

### **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, January 21, 2025 6:00 p.m.

East Conference Room #337 651 Prairie Pointe Drive, Yorkville, IL

#### **Citizen Comments:**

Minutes for Correction/Approval: December 17, 2024

#### **New Business:**

- 1. PW 2025-01 Snow Operations Report
- 2. PW 2025-02 Water Reports for August 2024 December 2024
- 3. PW 2025-03 Capital Improvement Project Updates
- 4. PW 2025-04 Quarterly Bond and Letter of Credit Reduction Summary
- 5. PW 2025-05 Resolution Approving a Change Order Relating to the 2024 Local Road Program
- 6. PW 2025-06 Grande Reserve Unit 20 Bond Release
- 7. PW 2025-07 Water Meter Purchase
- 8. PW 2025-08 Grande Reserve Traffic Control Signage Analysis
- 9. PW 2025-09 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Route 47 Utility Relocation Carpenter St. to Waterpark Way)
- 10. PW 2025-10 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Whispering Meadows Storm Sewer Design Engineering Agreement)
- 11. PW 2025-11 Route 47 Expansion Waterpark Way and Jericho Road Intergovernmental Agreement

#### **Old Business:**

#### **Additional Business:**

# UNITED CITY OF YORKVILLE WORKSHEET

## PUBLIC WORKS COMMITTEE

## Tuesday, January 21, 2025 6:00 PM

CITY HALL CONFERENCE ROOM

<u>CITI</u>	EN COMMENTS:	
MINU	TES FOR CORRECTION/APPROVAL:	
_	Approved  As presented  With corrections	
<u>NEW</u>	<u>BUSINESS</u> :	
1.	PW 2025-01 Snow Operations Report  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes	

	W 2025-02 Water Reports for August 2024 – December 2024  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes
	W 2025-03 Capital Improvement Projects Update  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes
4. P	W 2025-04 Quarterly Bond and Letter of Credit Reduction Summary  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item  Notes

5. P'	W 2025-05 Resolution Approving a Change Order Relating to the 2024 Local Road Program  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes
6. P'	W 2025-06 Grande Reserve – Unit 20 Bond Release  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes
7. P	W 2025-07 Water Meter Purchase  Moved forward to CC Approved by Committee Bring back to Committee Informational Item  Notes

8.	PW 2025-08 Grande Reserve Traffic Control Signage Analysis
	☐ Moved forward to CC
	☐ Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
9.	PW 2025-09 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Route 47 Utility Relocation – Carpenter St. to Waterpark Way)
	☐ Moved forward to CC
	Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
10.	PW 2025-10 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Whispering Meadows Storm Sewer – Design Engineering Agreement)
	☐ Moved forward to CC
	Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item

☐ Moved forward to	CC		
☐ Approved by Con	mittee		
☐ Bring back to Cor	nmittee		
☐ Informational Item	1		
□ Notes			



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

Agenda	Item	Number

Minutes

Tracking Number

### Agenda Item Summary Memo

Date of Action: Action Taken:  Item Number:  Type of Vote Required: Majority  Council Action Requested: Committee Approval	
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	
Type of Vote Required: Majority  Council Action Requested: Committee Approval  Submitted by: Minute Taker  Name Department	
Date of Action: Action Taken:	
Type of Vote Required: Majority  Council Action Requested: Committee Approval  Submitted by: Minute Taker  Name Department	
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Council Action Requested: Committee Approval  Submitted by: Minute Taker  Name Department	
Council Action Requested: Committee Approval  Submitted by: Minute Taker  Name Department	
Submitted by: Minute Taker  Name Department	
Name Department	
Name Department	
-	
Agenda Item Notes:	

# UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, December 17, 2024, 6:00pm Yorkville City Hall, East Conference Room #337 651 Prairie Pointe Drive, Yorkville, IL

#### **IN ATTENDANCE:**

**Committee Members** 

Chairman Ken Koch Alderman Rusty Corneils Alderman Craig Soling Alderman Matt Marek

**Other City Officials** 

City Administrator Bart Olson

Engineer Brad Sanderson, EEI Public Works Director Eric Dhuse

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Ken Koch.

Citizen Comments: None

Previous Meeting Minutes: November 19, 2024

The minutes were approved as presented on a unanimous voice vote.

#### **New Business:**

## 1. PW 2024-100 Resolution Approving a Change Order Relating to the Well No. 10 and Raw Water Main Improvements Project

Mr. Sanderson stated this is a balancing Change Order reflecting an increase of \$14,463 and he recommended approval. This project went through the high school and additional work was also needed at the freshman academy. This moves forward to the City Council consent agenda with committee approval.

#### 2. PW 2024-101 Grande Reserve - Bailey Road and Mill Road Parking

Proposed parking restrictions were outlined in a memo by Mr. Sanderson. Mr. Olson said the Mayor is opposed to most of the proposed restrictions due to the number of townhomes and limited parking on Bissel, Bailey and Beresford. He only recommended no parking at the Bailey and Mill intersection. Sending mailers to area residents for their feedback was discussed. Alderman Koch cautioned about a similar situation in his Ward and ultimately found only 5 of 200 residents favored some restrictions. Alderman Corneils said he would be OK with restrictions on one side of Bailey at the north end of Mill. It was suggested to place restriction signs in the first block and ban parking on the west side. No mailers will be sent, it will just be voted on at City Council and this will move to their January meeting.

# 3. PW 2024-102 Resolution Approving a Bid to Construct the Eldamain Water Loop North Portion of a Water and Sewer Extension Project (C1 Yorkville, LLC)

This is the first of many bids and relates to the next agenda item, said Mr. Sanderson. This will serve the Cyrus 1 project and is 23,000 feet of water main. Since the amount is so large, the bids were separated into two

contracts, to allow different contractors to bid. This is the north portion. Bids were below estimate and J & S Construction was the lowest of 14 bids and is recommended. The project will be funded by Cyrus 1 and a winter build is anticipated, starting in February. This was approved by the committee and will move forward to the City Council regular agenda.

# 4. PW 2024-103 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – North Contract – Construction Engineering)

Mr. Olson said this is the engineering contract with EEI for \$191,445 for agenda item #3. It will be entirely funded by Cyrus 1. With committee approval, this moves forward to the regular City Council agenda.

## 5. PW 2024-104 Resolution Approving a Bid to Construct the Eldamain Water Loop South Portion of a Water and Sewer Extension Project (C1 Yorkville, LLC)

This is the southern portion of the project and Winninger is the low bidder and recommended for the work. Mr. Sanderson said it is in the amount of \$2.7 million and is below estimate. A February start is anticipated and this will move forward to the regular City Council agenda.

## 6. PW 2024-105 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Eldamain Water Main Loop – South Contract – Construction Engineering)

Mr. Olson said this agreement is for \$230,778 and will be funded entirely by Cyrus 1. It is also associated with agenda items above. The committee was OK with this and it moves to the City Council regular agenda.

## 7. PW 2024-106 Resolution Approving a Bid to Construct the Southern Sanitary Sewer Connection Portion of a Water and Sewer Extension Project (C1 Yorkville, LLC)

This project will extend sanitary sewer to the Cyrus 1 site. It was bid in December with Fischer Excavating being the low bidder at \$826,000, said Mr. Sanderson. It is recommended and the committee moved this forward to the Council regular agenda.

## 8. PW 2024-107 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Southern Sanitary Sewer Connection – Construction Engineering)

Mr. Olson said this is part of the above listed projects and is funded by Cyrus 1 in the amount of \$87,251. The committee moved this forward to the Council regular agenda.

#### 9. PW 2024-108 2024 Sanitary Sewer Lining Improvements

- a. Resolution Approving a Bid to Construct Sanitary Sewer Lining Improvements
- b. Resolution Approving a Change Order Relating to the 2024 Sanitary Sewer Lining Improvements Project

These projects were bid and came in higher than estimated, said Mr. Sanderson. This company, Insituform Technologies, specializes in this type of work. He recommended them and also noted that since the bid was over budget, that a Change Order be approved. The budget was \$390,000 and a Change Order is needed to bring the amount within the budget. YBSD identified some of the areas that need lining and more work will be done at a later time. He recommends a full award plus the Change Order. Mr. Sanderson explained they are trying to seal off areas where groundwater enters, because the rainwater and groundwater are unnecessarily treated as well. The committee approved and this moves forward to the Council regular agenda.

# 10. PW 2024-109 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2024 Sanitary Sewer Lining, Design and Construction Engineering)

This resolution encompasses both construction engineering and design. The design portion is \$16,074 and the construction engineering is \$18,280. Approved by the committee and this moves forward to the Council regular agenda.

#### 11. PW 2024-110 Grande Reserve – Unit 3 Bond Release

Mr. Sanderson said the city accepted the improvements a year ago and the one-year warranty period will expire now. An inspection was done in the fall and the developer had addressed the final issues. He said there is one unit that does not have a sidewalk, so the developer is putting up a separate bond for that. He recommends the city release the initial bond when the sidewalk bond is in place. This will move to the consent agenda with committee approval.

## 12. PW 2024-111 Resolution Approving an Amendment to the Professional Services Agreement to an Agreement with Kluber, Inc. for the Design of a Public Works Facility

Mr. Olson said Kluber sent a request for a fee increase and after doing an analysis he felt it was reasonable based on contract language and work already done. They are requesting a base services fee increase from \$1.362 million to \$1.671 million which is a 22% increase in fees. He noted the size of the facility has been increased as well and he provided several justifications for the rate increase. He also noted that since the building size is larger, the overall fees of the project are actually reduced and within industry averages. He said a bid proposal is anticipated for April-May. Some of the Aldermen commented they hoped it did not start a precedent. This will move to the regular agenda.

Old Business: None

**Additional Business:** None

There was no further business and the meeting adjourned at 6:32pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works	
Parks and Recreation	

Agenda	Item	Number	r
Agenua	ItCIII	Nullioc	L

New Business #1

Tracking Number

PW 2025-01

## Agenda Item Summary Memo

Title: Snow Operations Report						
Meeting and Date: Public Works Committee – January 21, 2025						
Synopsis: First snow	report of the 2024-2025 seaso	n.				
Council Action Previ	ously Taken:					
Date of Action:	Action Taken:					
Item Number:						
Type of Vote Require	ed: None					
Council Action Requested: Informational						
Submitted by:		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: January 13, 2025 Subject: Snow Report

#### **Summary**

This will be the first snow report of the season which includes a truck and equipment status, salt status, and general outlook for the year.

#### **Background**

We are more ready for this snow season than any I can remember in quite some time. We have hired 4 employees in PW and 2 in Parks since May. Although many of these employees are new to snow removal, the additional employees are a tremendous help and are much appreciated. We expect the extra help to reduce the time it takes to completely plow the town which makes it much safer for the motoring public. When we receive all our new trucks and when the staff is fully trained and with some experience, we estimate that we could completely plow and salt the town in 4 hours. Currently, we are between 5-6 hours perform the same work. We have also revised and expanded our plowing routes from 9 routes to 12. The additional 6 employees have allowed us to expand the number of routes but make each route smaller in area. Once the new employees gain some seat time and our seasoned employees get used to the new routes, we feel this will cut down our total time by a good amount. We will continue to refine and repositions trucks and drivers to make the most efficient combination.

The Mayor and Council has also authorized many new truck and equipment purchases to update and expand our fleet in recent years. This is also very important to aid in the efficiency of the snow removal operations. Having the appropriate number of trucks that are reliable is crucial to removing snow effectively and efficiently. Although we do not have all the trucks we ordered in the past year, we have taken delivery of 3 dump trucks this fiscal year, we are expecting 1 truck next week, with an additional 3 more on the way after that. The addition of the trackless utility tractor has already made a huge improvement in our sidewalk clearing capabilities as well. We can clear the walks better and much faster. Unfortunately, we are still having large mechanical issues with the older trucks in the fleet, but hopefully they will be replaced soon with new trucks as they arrive. At this stage in their useful life, we expected this and tried to budget for it. Although we budgeted \$80,000 for vehicle maintenance services, we are already at \$73,000 spent as of December 31st. I will work with Finance Director Fredrickson and Administrator Olson to figure out our best course of action.

Our salt supply is also in great shape. We started the year with approximately 600 tons left over from last year along with our 1000 tons in storage at the Kendall County Highway Dept. facility. We ordered 1600 tons through the State of Illinois CMS program to ensure enough salt for the year. This means we have access to well over 3000 tons of salt if needed. Although the last couple of years have been milder winters, we average about 1400-1500 tons of salt used per year.

The tables below shows our salt and brine usage to date.

			Snov	v Operati	ons Salt a	ınd Brine	Data			
Snow Ev	ent Date						Set to			
Date of F	tecording	12/31/2024					Salt			
G-Temp							Brine			
Recorder										
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	Salt/Brine
RT-Truck ID	Driven	МРН	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	N/A	0.0	0.0	0	#DIV/0!			#DIV/0!	0.00	
R2-#38	N/A	0.0	0.0	0	#DIV/0!			#DIV/0!	0.00	
R3-#27	212.1	9.0	110.9	50315	453.7	63.5	232	16.1	25.16	
R4-#34	1	1.0	1.0	1	1.0	N/A	0		0.00	
R5-#30	203.1	6.8	98.1	33861	345.2	44.0	114	15.0	16.93	
R6-#23	160.3	11.0	108.0	48745	451.3	14.0	34	10.8	24.37	
R7-#32	113.5		57.4	30478	531.0	38.8	160	15.6	15.24	
R8-#18	135.4	11.2	94.9	42266	445.4	62.9	175	12.5	21.13	
R9-#28	74.6	7.3	45.5	17955	394.6	19.7	64	16.5	8.98	
R10-#22	656.7	7.6	13.5	754	55.9	n/a	n/a		0.38	
R11-#11	229.9	11.0	81.5	36574	448.8	62.6	278	19.8	18.29	
R12-#37	0	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
Total	1786.6	5.9	610.8	260949	#DIV/0!	305.5	1057	#DIV/0!	130.47	

			Snov	v Operati	ons Salt a	nd Brine	Data			
Snow Ev	ent Date						Set to			
Date of R	Recording	1/7/2025					Salt			
G-Temp							Brine			
Recorder										
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	Salt/Brine
RT-Truck ID	Driven	МРН	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	out	0.0	0.0	0	#DIV/0!			#DIV/0!	0.00	
R2-#38	not used	0.0	0.0	0	#DIV/0!			#DIV/0!	0.00	
R3-#27	47.7	4.4	34.9	14680	420.6	32.7	71	10.3	7.34	
R4-#34	n/a	0.0	0.0	0	#DIV/0!	0.0	0		0.00	
R5-#30	90.9	9.4	57.6	24460	424.7	31.2	101	15.2	12.23	
R6-#23	39.6	12.1	30.4	11478	377.6	30.3	83	12.9	5.74	
R7-#32	n/a	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
R8-#18	84.3	11.6	36.3	19509	537.4	36.3	141	14.5	9.75	
R9-#39	n/a	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
Rt-#28	37.7	5.5	28.7	11480	400.0	28.7	84	14.6	5.74	
R11-#11	22.3	3.4	13.1	5083	388.0	13.1	36	14.2	2.54	
R12-#37	0	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
Total	322.5	3.9	201.0	86690	#DIV/0!	172.3	516	#DIV/0!	43.35	

	Snow Operations Salt and Brine Data									
Snow Event Date							Set to			
Date of R	ecording	1/15/2025					Salt	600		
G-Temp							Brine	15 gal		
Recorder										
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	Salt/Brine
RT-Truck ID	Driven	МРН	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	out	0.0	0.0	0	#DIV/0!			#DIV/0!	0.00	
R2-#38	152.1	0.0	152.1	94085	618.6	135.9	624	14.8	0.00	
R3-#27	49.5	5.1	27.0	16740	620.0	25.4	71	9.0	8.37	
R4-#34	n/a	0.0	0.0	0	#DIV/0!	0.0	0		0.00	
R5-#30	73.3	6.2	32.1	20856	649.7	31.7	72	7.0	10.43	
R6-#23	109.7	15.0	66.3	39727	599.2	61.2	263	13.2	19.86	
R7-#32	87.2	0.0	87.0	53101	610.4	57.7	267	15.1	26.55	
R8-#18	74.5	9.8	40.3	26865	666.6	8.6	41	14.3	13.43	
R9-#39	n/a	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
Rt-#28	50.9	4.6	36.9	23400	634.1	36.9	166	14.2	11.70	
R11-#11	71.9	67.0	40.8	22954	562.6	40.8	167	14.6	11.48	
R12-#37	N/A	0.0	0.0	0	#DIV/0!	0.0	0	#DIV/0!	0.00	
Total	669.1		482.5	297728	#DIV/0!	398.2	1670	#DIV/0!	148.86	

To date, we have used approximately 320 tons of salt and 3200 gallons of brine.

Recommendation
This is an informational item only.



Reviewed By:				
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works Parks and Recreation				

Agenda Item Number

New Business #2

Tracking Number

PW 2025-02

	Agenda Item Summ	ary Memo				
Title: Water Reports for August 2024 to December 2024						
Meeting and Date: Pub	lic Works Committee – Janu	ary 21, 2025				
Synopsis: IEPA water reports for Aug, Sept, Oct, Nov, and Dec of 2024. Reports need to be						
Accepted by 0	City Council.					
<b>Council Action Previous</b>	ly Taken:					
Date of Action:	Action Taken:					
Item Number:						
Type of Vote Required:	Majority					
Council Action Requeste	ed: Approval					
Submitted by:	Eric Dhuse	Public Works Department				
Name Department						
	A J. I4 N	<u>-</u>				
	Agenda Item N	-				
	Agenda Item N	<u>-</u>				
	Agenda Item N	<u>-</u>				
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# United City of Yorkville WATER DEPARTMENT REPORT

August 2024 MONTH / YEAR

			· · · · · · · · · · · · · · · · · · ·				
NO	WELL DEPTH	PUMP DEPTH	WATER ABOVE PUMP	THIS MONTH'S PUMPAGE			
	(FEET)	(FEET)	(FEET)	(GALLONS)			
4	1394	795	386	20,082,000			
7	1527	1125	522	17,651,100			
8	1384	840	291	17,299,000			
9	1368	861	349	14,558,000			
		L	TOTAL PUMPED	69,590,100			
CURRE	CURRENT MONTH'S PUMPAGE IS 1,587,000 GALLONS MORE THAN LAST MONTH						
		4,	775,900 GALLONS	LESS THAN LAST YEAR			
DAILY	AVERAGE PUMPED:	2,24	4,842 GALLONS				
DAILY	MAXIMUM PUMPED	:2	,878,000 GALLONS				
DAILY	AVERAGE PER CAPI	TA USE: 9:	1.42 GALLONS (Pop	oulation 23,000)			
WATE	R TREATMENT:						
CHLOR	INE: <u>15</u>	91_LBS. FED	CALCULATED CON	CENTRATION: 2.93 MG/L			
FLUOR	IDE:	0 LBS. FED	MEASURED CONCE	NTRATION:0.66MG/L			
POLYPI	HOSPHATE: 1	704 LBS. FED	CALCULATED CON	CENTRATION: 1.10 MG/L			
WATE	R QUALITY:						
BACTE	RIOLOGICAL SAMPL 30 SATISFACT		NOIS ENVIRONMENTAL PR UNSATISFACTORY (				
FLOUR	IDE: 3 SAMP	LE(S) TAKEN	CONCENTE	RATION: <u>0.66</u> MG/L			
MAIN	MAINTENANCE:						
N	NUMBER OF METERS	S REPLACED: <u>15</u>	NUMBER OF LEAKS (	OR BREAKS REPAIRED:			
		MXU'S: <u>11</u>	BATTERIES REPLACED: _				
	CUSTOMERS:						
RESIDE	ENTIAL: <u>37</u>	COMMERCIA	AL: <u>2</u> INDU	JSTRIAL/GOVERNMENTAL: <u>0</u>			



# United City of Yorkville WATER DEPARTMENT REPORT

<u>September</u>
2024
MONTH / YEAR

VV LLL	<u> </u>			
NO	WELL DEPTH	PUMP DEPTH	WATER ABOVE PUMP	THIS MONTH'S PUMPAGE
	(FEET)	(FEET)	(FEET)	(GALLONS)
4	1394	795	386	20,110,000
7	1527	1125	522	18,386,000
8	1384	840	291	20,009,000
9	1368	861	349	15,536,000
			TOTAL PUMPED	74,041,000
CURRE	ENT MONTH'S PUMP			IORE THAN LAST MONTH MORE THAN LAST YEAR
DAILY	AVERAGE PUMPED:	2,24	468,033GALLONS	
DAILY	MAXIMUM PUMPED	:3	, <u>154,000</u> GALLONS	
DAILY	AVERAGE PER CAPI	TA USE: <u>1</u>	00.41 GALLONS (P	opulation 23,000)
WATE	R TREATMENT:			
CHLOR	RINE: <u>19</u>	70_LBS. FED	CALCULATED CON	CENTRATION: <u>3.41</u> MG/
FLUOR	IDE:	0_LBS. FED	MEASURED CONCE	ENTRATION: <u>0.69</u> MG/
POLYP	HOSPHATE: <u>18</u>	332 _ LBS. FED	CALCULATED CON	CENTRATION:1.11 MG/
WATE	R QUALITY:			
BACTE	RIOLOGICAL SAMPL 30 SATISFACT		INOIS ENVIRONMENTAL PR UNSATISFACTORY (	
FLOUR	IDE: 3 SAMP	LE(S) TAKEN	CONCENTE	RATION: <u>0.69</u> MG/L
MAIN	TENANCE:			
	NUMBER OF MET	TERS REPLACED: 8	NUMBER OF LEAKS OR B	REAKS REPAIRED:
NEW (	CUSTOMERS:		BATTERIES REPLACED: _	
RESID	ENTIAL: <u>42</u>	COMMERCIA	AL:1	JSTRIAL/GOVERNMENTAL: <u>0</u>



# United City of Yorkville WATER DEPARTMENT REPORT

October 2024 MONTH / YEAR

NO	WELL DEPTH	PUMP DEPTH	WATER ABOVE PUMP	THIS MONTH'S PUMPAGE			
	(FEET)	(FEET)	(FEET)	(GALLONS)			
4	1394	795	386	15,269,000			
7	1527	1125	513	18,971,000			
8	1384	840	291	16,345,000			
9	1368	861	351	13,761,000			
			TOTAL PUMPED	64,346,000			
CURRE	ENT MONTH'S PUMP		,695,000 GALLONS ,595,500 GALLONS	LESS THAN LAST MONTH MORE THAN LAST YEAR			
DAILY	AVERAGE PUMPED:	2,14	44,867GALLONS				
DAILY	MAXIMUM PUMPED	:2	2,914,000 GALLONS				
DAILY	AVERAGE PER CAPI	TA USE:8	37.52 GALLONS (Pop	oulation 23,000)			
WATE	R TREATMENT:						
CHLOR	RINE: <u>15</u>	30 LBS. FED	CALCULATED CON	CENTRATION: <u>3.04</u> MG/			
FLUOR	IDE:	0_LBS. FED	MEASURED CONCENTRATION: 0.69 MG/I				
POLYP	HOSPHATE: 1	569 _ LBS. FED	CALCULATED CON	CENTRATION: <u>1.09</u> MG/			
WATE	R QUALITY:						
BACTE	RIOLOGICAL SAMPL 30 SATISFACT		INOIS ENVIRONMENTAL PR UNSATISFACTORY (				
FLOUR	IDE: 3 SAMP	LE(S) TAKEN	CONCENTE	RATION: <u>0.64</u> MG/L			
MAIN	TENANCE:						
	NUMBER OF ME	TERS REPLACED: <u>5</u>	_ NUMBER OF LEAKS OR B	REAKS REPAIRED:			
		MVI I'C+ 25	BATTERIES REPLACED: _				
NFW 4	CUSTOMERS	111/0 3. <u>23</u>	DATTERIES REFEREED				
	CUSTOMERS: ENTIAL: 24			ISTRIAL/GOVERNMENTAL: 0			



# United City of Yorkville WATER DEPARTMENT REPORT

November 2024 MONTH / YEAR

VV LLL	<u> </u>			
NO	WELL DEPTH	PUMP DEPTH	WATER ABOVE PUMP	THIS MONTH'S PUMPAGE
	(FEET)	(FEET)	(FEET)	(GALLONS)
4	1394	795	395	10,868,000
7	1527	1125	513	17,626,500
8	1384	840	314	14,427,000
9	1368	861	356	9,979,000
			TOTAL PUMPED	52,900,500
CURRE	ENT MONTH'S PUMP.		1,445,500 GALLONS .753,500 GALLONS	LESS THAN LAST MONTH LESS THAN LAST YEAR
DAILY	AVERAGE PUMPED:	1,70	63,350GALLONS	
DAILY	MAXIMUM PUMPED	:2	2,027,000 GALLONS	
DAILY	AVERAGE PER CAPI	TA USE: <u>7</u>	2.32 GALLONS (Po	pulation 23,000)
WATE	R TREATMENT:			
CHLOR	INE: 12	19 LBS. FED	CALCULATED CON	ICENTRATION: <u>2.93</u> MG/
FLUOR	IDE:	0 LBS. FED	MEASURED CONCE	ENTRATION:0.62MG/
POLYP	HOSPHATE: 12	238 _ LBS. FED	CALCULATED CON	
WATE	R QUALITY:			
BACTE	RIOLOGICAL SAMPL 30 SATISFACT		INOIS ENVIRONMENTAL PR UNSATISFACTORY (	
FLOUR	IDE: <u>3</u> SAMP	LE(S) TAKEN	CONCENTI	RATION: <u>0.62</u> MG/L
MAIN <sup>.</sup>	TENANCE:			
N	UMBER OF METERS	REPLACED: <u>10</u>	NUMBER OF LEAKS O	R BREAKS REPAIRED:1
		MXU'S: 6	BATTERIES REPLACED: _	
NEW (	CUSTOMERS:			
RESIDI	ENTIAL: 10	COMMERCI	AL: INDU	JSTRIAL/GOVERNMENTAL: <u>0</u>



# United City of Yorkville WATER DEPARTMENT REPORT

<u>December</u> 2024 MONTH / YEAR

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)				
4	1394	795	416	13,794,000				
7	1527	1125	494	16,109,000				
8	1384	840	303	13,871,000				
9	1368	861	349	11,437,000				
			TOTAL PUMPED	52,900,500				
CURRE	CURRENT MONTH'S PUMPAGE IS  2,311,100  GALLONS  MORE THAN LAST MONTH  2,527,400  GALLONS  LESS THAN LAST YEAR							
DAILY	AVERAGE PUMPED:	1,76	3,350GALLONS					
DAILY	Maximum pumped	:2	.027,000 GALLONS					
DAILY	AVERAGE PER CAPI	TA USE:72	2.32 GALLONS (Po	pulation 23,000)				
WATE	R TREATMENT:							
CHLOR	RINE: 13	10 LBS. FED	CALCULATED CON	ICENTRATION: 3.02 MG/L				
FLUOR		0 LBS. FED	MEASURED CONCE	<u> </u>				
		270 _ LBS. FED	CALCULATED CON	•				
WATE	R QUALITY:							
BACTE	RIOLOGICAL SAMPL 30 SATISFACT		NOIS ENVIRONMENTAL PR UNSATISFACTORY (					
FLOUR	FLOURIDE:3 SAMPLE(S) TAKEN CONCENTRATION:0.72 _ MG/L							
MAINTENANCE:								
	NUMBER OF MET	ERS REPLACED: 7	NUMBER OF LEAKS OR BI	REAKS REPAIRED:1				
NEW (	MXU'S: <u>0</u> BATTERIES REPLACED: <u></u> <b>NEW CUSTOMERS:</b>							
RESIDI	ENTIAL: <u>11</u>	COMMERCIA	AL: INDU	JSTRIAL/GOVERNMENTAL: 0				



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works	
Parks and Recreation	

Agenda Item Number
New Business #3
Tracking Number
PW 2025-03

## **Agenda Item Summary Memo**

Title: Capital Project	et Update	
<b>Meeting and Date:</b>	Public Works Committee –	January 21, 2025
Synopsis: Status Up	odate	
<b>Council Action Pre</b>	viously Taken:	
Date of Action:	Action Take	en:
Item Number:		
Type of Vote Requi	red: None	
Council Action Req	uested: Informational	
		_
Submitted by:		Engineering
	Name	Department
	Agenda Ito	em Notes:



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: January 14, 2025

Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary of the status of the projects is provided below:

#### **Construction Projects**

#### Well 10

The drilling of the well has begun. The contract completion date is April.

#### YBSD/Center Street Water Main

Work is scheduled to begin soon and to be completed in March.

#### Well No. 10 and Well No. 7 Electrical Improvements

The project has been awarded.

#### **Planning/Design Projects**

#### WIFIA Loan Application

Bi-weekly calls with WIFIA are occurring. We are targeting a mid-summer loan closing.

#### Water Rate Study

The planning effort is underway. We are anticipating a February presentation.

#### Rt 47 Water Main Replacement – Water Park Way to Jericho

Design engineering is complete.

#### Eldamain Water Main Loop

Construction has been broken up into two contracts. The contracts are planned to be awarded at the January 14<sup>th</sup> CC meeting. Construction is scheduled to begin in February, pending weather.

#### Southern Sanitary Sewer Connection

The contract is planned to be awarded at the January 14<sup>th</sup> CC meeting. Construction is scheduled to begin in February, pending weather.

#### Sanitary Sewer Lining

The contract is planned to be awarded at the January 14<sup>th</sup> CC meeting. Construction is scheduled to begin in February, pending weather.

#### Corneils Sanitary Sewer

Design engineering has commenced. Easement acquisition is in process.

#### 2025 Water Main Replacement

The project is scheduled for a March 6<sup>th</sup> letting.

#### East Alley Water Main Replacement

Design engineering has commenced. We are targeting an April letting.

#### LM – North Receiving Station

The project is scheduled for an April 3<sup>rd</sup> letting.

#### LM – Northwest Elevated Water Storage Tank

The project is scheduled for an April 3<sup>rd</sup> letting.

#### <u>LM – South Receiving Station</u>

The project is scheduled for a July letting.

#### LM – South Receiving Station Standpipe

The project is scheduled for an April 3<sup>rd</sup> letting.

#### <u>LM – Bluestem Water Main Improvements</u>

The project is scheduled for a March 4<sup>th</sup> letting.

#### <u>LM – Rt 126 Water Main Improvements</u>

The project is scheduled for an August letting.

#### Van Emmon Street STP

The project has been awarded. We are anticipating a May construction start.

#### 2025 Local Road Program

Design engineering has commenced. We are targeting a March letting.

#### 2025 RTBR

Design engineering has commenced. We are targeting an April letting.

#### Faxon and Beecher Road Improvements

Design engineering has commenced. We are anticipating a March letting.

#### Kennedy / Freedom Place Intersection Improvements

Land acquisition is in process.

#### Kennedy Road Improvements – Phase I

Design engineering has commenced.

#### Pavement Management Update

The field acquisition of data is complete. We are targeting a presentation to the PW Committee in February.

#### Quiet Zones

Traffic counts are being collected. Meetings with the RR are being scheduled.



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	
Parks and Recreation	

Agenda Item Number
New Business #4
Tracking Number
PW 2025-04

## **Agenda Item Summary Memo**

Title: Bond/LOC Re	eduction Summary Throug	gh December 31, 2024				
Meeting and Date: Public Works Committee – January 21, 2025						
Synopsis:						
Council Action Prev	viously Taken:					
Date of Action:	Action Ta	aken:				
Item Number:						
Type of Vote Requi	red: None					
Council Action Req	uested: Informational					
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: December 31, 2024

Subject: 2024 Bond/LOC Reduction Summary

Please see the attached reduction summary through December 31, 2024. If you have any questions, please let me know.

## 2024 Bond and Letter of Credit Reduction Report

		Engineer	City Administrator	Mayor				
Date	Development/Project	Concurrence	Concurrence	Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
1/4/2024	Bristol Bay Unit 10	Х	X		Х		\$ 1,935,804.50	\$ 486,992.50
1/4/2024	Bristol Bay Unit 12	Х	X		Х		\$ 737,852.00	\$ 217,451.80
1/25/2024	Grande Reserve Units 13, 14 and 23 Sidewalk	х	Х		Х		\$ 26,120.00	\$ 18,760.00
2/27/2024	Ashley Road Improvements	Х	X			Х	\$ 48,401.17	\$ -
7/23/2024	Windett Ridge - Unit 2	Х	X		Х		\$ 314,936.32	\$ 95,599.15
7/23/2024	Heartland Meadows	Х	X			Х	\$ 133,399.30	\$ -
10/3/2024	Grande Reserve Unit 26	х	X				\$ 570,666.57	\$ 720,822.07
10/3/2024	Grande Reserve Unit 27	х	X				\$ 1,050,751.00	\$ 948,737.92
10/22/2024	Grande Reserve Unit 6	х	Х		Х		-	\$ 206,106.54



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police	
Public Works Parks and Recreation	

Agenda Item Number
New Business #5
Tracking Number
PW 2025-05

#### Agenda Item Summary Memo

	rigenuu item zum	mm y iviemo
Title: 2024 Local F	Road Program – Change Order N	No. 2 (Balancing)
Meeting and Date:	Public Works Committee – Ja	nuary 21, 2025
Synopsis: Recomm	endation to Approve Request fo	r Approval of Change of Plans
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Approval of Request for	or Change of Plans
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item	Notes:



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works Erin Willrett, Assistant City Administrator

Rob Fredrickson, Finance Director

Jori Behland, City Clerk

Date: January 3, 2025

Subject: 2024 Local Road Program

The purpose of this memo is to present Change Order No. 2 and Final for the above referenced project.

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

#### **Background:**

The City awarded the work for the 2024 Local Road Program to Builders Paving, LLC in the amount of \$3,162,000. After the project was awarded the City received funds for the completion of improvements on Faxon Road from High Ridge Lane to Twinleaf Trail. The City approved Change Order No. 1 with Builders Paving, LLC in the amount of \$596,828.00, which increased the contract value to \$3,758,836.00.

#### **Question Presented:**

Should the City approve Change Order No. 2 and Final which would <u>decrease</u> the contract value by \$30,571.28?

#### **Discussion:**

The change order would decrease the contract value to \$3,728,264.72. The final construction value for the additional work on Faxon Road was \$556,685.88.

We are recommending approval of the change order.

#### **Action Required:**

Consideration of approval of Change Order No. 2 and Final.

#### Resolution No. 2025-

# A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING TO THE 2024 LOCAL ROAD PROGRAM

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

WHEREAS, the City had approved a contract in the amount of \$3,162,000 with Builders Paving, LLC ("Builders Paving"), for a project commonly known as the 2024 Local Road Program; and

**WHEREAS**, the City had previously approved a Change Order increasing the value of this Project by \$596,828, to \$3,758,836; and

**WHEREAS**, the price of the Project has since <u>decreased</u> in the amount of \$30,571.28 (the "Change Order") after completion of the Project and final balancing of the Project cost; and

WHEREAS, all change orders increasing or decreasing the cost of a public contract by at least \$25,000 must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

WHEREAS, it has been recommended to the Mayor and City Council (the "Corporate Authorities") that a Change Order decreasing the total contract price to the amount of \$3,728,264.72 is necessary, as set forth in the proposal from Builders Paving.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the

findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby find and declare that Change Order No.

2 to the 2024 Local Road Program contract with Builders Paving, LLC, which results in a total

decrease of \$30,571.28, is required and that such decrease is germane to the original contract as

signed.

**Section 3.** The Change Order is hereby approved, and the City Administrator is

authorized to execute the Change Order as hereinabove identified.

**Section 4.** That this resolution shall be in full force and effect from and after its passage

and approval according to law.

[Remainder of Page Intentionally Blank; Roll Call Vote to Follow]

Resolution No. 2025-\_\_\_\_

day of	, A.D. 2025.
	CITY CLERK
KEN KOCH	DAN TRANSIER
ARDEN JOE PLOCHER	CRAIG SOLING
CHRIS FUNKHOUSER	MATT MAREK
SEAVER TARULIS	RUSTY CORNEILS
APPROVED by me, a this day of	Mayor of the United City of Yorkville, Kendall County, Illinois, A.D. 2025.
	MAYOR
Attest:	
CITY CLERK	



## **Request for Approval of Change of Plans**

Local Public Agency		County		Route	Section Number	
United City of Yorkville		Kendall		Various Local Roads	N/A	
Request Number		Contractor				
2	Builder's Paving, LLC					
Address			City		State	Zip Code
4401 Roosevelt Road			Hillside		IL	60162
Date						
1/2/2025						
I recommend that this Deduction	be mad	de <b>from</b>	the above con	tract.		

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- Partial Depth Patching (Special)	Sq Yd	485	\$30.0000	D	\$0.0000	\$14,550.0000
Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	156.5	\$30.0000	A	\$4,695.0000	\$0.0000
Hot-Mix Asphalt Surface Removal, Variable Depth, Type 1	Sq Yd	1881	\$2.1000	A	\$3,950.1000	\$0.0000
Hot-Mix Asphalt Surface Removal, Variable Depth, Type 2	Sq Yd	1326	\$2.8500	A	\$3,779.1000	\$0.0000
Hot-Mix Asphalt Surface Removal, 3"	Sq Yd	3899	\$3.2000	A	\$12,476.8000	\$0.0000
- Bituminous Materials (Tack Coat)	Pound	4950	\$0.0100	Α	\$49.5000	\$0.0000
Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	176	\$80.0000	A	\$14,080.0000	\$0.0000
Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	655	\$80.0000	A	\$52,400.0000	\$0.0000
Combination Concrete Curb and Gutter Removal and Replacement	Foot	1687	\$36.0000	D	\$0.0000	\$60,732.0000
- Sidewalk Removal	Sq Ft	2674	\$1.0000	D	\$0.0000	\$2,674.0000
Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	2031	\$10.2500	D	\$0.0000	\$20,817.7500
- Detectable Warnings	Sq Ft	161	\$32.0000	Α	\$5,152.0000	\$0.0000
- Inlets to be Adjusted	Each	31	\$538.0000	Α	\$16,678.0000	\$0.0000
- Inlets to be Reconstructed	Each	2	\$611.0000	D	\$0.0000	\$1,222.0000
- Manholes to be Reconstructed	Each	1	\$1,345.0000	D	\$0.0000	\$1,345.0000
- Sanitary Manholes to be Adjusted	Each	1	\$1,975.0000	Α	\$1,975.0000	\$0.0000
Domestic Water Service Boxes to be Adjusted	Each	1	\$357.0000	D	\$0.0000	\$357.0000
- Type 1 Frame, Open Lid	Each	3	\$794.0000	Α	\$2,382.0000	\$0.0000
- Type 1 Frame, Closed Lid	Each	1	\$817.0000	D	\$0.0000	\$817.0000
- Type 3 Frame and Grate	Each	5	\$974.0000	D	\$0.0000	\$4,870.0000
- Type 6 Frame and Grate	Each	5	\$1,113.0000	D	\$0.0000	\$5,565.0000
Thermoplastic Pavement Markings - Letters & Symbols	Sq Ft	3.8	\$5.0000	A	\$19.0000	\$0.0000

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction	Total Addition	Total Deduction
Thermoplastic Pavement Markings - Line 4"	Foot	470	\$0.8500	(D) <b>A</b>	\$399.5000	\$0.0000
Thermoplastic Pavement Markings - Line 6"	Foot	2251	\$1.2500	А	\$2,813.7500	\$0.0000
Thermoplastic Pavement Markings - Line 12"	Foot	749	\$2.5000	A	\$1,872.5000	\$0.0000
Thermoplastic Pavement Markings - Line 24"	Foot	341	\$5.0000	A	\$1,705.0000	\$0.0000
Short Term Pavement Marking	Foot	456	\$1.0000	D	\$0.0000	\$456.0000
Short Term Pavement Marking Removal	Sq Ft	152	\$5.0000	D	\$0.0000	\$760.0000
Portland Cement Concrete Driveway Removal and Replacement	Sq Ft	17	\$125.0000	D	\$0.0000	\$2,125.0000
Brick Paver Driveway Removal and Reset	Sq Ft	222	\$17.0000	D	\$0.0000	\$3,774.0000
Bike Path Removal	Sq Ft	102	\$1.0000	D	\$0.0000	\$102.0000
Hot-Mix Asphalt Bike Path Removal and Replacement	Sq Yd	17.4	\$35.0000	D	\$0.0000	\$609.0000
Sodding, Special	Sq Yd	117.5	\$17.0000	D	\$0.0000	\$1,997.5000
Supplemental Watering	Unit	100	\$1.0000	D	\$0.0000	\$100.0000
Routing and Sealing Cracks	Foot	24598	\$0.6400	Α	\$15,742.7200	\$0.0000
Preparation of Base	Sq Yd	8500	\$1.5000	D	\$0.0000	\$12,750.0000
Hot-Mix Asphalt Surface Removal, 4.5"	Sq Yd	560	\$5.0000	D	\$0.0000	\$2,800.0000
Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	460	\$78.0000	D	\$0.0000	\$35,880.0000
Hot-Mix Asphalt Driveway Removal and Replacement	Sq Yd	0.2	\$40.0000	D	\$0.0000	\$8.0000
AUP #1 - Additional Striping Mobilization	L Sum	1	\$1,500.0000	A	\$1,500.0000	\$0.0000
AUP #2 - Concrete Median Removal	Sq Ft	345	\$6.0000	A	\$2,070.0000	\$0.0000
	1		· 7	Total Changes	\$143,739.97	\$174,311.25

#### Add Row

Total Net Change	(\$30,571.28)
Amount of Original Contract	\$3,758,836.00
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$3,728,264.72

Total net	deduction	to date	(\$30,571.28) which is	-0.81% of the contract price

State fully the nature and reason for the change
As completed per field measurements. See attached for explanation.

	rease or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased ore, one of the following statements must be checked:
☐ The Lo	cal Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable me the contract was signed.
X The Lo	cal Public Agency has determined that the change is germane to the original contract as signed.
	cal Public Agency has determined that this change is in the best interest of the Local Public Agency and is zed by law.
Prepared By	Title of Preparer
Christopher C	
	i reject manager
Submitted/Appro	ved
	Local Public Agency Signature & Date
BY:	
Title:	
F B I B'. (	
For a Road Dist	rict project County Engineer signature required.
	County Engineer/Superintendent of HighwaysSignature & Date
	Approved:
	Illinois Department of Transportation
	Regional Engineer Signature & Date
IDOT Department	Use Only
•	on Received Date Additional Location?
WMFT Entry By	Entry Date



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing	
Police	

Agenda Item Number
New Business #6
Tracking Number
PW 2025-06

### Agenda Item Summary Memo

Public Works Parks and Recreation

Agenda Item Summa	ary wiemo	
ve Unit 20 – Performance Guarant	tee Release	
Public Works Committee – Janua	ary 21, 2025	
of Guarantee		
viously Taken:		
Action Taken:		
red: Majority		
uested: Consideration of Approva	al	
	Engineering	
Name	Department	
Agenda Item Notes:		
	Public Works Committee – January of Guarantee  viously Taken:  Action Taken:  red: Majority  quested: Consideration of Approva	



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

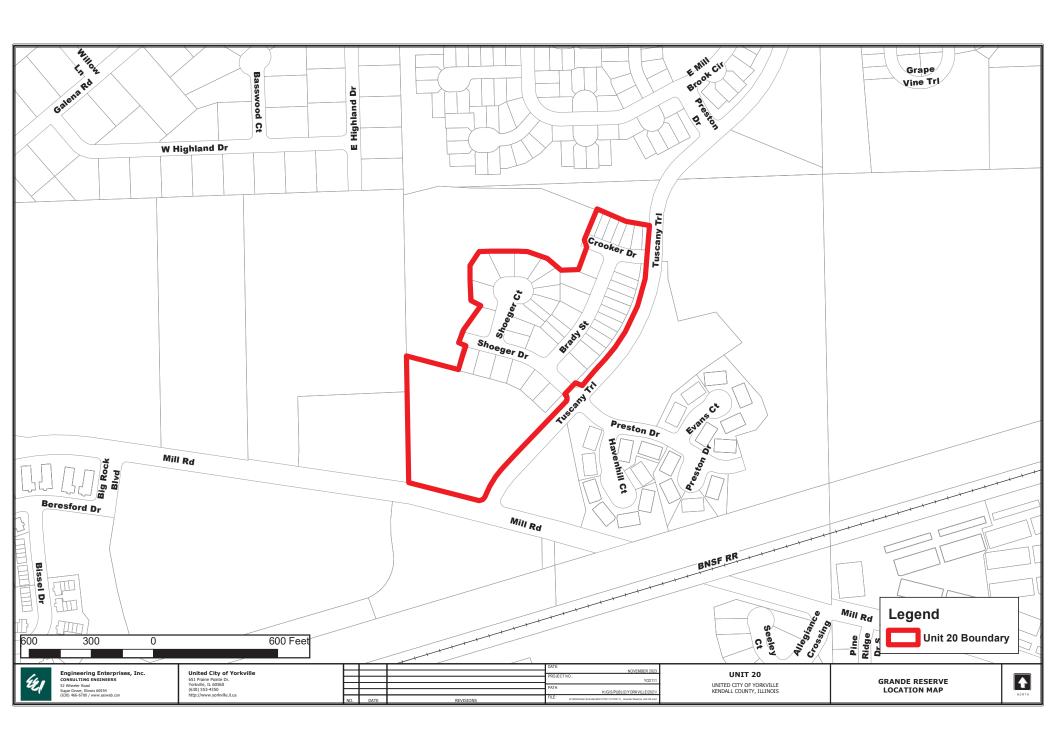
Jori Behland, City Clerk

Date: December 18, 2024 Subject: Grande Reserve Unit 20

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$141,750.90.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.





Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works	
Police	

Agenda Item Number	
New Business #7	
Tracking Number	

PW 2025-07

## Agenda Item Summary Memo

ıd				
e of				
Name Department  Agenda Item Notes:				



# Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: January 15, 2025

Subject: Bulk Water Meter Purchase

#### **Summary**

PW is proposing to purchase 500 additional water meters to install throughout the year to assist in lowering the cost of future meter replacement programs.

#### **Background**

The City Council approved the purchase of 1243 replacement water meters and readers on 11/26/24. Because of the high number of meters and readers, we purchased at once, the vendor was able to give us a better price than normal. To save money where we can, I asked them if they would be willing to sell us 500 meters at the same price, to which they said yes, if we purchase them within a very short time frame because prices go up at the first of the year. The savings on 500 meters and readers is \$30,000 compared to what we normally pay if we buy them in lesser amounts.

Our thought is to use the proposed 500 meters to replace older meters in town to reduce the total number of meters that still need to be replaced in the next phases of the meter replacement program. In addition to the \$30,000 in savings, we would save the future cost of labor to install them if they were part of the next phase of the meter change out program. The labor savings would be approximately \$86,500 on 500 meters. We did not have an opportunity to plan for this or put this in as a budget request, this is an idea that we had after we saw the prices for the meters and readers as they were quoted in the meter replacement program in November of 2024. This also will not wait until next fiscal year, they are holding the price for a month for us, after that the prices will go up.

The cost of the meters and readers is \$130,000. While this expense would exceed the budget allocated for the Meters & Parts line item, Finance Director Fredrickson is confident that the additional cost can be absorbed within the overall Water Fund Expense Budget, eliminating the need for a budget amendment.

#### Recommendation

I recommend that we purchase the meters and readers as proposed from Core and Main at a price not to exceed \$130,000. These meters need to be replaced and will be replaced within the meter replacement program at a higher cost. If we can find a way to replace them in this coming year, we will save money and have an additional 500 meters reading more accurately to capture all the water revenue accurately and precisely.



#### Bid Proposal for Yorkville-Eric-Meters

CITY OF YORKVILLE

Job Location: Yorkville, IL Bid Date: 12/20/2024

Core & Main Bid #: 3927284

12/20/2024 - 2:23 PM

Core & Main

6829 Irene Rd

Belvidere, IL 61008

Phone: 8155443458

Fax: 8155443474

Seq#	Qty	Description	Units	Price	Ext Price
10	500	3/4S IPERL .1CF 3-TERM SCREW 7.5"LL 7WHL I2X3FBXX	EA	130.00	65,000.00
20	500	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	130.00	65,000.00
				<b>Sub Total</b>	130,000.00
				Tax	0.00
				Total	130,000.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/



Reviewed By:	 Agenda Item Number
Legal Finance	Public Works Committee #2
Engineer City Administrator Community Development	Tracking Number
Purchasing Police	PW 2024-98
Public Works Parks and Recreation	

	Agenda Item Su	mmary Memo		
Title: Meter Cha	nge Out Proposal	_		
Meeting and Dat	e: City Council – November 2	6, 2024		
Synopsis: Propos	sed change out of certain meters	to assist us in getting under 10%		
Non-1	revenue water loss.			
<b>Council Action P</b>	reviously Taken:			
Date of Action: P	W - 11/19/24 Action Take	n: Moved forward to City Council agenda.		
Item Number: P	W 2024-98			
Type of Vote Rec	quired: Supermajority (6 out of	9)		
Council Action R	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: November 4, 2024

Subject: Water Meter Changeout Proposal

#### **Summary**

A proposal from our current water meter supplier to replace 1243 water meters with new meters and meter reading units that would allow us to use a fixed based meter reading system. The proposed cost for this service is \$735,092.25. We currently have \$800,000 budgeted for this project in the approved FY25 budget.

#### **Background**

Reducing our non-revenue water loss to less than 10% is a requirement of our Lake Michigan allocation and is a high priority for the City to come into compliance before we switch to lake water. Besides being a requirement, getting into compliance a year before we start to get water from Lake Michigan will potentially save us millions in the future. If we are under the 10% non-revenue water loss, we will not have to annually submit and implement a non-revenue water loss remediation plan. The plan would have to include upgrades to our system to bring us into compliance. As we know, replacing infrastructure is very expensive and any money we can save will help keep water rates as low as possible. At this time, we are replacing all water main that is not ductile iron, performing leak detection on our entire system each year, and replacing certain water meters that may no longer be accurate in an effort to come into compliance by October 2026.

The attached proposal is from Core and Main, our areas Sensus meter distributor, that breaks down the size and number of meters we are looking to replace along with the cost of the smart points, accessories, base station, analytics, integration, and hosting, along with labor. We have used Sensus meters longer than I have been with the city. When I started in 1995, we were updating meters that had been in use since the 60's and 70's and replacing them with Sensus meters. At that time, we had many different meters in place and read them all manually. Our next upgrade was installing touch pads on new and replacement meters which allowed us to walk up to the touch pad with a handheld unit and touch the pad to store a read. After that, we started installing MXU boxes along with our current iperl meter which allowed us to implement a drive by reading system on new installs and any replacement meters. Finally, we have started installing the latest meter readers which are called flexnets. All current meters with flexnet readers will be able to communicate with the new base station. Currently, we have 3614 flexnet meters in the system. With the upgrade, we will have roughly 54% of our meters on the radio read system with approximately 4000 left on the drive by system. The drive by meters and readers will be our next replacement group which can be broken down into several years if necessary to fit within our budget.

Changing out these certain water meters will not only improve our accuracy to assist in getting us under our 10% threshold, but it will also greatly improve our efficiency and allow us to serve the residents better by giving them almost real time usage reports, history of usage and being able to alert them if there is unusually high usage. Our efficiency will be improved in many ways. Below is a list of 3 items I believe will greatly improve our efficiency.

- 1. Eliminating our walking route. This route has manual meters that take an employee a week to complete. While that may not sound like much, that adds up to 6 weeks per year if everything goes smooth. 6 weeks is about 11.5% of an employee's work year. Removing that much time will improve the efficiency of the department.
- 2. We will be able to get final reads immediately instead of sending someone to the site to get a reading. At this time, we must send someone to get a reading for every new home and every existing home that is bought/sold. Year to date, we have had 672 final reads for new construction and move in/out. If we figure 30 minutes per read from the time the call comes in at city hall to the time we return the read to city hall we will save 336 hours of time by having the reads be instant. That is 16% of an employee's work year.
- 3. We will be getting rid of a hodge-podge system of reads and narrowing it down to the flexnet radio reads and the drive by radio reads. Currently, we have 151 touch pads and 573 manual meters that make up our walking route. In addition, we have 389 ITRON reads which were a trial meter that we used in Autumn Creek/Prairie Meadows/Grande Reserve areas that were supposed to be the "next great advance in meter technology". Those readers are now obsolete and no longer technically supported. We are currently using a program on our radio read computer to read each ITRON endpoint and manually add each read to a spreadsheet. You can imagine the time we will save if we can change these out for fixed base radio reads that are instant. Making sure every meter is loaded into the proper place, getting the reads, and downloading the reads all take time.

All these efficiency improvements are on the conservative side. I counted on everything going smoothly every time we use it. As we know, with old technology, that is not the case. I did not count for any delays or glitches in our system, nor did I count the re-reads that we have to do each time we read the whole town. There will always be meters that don't read, have an error, or have a very odd read that doesn't make sense. We then must go out and get the reads again either with the radio read system, or manually.

This program is basically a turnkey operation for the City. Our involvement would be limited to the initial announcement to let everyone that is in the program know that there will be a meter change out and that Core and Main have been hired to complete the work. From There, Core and Main will contact the residents, set up appointment, swap out the meter, program the meter, and enter it in the database. The support team would then assist in integrating the new meters into our system for billing. This may take some support from MSI as well, but Sensus has worked with us and many other municipalities, I am confident this will be a smooth process. During this process, our responsibilities will be to answer any questions that resident's may have regarding the program, assisting in integrating the new meters into our billing system, and assisting with with residents that do not want to make appointments with the contractor. In these cases, we may have to accompany the contractor, or in extreme cases, we may have to cut off water service

until such time as we can get in to change the meter. I say extreme, but it is so incredibly rare that I can only think on one time this has happened in my tenure with the City. We realize that this is a last resort, and we do everything possible not to use this tool. We expect this entire process to take 3-5 months. Core and Main is confident that 3 months will be adequate, but they build in extra time just in case.

I have attached a reference list of other local municipalities that have the Sensus FlexNet AMI (Advanced Metering Infrastructure) system that are in use. We are also happy with the Sensus meters, the support we get from them, and staying with Sensus meters will be the most cost-effective solution to upgrading our system to a full AMI system since almost all meters that are currently in our system are Sensus meters.

Once the initial change out is completed, staff will work on putting together a comprehensive plan to switch the rest of our meters over to the new fixed base system. With the remaining meter count being over 4,000 we have not yet determined if a multi-year program would be better than doing it all at once. We will have to look at all aspects before bringing anything forward for consideration.

#### Recommendation

Staff recommends approving the proposal from Core and Main of Belvidere, IL in the amount of \$735,092.25. This will need to be a super majority approval since this is a sole source bid.

#### Resolution No. 2024-

# A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE PURCHASE OF 1243 REPLACEMENT WATER METERS IN AN AMOUNT NOT TO EXCEED \$735,093

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

**WHEREAS**, the City's Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City is currently working toward sourcing water from Lake Michigan instead of local aquifers and a requirement for gaining access to Lake Michigan water is reducing the City's non-revenue water loss to less than 10%; and

**WHEREAS**, replacing old water meters with newer, more sensitive water meters will contribute to reducing the City's non-revenue water loss, and the City therefore desires to replace approximately 1243 old meters; and

**WHEREAS**, the City's meter supplier, Core and Main, has provided a quote to supply and install new Sensus meter systems for 1243 meters that need to be replaced, for a total price of \$735,092.25, said Quote attached hereto as "Exhibit A"; and

WHEREAS, Core and Main is the only Sensus meter supplier in the area, the City has had a positive experience with Sensus meters, almost all the meters currently in the City's system are Sensus meters and dozens of comparable municipalities in the Chicago suburbs and throughout the Fox Valley area use this Sensus meter system; and

**WHEREAS**, along with reducing the City's non-revenue water loss, the new meters would increase the efficiency of the Public Works department as the new meters are faster and easier to read than the City's existing meters; and

**WHEREAS**, the City has allocated \$800,000 in the Fiscal Year End 2025 budget for this project; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the new meters from Core and Main in accordance with the provisions of the Quote.

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

**Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

**Section 2.** The Corporate Authorities hereby waive the competitive bidding requirements of the City's Municipal Code pursuant to the foregoing recitals, and the City Administrator is authorized and directed to proceed with the purchase of 1243 replacement water meters, as described in the Quote, from Core and Main of Belvidere, Illinois.

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

day of	, A.D. 2024.
	CITY CLERK
KEN KOCH	DAN TRANSIER
ARDEN JOE PLOCHER	CRAIG SOLING
CHRIS FUNKHOUSER	MATT MAREK
SEAVER TARULIS	RUSTY CORNEILS
APPROVED by me, a this day of	Mayor of the United City of Yorkville, Kendall County, Illinois, A.D. 2024.
	MAYOR
Attest:	



6829 Irene Road, Belvidere IL., 61008

**Date:** October 31, 2024 Village:

Yorkville Jon Bauer Attn:

#### Subject: Yorkville 2025 Phase 1 Quotation for Sensus Meters/FlexNet System

Product	<u>Quantity</u>	<u>Unit Price</u>		Extension
New Water Meters				
5/8" Sensus iPERL Water Meter 3/4"S Sensus iPERL Water Meter	0 1061	\$130.00 ea \$130.00 ea		\$0.00 \$137,930.00
3/4" Sensus iPERL Water Meter (9"LL)	0	\$152.00 ea		\$0.00
1" Sensus iPERL Water Meter	182	\$205.00 ea		\$37,310.00
3/4"S Sensus Ally Water Meter (7 1/2"LL)	0	\$425.00 ea		\$0.00
1" Sensus Ally Water Meter (7 1/2"LL)	0	\$505.00 ea		\$0.00
Section Total:	1243			\$175,240.00
New 1 1/2" - 3" OMNI C2 Water Meters				
1 1/2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	6	\$1,250.00	ea	\$7,500.00
2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output	4	\$1,440.00		¢4 440 00
Pulse Output and Test Outlet 3" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output	1	\$1,440.00	ea	\$1,440.00
Pulse Output and Test Outlet	1	\$1,825.00	ea	\$1,825.00
Section Total:	8			\$10,765.00
Labor				
Installation of 5/8" Meter	0 1061	\$170.00 ea		\$0.00
Installation of 3/4" Meter Installation of 1" Meter	182	\$170.00 ea \$170.00 ea		\$180,370.00 \$30,940.00
Installation of 1-1/2" Meter	6	\$395.00 ea		\$2,370.00
Installation of 2" Meter	1	\$405.00 ea		\$405.00
Installation of 3" Meter Installation of New Wire	1 0	\$900.00 ea \$90.00 ea		\$900.00 \$0.00
Installation of Ground Strap 5/8"-1"	0	\$55.00 ea		\$0.00
Correct Hard Plumbing	0	\$265.00 ea		\$0.00
Smartpoint only (outside sets)	0	\$125.00 ea		\$0.00
Installation of 3/4" Ball Valve (includes valve) Installation of 1" Ball valve (includes valve)	0 0	\$250.00 ea \$285.00 ea		\$0.00 \$0.00
,	Ü	ф203.00 ea		·
Section Total:				\$214,985.00
Smartpoints 510M Single Port Touchcoupled Smartpoints	1251	\$130.00 ea		\$162,630.00
		ψ.00.00 00		
Section Total:	1251			\$162,630.00
Meter Accessories 22 Guage 3-Conductor Meter Wire (500' Spool)	3	\$60.00 ea		\$180.00
5/8"-1" Ground Clamps	2486	\$4.25 ea		\$10,565.50
Seal Wire (1000' Spool)	2	\$110.00 ea		\$220.00
#4 Solid Copper Ground Wire (200' Spool)	5	\$325.00 ea		\$1,625.00
TouchPad 3/4" Meter Gaskets	0 2122	\$8.00 ea		\$0.00
Plastic Meter Seal	1243	\$0.00 ea \$0.25 ea		\$0.00 \$310.75
A23-NL 5/8"X3/4" to 3/4" Adaptor	0	\$20.00 ea		\$0.00
Section Total:				\$12,901.25
Infrastructure				
M420B2 Tower Gateway Basestation includes installation.	2	\$55,000.00 ea		\$110,000.00
Section Total:				\$110,000.00

Sensus Analytics SaaS Integration and Hosting Fees			
Sensus Analytics SA/RNI Set up Fee	1	\$12,975.00 one time	\$12,975.00
Sensus Analytics Billing Integration Fee	1	\$8,095.00 one time	\$8,095.00
Annual Sensus Analytics SA/RNI Hosting Fee 5K Services Year '25	1	\$22,216.00 annual	\$22,216.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year '26	0	\$26,645.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '27	0	\$32,595.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '28	0	\$33,573.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '29	0	\$34,580.00 annual	\$0.00
Section Total:			\$43,286.00
Section Total:  Extended Warranties, Training, Management Fee			\$43,286.00
	1	\$3,700.00 annual	<b>\$43,286.00</b> <b>\$3,700.00</b>
Extended Warranties, Training, Management Fee	1 0	\$3,700.00 annual \$2,200.00 annual	· ,
Extended Warranties, Training, Management Fee Annual Walk by/Drive by Support	1 0 1	, . ,	\$3,700.00

\$735,092.25 Subtotal:

\$16.050.00

**Section Total:** 

- NOTE:

  \* Propagation study determined (2) Basestation required inside smartpoint installation.

  \* Basestation Pricing Includes installation and startup.

  \* Basestation Pricing subject to change pending job site survey.

  \* Pricing and installation does not include communication link between Basestation to (RNI).

  \* Utility responsible to provide electric at Basestation.

  \* Pricing does not include software interface to billing system.

  \* Final project pricing shall be determined by actual meter quantities supplied and installed.

- \* Final project pricing shall be determined by actual meter quantities supplied and installed. 
  \* Final Pricing subject to volatile market conditions.

- \* Pricing does not include Payment/Performance Bond.
  \* Installation pricing are for 'Labor Only" to replace meter with same lay length meter.
  \* Additional plumbing/pit set pricing determined case by case basis.
- \* Labor assumes no responsibility on ground wire sizing

Prices are good until May 1, 2025. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Steve Cooper

Steve Cooper Territory Manager





#### **LOCAL REFERENCES:**

Belvidere, Illinois Brent Anderson (815) 544-6622 (asstpublicwksdir@ci.belvidere.il.us) (4000) Sensus Water Meters with FlexNet AMI Network System Completed – (2011)

Morton Grove, Illinois Marty Durkin (847) 815-1688 (mdurkin@mortongroveil.org) (8000) Sensus water Meters with FlexNet AMI System Completed - 8000 total meters - (2011)

Wheeling, Illinois Jeff Wolfgram (847) 279-6420 (jwolfgram@wheelingil.gov) (8000) Sensus water Meters with FlexNet AMI System Completed - (2013)

Bensenville, Illinois Joe Caracci (630) 350-3431 (jcaracci@bensenville.il.us) (5700) Sensus water Meters with FlexNet AMI System Completed - (2013)

Homewood, Illinois John Schaefer (708) 206-2901 (jschaefer@homesweethomewood.com) (7000) Sensus water Meters with FlexNet AMI System Completed - (2013)

Des Plaines, Illinois Tim Watkins-(847) 391-5468 (twatkins@desplaines.org) (16800) Sensus Water Meters with FlexNet AMI System Completed- (2021)

Orland Park, Illinois Ken Dado-(708) 403-6350 (KDado@orlandpark.org) (24000) Sensus Water Meters with FlexNet AMI System Currently Installing- (2015)

Calumet City, Illinois Gerry Surufka-(708) 417-2233 (gsurufka@calumetcity.org) (10000) Sensus Water Meters with FlexNet AMI System Completed- (2017)





Glenview, Illinois Joe Kenney-(847) 724-1700 (16000) Sensus Water Meters with FlexNet AMI System Completed- (2015)

Palatine, Illinois Matt Barry-(847) 705-5200 (mbarry@palatine.il.us) (19000) Sensus Water Meters with FlexNet AMI System Completed- (2015)

Aurora, Illinois Eric Schoeny-(630) 256-3486(<u>eschoeny@aurora-il.org</u>) (42000) Sensus Water Meters with FlexNet AMI System Completed- (2018)

Tinley Park, Illinois John Urbanski-(708) 444-5500(jurbanski@tinleypark.org) (22000) Sensus Water Meters with FlexNet AMI System Completed- (2018)

Oak Brook, Illinois Tim O'Malley-(847) 827-4490 (tommaley@oak-brook.org) (5400) Sensus Water Meters with FlexNet AMI System Completed- (2019)

Dixon, Illinois Matt Heckman-(815) 288-7474 (matt.heckman@discoverdixon.org) (5400) Sensus Water Meters with FlexNet AMI System Completed- (2018)

Chicago Ridge, Illinois Stan Barwock-(708) 577-8920 (Sbarwock@chicagoridge.org) (2200) Sensus Water Meters with FlexNet AMI System Completed- (2018)

Broadview, Illinois Matt Ames-(708) 681-3602 (mames@broadview-il.org) (3800) Sensus Water Meters with FlexNet AMI System Completed- (2018)





New Lenox, Illinois Mark Brow-(815) 215-4500 (mbrow@newlenox.net) (10000) Sensus Water Meters with FlexNet AMI System Currently Installing- (2018)

Elk Grove Village, Illinois Keith Conley-(847) 734-8049 (kconley@elkgrove.org) (12500) Sensus Water Meters with FlexNet AMI System Completed- (2019)

Lagrange Park, Illinois Rick Radde-(708) 243-9550 (rradde@lagrangepark.org) (4300) Sensus Water Meters with FlexNet AMI System Completed- (2018)

Algonqin, Illinois Jason Schutz-(847) 658-2700 (jasonschutz@algonquin.org) (11000) Sensus Water Meters with FlexNet AMI System Completed- (2020)

Glencoe, Illinois Don Kirk-(847) 461-1154 (dkirk@villageofglencoe.org) (3300) Sensus Water Meters with FlexNet AMI System Completed- (2021)

Naperville, Illinois Darrell Blenniss- (630) 305-5994 (<u>BlennissD@naperville.il.us</u>) (42,500) Sensus Smartpoints with FlexNet AMI System Completed- (2021)

Northfield, Illinois Bill Wipperfurth-(847) 456-2590 (bwipperfurth@northfieldil.org) (3000) Sensus Water Meters with FlexNet AMI System Completed- (2022)

Itasca, Illinois Mike Subers – 630 228-5663 (<u>msubers@itasca.com</u>) (2,700) Sensus Smartpoints with FlexNet AMI System Completed – (2024)





Bloomingdale, Illinois Ken Lindhorn – 630-671-5833 (<u>lindhornk@vil.bloomingdale.il.us</u>) (7000) Sensus Smartpoints with FlexNet AMI System Completed – (2024)

Addison, Illinois Shawn Campbell – 331-254-0427 (<u>scampbell@addison-il.org</u>) (12,000) Sensus Smartpoints with FlexNet AMI System Completed – (2023)

Additional references upon request



Reviewed By:	

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

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Agenda	Item	Num	bei

New Business #8

Tracking Number

PW 2025-08

## Agenda Item Summary Memo

Title: Grande Reserve Traffic Control Signage Analysis				
Meeting and Date: Public Works – January 21, 2025				
Synopsis: Review o	Synopsis: Review of Recommendations			
Council Action Previously Taken:				
Date of Action:	Action '	Гaken:		
Item Number:				
Type of Vote Requi	red: Majority			
Council Action Requested: Consideration of Recommendations				
Submitted by:		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

James Jensen, Chief of Police

Date: December 27, 2024

Subject: Grande Reserve Intersection Analyses

As requested, we investigated the possible installation of yield and stop signs at various intersections in Grande Reserve:

In Units 23, 26, and 27, the following intersections were studied:

- 1. East Millbrook Circle and Blackhawk Boulevard
- 2. East Millbrook Circle and Silver Springs Court
- 3. East Millbrook Circle and Ketchum Court
- 4. East Millbrook Circle and Sheridan Court
- 5. East Millbrook Circle and Gains Court
- 6. East Millbrook Circle and Owen Court
- 7. Millbrook Circle and Preston Drive
- 8. West Millbrook Circle and Nickerson Court
- 9. West Millbrook Circle and Hatch Court
- 10. West Millbrook Circle and Sutherland Court
- 11. West Millbrook Circle and Potter Court
- 12. West Millbrook Circle and Kellogg Court
- 13. West Millbrook Circle and Ellory Court
- 14. West Millbrook Circle and Gould Court
- 15. West Millbrook Circle and Curtis Court
- 16. West Millbrook Circle and Waterman Lane
- 17. West Millbrook Circle and Big Grove Lane
- 18. West Millbrook Circle and Royal Court

In Units 9 and 10, the following intersection was studied:

19. Matlock Drive and Berrywood Lane

#### Our findings were as follows:

- o All intersections are currently uncontrolled and without pavement markings on all approaches.
- o There appear to be no sight distance constraints or left-turn conflicts at any intersection.
- The United City of Yorkville Police Department reported a single accident in Grande Reserve in the previous thirty-six months. The accident, which was a single vehicle accident, did not occur at any of the intersections.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering was less than 100 vehicles per hour for all intersections.

- The speed limit for the neighborhood was posted at 30 mph. Observed traffic closely followed posted limits.
- o All streets examined were designated as local roads.
- School buses were observed to stop at several of the intersections; however, no safety or flow issues were identified.
- At this time, none of the intersections in Units 23, 26, and 27 appear to be a good candidate for a yield, stop, or multi-way stop.
- In anticipation of future development and traffic demands, we recommend the installation of a stop sign at the northeast corner of Matlock Drive and Berrywood Lane for westbound traffic.

The following pages of this memorandum describe the methodology outlined in the MUTCD for traffic control devices. Additionally, the data that was collected for all intersections is attached.

# **MUTCD Intersection Control Guidelines**

The governing entity on traffic control signage and right-of-way intersection control is the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The 11<sup>th</sup> Edition of the Manual, updated in December 2023, provides the following guidance when considering intersection control at unsignalized intersections:

#### Guidance:

The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

#### Guidance:

- A. When selecting a form of intersection control, the following factors should be considered: a. Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;
- B. Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;
- C. Number and angle of approaches;
- D. Approach speeds;
- E. Sight distance available on each approach;
- F. Reported crash experience; and
- G. The presence of a grade crossing near the intersection.

#### Standard:

#### YIELD or STOP signs shall not be used for speed control.

Section 2B.10 of the MUTCD details the following for the installation of yield control at an intersection:

#### Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.

Yield control should be considered when engineering judgment indicates that all of the following conditions exist:

- A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.
- B. All approaches to the intersection are a single lane and there are no separate turn lanes.
- *C. One of the following crash-related criteria applies:*
- D. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.
- E. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.
- F. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.
- *G.* The angle of intersection is between 90 and 75 degrees.

H. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.

#### Option:

YIELD signs may be installed at an intersection when any of the following conditions apply:

- A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections (see Figure 2B-19). In this case, a YIELD sign may be installed at the entrance to the second intersection.
- B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
- F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Section 2B.11 of the MUTCD details the following for the installation of minor road stop control at an intersection:

#### Guidance:

Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:

- A. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
- B. Crash records indicate that:
  - 1. For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
  - 2. For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
- C. The intersection is of a lower functional classification road with a higher functional classification road.
- D. Conditions that previously supported the installation of all-way stop control no longer exist.

On low-volume rural roads, a STOP sign should be considered at an intersection where engineering judgment indicates that Item C in Paragraph 1 of this Section is applicable or where the intersection has inadequate sight distance for the operating vehicle speeds.

Section 2B.12 of the MUTCD details the following for the installation of an All-Way Stop Control intersection:

#### Support:

The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.

All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.

#### Guidance:

The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:

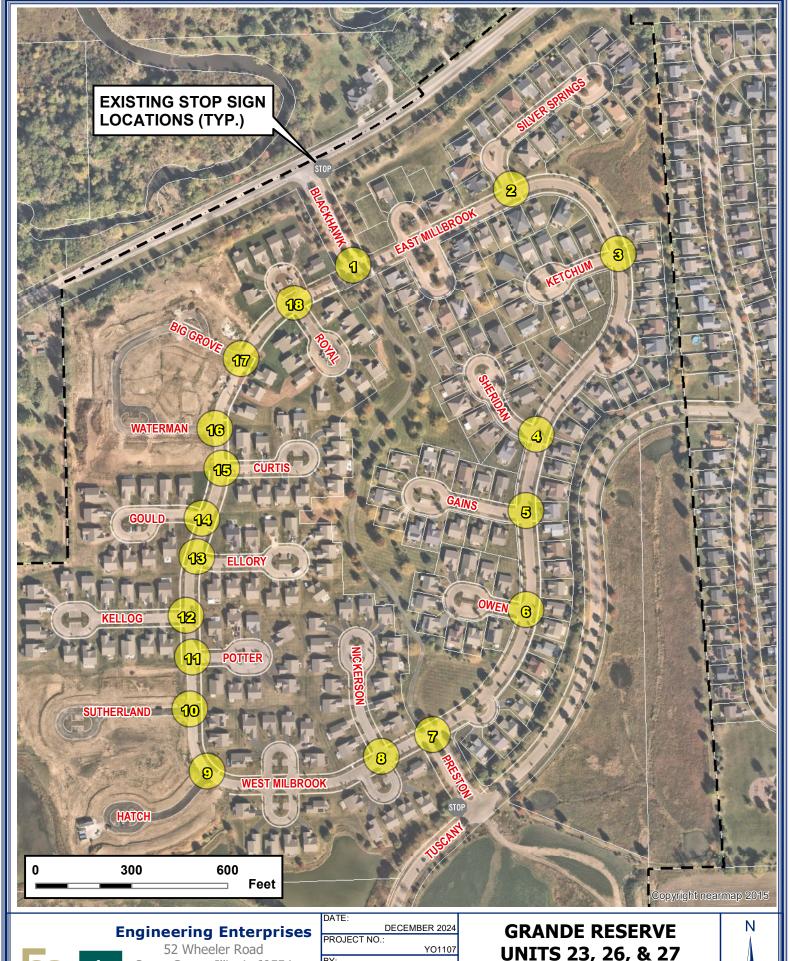
- A. All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)
- B. All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)
- C. All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)
- D. All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)
- E. All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)

#### Option:

The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.

#### Standard:

The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.





52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 www.eeiweb.com DATE:

DECEMBER 2024
PROJECT NO.:

YO1107
BY:

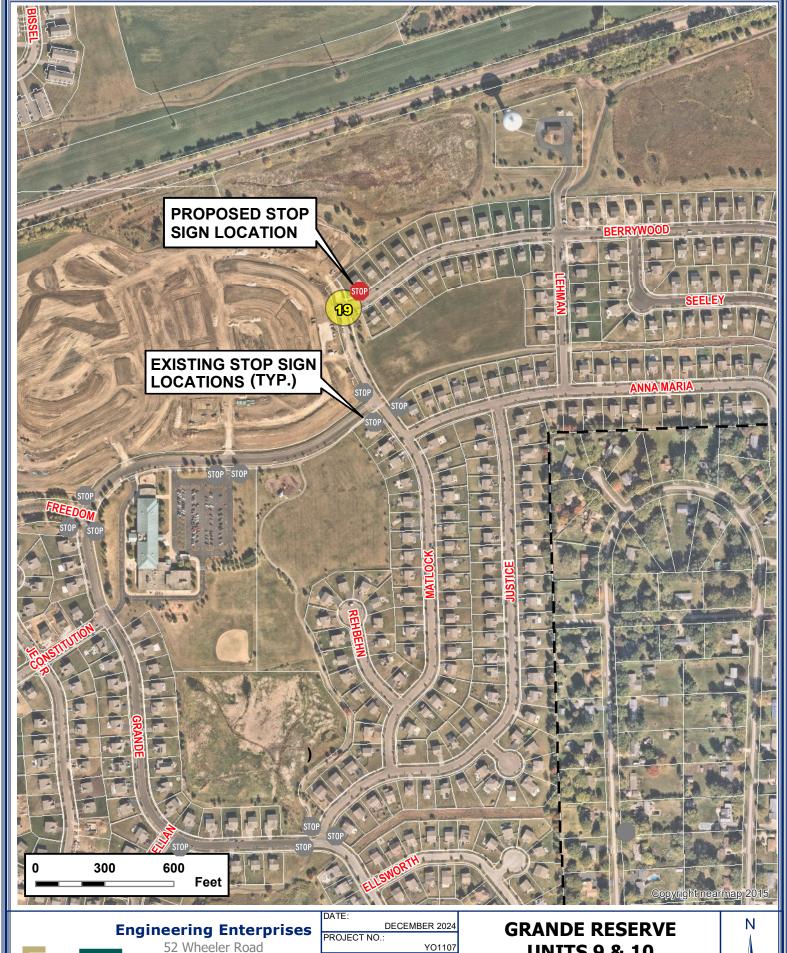
KKP
PATH:

HIGISIPUS LICIYORKVILLE120111
FILE:

YO1107-Millbrook Circle.mxd

UNITS 23, 26, & 27
INTERSECTION
ANALYSES







52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 www.eeiweb.com DECEMBER 2024
PROJECT NO.:
YO1107
BY:
KKP
PATH:
HAGISIPUBLICIYORKVILLE120111
FILE:
YO1107-Matlock Drive.mxd

GRANDE RESERVE
UNITS 9 & 10
INTERSECTION
ANALYSES

#### **UNITED CITY OF YORKVILLE TWO-WAY YIELD** PRELIMINARY ENGINEERING EVALUATION\*

Location: Millbrook Cir & Blackhawk Blvd, Silver Springs Court, Ketchum Court, Sheridan Court, Gains Court, Owen Court, Preston Drive, Nickerson Court, Hatch Court, Sutherland Court, Potter Court, Kellogg Court, Ellory Court, Gould Court, Curtis Court, Waterman Lane, Big Grove Lane, and Royal Court

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Standard: YIELD or STOP signs shall not be used for speed control.

	Criteria Met	Criteria**		
Yes	Additional Study Required	No		
		I. Yield control should be considered when engineering judgment indicates that all	of the following conditions exist:	
		A. Intersection sight distance is adequate on the approaches to be controlled by YIEI	_D signs.	
		B. All approaches to the intersection are a single lane and there are no separate turn	lanes.	
		C. One of the following crash-related criteria applies:		
		For changing from no intersection control to yield control, there have been two or months that are susceptible to correction by the installation of a YIELD sign.	more reported crashes in the previous 12	
		For changing from minor road stop control to yield control, there have been two or months.	fewer reported crashes in the previous 12	
		D. The combined motor vehicle, bicycle, and pedestrian volume entering the intersect 1,800 units per day or 140 units in the peak hour.	tion averages less than	
		E. The angle of intersection is between 90 and 75 degrees.		
		F. The functional classification of the intersecting streets is either the intersection of the street with a collector street.	wo local streets or the intersection of a local	
		II. YIELD signs may be installed at an intersection when any of the following conditi	ons apply:	
		A. At the second intersection of a divided highway crossing or median break function a YIELD sign may be installed at the entrance to the second intersection.	ing as two separate intersections. In this case,	
		B. For a channelized turn lane that is separated from the adjacent travel lanes by an intersection are controlled by a highway traffic control signal or by a STOP sign.	island, even if the adjacent lanes at the	
		C. At an intersection where a special problem exists and where engineering judgmen correction by the use of the YIELD sign.	t indicates the problem to be susceptible to	
		D. Facing the entering roadway for a merge-type movement if engineering judgment acceleration geometry and/or sight distance is not adequate for merging traffic operation.		
		E. On low-volume rural roads if engineering judgment indicates that a YIELD sign wo	uld provide adequate control.	
		F. On an approach to an intersection where the only permissible movement is a right similar to a channelized right-turn lane or an approach to a roundabout.	F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.	
Based on a preliminary review of the criteria for a yield sign the following action is recommended:				
		Criteria are clearly met recommending installation of a yield sign.		
		Criteria are not clearly met at this time - no further action recommended.		
		Criteria may or may not be met - additional engineering study required.		
Ву	Gabriel Braboy	P.E. Date: <u>12/17/2024</u>		
	Senior Project Engineer I Title			
Ву	:	Date:		
		Title		

Updated 10/11/2024

#### **UNITED CITY OF YORKVILLE TWO-WAY STOP** PRELIMINARY ENGINEERING EVALUATION\*

Location: Millbrook Cir & Blackhawk Blvd, Silver Springs Court, Ketchum Court, Sheridan Court, Gains Court, Owen Court, Preston Drive, Nickerson Court, Hatch Court, Sutherland Court, Potter Court, Kellogg Court, Ellory Court, Gould Court, Curtis Court, Waterman Lane, Big Grove Lane, and Royal Court

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Standard: YIELD or STOP signs shall not be used for speed control.

	Criteria Met		<u>Criteria**</u>	
Yes	Additional Study Required	No		
			<ol> <li>Stop control on the minor-road approach or approaches to an intersection should be considered when judgment indicates that one or more of the following conditions exist:</li> </ol>	
			A. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.	
			B. Crash records indicate that:	
			For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported  1. crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.	
			For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported  2. crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.	
			C. The intersection is of a lower functional classification road with a higher functional classification road.	
			D. Conditions that previously supported the installation of all-way stop control no longer exist.	
Based on	a preliminary re	eview of t	he criteria for a 2-way stop sign the following action is recommended:	
			Criteria are clearly met recommending installation of a stop sign.	
			Criteria are not clearly met at this time - no further action recommended.	
			Criteria may or may not be met - additional engineering study required.	
Ву:	Gabriel Braboy	/, P.E.	Date: _12/17/2024	
	Senior Project	Engineer Title		
Ву:			Date:	
		Title		

Updated 10/11/2024

#### **UNITED CITY OF YORKVILLE MULTI-WAY STOP** PRELIMINARY ENGINEERING EVALUATION\*

Location: Millbrook Cir & Blackhawk Blvd, Silver Springs Court, Ketchum Court, Sheridan Court, Gains Court, Owen Court, Preston Drive, Nickerson Court, Hatch Court, Sutherland Court, Potter Court, Kellogg Court, Ellory Court, Gould Court, Curtis Court, Waterman Lane, Big Grove Lane, and Royal Court

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and

efficiency for all road users.

Guidance: The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study.

Standard: YIELD or STOP signs shall not be used for speed control.

Standard: The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

	g		· <del>··</del> ··
	Criteria Met		Criteria**
Yes	Additional Study Required	No	
			A. Crash Experience:
			1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
			An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			<ul> <li>C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection: At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements </li> <li>are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.</li> </ul>
			D. 8-Hour Volume:
			(Any Major-Street Speed) The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street
			approaches is at least 300 units per hour for each of any 8 hours of a typical day; and The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street
			<ul> <li>approaches is at least 200 units per hour for each of any of the same 8 hours.</li> <li>(85th Percentile Major-Street Speed &gt; 40 mph)</li> </ul>
			The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
			2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
		_	E. Other Factors:
			<ol> <li>The need to control left-turn conflicts.</li> <li>An intersection of two residential neighborhood collector (through) streets of similar design and operating</li> </ol>
			characteristics where all-way stop control would improve traffic operational characteristics of the intersection.  Where pedestrian and/or bicyclist movements support the installation of all-way stop control.
Based on	a preliminary re	eview of	the criteria for a multi-way stop sign the following action is recommended:
24004 0	. ш ртош.у та		
			Criteria are clearly met recommending installation of a multi-way stop.
			Criteria are not clearly met at this time - no further action recommended.
			Criteria may or may not be met - additional engineering study required.
Ву:	Gabriel Braboy	, P.E.	Date: <u>12/17/2024</u>
	Senior Project	Enginee	rl
		Title	
Ву:			Date:
		T:+1.	

<sup>\*</sup> Based upon Professional Engineer's Review

Updated 10/11/2024

#### **UNITED CITY OF YORKVILLE TWO-WAY YIELD** PRELIMINARY ENGINEERING EVALUATION\*

Location: Matlock Dr & Berrywood Ln

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Standard: YIELD or STOP signs shall not be used for speed control.

	Criteria Met			Criteria**
Yes	Additional Study Required	No		
			I. Y	field control should be considered when engineering judgment indicates that all of the following conditions exist:
			A.	Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.
			B.	All approaches to the intersection are a single lane and there are no separate turn lanes.
			C.	One of the following crash-related criteria applies:
				1. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.
			:	For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.
			D.	The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.
			E.	The angle of intersection is between 90 and 75 degrees.
			F.	The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.
			II.	YIELD signs may be installed at an intersection when any of the following conditions apply:
			A.	At the second intersection of a divided highway crossing or median break functioning as two separate intersections. In this case, a YIELD sign may be installed at the entrance to the second intersection.
			В.	For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
			C.	At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
			D.	Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
			E.	On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
			F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.	
Based on a	a preliminary revi	ew of the	criteria	for a two-way stop sign the following action is recommended:
			Crite	ria are clearly met recommending installation of a yield sign.
			Crite	ria are not clearly met at this time - no further action recommended.
			Crite	ria may or may not be met - additional engineering study required.
Ву:	Gabriel Braboy	, P.E.		Date: <u>12/17/2024</u>
	Senior Project	Enginee	r I	
	Some Freguet	Titl		
Ву:				Date:
		Title	e	

# **UNITED CITY OF YORKVILLE TWO-WAY STOP**

# PRELIMINARY ENGINEERING EVALUATION\*

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users. Standard: YIELD or STOP signs shall not be used for speed control. Criteria Met Criteria\*\* **Additional** Study Yes Required No Stop control on the minor-road approach or approaches to an intersection should be considered when engineering 1 judgment indicates that one or more of the following conditions exist: A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway. В. Crash records indicate that: For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported 1. crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control. For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control. C. The intersection is of a lower functional classification road with a higher functional classification road. D. Conditions that previously supported the installation of all-way stop control no longer exist. Based on a preliminary review of the criteria for a yield sign the following action is recommended: Criteria are clearly met recommending installation of a stop sign. Criteria are not clearly met at this time - no further action recommended. Criteria not met at this time; but, is anticipated to be in the future. Stop sign installation recommended. By: Gabriel Braboy, P.E. Date: 12/17/2024 Senior Project Engineer I Date: Title

Location: Matlock Dr & Berrywood Ln

#### **UNITED CITY OF YORKVILLE MULTI-WAY STOP** PRELIMINARY ENGINEERING EVALUATION\*

Location: Matlock Dr & Berrywood Ln

Guidance: The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

Guidance: The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study.

Standard: YIELD or STOP signs shall not be used for speed control.

Standard: The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

Yes	Criteria Met  Additional  Study  Required	No	<u>Criteria**</u>
			A. Crash Experience:
			For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
			An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:  At locations where all way step control is an interim measure that can be installed to control traffic while arrangements.
			At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements  1. are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume: (Any Major-Street Speed)
			The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
			The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches
			is at least 200 units per hour for each of any of the same 8 hours.  (85th Percentile Major-Street Speed > 40 mph)
			The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
			The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
		_	E. Other Factors:
			<ol> <li>The need to control left-turn conflicts.</li> <li>An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics</li> </ol>
			<ol> <li>where all-way stop control would improve traffic operational characteristics of the intersection.</li> <li>Where pedestrian and/or bicyclist movements support the installation of all-way stop control.</li> </ol>
Based on	a preliminary re	eview of t	the criteria for a multi-way stop sign the following action is recommended:
Buood on	a prominary to		
			Criteria are clearly met recommending installation of a multi-way stop.
			Criteria are not clearly met at this time - no further action recommended.
			Criteria may or may not be met - additional engineering study required.
Ву:	Gabriel Braboy	, P.E.	Date: 12/17/2024
	Senior Project	Engineer	•1
		Title	
Ву:			Date:
		Title	<u></u> e

<sup>\*</sup> Based upon Professional Engineer's Review

Updated 10/11/2024

# INTERSECTION #1 MILLBROOK CIR & BLACKHAWK BLVD

Engineering Enterprises, Inc. TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT NUMBER 101107 PROJECT GRANDE RESERVE FANALYSIS DATE 10/17 BY GAB SUBJECT INTERSECTION MILLBROOK + RLACKHAWK OF PAGE 16 E MILBROOK 7:23 AM - 8:23 AM 10/17 ON CONDUCTED: STUDY 4 BUS OBSERVED 15





WEST MILLBROOK CIRCLE – EASTBOUND APPROACH





WEST MILLBROOK CIRCLE – EASTBOUND APPROACH

LOOKING EAST

# Engineering Enterprises, Inc.







EAST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING WEST



EAST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING NORTH









BLACKHAWK BOULEVARD – SOUTHBOUND APPROACH

LOOKING WEST



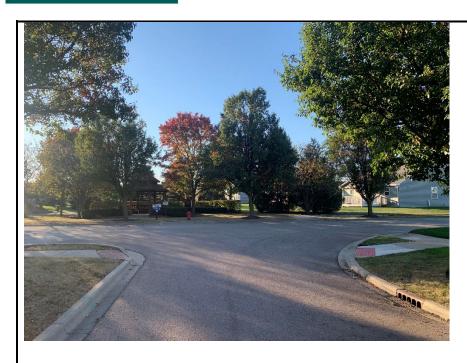
BLACKHAWK BOULEVARD – SOUTHBOUND APPROACH

LOOKING EAST



# Engineering Enterprises, Inc.

INTERSECTION



BLACKHAWK BOULEVARD – SOUTHBOUND APPROACH

LOOKING SOUTH

# INTERSECTION #2 MILLBROOK CIR & SILVER SPRINGS CT

	Engineering Enterprises, Inc.  52 Wheeler Road · Sugar Grove, Illinois 60554  PROJECT GRANDE RESERVE PROJECT NUMBER.  SUBJECT INTERSECTION ANALYSIS BY GAB  EMILBROOK + SILVER SPRINGS CT PAGE 1	TEL: (630) 466-6700  FAX: (630) 466-6701
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0	37ED TONDUCTED  T:24 AM - 8:24 AM	BUS STOP





EAST MILLBROOK CIRCLE – EASTBOUND APPROACH





EAST MILLBROOK CIRCLE – EASTBOUND APPROACH

LOOKING NORTH









EAST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING WEST



EAST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING NORTH









SILVER SPRINGS COURT – SOUTHBOUND APPROACH

LOOKING SOUTH



SILVER SPRINGS COURT – SOUTHBOUND APPROACH

LOOKING EAST

#### Engineering Enterprises, Inc.







SILVER SPRINGS COURT – SOUTHBOUND APPROACH

LOOKING WEST

# INTERSECTION #3 MILLBROOK CIR & KETCHUM CT

#### Engineering Enterprises, Jnç. 1 TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT NUMBER 401107 PROJECT GRANDE RESERVE SUBJECT INTERSECTION ANALYSIS DATE OCT 21,2024 GAB KETCHUM CT PAGE E MILLBROOK CIR 17 UNITS/HR 408 UNITS/DAY KETCHUM

7:24 AM \_ 8:24 AM

24

STUDY

CONDUCTED





EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH



EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING WEST





EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING WEST



EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH





KETCHUM COURT – EASTBOUND APPROACH

LOOKING NORTH



KETCHUM COURT – EASTBOUND APPROACH

LOOKING EAST

#### Engineering Enterprises, Inc.







KETCHUM COURT – EASTBOUND APPROACH

# INTERSECTION #4 MILLBROOK CIR & SHERIDAN CT

**Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT OKANDE RESERVE PROJECT NUMBER 901107
SUBJECT INTERSECTION ANALYSIS BY GAB DATE 10/18 DATE 10/18/24 SHERIDAN EMILLBROOK CIR. PAGE OF 24UNITS/4R 3080 / 576UNITS/2019 4 1 2000 5TUDY CONDUCTED 10/18/24 7:24 AM - 8:24 AM OPEUS 33





EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH



EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING WEST









EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH LOOKING WEST



EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH









SHERIDAN COURT – EASTBOUND APPROACH

LOOKING NORTH



SHERIDAN COURT – EASTBOUND APPROACH

#### Engineering Enterprises, Inc.







SHERIDAN COURT – EASTBOUND APPROACH

LOOKING EAST

# INTERSECTION #5 MILLBROOK CIR & GAINS CT

**Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT GRANDE RESERVE CAB DATE 10/18 SUBJECT INTERSECTION ANALYSIS BY MILBROOK + GAINS PAGE\_ OF 25 UNITS/HR 30 1 STUDY CONDUCTED 39





EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH LOOKING NORTH



EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING WEST









EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING WEST



EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH









GAINS COURT – EASTBOUND APPROACH

LOOKING NORTH



GAINS COURT – EASTBOUND APPROACH

#### Engineering Enterprises, Inc.







GAINS COURT – EASTBOUND APPROACH

LOOKING EAST

# INTERSECTION #6 MILLBROOK CIR & OWEN CT

**Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT GRANDE RESERVE 401107 \_\_\_\_\_ PROJECT NUMBER \_\_ SUBJECT INTERSECTION ANALYSIS BY GAB DATE 10/18 MILLBROOK OWEN PAGE\_ OF OWEN CT 20 UNITS HIL 480 UNITS DAY STUDY CONDUCTED 7:24AM - 8:24AM G.A.B assol 45





EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH



EAST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING WEST









EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH LOOKING WEST



EAST MILLBROOK CIRCLE – SOUTHBOUND APPROACH LOOKING SOUTH









OWEN COURT – EASTBOUND APPROACH

LOOKING NORTH



OWEN COURT – EASTBOUND APPROACH

LOOKING EAST

#### Engineering Enterprises, Inc.







OWEN COURT – EASTBOUND APPROACH

# INTERSECTION #7 MILLBROOK CIR & PRESTON DR

**Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT GRANDE RESERVE JO1107 DATE 10/17/24 PROJECT NUMBER\_ BY GAB SUBJECT INTERSECTION ANALYSIS PRESTON DIZ 3 MILLBROOK CIR PAGE 47 UNITS/NAY
1,128 UNITS/DAY E MILERON 1485 200= W MILBOOK CH CONDUCTED 10/17/2024 STUDY 3:19 PM 6.A.B 51



INTERSECTION





PRESTON DRIVE – NORTHBOUND APPROACH

LOOKING WEST



PRESTON DRIVE – NORTHBOUND APPROACH

LOOKING EAST





WEST MILLBROOK CIRCLE – EASTBOUND APPROACH LOOKING EAST



EAST MILLBROOK CIRCLE – WESTBOUND APPROACH
LOOKING WEST

#### Engineering Enterprises, Inc.







EAST MILLBROOK CIRCLE – WESTBOUND APPROACH

# INTERSECTION #8 MILLBROOK CIR & NICKERSON CT

**Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT GRANDE RESERVE" 401107 DATE 10/17/24 NICKERSON CT + WMILLBROOK PAGE 16 UNITS/HR th MILLBROOK CITE 384 UN 175 /DAY 3PED STUDY CONDUCTED 10/17/24 O BUSES OBSERVED 56





WEST MILLBROOK CIRCLE – EASTBOUND APPROACH LOOKING EAST



WEST MILLBROOK CIRCLE – EASTBOUND APPROACH LOOKING SOUTH





WEST MILLBROOK CIRCLE – EASTBOUND APPROACH LOOKING NORTH



NICKERSON COURT – SOUTHBOUND APPROACH LOOKING WEST









NICKERSON COURT – SOUTHBOUND APPROACH

LOOKING EAST



NICKERSON COURT – SOUTHBOUND APPROACH









WEST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING WEST



WEST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING NORTH

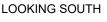
### Engineering Enterprises, Inc.

INTERSECTION





WEST MILLBROOK CIRCLE – WESTBOUND APPROACH





WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH





WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH



WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

## INTERSECTION #9 MILLBROOK CIR & HATCH CT

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH









HATCH COURT – EASTBOUND APPROACH

LOOKING EAST



HATCH COURT – EASTBOUND APPROACH





HATCH COURT – EASTBOUND APPROACH

LOOKING NORTH



WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH

### Engineering Enterprises, Inc.





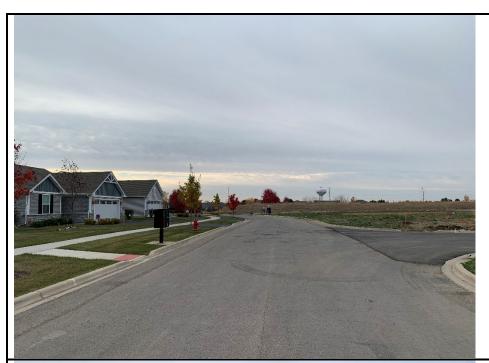


WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

## INTERSECTION #10 MILLBROOK CIR & SUTHERLAND CT

Engineering Enterprises, Inc. TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT GRANDE RESERVE PROJECT NUMBER 40/107
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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH









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LOOKING NORTH



SUTHERLAND COURT – EASTBOUND APPROACH









SUTHERLAND COURT – EASTBOUND APPROACH

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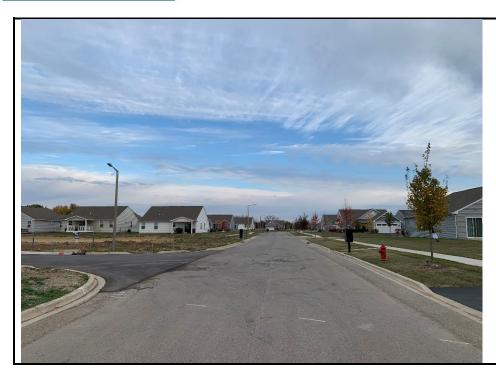


WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

### Engineering Enterprises, Inc.







WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH

# INTERSECTION #11 MILLBROOK CIR & POTTER CT

### **Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 PROJECT NUMBER \_ 401107 PROJECT GRANDE RESERVE GAB DATE 10/23/24 SUBJECT INTERSECTION ANALYSIS BY \_\_\_\_ MILLBROOK + POTTER CT PAGE 28 UNITS/AR POTTER CT 672 UNITS DAY LINDEVELOPED STUDY CONDUCTED 10/23 7.19AM - 8.10AM B GAB 2 BUSES OBSERVED

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH



WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH





WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH LOOKING EAST



WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH





POTTER COURT – WESTBOUND APPROACH

LOOKING NORTH



POTTER COURT – WESTBOUND APPROACH

### Engineering Enterprises, Inc.







POTTER COURT – WESTBOUND APPROACH

# INTERSECTION #12 MILLBROOK CIR & KELLOGG CT

### **Engineering Enterprises, Inc.** TEL: (630) 466-6700 52 Wheeler Road • Sugar Grove, Illinois 60554 FAX: (630) 466-6701 401107 PROJECT GRANDE RESERVE PROJECT NUMBER DATE 10/23/24 SUBJECT INTERSECTION ANALYSIS GAB MILLBROOK + KELLOGG PAGE MILLBROOK BUS STOP 28 34 UNITS/HR KELLOGG CT 816 UNITS/DAY STUDY CONDUCTED 10/23/24 BY GAB FROM 7:18 AM 8:18 AM To

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH





WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING WEST



WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH









KELLOGG COURT – EASTBOUND APPROACH

LOOKING NORTH



KELLOGG COURT – EASTBOUND APPROACH

# INTERSECTION #13 MILLBROOK CIR & ELLORY CT

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH









WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH LOOKING EAST



WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH





ELLORY COURT – WESTBOUND APPROACH

LOOKING NORTH



ELLORY COURT – WESTBOUND APPROACH

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING WEST









WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING WEST



WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING SOUTH





GOULD COURT – EASTBOUND APPROACH

LOOKING NORTH



GOULD COURT – EASTBOUND APPROACH

LOOKING SOUTH

# INTERSECTION #15 MILLBROOK CIR & CURTIS CT

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING EAST









WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING SOUTH



CURTIS COURT – WESTBOUND APPROACH

LOOKING NORTH

## Engineering Enterprises, Inc.







CURTIS COURT – WESTBOUND APPROACH

LOOKING SOUTH

## INTERSECTION #16 MILLBROOK CIR & WATERMAN LN

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

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WATERMAN LANE – EASTBOUND APPROACH

LOOKING NORTH



WATERMAN LANE – EASTBOUND APPROACH

LOOKING SOUTH





WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

LOOKING NORTH

## INTERSECTION #17 MILLBROOK CIR & BIG GROVE LN

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LOOKING NORTH



BIG GROVE LANE – EASTBOUND APPROACH

LOOKING SOUTH





WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – NORTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

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WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING SOUTH



WEST MILLBROOK CIRCLE – SOUTHBOUND APPROACH

LOOKING EAST









WEST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING NORTH



WEST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING WEST









WEST MILLBROOK CIRCLE – WESTBOUND APPROACH

LOOKING SOUTH



ROYAL COURT – NORTHBOUND APPROACH

LOOKING NORTH









ROYAL COURT – NORTHBOUND APPROACH

LOOKING WEST



ROYAL COURT – NORTHBOUND APPROACH

LOOKING EAST

## INTERSECTION #19 MATLOCK DR & BERRYWOOD LN

	Engineering Enterprises, Inc. 52 Wheeler Road • Sugar Grove, Illinois 60554	TEL: (630) 466-6700 FAX: (630) 466-6701
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MATLOCK DRIVE – NORTHBOUND APPROACH LOOKING NORTH



MATLOCK DRIVE – NORTHBOUND APPROACH LOOKING EAST





MATLOCK DRIVE – SOUTHBOUND APPROACH LOOKING SOUTH



MATLOCK DRIVE – SOUTHBOUND APPROACH LOOKING EAST





BERRYWOOD LANE – WESTBOUND APPROACH

LOOKING WEST



BERRYWOOD LANE – WESTBOUND APPROACH

LOOKING SOUTH

## Engineering Enterprises, Inc.







BERRYWOOD LANE – WESTBOUND APPROACH

LOOKING NORTH



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works Parks and Recreation	

Agenda Item Number
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New Business #9

Tracking Number

PW 2025-09

## Agenda Item Summary Memo

Title: Route 47 Utili	ity Relocation – Carpenter St. to	Waterpark Way
Meeting and Date:	Public Works Committee – Janu	uary 21, 2025
Synopsis: Please see	e the attached memo.	
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requir	red: Majority	
Council Action Req	uested: Approval	
	E : DI	D 11: W 1
Submitted by:	Eric Dhuse Name	Public Works Department
	Agenda Item N	otes:



## Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: January 15, 2025

Subject: Route 47 Utility Relocation – Carpenter St. to Waterpark Way

### **Summary**

Proposed Engineering agreement from EEI for the design of the Rt. 47 Utility Relocation from Carpenter St. to Waterpark Way.

## **Background**

Staff has been working with IDOT District III for some time on the widening of Rt. 47 from Carpenter St. to Waterpark Way. We are now at the stage where we know what utilities must be moved, and where they need to be moved to. EEI is proposing an engineering agreement for the relocation of approximately 4800 linear feet of water main improvements, 40 linear feet of sanitary force main, and 1725 linear feet of sanitary sewer improvements. Most of this work will be focused from Cannonball Trail to Wrigley Way and near Waterpark Way.

For a fixed fee of \$107,484 EEI is proposing to coordinate, field survey, design, permit, bid, and execute contracts. Any direct expenses will be billed at the actual value and are estimated at \$25,400. At this time, IDOT has not committed in writing to pay for this work, however, they have verbally said they think they will pay for it, but to date we have not received that in writing. However, we do have \$180,000 budgeted in the City Wide Capital section of the approved FY 25 budget to be able to front fund the contract and seek reimbursement from IDOT.

At this time, we do not have a schedule of when any of this work will take place, but we know it will be sooner rather than later and we would like to have the planning and design completed as soon as possible to be able to work with IDOT to ensure there are no conflicts.

## Recommendation

Staff recommends the approval of this Professional Service Agreement.

#### Resolution No. 2025-

# RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING AGREEMENT WITH ENGINEERING ENTERPRISES, INC.

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

WHEREAS, the City's Public Works Department plans to conduct certain improvements from Carpenter Street to Waterpark Way, being water main improvements, sanitary force main improvements, and sanitary sewer improvements (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

**WHEREAS,** Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

- **Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.
  - **Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Agreement*

attached hereto as Exhibit A		
<b>Section 3.</b> This l	Resolution shall be in full force	e and effect from and after its passage
and approval according to la	aw.	
Passed by the City Co	ouncil of the United City of Yo	rkville, Kendall County, Illinois this
day of	, A.D. 2025.	
		CITY CLERK
KEN KOCH	DAN T	TRANSIER
ARDEN JOE PLOCHER	CRAIC	G SOLING
CHRIS FUNKHOUSER	MATT	MAREK
SEAVER TARULIS	RUSTY	Y CORNEILS
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APPROVED by me, this day of		f Yorkville, Kendall County, Illinois
uns uay or	, A.D. 2025.	
		MAYOR
Attest:		
City Cloub		
City Clerk		

for Professional Service - Route 47 Utility Relocation - Carpenter St. to Waterpark Way,

## Agreement for Professional Services Route 47 Utility Relocation – Carpenter St. to Waterpark Way

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

#### A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 4,800 linear feet of water main improvements, 40 linear feet of sanitary force main improvements, and 1,725 linear feet of sanitary sewer improvements (See Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

#### B. Term:

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

#### C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$107,484. Direct expenses will be billed at the actually value spent and are estimated at \$25,400. The hourly rates for this project are shown in the attached 2024 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, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor



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

#### F. Governing Law:

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

#### **G. Independent Contractor:**

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

#### H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract.



The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) _x_ Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.



#### I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that 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 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 contractor 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 in the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: Project Location Map

Attachment F: 2024 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:



Angie Smith

**Executive Assistant** 

Jori Behland

City Clerk

For the *United City of Yorkville*: For the Contractor: City Administrator and City Clerk Engineering Enterprises, Inc. United City of Yorkville 52 Wheeler Road 651 Prairie Pointe Drive Sugar Grove Illinois 60554 Yorkville, IL 60560 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 \_\_\_\_\_\_, 2025. United City of Yorkville Engineering Enterprises, Inc.: Brad Sanderson, PE John Purcell Chief Operating Officer / President Mayor



#### 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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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

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

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

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

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

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

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

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

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

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

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

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

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



## Route 47 Utility Relocation – Carpenter St. to Waterpark Way 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)

#### 2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- Two (2) Design Progress Meetings Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, IDOT, 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

#### **DIRECT EXPENSES**

The following scope of services will be provided by EEI's sub-consultants:

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Ten (10) Soil Borings
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

The above scope for "Route 47 Utility Relocation – Carpenter St. to Waterpark Way" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES	
CLIENT	
United City of Yorkville	
PROJECT TITLE	PREPARED BY
Route 47 Utility Relocation - Carpenter St. to Waterpark Way	KDW

TASK		ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN			
NO.	TASK DESCRIPTION													HOURS	COST
NO.		RATE	\$246	\$210	\$200	\$168	\$234	\$175	\$140	\$175	\$164	\$72			
<b>PROJE</b>	CT ADMINISTRATION														
2.1	Project Management and Administration		2	32	-	-	-	-	-	-	-	-		34	\$ 7,212
2.2	Project Meetings		6	9	-	-	-	-	-	-	-	-		15	\$ 3,366
2.3	Topographic Survey		-	-	-	-	30	24	24	-	-	-		78	\$ 14,580
2.4	Utility Coordination		-	2	12	-	-	-	-	-	•	-		14	\$ 2,820
2.5	Final Plans, Specifications, and Estimates		6	48	100	44	-	-	-	30	116	-		344	\$ 63,222
2.6	Permits		-	4	30					-	•	-		34	\$ 6,840
2.7	Bidding and Contracting		2	12	12	18		-	-	-	•	14		58	\$ 9,444
	Insert Task	Subtotal:	16	107	154	62	30	24	24	30	116	14	-	577	\$ 107,484
	PROJECT	TOTAL:	16	107	154	62	30	24	24	30	116	14	-	577	107,484

DIRECT EXPENS	SES	
	Mileage =	\$ -
	Printing =	\$ 400
Lega	al Surveying =	\$ 10,000
Environmental A	Assessment =	\$ 15,000
DIRECT	EXPENSES =	\$ 25,400

LABOR SUMMARY	
EEI Labor Expenses =	\$ 107,484
TOTAL LABOR EXPENSES	\$ 107.484

TOTAL COSTS \$ 132,884



#### ATTACHMENT D: ESTIMATED SCHEDULE

Final Plans, Specifications, and Estimates

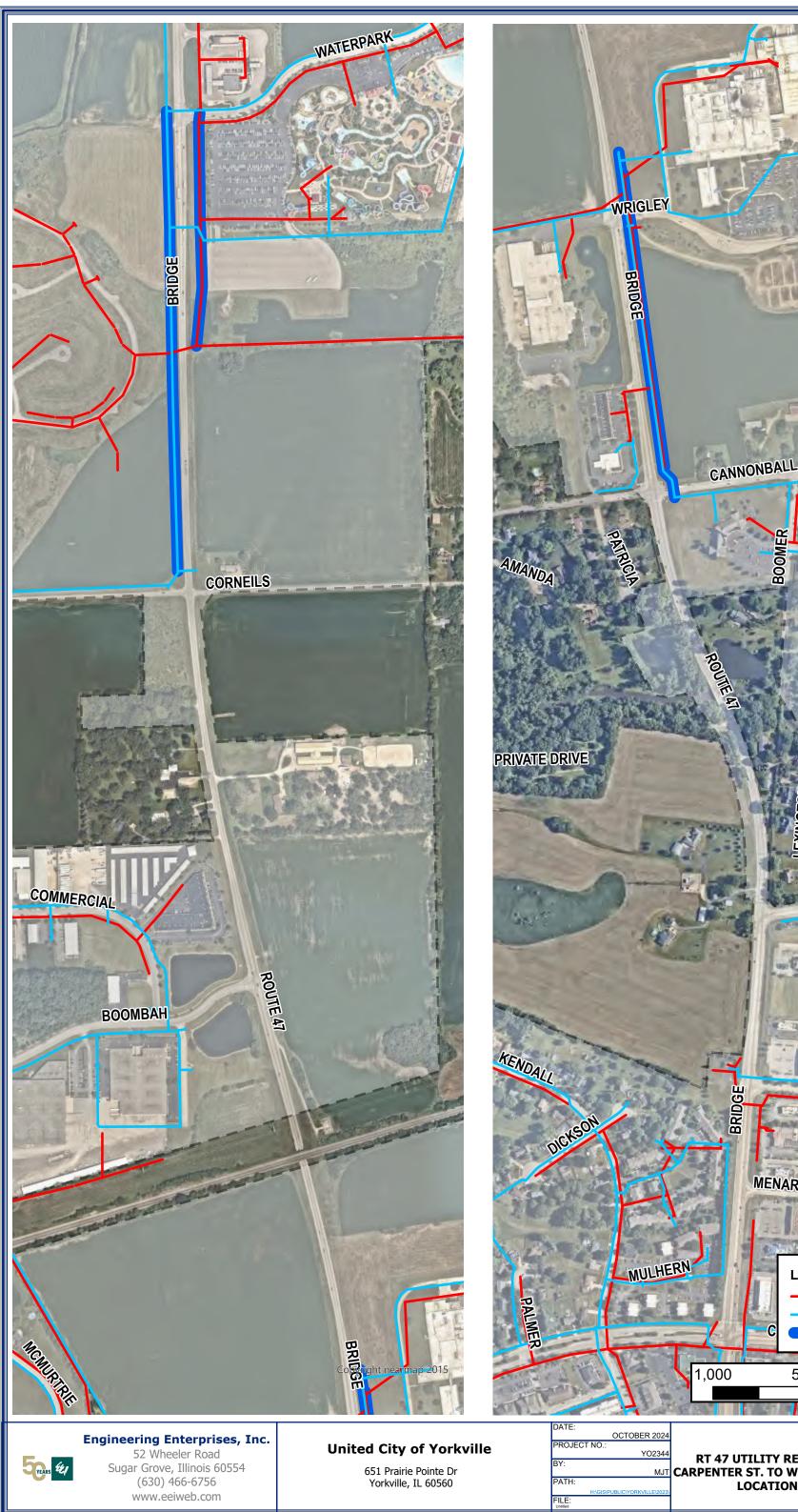
2.5

Permits

Bidding and Contracting

CLIE	NT					PROJE	CT NU	MBER					
	United City of Yorkville					YO234	4						
PRO	ECT TITLE					DATE		PREP#	ARED B	Y			
	Route 47 Utility Relocation - Carpenter St. to Waterpark Way					1/14/25	5	KDW					
TASK													
NO.	TASK DESCRIPTION	2025											
NO.		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	CT ADMINISTRATION												
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												





RT 47 UTILITY RELOCATION -CARPENTER ST. TO WATERPARK WAY LOCATION MAP

MENARD

Legend

500

Sanitary Sewer Main Water Main Lines

Utility Relocation



0 Feet

FAIRHAVEN

SWANSON

KENNEDY



## Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

#### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00

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 \$ 225.00 Expert Testimony \$ 275.00



Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works Parks and Recreation	

Agenda Item Number
New Business #10
Tracking Number
PW 2025-10

### Agenda Item Summary Memo

Title: Whispering M	leadows Storm Sewer						
Meeting and Date: Public Works Committee – January 21, 2025							
Synopsis: Please see the attached memo.							
Council Action Prev	viously Taken:						
Date of Action:	Action Taken:						
Item Number:							
Type of Vote Requir	red: Majority						
Council Action Req	uested: 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: January 15, 2025

Subject: Whispering Meadows Storm Sewer

#### **Summary**

Proposed Engineering agreement from EEI for the design of Whispering Meadows Storm Sewer Outfall.

#### **Background**

This is one of the work items that was contemplated as part of the TRG settlement and will be funded from those proceeds. This work was contemplated since the stormwater basins at the north end of Whispering meadows do not have an outfall to the Rob Roy Drainage Ditch, it was never finished when the developer went under during the great recession. Currently, there is just a hole in the middle of the field with a piece of pipe in it. Without an outfall, the basins cannot function properly. For example, water can become too high in heavy rains which can lead to a multitude of problems such as flooding and then stagnation when the water can't go anywhere. With the development of the balance of the lots imminent, it is an opportune time to finish this project. Currently, staff estimates the cost of construction for this project to be \$250,000. This contract does not contemplate construction, just a piece of information for you. EEI is proposing an engineering PSA to coordinate, design, permit, and bid the project as part of this agreement. The cost for these services is fixed fee of \$26,936. Once the engineering is completed and bids received, staff will bring forward recommendations for construction and for a construction engineering agreement. The actual construction of the project is not slated until later this year, well into FY 26.

#### Recommendation

Staff recommends the approval of this Professional Service Agreement.

#### Resolution No. 2025-

# RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING AGREEMENT WITH ENGINEERING ENTERPRISES, INC.

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City") is a non-home rule municipality duly organized and validly existing in accordance with the Constitution of the State of Illinois and the laws of this State; and

WHEREAS, the City's Public Works Department plans to conduct certain improvements to the storm sewer in the Whispering Meadows subdivision (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville, Kendall County, Illinois, as follows:

- **Section 1.** The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.
- **Section 2.** The Mayor and City Clerk are hereby authorized to execute an *Agreement* for *Professional Service Whispering Meadows Storm Sewer*, attached hereto as *Exhibit A*.

<b>Section 3.</b> This	Resolution shall be in full force an	nd effect from and after its passage		
and approval according to l	aw.			
Passed by the City C	ouncil of the United City of Yorky	ville, Kendall County, Illinois this		
day of	, A.D. 2025.			
	CI	TY CLERK		
KEN KOCH	DAN TRA	ANSIER		
ARDEN JOE PLOCHER	CRAIG SO	OLING		
CHRIS FUNKHOUSER MATT MAREK				
SEAVER TARULIS				
APPROVED by me this day of	, as Mayor of the United City of Young	orkville, Kendall County, Illinois		
	MA	AYOR		
Attest:				
City Clerk				

## Agreement for Professional Services Whispering Meadows Storm Sewer

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

#### A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include design engineering services for the Whispering Meadows Storm Sewer as indicated on Attachment C, with the schedule indicated on Attachment D, and in the location shown on Attachment F. All Engineering will be in accordance with all City, Yorkville Stormwater Management Ordinance, and Illinois Department of Natural Resources requirements.

#### B. Term:

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

#### C. Compensation and maximum amounts due to Contractor:

Contractor 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 \$21,336.00. Direct Expenses are estimated at \$5,600.00. The total contract amount is \$26,936.00. The hourly rates for this project are shown in the 2024 Standard Schedule of Charges included in Attachment E. All payments will be made accordingly 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, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



#### E. Ownership of Records and Documents:

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

#### F. Governing Law:

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

#### G. Independent Contractor:

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

#### H. Certifications:

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

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

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



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

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

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

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

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

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



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

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

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

Corporation Trust or Estate Medical and Health Care Services Provider

#### I. Indemnification:

Corp.

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

#### J. Insurance:

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

#### K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standard Terms and Conditions

**Attachment B**: Scope of Services

**Attachment C:** Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2024 Standard Schedule of Charges

**Attachment F:** Location Map

#### 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: For the Contractor:

City Administrator and City Clerk United City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560

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 thisday of, 202	5.
United City of Yorkville	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer/President
 Jori Behland City Clerk	Timothy Paulson, P.E. Senior Project Manager



#### 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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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

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

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

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

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

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

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

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

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

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

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

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

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



# Whispering Meadows Storm Sewer United City of Yorkville, IL Professional Services Agreement - Design Engineering

#### Attachment B - Scope of Services

#### **DESIGN ENGINEERING**

#### 1.0 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies

#### 1.1 Project Meetings

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

#### 1.2 Topographic Survey

- Field Survey
- Drafting to Create Base File
- Boundary Survey for Easements

#### 1.3 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

#### 1.4 Final Plans, Specifications and Estimates

- Confirm Storm Sewer Design and Sizing
- Preparation of Engineering Plans and Specifications
- Preparation of Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Preparation of Plat of Easement documents

#### 1.5 Permitting

- Prepare Stormwater Permit Documentation
- Statewide Floodplain Permit Documentation
- Coordination for wetland permitting for outfall
- Coordination with Rob Roy Drainage District

#### 1.6 Bidding and Contracting

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



#### **DIRECT EXPENSES**

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

Hey & Associates

• Wetland Delineation and Permitting

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Two (2) Soil Borings
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

#### **EXCLUSIONS**

The above scope of services for the Whispering Meadows Storm Sewer includes the following exclusions:

- Environmental Surveys
- Exploratory Digging
- Construction Engineering Services

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



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

CLIENT	PROJECT NUMBER	
UNITED CITY OF YORKVILLE	YO2462-P	
PROJECT TITLE	DATE	PREPARED BY
WHISPERING MEADOWS STORM SEWER	12/19/24	PGW2/TNP

TASK NO.	TASK DESCRIPTION	ROLE PERSON RATE	PIC BPS \$246	SPM TNP/MGS \$234	SPE 2 PGW2 \$200	PE \$168	SPT 2 JMB \$175	ST CAD \$140	ADMIN \$72	HOURS	(	COST
DESIGN	N ENGINEERING											
1.0	Project Management and Administration		1	2						3	\$	714
1.1	Project Meetings		1	1	1					3	\$	680
1.2	Topographic Survey			3			12			15	\$	2,802
1.3	Utility Coordination			1	8					9	\$	1,834
1.4	Final Plans, Specifications, and Estimates			13	24			16		53	\$	10,082
1.5	Permitting			2	8					10	\$	2,068
1.6	Bidding and Contracting			2	12				4	18	\$	3,156
	li e	nsert Task Subtotal:	2	24	53	-	12	16	4	111	\$	21,336
		PROJECT TOTAL:	2	24	53	-	12	16	4	111		21,336

#### **EEI STAFF**

PIC Principal in Charge
SPM Senior Project Manager
SPE 2 Senior Project Engineer II

PE Project Engineer

SPT 2 Senior Project Technician II

ST Senior Technician ADMIN Administrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ 100
Wetlands =	\$ 3,000
Soils =	\$ 2,500
DIRECT EXPENSES =	\$ 5,600

LABOR SUMMARY	
EEI Labor Expenses =	\$ 21,336
TOTAL LABOR EXPENSES	\$ 21.336

TOTAL COSTS \$ 26,936



#### ATTACHMENT D: ESTIMATED SCHEDULE CLIENT PROJECT NUMBER UNITED CITY OF YORKVILLE YO2462 PROJECT TITLE DATE PREPARED BY PGW2/TNP WHISPERING MEADOWS STORM SEWER 12/19/24 **TASK** TASK DESCRIPTION 2025 NO. FEB | MAR | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC DESIGN ENGINEERING Project Management and Administration Project Meetings Topographic Survey 1.2 **Utility Coordination** Final Plans, Specifications and Estimates 1.4 Permitting



Bidding and Contracting



## Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

#### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00

In-House Scanning and Reproduction \$0.25/Sq. Ft. (Black & White)

\$1.00/Sq. Ft. (Color)

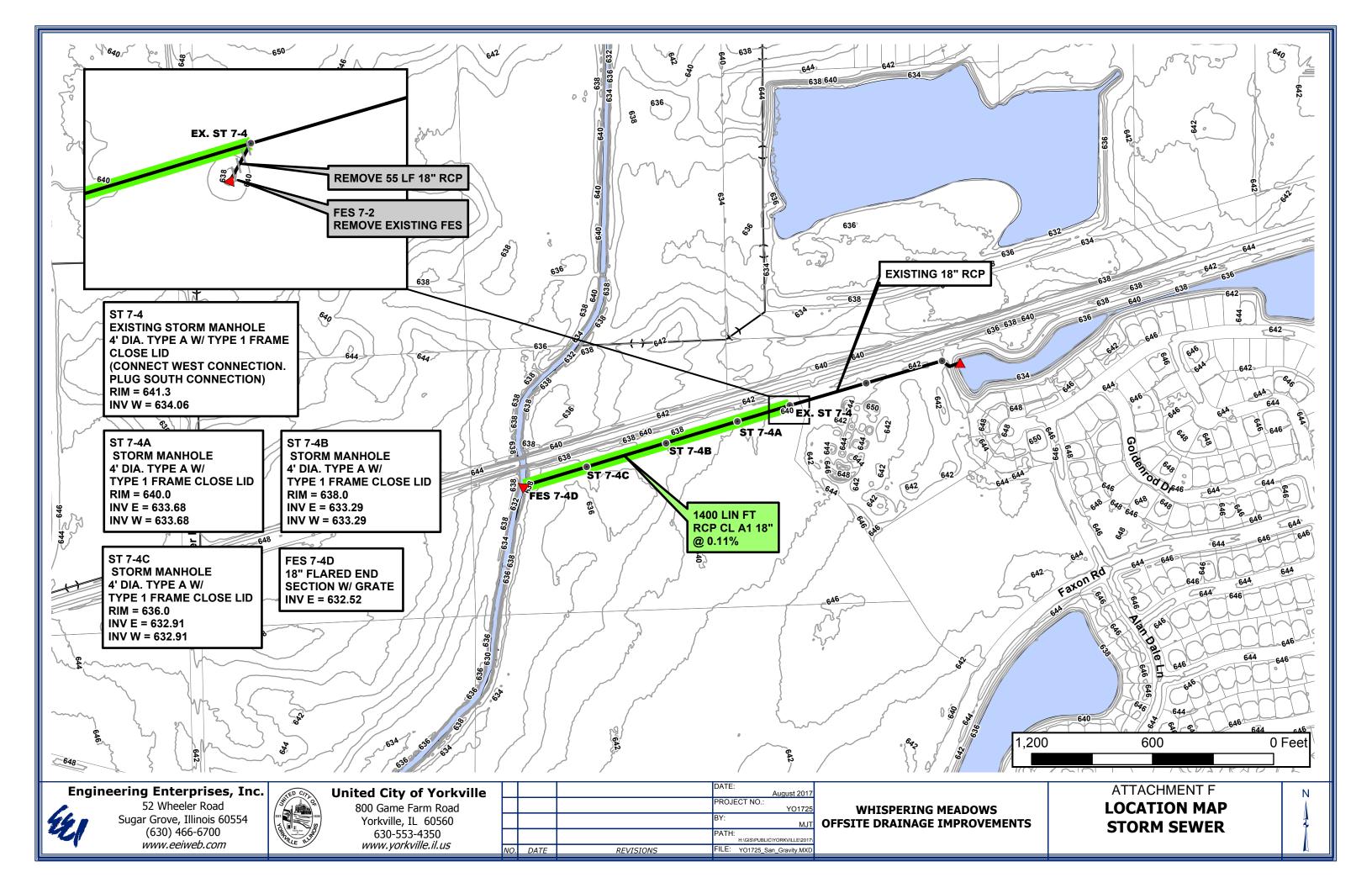
Reimbursable Expenses (Direct Costs)

Cost

Services by Others (Direct Costs)

Cost + 10%

Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone \$ 225.00 Expert Testimony \$ 275.00





Reviewed By:	
Legal Finance Engineer City Administrator Community Development Purchasing Police Public Works Parks and Recreation	

Agenda Item Number			
New Business #11			
Tracking Number			

PW 2025-11

#### **Agenda Item Summary Memo**

Title: Route 47 Exp	ansion – Waterpark Way and Je	richo Road – IGA	
<b>Meeting and Date:</b>	Public Works Committee – Jan	nuary 21, 2025	
Synopsis: Please se	e the attached memo.		
Council Action Prev	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Req	uested: Approval		
Submitted by:	Bart Olson Name	Administration  Department	
	Agenda Item	-	

### Memorandum



To: City Council

From: Bart Olson, City Administrator

CC:

Date: January 16, 2025

Subject: Intergovernmental agreement, Route 47 expansion between

Waterpark Way and Jericho Road

#### **Summary**

Review of the intergovernmental agreement between the City and the state for the expansion of Route 47 between Jericho Road and Waterpark Way.

#### **Background**

This item was last discussed by the City Council in March 2019, when the City Council approved a memorandum of understanding (MOU) covering financial and operational commitments for the Route 47 expansion between Kennedy Road and Cross Street in Sugar Grove. Since then, the City has approved a five year budget that contains funds to meet the City's financial commitment, and the state is coming close to finalizing design details on the project between Jericho Road and Waterpark Way and expects to put it out to bid in April 2025. Accordingly, the state has drafted an intergovernmental agreement for the City's commitments on the project and has forwarded it for our consideration.

At the Public Works Committee meeting, the City staff will review the highlights of the agreement and the current status of the negotiations with IDOT, because as of time of packet creation, the City staff and IDOT staff have not agreed upon all components of the agreement. Since IDOT plans to put the project out to bid in April 2025, they have asked for the City Council to approve the agreement by the end of January. In general, most of the financial and operational commitments in the 2019 MOU have not changed in the proposed intergovernmental agreement. However, the state has asked the City to perform some maintenance of the culvert under the future Route 47 and Baseline Road intersection which the City staff does not feel should be our responsibility, and the state is asking the City to contribute intersection improvements at Galena Road and Route 47 (the intersection of a County highway and a state highway). City staff have communicated to IDOT staff that we reject those requests, and IDOT has not yet concurred.

#### Recommendation

Pending resolution of the remaining outstanding issues, City staff recommends approval of the intergovernmental for the expansion of Route 47 between Jericho Road and Waterpark Way.



March 25, 2019

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

FAP 326 (IL 47/US 30)
Section (107, 108, 108S)R-1
Reconstruction of IL 47 From Kennedy Road in Yorkville to Cross Street in Sugar Grove
Kane & Kendall Counties
Job No. P-93-013-07
Contract No. 66989

Dear Mayor Golinski:

The Illinois Department of Transportation, District 3 office in Ottawa, is nearing completion of the engineering study to reconstruct IL 47 from Kennedy Road in Yorkville to Cross Street in Sugar Grove. Proposed improvements include pavement reconstruction to provide two lanes in each direction with a raised median, shoulder or curb and gutter, pedestrian and bicycle accommodations, and intersection and safety improvements as needed.

Based on previous meetings and correspondence, the local agencies with jurisdiction along the project, including the United City of Yorkville, and the district have jointly developed the proposed improvements. Items identified that require a local cost share include: traffic signal installation/modernization including traffic signal pre-emption devices, highway lighting, shared use path, and sidewalk. Extension of Bristol Bay Drive to intersect with IL 47 will be included at the city's request. A description, estimated total cost, and estimated cost share for each item are listed in the paragraphs and table below:

Existing traffic signals will be replaced at Kennedy Road, Cannonball Trail, Boombah Boulevard (formerly Wheaton Avenue), Waterpark Way, and Baseline Road. Traffic signal installation/modernization costs are estimated at \$220,000 for three-legged intersections and \$280,000 for four-legged intersections. Traffic signal costs are assumed to be 80 percent federal funds with the remaining 20 percent divided by jurisdiction of the legs of the intersection. The state has jurisdiction of two or three legs of each intersection on the project so the 20 percent is proportioned between the state and city accordingly. The estimated cost of construction and engineering (15 percent of construction cost) is shown in the table below based on the number of legs. After construction, the maintenance and energy costs of traffic signals will be shared based on the number of local legs.

Honorable Gary Golinski March 25, 2019 Page 2

Traffic signal replacement or upgrades will be required at the intersection of IL 47 with Wrigley Way (full replacement is assumed for cost estimating purposes). This location serves a private industry and is identified as a private benefit traffic signal. Subsequently, the signal work will be at 100 percent city cost. After construction, all energy costs and maintenance of the traffic signals at IL 47 and Wrigley Way will continue to be 100 percent city responsibility.

Traffic signal emergency pre-emption devices will be installed at the intersections of IL 47 with Kennedy Road (three arms), Cannonball Trail (four arms), Boombah Boulevard (three arms), Wrigley Way (four arms), Waterpark Way (three arms), and Baseline Road (four arms). The total estimated construction cost for light detectors and amplifiers is approximately \$40,000. Estimated local cost share (100 percent of construction cost by policy) is approximately \$40,000 estimated construction cost along with \$6,000 (15 percent of construction cost share) for engineering. After construction, maintenance of pre-emption devices will be 100 percent city responsibility.

Highway lighting will be provided in combination with traffic signals at Kennedy Road, Cannonball Trail, Boombah Boulevard, Wrigley Way, Waterpark Way, and Baseline Road. The total estimated construction cost for highway lighting is approximately \$50,000. Estimated local cost share (100 percent of construction cost by policy) is \$50,000 estimated construction cost along with \$7,500 (15 percent of construction cost share) for engineering. After construction, energy costs and maintenance of combination highway lighting and all appurtenances will be 100 percent city responsibility.

Extension of Bristol Bay Drive to intersect with IL 47 is proposed at the city's request. The cost estimate includes 24 foot wide asphalt pavement with improved subgrade, concrete curb and gutter and concrete sidewalk. The estimated cost of construction is \$50,000 along with \$7,500 (15 percent) for engineering. The work and associated engineering cost will be 100 percent city responsibility. Maintenance responsibility and jurisdiction of Bristol Bay Drive will remain with the United City of Yorkville.

Installation of new shared use path is proposed along the east side of IL 47 from Kennedy Road to Baseline Road. The path will consist of a 10 foot wide hot-mix asphalt surface on an aggregate base. The total estimated construction cost for new shared use path is approximately \$326,000. Estimated local cost share (20 percent of construction by policy) is \$65,000 and \$10,000 (15 percent of construction cost share) for engineering. After construction, maintenance of the shared use path will be 100 percent city responsibility.

Installation of new sidewalk is proposed to connect to existing networks at intersections. Existing sidewalk to be removed by the project will be replaced at 100 percent state cost so little or no additional cost is anticipated.

No city water or sewer relocations have been identified for inclusion in the project. Utility relocations are 100 percent city cost for city owned utilities. After construction, maintenance of city utilities will remain 100 percent city responsibility.

Honorable Gary Golinski March 25, 2019 Page 3

A portion of each local road intersecting IL 47 within the project limits will be reconstructed as part of the project at the state's cost. Jurisdiction and maintenance responsibility for these roads will remain with the local agency.

A bridge, SN 045-3044, carrying Baseline Road over Rob Roy Creek will be replaced as part of the project at the state's cost. Maintenance and jurisdiction of the replacement structure will remain with the city.

The total estimated local cost share for all items is approximately \$656,400 including engineering costs. See the table below for a summary of costs and credits.

Cost share item	Est. Const. Cost	Est. Local Share of Const. Cost	Est. Local Share of Eng. Cost	Total Est. Local Cost Share
Kennedy Road Signals	\$220,000	\$14,500	\$2,200	\$16,700
Cannonball Trail Signals	\$280,000	\$28,000	\$4,200	\$32,200
Wrigley Way Signals (100% City)	\$280,000	\$280,000	\$42,000	\$322,000
Boombah Boulevard Signals	\$220,000	\$14,500	\$2,200	\$16,700
Waterpark Way Signals	\$220,000	\$14,500	\$2,200	\$16,700
Baseline Road Signals	\$280,000	\$14,000	\$2,100	\$16,100
Emergency Pre-Emption	\$40,000	\$40,000	\$6,000	\$46,000
Comb. Highway Lighting	\$50,000	\$50,000	\$7,500	\$57,500
Shared Use Path	\$326,000	\$65,000	\$10,000	\$75,000
Extension of Bristol Bay Rd.	\$50,000	\$50,000	\$7,500	\$57,500
Total:	\$1,966,000	\$570,500	\$85,900	\$656,400

Please mark the appropriate box and sign below to indicate if you concur or not with the proposed improvements and estimated local cost share. If you do not concur with any or all of the proposed improvements, please provide any comments explaining the reasons and any changes you recommend. Return one copy of the letter and retain the second for your files.

The city will be included in review of contract plans during detailed design. Please note that additional enhancements or scope changes requested by the city could incur additional cost participation and/or charges for additional engineering effort. Final participation will be based on final plan quantities multiplied by awarded unit prices and cost share percentages based on the policy in place at the time the city/state agreement is written prior to construction. The portion of the project from Galena Road to Cross Street in Sugar Grove is tentatively funded in the Proposed Highway Improvement Program, subject to plan readiness and funding availability. The portion of the project from Kennedy Road to Galena Road in Yorkville is currently unfunded and will continue to be monitored for inclusion in future Proposed Highway Improvement Programs.

Honorable Gary Golinski March 25, 2019 Page 4

If you have any questions or need further information, please contact Mr. Dave Alexander, Location and Environmental Studies Engineer, at (815) 434-8468.

Sincerely,

Kevin Marchek, P.E. Regjon Two Engineer

By: Wayne Phillips, P.E.

Program Development Engineer

cc: Ms. Lisa Pickering, Deputy Clerk

Mr. Bart Olson, City Administrator Mr. Brad Sanderson, City Engineer

The United City of Yorkville concurs with the preliminary local cost participation as stated above and hereby agrees to participate in the funding and assume maintenance responsibilities as stated above.

The United City of Yorkville does not concur with the preliminary local cost participation as stated above. (Please provide comments below.)

Comments

JOHN PURCELL Mayor, United City of Yorkville

Date

**FAP 326** 

IL 47/US 30 from Waterpark Way to Jericho Road

State Section: 2020-198-W&T County: Kane and Kendall

Job No.: C-91-396-20 Contract No.: 62M71

Agreement No.: JN-125-013

## **AGREEMENT**

This Agreement entered into this	day of	, 20	_ A.D.,
by and between the STATE OF ILLINOIS	S, acting by and through its DE	PARTM	IENT
OF TRANSPORTATION, hereinafter cal	led the STATE, and UNITED C	ITY OF	
YORKVILLE of the State of Illinois, here	inafter called the CITY.		

## WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 11,900 lineal feet of FAP Route 326, IL 47/US 30 from Waterpark Way to Jericho Road, identified as STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-198-W&T as follows:

The general scope of work consists of pavement reconstruction with add lanes and culvert replacements along the IL 47/US 30 corridor. This includes replacing the existing reinforced concrete slab bridge with a double cell box culvert 14' x 11' box culvert that is 112'-5 3/4" in length along Baseline Road over Rob Roy Creek (SN 045-8306), traffic signal modernization, combination lighting, intersection lighting, a

proposed 10' shared use path and sidewalk improvements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY has requested that the STATE include in its contract roadway work along Bristol Bay Drive extension, combination lighting at IL 47 and Waterpark Way, watermain relocation and emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the CITY's request, and

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

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

- The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
- 2. The STATE agrees to pay for all right of way, construction, and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.

- It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
- 4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
- The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
- 6. The CITY further agrees that, upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 33% of its obligation incurred under this AGREEMENT. On or before July 31, 2026, the CITY will pay its second installment to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to \$33% of its obligation incurred under this AGREEMENT. Upon receipt of a final invoice the CITY will pay to the STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
- 7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

- The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 47/US 30 without the consent of the STATE.
- The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
- 10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
- 11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).
- 12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.
- 13. Upon final field inspection of the improvement and so long as IL 47/US 30 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and

the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

- 14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE from Waterpark Way to the United City of Yorkville limits at Baseline Road as shown on Exhibit D attached hereto, including the proposed double cell box culvert 14' x 11' box culvert that is 112'-5 3/4" in length along Baseline Road over Rob Roy Creek (SN 045-8306) including the wingwalls, the Bristol Bay Drive roadway extension, the shared use path from Waterpark Way to Baseline Road, sidewalk, grass medians, combination highway lighting at the intersections of IL 47 at Waterpark Way and IL 47 at Galena Road, including furnishing the electrical energy thereof, new and existing sidewalks, crosswalk, and stop line markings, mowing the ditches and parkways beyond the curb and gutter adjacent to the traffic lanes, CITY owned utilities including watermain and including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.
- 15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 47 as shown on Exhibit D attached

hereto. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities. The CITY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to ensure proper motorist and pedestrian guidance.

16. Upon acceptance by the STATE of the new traffic signal and lighting work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 47 at Galena Road STATE Share (District 3) CITY Share	50% 50%	50% 50%
IL 47 at Waterpark Way STATE Share (District 3) CITY Share	67% 33%	67% 33%
IL 47 at US 30/Baseline Road STATE Share (District 1) CITY Share	100% 0%	100% 0%

And shall continue as outlined in the Traffic Signal Master Agreement executed between the STATE (District 3) and the CITY on January 24, 2022, and remains in full enforcement for IL 47 at Galena Road and IL 47 at Waterpark Way. It is mutually agreed that the actual traffic signal maintenance at IL 47 at US 30/Baseline Road will be performed by the STATE (District 1) either with its own forces or through an ongoing contractual agreement.

- 17. It is mutually agreed that the maintenance of the traffic signals, the

  EMERGENCY VEHICLE PRE-EMPTION system and highway lighting on
  combination poles shall be in accordance with the Traffic Signal Master

  Agreement executed between the STATE and the CITY on January 24, 2022, for
  the intersections of IL 47 at Galena Road and IL 47 at Waterpark Way.
- 18. For the traffic signal at IL 47 at US 30/Baseline Road, the STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the CITY Owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors, and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the CITY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the CITY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the CITY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
- 19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the CITY

agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties	s of perjury, the Cl	ITY certifies that its correct Federal Tax	(
Identification no	umber is	and it is doing business as	s a
GOVERNMEN	TAL ENTITY, who	ose mailing address is:	
	Unit	ted City of Yorkville	
	651	Prairie Pointe Drive	
	Yo	orkville, IL 60560	

## REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

		UNITED CITY OF YORKVILLE
		By:(Signature)
Attest:		By:(Print or Type)
	Clerk	Title:
	(SEAL)	Date:
		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
		By: Trisha Thompson, P.E. Region Two Engineer
		Date:

Job No.: C-91-396-20 Agreement No.: JN-125-013

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, IL 47/ US 30, State Section No: 2020-198-W&T, Contract No. 62M71, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approve	ed			
Title				
Date				

## Exhibit B FUNDING RESOLUTION

WHEREAS, the UNITED CITY OF YORKVILLE (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 47/ US 30 from Waterpark Way to Jericho Road, known as Contract No. 62M71, STATE Section No.: 2020-198-W&T; and

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that there is hereby appropriated the sum of One Hundred Eighty-Seven Thousand and Ninety-Five Dollars (\$187,095) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

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

STATE OF ILLINOIS)						
COUNTIES OF KANE AND KE	ENDALL)					
l,,	CITY Clerk in	and for	the UN	ITED CITY o	of YORKV	/ILLE, hereby
certify the foregoing to be a tru	ue perfect and o	complet	е сору	of the resolu	tion adop	ted by the
CITY Board at a meeting on _		_, 20	_ A.D.			
IN TESTIMONY WHEREOF, I	have hereunto	set my	hand s	seal this		day of
20 A.D.						
			-			
			(	CITY Clerk		

(SEAL)

EXHIBIT A ESTIMATE OF COST Contract 62M71											
Type of Work	FEDERAL		STATE		KENDALL COUNTY		KANE COUNTY		CITY OF YORKVILLE		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$28,779,360	80%	\$7,194,840	20%							\$35,974,200
P&C Engineering (15%)	\$4,316,904	80%	\$1,079,226	20%							\$5,396,130
ROADWAY WORK											
Bristol Bay Extension									\$109,500	100%	\$109,500
P&C Engineering (15%)									\$16,425	100%	\$16,425
TRAFFIC SIGNALS											
IL 47 at Galena Road	\$336,960	80%	\$42,120	10%	\$42,120	10%					\$421,200
P&C Engineering (15%)	\$50,544	80%	\$6,318	10%	\$6,318	10%					\$63,180
Emergency Vehicle Pre-emption System Equipment									\$6,400	100%	\$6,400
P&C Engineering (15%)									\$960	100%	\$960
IL 47 at Jericho Road	\$341.360	80%	\$42.670	10%			\$42.670	10%	7555		\$426,700
P&C Engineering (15%)	\$51.204	80%	\$6.401	10%			\$6,401	10%			\$64.005
IL 47 at Waterpark Way	\$269,760	80%	\$44,949	13.3%			ψο, το τ	1070	\$22,491	6.7%	\$337,200
P&C Engineering (15%)	\$40,464	80%	\$6,742	13.3%					\$3,374	6.7%	\$50,580
Emergency Vehicle Pre-emption System			. ,						\$6,400	100%	\$6,400
Equipment											
P&C Engineering (15%)									\$960	100%	\$960
IL 47 at US30/Baseline Road	\$386,640	80%	\$96,660	20%							\$483,300
P&C Engineering (15%)	\$57,996	80%	\$14,499	20%							\$72,495
Emergency Vehicle Pre-emption System Equipment									\$8,600	100%	\$8,600
P&C Engineering (15%)									\$1,290	100%	\$1,290
STREET LIGHTING											
IL 47 at Galena Road - Combination											
Lighting					\$11,800	100%					\$11,800
P&C Engineering (15%)					\$1,770	100%					\$1,770
IL 47 at Waterpark Way - Combination Lighting									\$7,300	100%	\$7,300
P&C Engineering (15%)									\$1,095	100%	\$1,095
IL 47 at US 30/Baseline Road - Full	\$353.920	80%	\$88,480	20%					71,000		\$442,400
Intersection Lighting											
P&C Engineering (15%)	\$53,088	80%	\$13,272	20%					1		\$66,360
UTILITY ADJUSTMENTS											
Fire Hydrants to be Adjusted									\$2,000	100%	\$2,000
P&C Engineering (15%)									\$300	100%	\$300
Watermain			\$1,084,000	100%							\$1,084,000
P&C Engineering (15%)			\$162,600	100%					1		\$162,600
TOTAL	\$35.038.2	200	\$9.882	.777	\$62,0	008	\$49,0	71	\$187	.095	\$ 45,219,150

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

