-510-54-00-5499	BAD DEBT	2,394	1,571	5,000	5,000	5,000	5,000
Total:	Contractual Services	\$ 896,256	\$ 1,160,985	\$ 1,060,774	\$ 1,060,774	\$ 2,732,234	\$ 2,732,234
Supplies							
51-510-56-00-5600	WEARING APPAREL	\$ 4,743	\$ 4,484	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
51-510-56-00-5620	OPERATING SUPPLIES	9,230	9,651	11,000	11,000	17,000	17,000
51-510-56-00-5628	VEHICLE MAINTENANCE SUPPLIES	1,306	3,287	2,500	2,500	2,500	2,500
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	4,255	4,326	4,000	4,000	4,000	4,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	176,801	167,223	190,000	190,000	199,500	199,500
51-510-56-00-5640	REPAIR & MAINTENANCE	16,099	28,090	27,500	27,500	27,500	27,500
51-510-56-00-5664	METERS & PARTS	185,090	235,749	185,000	185,000	175,000	175,000
51-510-56-00-5665	JULIE SUPPLIES	1,668	1,196	3,000	3,000	3,000	3,000
51-510-56-00-5695	GASOLINE	14,942	25,999	30,000	30,000	32,100	32,100
Total:	Supplies	\$ 414,134	\$ 480,005	\$ 462,000	\$ 462,000	\$ 469,600	\$ 469,600
Capital Outlay							
51-510-60-00-6011	WATER SOURCING-DWC	\$ -	\$ -	\$ 181,290	\$ 181,290	\$ 1,870,000	\$ 1,870,000
51-510-60-00-6015	WATER TOWER REHABILITATION	-	21,619	212,708	212,708	550,000	550,000
51-510-60-00-6022	WELL REHABILITATIONS	-	68,498	538,734	538,734	53,500	53,500
51-510-60-00-6025	WATERMAIN REPLACEMENT PROGRAM	26,273	807,678	1,334,294	1,334,294	3,874,500	3,874,500
51-510-60-00-6029	WELL#10/MAIN & TREATMENT PLANT	-	-	25,000	25,000	3,529,000	3,529,000
51-510-60-00-6059	US34 (IL RT47/ORCHARD RD) PROJECT	-	-	-	-	23,000	23,000
51-510-60-00-6060	EQUIPMENT	7,696	-	10,940	10,940	87,000	87,000
51-510-60-00-6065	BEAVER STREET BOOSTER STATION	32,046	190,424	109,099	109,099	-	-
51-510-60-00-6066	RTE 71 WATERMAIN RELOCATION	49,546	-	-	-	12,025	12,025
51-510-60-00-6068	WELL 7 STANDBY GENERATOR	-	-	-	-	35,000	35,000
51-510-60-00-6070	VEHICLES	89,984	-	185,953	133,664	-	48,000
51-510-60-00-6079	ROUTE 47 EXPANSION	45,372	45,372	18,905	18,905	-	-
51-510-60-00-6081	CATION EXCHANGE MEDIA REPLACEMENT	156,368	2,912	2,108	2,108	-	-
51-510-75-00-7505	DEVELOPER COMMITMENT	-	-	-	-	136,795	136,795
Total:	Capital Outlay	\$ 407,285	\$ 1,136,503	\$ 2,619,031	\$ 2,566,742	\$ 10,170,820	\$ 10,218,820
Debt Service - 2015A Bond							
51-510-77-00-8000	PRINCIPAL PAYMENT	\$ 297,837	\$ 312,545	\$ 323,576	\$ 323,576	\$ 338,284	\$ 338,284
51-510-77-00-8050	INTEREST PAYMENT	140,167	128,254	115,752	115,752	102,809	102,809
Total:	Debt Service - 2015A Bond	\$ 438,004	\$ 440,799	\$ 439,328	\$ 439,328	\$ 441,093	\$ 441,093
Debt Service - 2016 Refunding Bond							
51-510-85-00-8000	PRINCIPAL PAYMENT	\$ 1,475,000	\$ 1,040,000	\$ 915,000	\$ 915,000	\$ -	\$ -
51-510-85-00-8050	INTEREST PAYMENT	117,650	58,650	27,450	27,450	-	-
Total:	Debt Service - 2016 Refunding Bond	\$ 1,592,650	\$ 1,098,650	\$ 942,450	\$ 942,450	\$ -	\$ -

United City of Yorkville
Water Fund

510

WATER OPERATIONS

Account	Description	FY 2021	FY 2022	FY 2023	Revised	FY 2024	FY 2024
		Actual	Actual	Projected	FY 2023 Projected	Adopted Budget	Amended Budget
Debt Service - 2023 Bond							
51-510-86-00-8000	PRINCIPAL PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51-510-86-00-8050	INTEREST PAYMENT	-	-	-	-	260,918	260,918
Total:	Debt Service - 2023 Bond	\$ -	\$ -	\$ -	\$ -	\$ 260,918	\$ 260,918
Debt Service - IEPA Loan L17-156300							
51-510-89-00-8000	PRINCIPAL PAYMENT	\$ 107,050	\$ 109,743	\$ 112,503	\$ 112,503	\$ 115,333	\$ 115,333
51-510-89-00-8050	INTEREST PAYMENT	17,981	15,288	12,527	12,527	9,697	9,697
Total:	Debt Service - IL EPA Loan 156300	\$ 125,031	\$ 125,031	\$ 125,030	\$ 125,030	\$ 125,030	\$ 125,030
Debt Service - 2014C Refunding Bond							
51-510-94-00-8000	PRINCIPAL PAYMENT	\$ 130,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 140,000	\$ 140,000
51-510-94-00-8050	INTEREST PAYMENT	20,250	16,350	12,300	12,300	8,250	8,250
Total:	Debt Service - 2014C Ref Bond	\$ 150,250	\$ 151,350	\$ 147,300	\$ 147,300	\$ 148,250	\$ 148,250
51-510-99-00-9924	TRANSFER TO BUILDINGS & GROUNDS	\$ -	\$ -	\$ -	\$ -	\$ 97,224	\$ 97,224
Total: WATER OPERATIONS		\$ 4,712,847	\$ 5,316,323	\$ 6,599,943	\$ 6,547,654	\$ 15,373,998	\$ 15,421,998