



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, February 18, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: January 21, 2025

New Business:

1. PW 2025-12 Snow Operations Report
2. PW 2025-13 Resolution Approving a Bid to Replace the Roofs at Three City Buildings
(*Well No. 7, Well No. 8, Beecher Center Roofs*)
3. PW 2025-14 Ordinance Accepting the Dedication of a Right-of-Way for Public Road Purposes
(*Crimson Lane*)
4. PW 2025-15 Worsley Street Right-of-Way Vacation
5. PW 2025-16 Resolution Approving a Bid to Replace Water Mains
6. PW 2025-17 Resolution Approving Supplement No. 1 to the Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company
7. PW 2025-18 Northland Lane Parking Restrictions – Discussion
8. PW 2025-19 Cannonball Trail Path – Discussion

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, February 18, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. January 21, 2025

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

NEW BUSINESS:

1. PW 2025-12 Snow Operations Report

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

2. PW 2025-13 Resolution Approving a Bid to Replace the Roofs at Three City Buildings
(*Well No. 7, Well No. 8, Beecher Center Roofs*)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-14 Ordinance Accepting the Dedication of a Right-of-Way for Public Road Purposes
(*Crimson Lane*)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-15 Worsley Street Right-of-Way Vacation

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2025-16 Resolution Approving a Bid to Replace Water Mains

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2025-17 Resolution Approving Supplement No. 1 to the Agreement for Land Acquisition
Consulting Services with Mathewson Right of Way Company

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2025-18 Northland Lane Parking Restrictions – Discussion

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2025-19 Cannonball Trail Path – Discussion

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – January 21, 2025

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, January 21, 2025, 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, via Zoom
Alderman Matt Marek

Other City Officials

City Administrator Bart Olson
Engineer Brad Sanderson, EEI

Erin Willrett, Assistant City Administrator, via Zoom
Public Works Director Eric Dhuse

Other Guests:

Mr. Joey Weslo, *Kendall County Record*, via Zoom

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

Citizen Comments: None

Previous Meeting Minutes: December 17, 2024

The minutes were approved as presented.

New Business:

1. PW 2025-01 Snow Operations Report

Director Dhuse said he is happy with their current preparedness, but there are 3 older trucks that need \$25,000 worth of work. Parts from an old truck are being used. Three new trucks will be received this year and one in the next budget year. Alderman Corneils asked about the disposition of the older trucks. They will be sold on consignment, at auction, or sealed bids, whichever yields the best price.

2. PW 2025-02 Water Reports for August 2024 – December 2024

Alderman Marek asked if any resident complaints were received about their water bills. Mr. Olson said a few are received each month and the city investigates. Mr. Dhuse said tablets are also given to trace possible leaky toilets. Aldermen Koch and Soling both noted complaints about yellowish water which will be checked further. These reports move to the City Council consent agenda for approval and are then forwarded to the EPA.

3. PW 2025-03 Capital Improvement Project Updates

Mr. Sanderson referred to the agenda packet memo for details. In summary, he said the drilling of well #10 by the high school should be finished next month. Also, there are a few projects approved by the Council, three of which are related to Cyrus One, and will hopefully start construction soon. He said many bid lettings/openings are coming, so many contracts will be coming to this committee. The Lake Michigan water projects, water main replacements, Faxon Rd. and others are also coming. In addition, the pavement management update is being worked on and should come before the committee in February or March.

Alderman Marek asked about the status of the railroad quiet zone analysis. The BNSF and downtown railroad crossings are being studied with traffic counts being done. The crossings at White Oak, Rivers Edge and Hoover are also being studied. Mr. Sanderson said this project will take many months to complete evaluations.

4. PW 2025-04 Quarterly Bond and Letter of Credit Reduction Summary

This report is for the last quarter of 2024 and had minimal activity. There were a couple in the Grande Reserve area, said Mr. Sanderson.

5. PW 2025-05 Resolution Approving a Change Order Relating to the 2024 Local Road Program

This is a balancing Change Order at the end of the project and this was the larger of the 2 road projects in 2024. The work for Faxon Rd. related to Whispering Meadows was added onto this. The order reflects a decrease of over \$30,000 and approval was recommended. Mr. Marek inquired where this money moves to and Mr. Olson replied that it goes into the Fund Balance. This item moves to the consent agenda.

6. PW 2025-06 Grande Reserve – Unit 20 Bond Release

Unit 20 was accepted a year ago and it has now completed the 1-year guarantee period with all punchlist work complete, said Mr. Sanderson. He recommended full release of the \$141,000 bond and this will move to the consent agenda with committee approval.

7. PW 2025-07 Water Meter Purchase

Mr. Dhuse said he looked at the price of 1,243 meter replacements and substantial money could be saved if the meters were installed by city employees. Purchasing 500 meters at this time, saves \$170 in labor per meter, plus \$30 savings per meter and \$30 savings per reader. He would like to make this purchase and would schedule time throughout the year for the replacement. He said the vendor is the only one able to provide the meters, so approval would require a super majority vote. He also noted that there is no money (\$130,000) in the budget at this time. These meters would be all residential and he said Autumn Creek, Fox Hill and the old downtown would be the first areas slated for replacement. This moves to the regular agenda.

8. PW 2025-08 Grande Reserve Traffic Control Signage Analysis

Mr. Sanderson said he was asked to analyze units 23, 26, 27 in the NW corner of Grande Reserve and also units 9 and 10. All the intersections were looked at in 23, 26, 27 and no changes in signage are recommended. However, a stop sign is recommended at Matlock and Berrywood, near where townhomes are being constructed. Alderman Corneils noted that his constituents had requested a sign near 23/26/27 and questioned that the analysis resulted in no changes, however, another study resulted in a sign recommendation. Mr. Sanderson said the recommendations come from the criteria and he could provide information in response to citizen inquiries about the findings. Mr. Olson also noted that requests beyond the recommendations can be considered. This moves to the City Council consent agenda.

**9. PW 2025-09 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Route 47 Utility Relocation – Carpenter St. to Waterpark Way)**

Mr. Dhuse said this is the southern portion of a 3-contract project. There is no information from IDOT at this time as to their schedule and payment. Engineering work is needed regardless and IDOT has verbally said they would pay, but there is no guarantee. Mr. Dhuse said he would like to get ahead of this. At Cannonball & Rt. 47, there is a sanitary forced main sewer, 16-inch water main, storm sewer and light arm mast to be relocated. He said there is a fixed fee of \$107,000 and a direct cost of \$25,400. \$180,000 is budgeted for engineering. Alderman Corneils said this had been discussed last year and he was under the assumption that bids would be going out for this—he wondered if that had been occurring. Mr. Sanderson replied that there had been no communication from the state, so the date of bid-letting is unknown. Staff has also asked for a finalization of who is responsible for payments, but no response. Staff will advise Council members as soon as notifications are received from IDOT. This will move to the regular agenda for City Council.

**10. PW 2025-10 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Whispering Meadows Storm Sewer – Design Engineering Agreement)**

Mr. Dhuse said this is for the outfall for the Rob Roy drainage ditch that was never completed when the subdivision was first built and is part of the settlement. The city is now designing it and that fee is \$27,000 and the cost of construction is \$250,000. He said there is enough money for the engineering agreement, however, the rest of the money can be budgeted in the next year. The work should be done in the fall after crops are harvested.

11. PW 2025-11 Route 47 Expansion – Waterpark Way and Jericho Road – Intergovernmental Agreement

Mr. Olson said this is the formal agreement with IDOT for the northernmost Rt. 47 expansion project. They are asking the city to re-affirm their commitments about medians, traffic signals, lighting, etc. earlier. In a memo, Mr. Olson addressed some unresolved issues, specifically who will pay for the culvert on Baseline Rd. and the Galena Rd. traffic signal. Mr. Dhuse discussed the path locations on the east side from Kennedy to the county line. He said the plans seem complete and he said there is a MOU in place. He said this section will take about 2 years. Approval is needed by the February 11th City Council meeting.

Mr. Sanderson said there were some utility conflicts, however, the city had earlier obtained easements for relocation outside the right-of-way. IDOT will pay \$1 million for relocations—this is included in the agreement. Mr. Olson noted that the extension of Bristol Bay Rd. is included in this agreement as well as the Sugar Grove portion. It was noted that some medians are concrete while others are grass which the city will maintain. Committee members said they do not favor having trees in the median, partly due to cost and also for visibility. It is unknown when this project will start.

Alderman Koch asked about the Baseline Rd. bridge which is 30 feet from Rt. 47. The existing bridge will be re-designed and integrated into the pavement and intersection. Mr. Dhuse said it will be much wider, it will be in the IDOT right-of-way and will be similar to a large concrete culvert. Mr. Olson said approval for the IGA will eventually be needed.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:44pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-12

Agenda Item Summary Memo

Title: Snow Operations Report

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Monthly report winter operations.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: February 12, 2025
Subject: Snow Report

Summary

Monthly snow report outlining salt and brine usage.

Background

Fortunately for us, winter has been relatively quiet so far. The amount of snow has been far below normal, but we have had a few freezing rain/ice events that accounted for most of our salt usage.

In addition to the salt and brine usage, I would like to update the committee on the status the trucks we have on order and any trucks we have in for repair.

We continue to receive our trucks that we ordered in the spring and are putting them right to use. Out of the 7 trucks that we on order at the beginning of the budget year, we have received 5 so far, with one more on the way yet this winter. The other truck will not be delivered until after May 1 of this year. These new trucks have arrived at a critical time, as three of our current fleet have been in the shop for major repairs. We recently received one back, we are still waiting on another, and one will not be returning to service.

The one that is not coming back was one of our oldest trucks that had not been rehabbed. However, this truck donated its engine to the truck we just got back. This saved us a tremendous amount of time and money and allowed us to keep a good truck on the road for the season and get a good price for it when we sell it. Besides the engine, the donor truck was at the end of its useful life. The transmission was bad, the box is completely rusted, and the electronics for the plow controls are so antiquated that they do not make parts for them any longer.

I have attached the data from our plowing and salting events on the following page for your review.

Recommendation

This is an informational item

Snow Operations Salt and Brine Data										
Snow Event Date							Set to			
Date of Recording	2/4/2025						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	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	out	0.0	0.0	0					0.00	
R2-#38	221.7	0.0	72.0	38243	531.2	56.8	225	14.9	0.00	
R3-#27	72.3	9.9	12.4	633	51.0	8.1	0	0.0	0.32	
R4-#34	n/a	0.0	0.0	0		0.0	0		0.00	
R5-#30	129.9	6.4	64.7	41567	642.5	30.3	142	14.6	20.78	
R6-#23	136.9	13.6	97.7	60084	615.0	39.9	169	13.2	30.04	
R7-#32	97.6	0.0	63.1	33510	531.1	63.0	266	15.9	16.76	
R8-#18	107.3	10.0	66.5	41074	617.7	49.5	144	9.4	20.54	
R9-#39	n/a	0.0	0.0	0		0.0	0		0.00	
Rt-#28	211.6	15.5	18.9	8850	468.3	3.0	0	0.0	4.43	
R11-#11	156	11.9	67.0	36776	548.9	67.0	269	14.6	18.39	
R12-#37	N/A	0.0	0.0	0		0.0	0		0.00	
Total	1133.3		462.3	260737	500.7	317.6	1215	14.6	130.37	

Snow Operations Salt and Brine Data										
Snow Event Date							Set to			
Date of Recording	2/10/2025						Salt	500		
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	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	out	0.0	0.0	0					0.00	
R2-#38	230.2	0.0	92.9	46448	500.0	72.5	267	14.7	0.00	
R3-#27	97.3	13.6	80.4	45050	560.3	44.4	90	7.2	22.53	
R4-#34	n/a	0.0	0.0	0		0.0	0		0.00	
R5-#30	110.9	4.9	76.9	39703	516.3	42.6	88	8.0	19.85	
R6-#23	116.1	9.2	75.1	43150	574.6	52.6	181	13.3	21.58	
R7-#32	115.1	0.0	90.1	45118	500.8	73.7	285	15.5	22.56	
R8-#18	120.1	12.6	89.1	59813	671.3	36.1	34	2.8	29.91	
R9-#39	n/a	0.0	0.0	0		0.0	0		0.00	
Rt-#28	90.1	6.2	63.3	30475	481.4	14.6	46	13.1	15.24	
R11-#11	125.1	7.7	72.1	38748	537.4	71.0	292	15.3	19.37	
R12-#37	280.3	0.0	86.9	43909	505.3	84.1	327	15.4	21.95	
Total	1285.2		726.8	392413	538.6	491.6	1610	12.9	196.21	



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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-13

Agenda Item Summary Memo

Title: Replacement of Well 7, Well 8 treatment plant roofs, and Beecher Center Roof

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Bid results to replace 3 building roofs this spring.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Jesus Navarro, Facilities Manager
CC: Bart Olson, City Administrator,
Eric Dhuse, Public Works Director
Date: February 10, 2025
Subject: Roof Replacement Proposal Results

Summary

Discussion of the proposals received for the replacement of Well 7 Treatment Plant, Well 8 Treatment Plant and the Beecher Center Roof replacement.

Background

On January 16, 2025, Staff released an RFP for Roof Replacements. Two proposals were received on February 05, 2025, from C.P.R Roofing Inc. and Filotto Roofing, Inc. Bid tab is attached for your review.

Included in the RFP are three (3) City buildings, requiring new roofs. The roofs on the wells are original to the buildings. The roof at well 8 was installed approximately in 2003, and the roof at well 8 was installed in 2005 due to the location and extreme weather conditions the roofs are showing wear and tear and have reached their useful life. The roof at the Beecher Center has had numerous repairs to stop leaks and replacing missing shingles and has also reached its useful life. The amount budgeted in FY25 for the wells was \$40,000 in the Water Operation Department Fund under Building Improvements and \$57,000 for the Beecher Center in the Building & Grounds Expenditures Fund under Building Improvements.

The low-bid proposal for the replacement of all three (3) building roofs is from Filotto Roofing Inc. in the amount of \$99,800.00 which exceeds the budgeted amount by \$2,800. The overage amount will be cover by the same Water Operations Department Fund due to being under \$5,000 from the budgeted heater replacement on the same line item. Also, Filotto Roofing offers the longer installations warranty period. Filotto Roofing has performed work for Joliet Park District, St. Charles Park District and Winfield within the last year.

References from the Joliet Park District and St. Charles Park District have been contacted and both were satisfied with the work performed by Filotto Roofing Inc.

Recommendation

Staff is recommending acceptance of the lowest responsive proposal from Filotto Roofing, Inc. In the amount not to exceed \$99,800.00 for the FY 25 Building Improvements.

Attachments

- Bid Tab
- Proposals
- Certificate of Liability Insurance

**United City of Yorkville
Roof Replacements
Bid Tabulation Sheet
February 5, 2025, 10:00am**

[illegible]

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING A BID TO
REPLACE THE ROOFS AT THREE CITY BUILDINGS**
(Well No. 7, Well No. 8, Beecher Center Roofs)

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 roofs at the City’s Beecher Center, at the City’s Well 7 Treatment Plant, and at the City’s Well 8 Treatment Plant have all reached the end of their useful lives; and

WHEREAS, the City’s Public Works and Facilities departments desire to replace the roofs at the City’s Beecher Center, at the City’s Well 7 Treatment Plant, and at the City’s Well 8 Treatment Plant (the “Project”) before further roof deterioration causes damage to the interior of the buildings; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to replace the roofs on these three buildings and a public bid opening was held at 10:00 a.m. on February 5, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Filotto Roofing, Inc., 2111 Oakland Avenue, Crest Hill, Illinois 60403 (“Filotto Roofing”), with a total bid amount of \$99,800.00 (the “Project Cost”); and

WHEREAS, sufficient funds are available and have been budgeted in the City’s Fiscal Year 2025 budget to complete the Project; and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Filotto Roofing be accepted.

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 a bid by Filotto Roofing, Inc., 2111 Oakland Avenue, Crest Hill, Illinois 60403 to complete the Project at a cost of \$99,800.00 is the lowest responsible bid, and therefore accept the bid.

Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

CITY CLERK

UNITED CITY OF YORKVILLE

ROOF REPLACEMENTS



Requesting: Proposals for the Replacement of Well 7 Treatment Plant, Well 8 Treatment plant and Beecher Center Roofs

Issue Date: Thursday, January 16, 2025

Pre-Bid Meeting January 23, 2025, 10:00 AM at 3299 Lehman Crossing Yorkville, IL

Last Date for Questions: January 27, 2025, by 3:00 PM

Proposals Due: February 05, 2025, at 10:00 AM

Submission Link: www.demanstar.com

Note: Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Filotto Roofing, Inc

2111 Oakland Ave
Crest Hill, IL 60403-2496

OWNER:

(Name, legal status and address)

United City of Yorkville
651 Prairie Pointe Dr
Yorkville, IL 60560-6501

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Replacement of Roofs at Well 7 Treatment Plant, Well 8 Treatment Plant and Beecher Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 5 day of February , 2025

Maria T. Gutierrez, NOTARY
(Witness)

Donna Dorman
(Witness) Donna Dorman

Filotto Roofing, Inc
(Contractor as Principal) (Seal)

PRESIDENT, J. F. Filotto
(Title)

West Bend Insurance Company
(Surety) (Seal)

Rachel Hernandez
(Title) Rachel Hernandez , Attorney-in-Fact



Init.

SS

STATE OF ILLINOIS

COUNTY OF DuPage

I, Kimberly R. Holmes Notary Public of DuPage County, in the State of Illinois do hereby certify that Rachel Hernandez Attorney-in-Fact, of the West Bend Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the West Bend Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 5th day of February A.D., 2025.

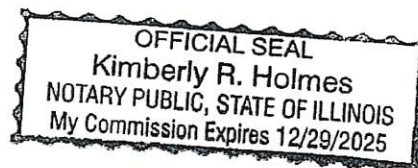


(Notary Public)

Kimberly R. Holmes

My Commission expires: 12/29/2025

Notary Seal:





Bond No. 2638226

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Rachel Hernandez

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of February, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

COST SHEET

Note: The Contractor submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Total Cost: Base Bid

Location	Material Cost	Labor Cost	Total Cost
Well 7	11,050.00	10,350.00	21,400.00
Well 8	12,150.00	10,350.00	22,500.00
Beecher Center	30,000.00	25,400.00	55,400.00
		Grand Total	99,800.00

Proposed Roofing Material (Manufacturer, Brand, and Color) Ex: Certain Teed, NorthGate Climateflex
Max Def Weathered Wood Color.

CertainTeed NorthGate ClimateFlex Max Def Weatherwood

Cost of replacement, per sheet of 5/8" wood underlayment, including installation:

\$ 144.00

Cost of replacement, per square foot of vented foam roof insulation, including installation.

Insulation to meet existing R-Rating: \$ 272.00

Miscellaneous cost, fees and hourly rate? Explain:

Hourly Rate for Roofer: \$142.00/hr plus 10% markup
on material and rented equipment

Roofing Contractor Installation Warranty Period in Years	<u>5 years</u>
--	----------------

K. Mutt
Signature of Authorized Representative

2-5-2025
Date

SUBCONTRACTOR ACKNOWLEDGEMENT

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	_____	<u>X</u>
If yes, have you included all required information with your proposal submittal?	_____	_____

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name	

Address	City, State, Zip Code

Telephone Number	Value of Work Subcontracted

Nature of Work Subcontracted	

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Joliet Park District, "Kathy Green Multi Purpose Center"
Business Name
3000 W. Jefferson St. Joliet, IL 60435
Address City, State, Zip Code
John EKstrom 815-922-0587
Contact Person Telephone Number
5-17-2024
Dates of Service

Reference No. 2

Winfield Salt Dome
Business Name
05040 Wynwood Rd. Winfield, IL 60190
Address City, State, Zip Code
Tye Loomis 630-933-7141
Contact Person Telephone Number
9-27-24
Dates of Service

Reference No. 3

St. Charles Park Dist. "JAMES O'BREEN PARK"
Business Name
Campton Hills Rd & Peck Rd. St. Charles, IL 60175
Address City, State, Zip Code
Randy BRAUN 630-327-3413
Contact Person Telephone Number
8-2-24
Dates of Service

If additional sheets are needed, please make copies.

CONTRACTOR BID AGREEMENT

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Contractor submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating); and that

The Contractor submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Contractor submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Contractor submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Contractor submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Filotto Roofing, Inc.

Company Name

2111 OAKLAND AVE., CREST HILL, IL 60403

Address

City, State, Zip Code

815-740-5461

Phone Number

Kevin@filottoroofing.com

Email Address

KEVIN Filotto

Printed Name of Authorized Representative

VICE PRESIDENT

Title

[Signature]

Signature of Authorized Representative

2-5-2025

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563		CONTACT NAME: Megan Walsh PHONE (A/C, No, Ext): (630) 245-4600 FAX (A/C, No): (630) 245-4601 E-MAIL ADDRESS: Megan.Walsh@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Transportation Insurance Company	
		INSURER C: The Continental Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7034102749	07/15/2024	07/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7034102735	07/15/2024	07/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034102718	07/15/2024	07/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	7034102721	07/15/2024	07/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Installation Floater			7034102749	07/15/2024	07/15/2025	Limit: \$375,000 Limit: \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INTEGRATED CONTROL TECHNOLOGIES, LLC.
Solutions for Controlled Environment

www.integratedcontroltechnologies.com

Phone: (630) 520-6000

Email for A/P questions: generaloffice@ict-controls.com

Business Information

Name of Business: _____

FEIN # _____

DBA: _____

Address: _____ City: _____ State: _____

Zip _____ Phone: _____

Billing Information

Name of A/P Contact: _____

Phone: _____

Email Address for Invoices _____

Tax Exempt **Y/N**

Is Purchase Order Required on Invoice Y/N amount \$ _____

Payment Methods

Preferred Method:

ACH – Please Contact: Generaloffice@ICT-Controls.com or 630-520-6000 to get this set up

****ALL INVOICES ARE NET 30****

Office Use Only

Date received: _____

Salesman: _____

Tax Exempt received: _____

Signed Contract Received: _____

Email confirmation sent: _____

Entered by: _____



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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-14

Agenda Item Summary Memo

Title: Crimson Lane Right-of-Way Dedication

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Consideration of Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

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: February 12, 2025
Subject: Crimson Lane Right-of-Way Dedication

We recently became aware that the right-of-way for Crimson Lane had not been formally dedicated. Attached is the dedication document for consideration. The property owner is willing to dedicate and has recently executed the original document.

We recommend that the City consider approving and accepting the dedication. If you have any questions, let me know.

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS ACCEPTING THE DEDICATION OF A RIGHT-OF-WAY
FOR PUBLIC ROAD PURPOSES
(Crimson Lane)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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 has the ability to acquire and hold real property for corporate purposes pursuant to 65 DLCS 5/2-3-8; and

WHEREAS, the City received a Dedication of Right-of-Way for public road purposes from grantor, Yorkville Crossings LLC, an Illinois limited liability company, for a portion of Crimson Lane located north of East Countryside Parkway, pursuant to a Plat of Dedication that is dated February __, 2025, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council of the City are of the opinion that it is in the best interests of the safety, health and welfare of the residents to accept this dedication of right-of-way for public road purposes and for the overall benefit of the residents.

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

Section 1. All of the Recitals set forth above are incorporated herein as if restated.

Section 2. That the City accepts the dedication of right-of-way for public road purposes from grantor, Yorkville Crossings LLC.

Section 3. The City Clerk is directed to record the aforesaid Dedication of Right-of-Way with the County Clerk of Kendall County, Illinois.

Section 4. This Ordinance shall be in full force and effect after its passage, publication,
and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2025.

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2025.

MAYOR

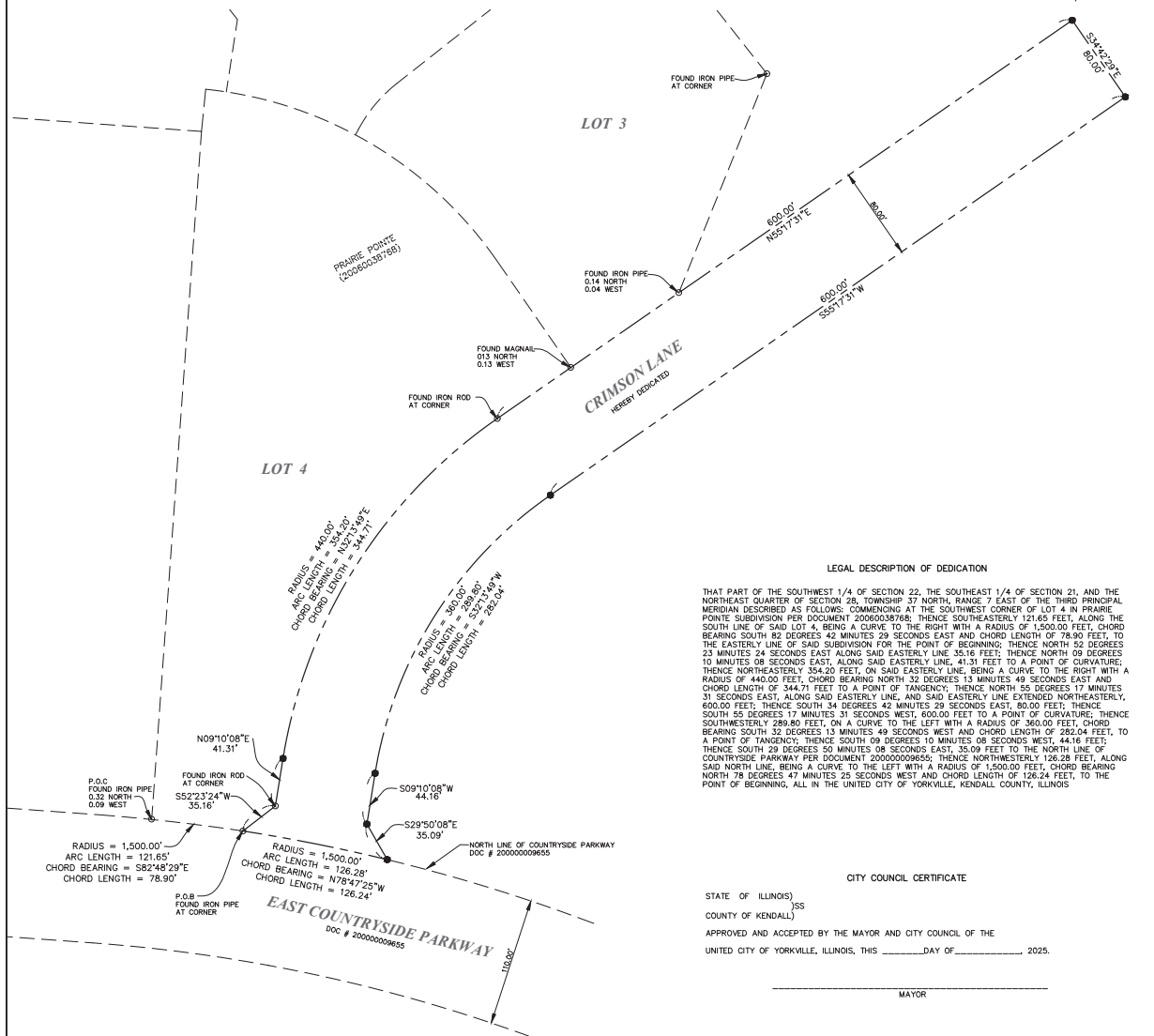
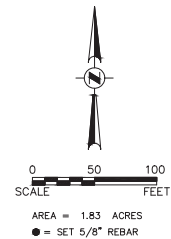
Attest:

CITY CLERK

PLAT OF DEDICATION

TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 22, SOUTHEAST QUARTER SECTION
OF 21, AND THE NORTHEAST QUARTER SECTION OF 28, TOWNSHIP 37 NORTH,
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS



LEGAL DESCRIPTION OF DEDICATION

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, THE SOUTHEAST 1/4 OF SECTION 21, AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 IN PRAIRIE PONTE SUBDIVISION PER DOCUMENT 20060038768; THENCE SOUTHEASTERLY 121.65 FEET, ALONG THE SOUTH LINE OF SAID LOT 4, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 1,500.00 FEET, CHORD BEARING SOUTH 82 DEGREES 42 MINUTES 29 SECONDS EAST AND CHORD LENGTH OF 78.90 FEET, TO THE EASTERLY LINE OF SAID SUBDIVISION FOR THE POINT OF BEGINNING; THENCE NORTH 52 DEGREES 23 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY LINE 35.16 FEET; THENCE NORTH 09 DEGREES 10 MINUTES 08 SECONDS EAST, ALONG SAID EASTERLY LINE, 41.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 354.20 FEET, ON SAID EASTERLY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 440.00 FEET, CHORD BEARING NORTH 32 DEGREES 13 MINUTES 49 SECONDS EAST AND CHORD LENGTH OF 344.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 55 DEGREES 17 MINUTES 31 SECONDS EAST, ALONG SAID EASTERLY LINE, AND SAID EASTERLY LINE EXTENDED NORTHEASTERLY, 600.00 FEET; THENCE SOUTH 34 DEGREES 42 MINUTES 29 SECONDS EAST, 80.00 FEET; THENCE SOUTH 55 DEGREES 17 MINUTES 31 SECONDS WEST, 600.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 289.80 FEET, ON A CURVE TO THE LEFT WITH A RADIUS OF 360.00 FEET, CHORD BEARING SOUTH 32 DEGREES 13 MINUTES 49 SECONDS WEST AND CHORD LENGTH OF 282.04 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 09 DEGREES 08 SECONDS WEST, 44.16 FEET; THENCE SOUTH 29 DEGREES 50 MINUTES 08 SECONDS EAST, 35.09 FEET TO THE NORTH LINE OF COUNTRYSIDE PARKWAY PER DOCUMENT 20000009655; THENCE NORTHEASTERLY 126.28 FEET, ALONG SAID NORTH LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 1,500.00 FEET, CHORD BEARING NORTH 78 DEGREES 47 MINUTES 25 SECONDS WEST AND CHORD LENGTH OF 126.24 FEET, TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE
UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 2025.

MAYOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)

I, DEBBIE GILLETTE, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,
ILLINOIS, THIS _____ DAY OF _____, 2025.

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3581, HAVE SURVEYED, AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF DEDICATING SAID PROPERTY TO THE UNITED CITY OF YORKVILLE.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS _____ TH DAY OF JANUARY, 2025.

BY: MARK G. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXP-11-30-26)
ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
(EXP-04-30-25)



STATE OF _____)
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ A _____ CORPORATION, AS FEE SIMPLE OWNERS OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT, CONVEY AND WARRANT THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DATED AT _____, THIS _____ DAY OF _____, 2025.

NAME AND ADDRESS:

BY: _____
TITLE: _____

BY: _____
TITLE: _____

STATE OF _____)
COUNTY OF _____)

NOTARY CERTIFICATE

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

AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC



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

UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DR
YORKVILLE, IL 60560

DATE: JANUARY 13, 2025
PROJECT NO. Y02453
FILE NO Y02453 DED

PAGE 1 OF 1



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

Agenda Item Number

New Business #4

Tracking Number

PW 2025-15

Agenda Item Summary Memo

Title: Worsley Street Right-of-Way Vacation

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Proposed vacation of public right-of-way on a portion of Worsley Street.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 8 of the Aldermen)

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble Community Development
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Eric Dhuse, Public Works Director
Brad Sanderson, EEI, City Engineer
Date: February 10, 2025
Subject: **Vacation of a Portion of Worsley Street Right-of-Way**

SUMMARY

A request has been made by Dave Schillinger (412 E. Main) and Steve Holland (102 Worsley Street), who are the adjacent property owners, for the vacation of a portion of Worsley Street. The right-of-way (ROW) in question is approximately 30 feet wide, 150 feet in length running north-south, and terminates at the bank of the Fox River. It is currently dedicated to the City as a public street intending to continue the roadway south from the intersection of East Main Street to the north. However, no street improvements exist in this location, and it is highly unlikely that the City will develop a roadway there in the future.



WORSLEY STREET PROPOSED VACATION

United City of Yorkville, Illinois
Date: April 9, 2024
File Location:



PROPOSAL DESCRIPTION

As shown on the proposed plat of vacation, the City intends to vacate approximately 4,500 square feet of unimproved right-of-way, transferring approximately 2,250 square feet to each adjacent property owner by equally dividing the right-of-way along the current roadway centerline. While there are no

existing public utilities within this right-of-way, the City is requesting a 5-foot public utility and drainage easement on both sides of the current centerline to accommodate potential future utility installations.

Vacating the right-of-way will provide each property owner with additional lot area and increase the separation between existing structures and the newly established property line. This change will also reclassify the yards adjacent to Worsley Street from corner side yards to interior side yards. As a result, the property at 412 E. Main Street, which is zoned R-3 Multi-Family Attached Residence District, will see its required building setback reduced from 20 feet to 10 feet, bringing it into conformity with district regulations. Similarly, the property at 102 Worsley Street, recently rezoned to R-2 Single-Family Traditional Residence District, will benefit from a reduction in side yard setback from 30 feet to 10 feet.

LEGAL & PROCEDURAL CONSIDERATIONS


In accordance with Illinois State Statute, the formal process for vacating the public right-of-way (ROW) requires a public hearing before the City Council. Notice of this hearing must be published in a newspaper at least fifteen (15) days in advance to inform the public of the City's intent to vacate the property. To approve the vacation, the City Council must pass an ordinance with a three-fourths (3/4) majority vote of the aldermen. Additionally, the property owners receiving the vacated ROW are required to pay an amount determined by the corporate authorities as "fair market value." Given the size and scope of the area to be vacated, along with precedent from previous right-of-way sales, the City has set this amount at \$10 per owner.

STAFF RECOMMENDATIONS

City staff has evaluated the request and supports vacating this portion of Worsley Street, as it is unlikely to be developed as a roadway. This recommendation is contingent upon the fulfillment of the stated conditions, including easement dedication and payment of fair market value. Staff proposes holding the required public hearing at the March 25, 2025, City Council meeting, with a final vote anticipated at the April 8, 2025, meeting. Feedback from the Public Works Committee on this request is requested.

PLAT OF VACATION

PART OF WORSLEY STREET IN WORSLEY'S ADDITION TO
THE VILLAGE OF BRISTOL, IN THE UNITED CITY OF
YORKVILLE, KENDALL COUNTY, ILLINOIS

 = ROW HEREBY VACATED

VACATED ALLEY (200100001511)

CITY UTILITY EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED CITY UTILITY EASEMENT OR C.U.E. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THEREFOR FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SMALLER TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

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

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS) ss
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND
CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
ILLINOIS, THIS ____ DAY OF _____, 2025.

MAYOR

VACATED RIGHT OF WAY LEGAL DESCRIPTION

THAT PART OF WORSLEY STREET IN WORSLEY'S ADDITION TO BRISTOL LYING SOUTH OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN BLOCK ONE; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 8 IN BLOCK 2; ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.


10' CITY EASEMENT LEGAL DESCRIPTION

THAT PART OF WORSLEY STREET IN WORSLEY'S ADDITION TO BRISTOL DESCRIBED AS FOLLOWS: A 10' WIDE CITY EASEMENT, CENTERED IN A NORTH SOUTH DIRECTION, IN THE ABOVE DESCRIBED VACATED RIGHT OF WAY, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.


STATE OF ILLINOIS) ss
COUNTY OF KANE)


THIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3581, HAVE PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF VACATING SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS 6th DAY OF FEBRUARY, 2025.

BY: 
MARK G. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXP-11-30-26)

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
(EXP-04-30-25)



 **Engineering Enterprises, Inc.**
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60054
630.466.6700 / www.eelweb.com

PROJECT NO: Y02504
FILE NO: Y02504 PLAT OF VAC

ATTACHMENTS:

1. Plat of Vacation prepared by EEI
2. Draft Public Hearing Notice

 = ROW HEREBY VACATED



PROJECT NO: Y02504
FILE NO: Y02504 PLAT OF VAC

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
(WORSLEY STREET VACATION)**

NOTICE IS HEREBY GIVEN THAT a public hearing will be held before the City Council of the United City of Yorkville on Tuesday, March 25, 2025 at 7:00 p.m., at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois, 60560. This meeting will be held to consider the vacation of a certain street described as:

THAT PART OF WORSLEY STREET IN WORSLEY'S ADDITION TO BRISTOL LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN BLOCK 1; THENCE EASTERLY TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 2, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Reserving unto the United City of Yorkville, Kendall County, Illinois, THAT PART OF WORSLEY STREET IN WORSLEY'S ADDITION TO BRISTOL DESCRIBED AS FOLLOWS: A 10' WIDE CITY EASEMENT, CENTERED IN A NORTH SOUTH DIRECTION, IN THE ABOVE DESCRIBED VACATED RIGHT OF WAY, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

The purpose of this public notice is to inform all interested parties about the public hearing and the proposal to vacate said public right-of-way before the City Council will consider an ordinance to vacate the property.

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

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND
City Clerk



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

Agenda Item Number

New Business #5

Tracking Number

PW 2025-16

Agenda Item Summary Memo

Title: 2025 Water Main Replacement – Notice of Intent to Award

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: 2025 Water Main Replacement – Recommendation to Issue Notice of Intent to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Intent to Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 11, 2025
Subject: 2025 Water Main Replacement

Bids were received, opened and tabulated for work to be done on the 2025 Water Main Replacement at 11:00 a.m., February 6, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project is a combination of water, sidewalk, and roadway-related work. Water-related work consists of 91% of the work (\$4,375,774.55), with sidewalk 5% (\$220,000.00), and roadway 4% (\$180,000.00). The low bid was below our engineer's estimate.

This project is included in the Illinois Environmental Protection Agency's (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (PWSLP). The next step is to issue the Notice of Intent to Award and submit it with the bid results and remaining final loan application documentation to the IEPA for approval, after which the final Notice of Award will be issued. Please note that the low bid amount is greater than the total requested loan amount of \$4,236,000 which included design and construction engineering. As part of the loan application finalization and coordination, the options will include: 1) Negotiate with the IEPA to adjust (increase) the loan amount, 2) Proceed with the full base scope as awarded and, if unable to adjust the loan amount to cover all costs, the City would provide the balance of funding not covered by the loan, and 3) Issue a change order to adjust down the scope and costs to fit within the allotted budget and loan amount.

All options will be reviewed in detail with the IEPA and City staff and a final project scope recommendation will be brought back to the Committee.

We recommend the acceptance of the bid and approval of the Notice of Intent to Award be made to the low bidder, Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564, in the total amount of **\$4,775,774.55**.

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

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO REPLACE WATER MAINS**

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 plans to replace old water mains throughout the City, as illustrated on the 2025 Water Main Replacement drawing, attached hereto as *Exhibit A* (the “Project”); and

WHEREAS, the Project is included in the Illinois Environmental Protection Agency’s (IEPA) Intended Funding List to receive loan funding through the State Revolving Fund (SRF) Public Water Supply Loan Program (the “Program”); and

WHEREAS, the City therefore desires to take advantage of the Program and replace the water mains with funding sourced through the Program; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to replace the City’s old water mains and a public bid opening was held at 11:00 a.m. on February 6, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 (“Winner”), with a total bid amount of \$4,775,774.55 (the “Project Cost”); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Winner be accepted, contingent on the City obtaining a loan through the Program; and

WHEREAS, a Notice of Intent to Award the bid must be issued to Winner and submitted with the City’s loan application to IEPA for participation in the Program.

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 a bid by Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 to complete the Project at a cost of \$4,775,774.55 is the lowest responsible bid and therefore accept the bid, contingent on the City

obtaining a loan through the Program.

Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, 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, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

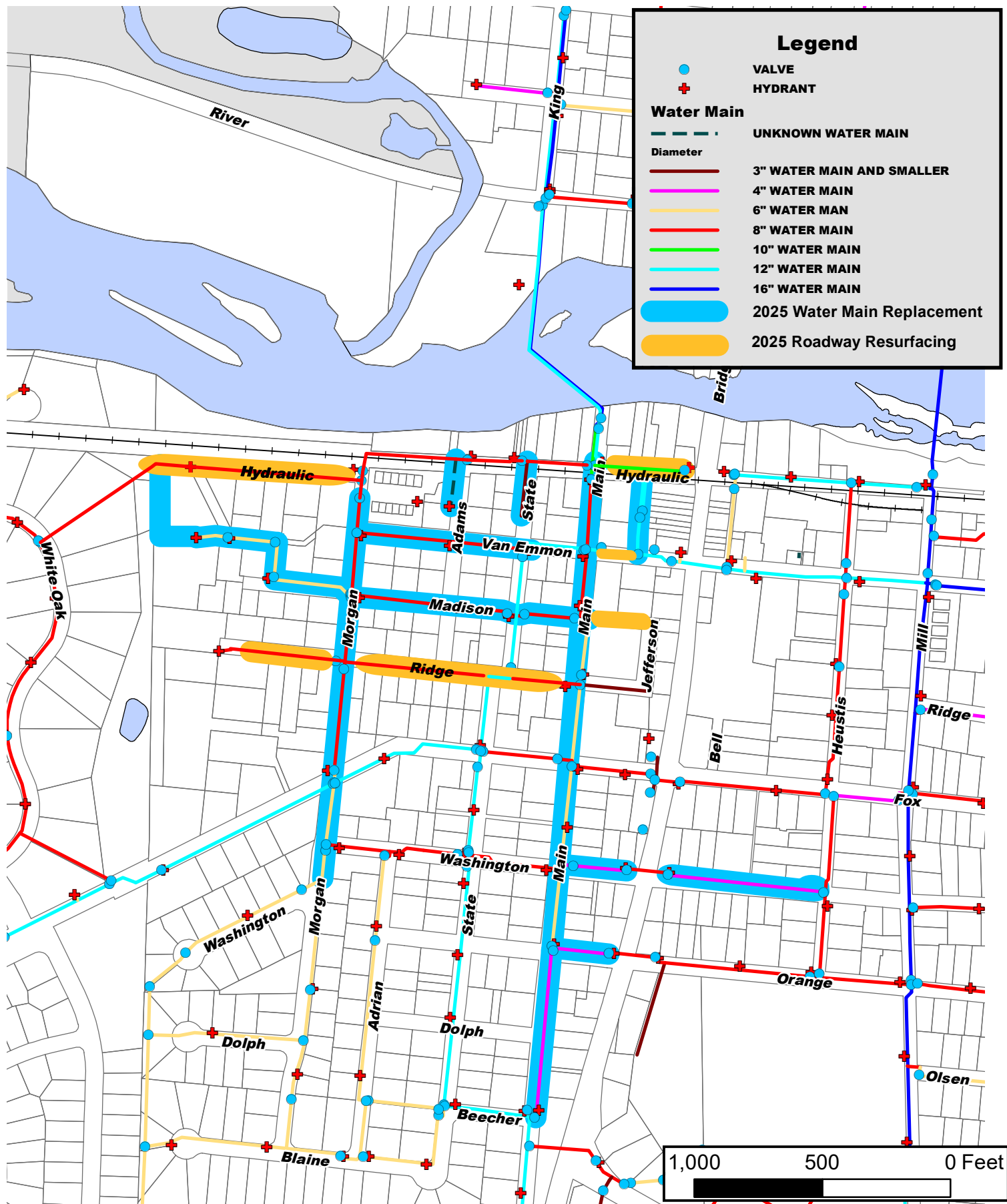
CITY CLERK

BID TABULATION 2025 WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/6/2025		Winninger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	UNIT	400	\$ 45.00	\$ 18,000.00	\$ 40.00	\$ 16,000.00	\$ 23.00	\$ 9,200.00	\$ 8.00	\$ 3,200.00	\$ 35.00	\$ 14,000.00	\$ 50.00	\$ 20,000.00	\$ 38.00	\$ 15,200.00	\$ 50.00	\$ 20,000.00
2	TREE REPLACEMENT	EACH	10	\$ 1,000.00	\$ 10,000.00	\$ 500.00	\$ 5,000.00	\$ 750.00	\$ 7,500.00	\$ 800.00	\$ 8,000.00	\$ 600.00	\$ 6,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,550.00	\$ 25,500.00	\$ 300.00	\$ 3,000.00
3	TREE ROOT PRUNING	EACH	15	\$ 150.00	\$ 2,250.00	\$ 125.00	\$ 1,875.00	\$ 100.00	\$ 1,500.00	\$ 140.00	\$ 2,100.00	\$ 100.00	\$ 1,500.00	\$ 100.00	\$ 1,500.00	\$ 250.00	\$ 3,750.00	\$ 210.00	\$ 3,150.00
4	BUSH REPLACEMENT	EACH	8	\$ 100.00	\$ 800.00	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 100.00	\$ 800.00	\$ 150.00	\$ 1,200.00	\$ 200.00	\$ 1,600.00	\$ 700.00	\$ 5,600.00	\$ 150.00	\$ 1,200.00
5	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	6	\$ 8,000.00	\$ 48,000.00	\$ 8,000.00	\$ 48,000.00	\$ 4,000.00	\$ 24,000.00	\$ 6,000.00	\$ 36,000.00	\$ 5,500.00	\$ 33,000.00	\$ 2,500.00	\$ 15,000.00	\$ 5,580.00	\$ 33,480.00	\$ 5,000.00	\$ 30,000.00
6	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	10	\$ 4,800.00	\$ 48,000.00	\$ 7,000.00	\$ 70,000.00	\$ 4,000.00	\$ 40,000.00	\$ 4,000.00	\$ 40,000.00	\$ 5,000.00	\$ 50,000.00	\$ 2,000.00	\$ 20,000.00	\$ 4,430.00	\$ 44,300.00	\$ 4,000.00	\$ 40,000.00
7	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	6	\$ 4,400.00	\$ 26,400.00	\$ 6,000.00	\$ 36,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,800.00	\$ 22,800.00	\$ 5,000.00	\$ 30,000.00	\$ 2,000.00	\$ 12,000.00	\$ 3,180.00	\$ 19,080.00	\$ 3,500.00	\$ 21,000.00
8	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 5,500.00	\$ 11,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,800.00	\$ 7,600.00	\$ 5,000.00	\$ 10,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,060.00	\$ 6,120.00	\$ 3,000.00	\$ 6,000.00
9	PRESSURE CONNECTION WITH TAPPING SLEEVE, 8" TAPPING VALVE IN 60" VALVE VAULT	EACH	11	\$ 6,000.00	\$ 66,000.00	\$ 8,500.00	\$ 93,500.00	\$ 12,000.00	\$ 132,000.00	\$ 10,000.00	\$ 110,000.00	\$ 10,500.00	\$ 115,500.00	\$ 14,000.00	\$ 154,000.00	\$ 9,420.00	\$ 103,620.00	\$ 8,500.00	\$ 93,500.00
10	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 5,500.00	\$ 55,000.00	\$ 4,950.00	\$ 49,500.00	\$ 2,000.00	\$ 20,000.00	\$ 5,000.00	\$ 50,000.00	\$ 7,000.00	\$ 70,000.00	\$ 2,820.00	\$ 28,200.00	\$ 2,000.00	\$ 20,000.00
11	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	FOOT	75	\$ 275.00	\$ 20,625.00	\$ 175.00	\$ 13,125.00	\$ 165.00	\$ 12,375.00	\$ 200.00	\$ 15,000.00	\$ 225.00	\$ 16,875.00	\$ 650.00	\$ 48,750.00	\$ 288.00	\$ 21,600.00	\$ 165.00	\$ 12,375.00
12	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	8,506	\$ 181.00	\$ 1,539,586.00	\$ 165.00	\$ 1,403,490.00	\$ 150.00	\$ 1,275,900.00	\$ 149.00	\$ 1,267,394.00	\$ 170.00	\$ 1,446,020.00	\$ 158.80	\$ 1,350,752.80	\$ 188.00	\$ 1,599,128.00	\$ 150.00	\$ 1,275,900.00
13	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH, HDSS RESTRAINED	FOOT	423	\$ 100.00	\$ 42,300.00	\$ 175.00	\$ 74,025.00	\$ 50.00	\$ 21,150.00	\$ 205.00	\$ 86,715.00	\$ 175.00	\$ 74,025.00	\$ 200.00	\$ 84,600.00	\$ 206.00	\$ 87,138.00	\$ 175.00	\$ 74,025.00
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 7,000.00	\$ 14,000.00	\$ 13,000.00	\$ 26,000.00	\$ 10,000.00	\$ 20,000.00	\$ 7,700.00	\$ 15,400.00	\$ 11,000.00	\$ 22,000.00	\$ 13,110.00	\$ 26,220.00	\$ 8,000.00	\$ 16,000.00
15	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	32	\$ 6,000.00	\$ 192,000.00	\$ 6,000.00	\$ 192,000.00	\$ 8,500.00	\$ 272,000.00	\$ 7,800.00	\$ 249,600.00	\$ 6,250.00	\$ 200,000.00	\$ 9,000.00	\$ 288,000.00	\$ 9,410.00	\$ 301,120.00	\$ 6,000.00	\$ 192,000.00
16	GATE VALVE (RESILIENT SEAT) IN 48" VAULT, 6-INCH	EACH	5	\$ 4,500.00	\$ 22,500.00	\$ 5,500.00	\$ 27,500.00	\$ 6,500.00	\$ 32,500.00	\$ 7,200.00	\$ 36,000.00	\$ 5,300.00	\$ 26,500.00	\$ 8,000.00	\$ 40,000.00	\$ 8,280.00	\$ 41,400.00	\$ 5,000.00	\$ 25,000.00
17	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	24	\$ 9,500.00	\$ 228,000.00	\$ 10,000.00	\$ 240,000.00	\$ 12,500.00	\$ 300,000.00	\$ 8,800.00	\$ 211,200.00	\$ 7,750.00	\$ 186,000.00	\$ 9,000.00	\$ 216,000.00	\$ 11,280.00	\$ 270,720.00	\$ 10,000.00	\$ 240,000.00
18	DUCTILE IRON FITTINGS	POUND	10,063	\$ 20.00	\$ 201,260.00	\$ 0.01	\$ 100.63	\$ 10.00	\$ 100,630.00	\$ 5.00	\$ 50,315.00	\$ 0.01	\$ 100.63	\$ 0.01	\$ 100.63	\$ 6.00	\$ 60,378.00	\$ 5.00	\$ 50,315.00
19	16" STEEL CASING PIPE, BORE AND JACKED	FOOT	298	\$ 700.00	\$ 208,600.00	\$ 500.00	\$ 149,000.00	\$ 750.00	\$ 223,500.00	\$ 800.00	\$ 238,400.00	\$ 1,000.00	\$ 298,000.00	\$ 1,021.00	\$ 304,258.00	\$ 940.00	\$ 280,120.00	\$ 700.00	\$ 208,600.00
20	WATER MAIN PROTECTION, 16-INCH PVC	FOOT	336	\$ 60.00	\$ 20,160.00	\$ 60.00	\$ 20,160.00	\$ 75.00	\$ 25,200.00	\$ 159.00	\$ 53,424.00	\$ 90.00	\$ 30,240.00	\$ 300.00	\$ 100,800.00	\$ 178.00	\$ 59,808.00	\$ 125.00	\$ 42,000.00
21	STORM SEWER REMOVAL AND REPLACEMENT, 16" PVC	FOOT	150	\$ 175.00	\$ 26,250.00	\$ 150.00	\$ 22,500.00	\$ 130.00	\$ 19,500.00	\$ 155.00	\$ 23,250.00	\$ 175.00	\$ 26,250.00	\$ 150.00	\$ 22,500.00	\$ 226.00	\$ 33,900.00	\$ 100.00	\$ 15,000.00
22	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TONS	100	\$ 45.00	\$ 4,500.00	\$ 55.00	\$ 5,500.00	\$ 65.00	\$ 6,500.00	\$ 60.00	\$ 6,000.00	\$ 40.00	\$ 4,000.00	\$ 110.00	\$ 11,000.00	\$ 78.00	\$ 7,800.00	\$ 50.00	\$ 5,000.00
23	FOUNDATION MATERIAL	CUYD	150	\$ 1.00	\$ 150.00	\$ 36.00	\$ 5,400.00	\$ 20.00	\$ 3,000.00	\$ 41.00	\$ 6,150.00	\$ 40.00	\$ 6,000.00	\$ 60.00	\$ 9,000.00	\$ 76.00	\$ 11,400.00	\$ 20.00	\$ 3,000.00
24	EXPLORATORY EXCAVATION	EACH	15	\$ 500.00	\$ 7,500.00	\$ 250.00	\$ 3,750.00	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00	\$ 300.00	\$ 4,500.00	\$ 500.00	\$ 7,500.00	\$ 1,060.00	\$ 15,900.00	\$ 1,000.00	\$ 15,000.00
25	WATER SERVICE CONNECTION, 1-INCH	EACH	100	\$ 2,500.00	\$ 250,000.00	\$ 3,000.00	\$ 300,000.00	\$ 2,500.00	\$ 250,000.00	\$ 2,500.00	\$ 250,000.00	\$ 3,000.00	\$ 300,000.00	\$ 1,000.00	\$ 100,000.00	\$ 3,380.00	\$ 338,000.00	\$ 2,700.00	\$ 270,000.00
26	TEMPORARY WATER SERVICE CONNECTION, 1-INCH	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 4,200.00	\$ 8,400.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,620.00	\$ 9,240.00	\$ 500.00	\$ 1,000.00
27	WATER SERVICE PIPE, 6-INCH DIP	FOOT	115	\$ 150.00	\$ 17,250.00	\$ 155.00	\$ 17,825.00	\$ 275.00	\$ 31,625.00	\$ 145.00	\$ 16,675.00	\$ 230.00	\$ 26,450.00	\$ 150.00	\$ 17,250.00	\$ 238.00	\$ 27,370.00	\$ 130.00	\$ 14,950.00
28	WATER SERVICE PIPE, PEX, 1-INCH	FOOT	2,732	\$ 2.00	\$ 5,464.00	\$ 0.01	\$ 27.32	\$ 2.00	\$ 5,464.00	\$ 28.00	\$ 76,496.00	\$ 60.00	\$ 163,920.00	\$ 50.00	\$ 136,600.00	\$ 33.00	\$ 90,156.00	\$ 55.00	\$ 150,260.00
29	WATER SERVICE PIPE, PEX, 1-INCH (SPECIAL)	FOOT	420	\$ 27.00	\$ 11,340.00	\$ 0.01	\$ 4.20	\$ 2.00	\$ 840.00	\$ 59.00	\$ 24,780.00	\$ 75.00	\$ 31,500.00	\$ 80.00	\$ 33,600.00	\$ 35.00	\$ 14,700.00	\$ 35.00	\$ 14,700.00
30	SERVICE BOX COVER (SPECIAL)	EACH	21	\$ 250.00	\$ 5,250.00	\$ 750.00	\$ 15,750.00	\$ 275.00	\$ 5,775.00	\$ 100.00	\$ 2,100.00	\$ 325.00	\$ 6,825.00	\$ 500.00	\$ 10,500.00	\$ 300.00	\$ 6,300.00	\$ 300.00	\$ 6,300.00
31	VALVE VAULT TO BE ABANDONED	EACH	14	\$ 500.00	\$ 7,000.00	\$ 300.00	\$ 4,200.00	\$ 575.00	\$ 8,050.00	\$ 500.00	\$ 7,000.00	\$ 500.00	\$ 7,000.00	\$ 1,000.00	\$ 14,000.00	\$ 720.00	\$ 10,080.00	\$ 900.00	\$ 12,600.00
32	VALVE VAULT TO BE REMOVED	EACH	4	\$ 700.00	\$ 2,800.00	\$ 350.00	\$ 1,400.00	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00	\$ 550.00	\$ 2,200.00	\$ 1,000.00	\$ 4,000.00	\$ 480.00	\$ 1,920.00	\$ 1,100.00	\$ 4,400.00

BID TABULATION 2025 WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/6/2025		Winninger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
33	VALVE BOX TO BE ABANDONED	EACH	26	\$ 100.00	\$ 2,600.00	\$ 50.00	\$ 1,300.00	\$ 100.00	\$ 2,600.00	\$ 100.00	\$ 2,600.00	\$ 350.00	\$ 9,100.00	\$ 500.00	\$ 13,000.00	\$ 360.00	\$ 9,360.00	\$ 500.00	\$ 13,000.00
34	FIRE HYDRANT TO BE REMOVED	EACH	19	\$ 750.00	\$ 14,250.00	\$ 350.00	\$ 6,650.00	\$ 550.00	\$ 10,450.00	\$ 750.00	\$ 14,250.00	\$ 850.00	\$ 16,150.00	\$ 2,500.00	\$ 47,500.00	\$ 1,080.00	\$ 20,520.00	\$ 1,000.00	\$ 19,000.00
35	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	38	\$ 250.00	\$ 9,500.00	\$ 600.00	\$ 22,800.00	\$ 250.00	\$ 9,500.00	\$ 100.00	\$ 3,800.00	\$ 500.00	\$ 19,000.00	\$ 4,000.00	\$ 152,000.00	\$ 580.00	\$ 22,040.00	\$ 750.00	\$ 28,500.00
36	INLET PROTECTION	EACH	60	\$ 50.00	\$ 3,000.00	\$ 50.00	\$ 3,000.00	\$ 200.00	\$ 12,000.00	\$ 180.00	\$ 10,800.00	\$ 50.00	\$ 3,000.00	\$ 275.00	\$ 16,500.00	\$ 310.00	\$ 18,600.00	\$ 150.00	\$ 9,000.00
37	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00
38	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	1,882	\$ 1.50	\$ 2,823.00	\$ 1.00	\$ 1,882.00	\$ 2.00	\$ 3,764.00	\$ 5.00	\$ 9,410.00	\$ 3.00	\$ 5,646.00	\$ 3.00	\$ 5,646.00	\$ 3.50	\$ 6,587.00	\$ 5.00	\$ 9,410.00
39	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	314	\$ 25.00	\$ 7,850.00	\$ 32.00	\$ 10,048.00	\$ 25.00	\$ 7,850.00	\$ 59.00	\$ 18,526.00	\$ 50.00	\$ 15,700.00	\$ 30.00	\$ 9,420.00	\$ 66.00	\$ 20,724.00	\$ 40.00	\$ 12,560.00
40	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	314	\$ 38.00	\$ 11,932.00	\$ 35.00	\$ 10,990.00	\$ 35.00	\$ 10,990.00	\$ 45.00	\$ 14,130.00	\$ 50.00	\$ 15,700.00	\$ 50.00	\$ 15,700.00	\$ 71.00	\$ 22,294.00	\$ 50.00	\$ 15,700.00
41	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	14,613	\$ 2.50	\$ 36,532.50	\$ 4.91	\$ 71,749.83	\$ 2.75	\$ 40,185.75	\$ 3.00	\$ 43,839.00	\$ 2.25	\$ 32,879.25	\$ 2.50	\$ 36,532.50	\$ 3.00	\$ 43,839.00	\$ 3.50	\$ 54,145.00
42	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQYD	20,050	\$ 3.50	\$ 70,175.00	\$ 3.47	\$ 69,573.50	\$ 3.75	\$ 75,187.50	\$ 4.00	\$ 80,200.00	\$ 3.25	\$ 65,162.50	\$ 3.50	\$ 70,175.00	\$ 3.65	\$ 73,182.50	\$ 4.00	\$ 80,200.00
43	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQYD	2,970	\$ 5.50	\$ 16,335.00	\$ 9.90	\$ 29,403.00	\$ 5.50	\$ 16,335.00	\$ 5.00	\$ 14,850.00	\$ 4.50	\$ 13,365.00	\$ 5.50	\$ 16,335.00	\$ 5.20	\$ 15,444.00	\$ 5.00	\$ 14,850.00
44	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	500	\$ 0.01	\$ 5.00	\$ 14.83	\$ 7,415.00	\$ 20.00	\$ 10,000.00	\$ 22.00	\$ 11,000.00	\$ 25.00	\$ 12,500.00	\$ 0.01	\$ 5.00	\$ 22.00	\$ 11,000.00	\$ 15.00	\$ 7,500.00
45	HOT-MIX ASPHALT PAVEMENT REMOVAL - FULL DEPTH WATER MAIN TRENCH	SQYD	7,881	\$ 1.50	\$ 11,821.50	\$ 7.95	\$ 62,653.95	\$ 2.00	\$ 15,762.00	\$ 2.00	\$ 15,762.00	\$ 20.00	\$ 157,620.00	\$ 5.00	\$ 39,405.00	\$ 2.50	\$ 19,702.50	\$ 5.00	\$ 39,405.00
46	ROADWAY EDGE SEALING	FOOT	4,000	\$ 1.00	\$ 4,000.00	\$ 1.48	\$ 5,920.00	\$ 1.00	\$ 4,000.00	\$ 1.50	\$ 6,000.00	\$ 2.00	\$ 8,000.00	\$ 3.00	\$ 12,000.00	\$ 1.10	\$ 4,400.00	\$ 3.00	\$ 12,000.00
47	BITUMINOUS MATERIALS (TACK COAT)	POUND	18,305	\$ 0.01	\$ 183.05	\$ 0.71	\$ 12,996.55	\$ 0.01	\$ 183.05	\$ 0.01	\$ 183.05	\$ 0.01	\$ 183.05	\$ 0.01	\$ 183.05	\$ 0.01	\$ 183.05	\$ 1.00	\$ 18,305.00
48	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TONS	2,025	\$ 80.00	\$ 162,000.00	\$ 93.03	\$ 188,385.75	\$ 92.00	\$ 186,300.00	\$ 100.00	\$ 202,500.00	\$ 100.00	\$ 202,500.00	\$ 80.00	\$ 162,000.00	\$ 106.00	\$ 214,650.00	\$ 90.00	\$ 182,250.00
49	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TONS	470	\$ 80.00	\$ 37,600.00	\$ 125.00	\$ 58,750.00	\$ 92.00	\$ 43,240.00	\$ 100.00	\$ 47,000.00	\$ 100.00	\$ 47,000.00	\$ 80.00	\$ 37,600.00	\$ 106.00	\$ 49,820.00	\$ 85.00	\$ 39,950.00
50	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50	TONS	3,575	\$ 80.00	\$ 286,000.00	\$ 99.63	\$ 356,177.25	\$ 92.00	\$ 328,900.00	\$ 100.00	\$ 357,500.00	\$ 100.00	\$ 357,500.00	\$ 80.00	\$ 286,000.00	\$ 106.00	\$ 378,950.00	\$ 75.00	\$ 268,125.00
51	PARTIAL DEPTH PATCHING, 5"	SQYD	9,463	\$ 25.00	\$ 236,575.00	\$ 41.00	\$ 387,983.00	\$ 44.00	\$ 416,372.00	\$ 48.00	\$ 454,224.00	\$ 45.00	\$ 425,835.00	\$ 60.00	\$ 567,780.00	\$ 70.00	\$ 662,410.00	\$ 55.00	\$ 520,465.00
52	TEMPORARY HMA PATCHING, 2"	SQYD	7,881	\$ 5.00	\$ 39,405.00	\$ 3.35	\$ 26,401.35	\$ 5.00	\$ 39,405.00	\$ 10.00	\$ 78,810.00	\$ 4.00	\$ 31,524.00	\$ 25.00	\$ 197,025.00	\$ 28.00	\$ 220,668.00	\$ 25.00	\$ 197,025.00
53	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL	SQYD	80	\$ 50.00	\$ 4,000.00	\$ 27.00	\$ 2,160.00	\$ 40.00	\$ 3,200.00	\$ 20.00	\$ 1,600.00	\$ 18.00	\$ 1,440.00	\$ 20.00	\$ 1,600.00	\$ 36.00	\$ 2,880.00	\$ 10.00	\$ 800.00
54	PORTLAND CEMENT CONCRETE PAVEMENT REPLACEMENT	SQYD	60	\$ 200.00	\$ 12,000.00	\$ 204.86	\$ 12,291.60	\$ 165.00	\$ 9,900.00	\$ 225.00	\$ 13,500.00	\$ 130.00	\$ 7,800.00	\$ 200.00	\$ 12,000.00	\$ 198.00	\$ 11,880.00	\$ 20.00	\$ 1,200.00
55	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SQFT	19,034	\$ 2.00	\$ 38,068.00	\$ 2.25	\$ 42,826.50	\$ 2.00	\$ 38,068.00	\$ 2.00	\$ 38,068.00	\$ 1.50	\$ 28,551.00	\$ 3.00	\$ 57,102.00	\$ 1.00	\$ 19,034.00	\$ 2.00	\$ 38,068.00
56	PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	SQFT	19,537	\$ 10.00	\$ 195,370.00	\$ 8.67	\$ 169,385.79	\$ 10.00	\$ 195,370.00	\$ 11.00	\$ 214,907.00	\$ 9.25	\$ 180,717.25	\$ 10.00	\$ 195,370.00	\$ 14.00	\$ 273,518.00	\$ 10.00	\$ 195,370.00
57	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	760	\$ 10.00	\$ 7,600.00	\$ 12.00	\$ 9,120.00	\$ 7.00	\$ 5,320.00	\$ 12.00	\$ 9,120.00	\$ 8.00	\$ 6,080.00	\$ 10.00	\$ 7,600.00	\$ 16.00	\$ 12,160.00	\$ 20.00	\$ 15,200.00
58	COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	760	\$ 55.00	\$ 41,800.00	\$ 44.26	\$ 33,637.60	\$ 45.00	\$ 34,200.00	\$ 51.00	\$ 38,760.00	\$ 60.00	\$ 45,600.00	\$ 35.00	\$ 26,600.00	\$ 41.00	\$ 31,160.00	\$ 40.00	\$ 30,400.00
59	SANITARY MANHOLE TO BE ADJUSTED	EACH	37	\$ 1,000.00	\$ 37,000.00	\$ 1,040.00	\$ 38,480.00	\$ 1,200.00	\$ 44,400.00	\$ 1,000.00	\$ 37,000.00	\$ 650.00	\$ 24,050.00	\$ 1,500.00	\$ 55,500.00	\$ 1,360.00	\$ 50,320.00	\$ 1,300.00	\$ 48,100.00
60	MANHOLE TO BE ADJUSTED	EACH	31	\$ 650.00	\$ 20,150.00	\$ 920.00	\$ 28,520.00	\$ 950.00	\$ 29,450.00	\$ 1,000.00	\$ 31,000.00	\$ 450.00	\$ 13,950.00	\$ 800.00	\$ 24,800.00	\$ 720.00	\$ 22,320.00	\$ 900.00	\$ 27,900.00
61	INLET TO BE ADJUSTED	EACH	28	\$ 500.00	\$ 14,000.00	\$ 820.00	\$ 22,960.00	\$ 600.00	\$ 16,800.00	\$ 1,000.00	\$ 28,000.00	\$ 400.00	\$ 11,200.00	\$ 800.00	\$ 22,400.00	\$ 610.00	\$ 17,080.00	\$ 800.00	\$ 22,400.00
62	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SQYD	1,019	\$ 12.00	\$ 12,228.00	\$ 2.00	\$ 2,038.00	\$ 10.00	\$ 10,190.00	\$ 12.00	\$ 12,228.00	\$ 6.00	\$ 6,114.00	\$ 10.00	\$ 10,190.00	\$ 11.00	\$ 11,209.00	\$ 15.00	\$ 15,285.00
63	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SQYD	1,004	\$ 48.00	\$ 48,192.00	\$ 61.86	\$ 62,107.44	\$ 45.00	\$ 45,180.00	\$ 45.00	\$ 45,180.00	\$ 45.00	\$ 45,180.00	\$ 30.00	\$ 30,120.00	\$ 57.00	\$ 57,228.00	\$ 45.00	\$ 45,180.00
64	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQYD	67	\$ 45.00	\$ 3,015.00	\$ 22.50	\$ 1,507.50	\$ 35.00	\$ 2,345.00	\$ 20.00	\$ 1,340.00	\$ 18.00	\$ 1,206.00	\$ 20.00	\$ 1,340.00	\$ 18.00	\$ 1,206.00	\$ 20.00	\$ 1,340.00

BID TABULATION 2025 WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/6/2025		Winner Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
65	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SQYD	67	\$ 150.00	\$ 10,050.00	\$ 149.08	\$ 9,988.36	\$ 110.00	\$ 7,370.00	\$ 124.00	\$ 8,308.00	\$ 135.00	\$ 9,045.00	\$ 120.00	\$ 8,040.00	\$ 127.00	\$ 8,509.00	\$ 125.00	\$ 8,375.00
66	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	202	\$ 45.00	\$ 9,090.00	\$ 5.00	\$ 1,010.00	\$ 50.00	\$ 10,100.00	\$ 45.00	\$ 9,090.00	\$ 45.00	\$ 9,090.00	\$ 5.00	\$ 1,010.00	\$ 51.00	\$ 10,302.00	\$ 35.00	\$ 7,070.00
67	AGGREGATE SHOULDER REMOVAL AND REPLACEMENT	SQYD	498	\$ 40.00	\$ 19,920.00	\$ 8.00	\$ 3,984.00	\$ 40.00	\$ 19,920.00	\$ 40.00	\$ 19,920.00	\$ 40.00	\$ 19,920.00	\$ 20.00	\$ 9,960.00	\$ 50.00	\$ 24,900.00	\$ 30.00	\$ 14,940.00
68	DETECTABLE WARNING	SQFT	542	\$ 35.00	\$ 18,970.00	\$ 26.00	\$ 14,092.00	\$ 35.00	\$ 18,970.00	\$ 45.00	\$ 24,390.00	\$ 35.00	\$ 18,970.00	\$ 30.00	\$ 16,260.00	\$ 36.00	\$ 19,512.00	\$ 55.00	\$ 29,810.00
69	MAILBOX TO BE REMOVED AND RESET	EACH	21	\$ 300.00	\$ 6,300.00	\$ 200.00	\$ 4,200.00	\$ 200.00	\$ 4,200.00	\$ 200.00	\$ 4,200.00	\$ 150.00	\$ 3,150.00	\$ 300.00	\$ 6,300.00	\$ 350.00	\$ 7,350.00	\$ 150.00	\$ 3,150.00
70	SIGN TO BE REMOVED AND RESET	EACH	8	\$ 500.00	\$ 4,000.00	\$ 250.00	\$ 2,000.00	\$ 200.00	\$ 1,600.00	\$ 200.00	\$ 1,600.00	\$ 250.00	\$ 2,000.00	\$ 300.00	\$ 2,400.00	\$ 365.00	\$ 2,920.00	\$ 150.00	\$ 1,200.00
71	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2,320	\$ 1.60	\$ 3,712.00	\$ 1.25	\$ 2,900.00	\$ 2.50	\$ 5,800.00	\$ 4.00	\$ 9,280.00	\$ 4.00	\$ 9,280.00	\$ 3.00	\$ 6,960.00	\$ 2.00	\$ 4,640.00	\$ 5.00	\$ 11,600.00
72	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	40	\$ 4.50	\$ 180.00	\$ 14.45	\$ 578.00	\$ 8.00	\$ 320.00	\$ 12.00	\$ 480.00	\$ 11.00	\$ 440.00	\$ 10.00	\$ 400.00	\$ 6.00	\$ 240.00	\$ 5.00	\$ 200.00
73	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	20	\$ 10.00	\$ 200.00	\$ 26.85	\$ 537.00	\$ 16.00	\$ 320.00	\$ 24.00	\$ 480.00	\$ 25.00	\$ 500.00	\$ 20.00	\$ 400.00	\$ 12.00	\$ 240.00	\$ 5.00	\$ 100.00
74	LANDSCAPING TO BE REMOVED AND RESET	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 250.00	\$ 1,250.00	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 150.00	\$ 750.00	\$ 1,000.00	\$ 5,000.00	\$ 320.00	\$ 1,600.00	\$ 1,500.00	\$ 7,500.00
75	RESTORATION	SQYD	11,381	\$ 7.50	\$ 85,357.50	\$ 13.50	\$ 153,643.50	\$ 13.00	\$ 147,953.00	\$ 3.00	\$ 34,143.00	\$ 12.00	\$ 136,572.00	\$ 6.60	\$ 75,114.60	\$ 10.00	\$ 113,810.00	\$ 14.00	\$ 159,334.00
76	RESTORATION (SPECIAL)	LSUM	1	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,400.00	\$ 7,400.00	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
77	RAILROAD FLAGGERS ALLOWANCE	DOLLAR	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
78	RAILROAD INSURANCE	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 2,000.00	\$ 2,000.00
79	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$95,000.00	\$ 95,000.00	\$469,000.00	\$ 469,000.00	\$439,628.70	\$ 439,628.70	\$459,000.00	\$ 459,000.00	\$300,000.00	\$ 300,000.00	\$100,000.00	\$ 100,000.00	\$350,000.00	\$ 350,000.00	\$75,000.00	\$ 75,000.00
	TOTAL (Items 1 - 79)				\$ 4,775,774.55		\$ 5,307,728.62		\$ 5,338,788.00		\$ 5,372,977.05		\$ 5,570,475.68		\$ 5,623,184.58		\$ 6,522,140.05		\$ 5,239,187.00
% BELOW/ABOVE ENGINEER'S ESTIMATE				-8.8%				1.3%				1.9%				2.6%			
																6.3%			
																7.3%			
																24.5%			

BID SUMMARY 2025 WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/06/25	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Winninger Excavating, Inc. 8845 Schoger Drive Naperville, IL 60564	J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL 60188	Performance Construction & Engineering, LLC 217 W. John Street Plano, IL 60545
TOTAL BID	\$5,239,187.00	\$4,775,774.55	\$5,307,728.62	\$5,338,788.00
ADDENDUM NO. 1		X	X	X
BID BOND		X	X	X
ATTENDED PRE-BID MEETING		X	X	X
SIGNED BID		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/06/25	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL 60545	Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL 60901	D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416	Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120
TOTAL BID	\$5,372,977.05	\$5,570,475.68	\$5,623,184.58	\$6,522,140.05
ADDENDUM NO. 1	X	X	X	X
BID BOND	X	X	X	X
ATTENDED PRE-BID MEETING	X	X	X	X
SIGNED BID	X	X	X	X



Engineering Enterprises, Inc.

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

DATE: APRIL 2024
 PROJECT NO.: YO2427
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\1
 FILE: YO2427_2025 Water Main Replacement Attachment E.MXD

2025 WATER MAIN REPLACEMENT ATTACHMENT D





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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-17

Agenda Item Summary Memo

Title: Agreement for Land Acquisition Consulting Services - Mathewson

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 5/14/24 Action Taken: Resolution was passed and agreement was approved.

Item Number: CC 2024-36

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 13, 2025
Subject: Supplemental agreement for Land Acquisition Consulting Services - Mathewson

Summary

Consideration of a supplemental agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

Background

The City Council last discussed this item at the May 14, 2024 meeting, when the City approved an agreement with the Mathewson Co. for acquisition of 9 properties at a services cost of \$162,250 (i.e. no land purchase costs are included in that figure). Since that meeting, EEI has proceeded with Route 126 watermain design work and determined the City needs to acquire an additional three parcels. This supplemental agreement covers the work needed by Mathewson Co. to acquire the three parcels.

The supplemental agreement cost is \$45,000, which would bring the total Mathewson agreement cost to \$207,250. This figure was not contemplated in the original FY 25 budget, but it can be absorbed within the water fund without a budget amendment.

Recommendation

Staff recommends approval of the agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING SUPPLEMENT NO. 1 TO THE AGREEMENT FOR LAND ACQUISITION CONSULTING SERVICES WITH MATHEWSON RIGHT OF WAY COMPANY

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

WHEREAS, the City and Mathewson Right of Way Company entered into a contract for land acquisition services related to the Lake Michigan Water System Improvement Project (the "*Project*") on May 17, 2024 (the "Original Contract"). The scope of services in the Original Contract provided for land acquisition services to be performed on nine (9) parcels of property for a not to exceed fee of \$162,250.00; and

WHEREAS, the Project now requires the acquisition of 12 parcels of property (3 additional parcels); and

WHEREAS, the Mathewson Right of Way Company has submitted Supplement No. 1 to the City in the form attached as EXHIBIT A for the services required in connection with the three additional parcels; and

WHEREAS, the City finds Supplement No. 1 from Mathewson Right of Way Company to be satisfactory for the additional land acquisition consulting services to be provided.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That *Supplement No. 1 to the Agreement for Land Acquisition Consulting Services*, by and between the United City Of Yorkville and Mathewson Right of Way Company, attached hereto as Exhibit A and made a part hereof by this reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2025.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2025.

MAYOR

Attest:

CITY CLERK

**SUPPLEMENT NO. 1
LAND ACQUISITION CONSULTING SERVICES**

**UNITED CITY OF YORKVILLE
LAKE MICHIGAN WATER SYSTEM IMPROVEMENT PROJECT**

1. The United City of Yorkville and Mathewson Right of Way Company entered into a contract for land acquisition services related to the Lake Michigan Water System Improvement Project on May 17, 2024 (herein known as "Original Contract"). The scope of services in the Original Contract provided for land acquisition services to be performed on nine (9) parcels for a not to exceed fee of \$162,250.00.
2. The project now contemplates the acquisition of 12 parcels (3 additional parcels).
3. The services provided by Mathewson Right of Way Company under this Supplement shall be compensated as provided in the attached EXHIBIT B-1 (same rates as Original Contract). This Supplement has a not to exceed fee of \$45,000.00.
4. The sum total fees for all services for the Original Contract and Supplement shall not exceed \$207,250.00.
5. All other provisions of the Original Contract remain in effect.

Submitted this 18th day of December, 2024.

MATHEWSON RIGHT OF WAY COMPANY

By: 

Mark D. Mathewson
President

Accepted this ____ day of _____, 2024.

United City of Yorkville

By: _____

EXHIBIT B-1
UNITED CITY OF YORKVILLE
LAKE MICHIGAN WATER SYSTEM IMPROVEMENT PROJECT
Supplemental Land Acquisition Scope and Budget

Version 1.0
 Prepared DECEMBER 18, 2024
 Prepared by: MDM

Acquisition Type/Category	Note	Appraisal Count	Negotiation Count	Appraisal	Review	Negotiation	Closing	Unit	Extension
Private									
Non-Complex Private	1	3	3	\$4,500.00	\$2,000.00	\$5,000.00	\$1,500.00	\$13,000.00	\$39,000.00
Direct Expenses	2	3		\$2,000.00					\$6,000.00
Total									\$45,000.00

Notes:

1. Non-Complex Private Parcels shall exclude railroad, utility and government agency owned properties.
2. Direct Expenses shall include all closing costs for parcels with a total compensation of under \$100,000.00. Any parcel acquired with a compensation in excess of \$100,000.00 shall be acquired through escrow and the associated closing costs shall be included as a "property cost" and paid directly by Client through the title company closing. All fees assume title work provided by Wheatland Title Company.



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-36

Agenda Item Summary Memo

Title: Agreement for Land Acquisition Consulting Services - Mathewson

Meeting and Date: City Council – May 14, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 8, 2024
Subject: Agreement for Land Acquisition Consulting Services - Mathewson

Summary

Consideration of an agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

Background

The City will be responsible for acquiring a water tower site near Route 71 and 126 for the upcoming Lake Michigan water supply project, as well as several easements throughout town for watermain extensions associated with the same project. These properties and easements must be acquired under federal land acquisition procedures to maintain WIFIA loan eligibility for the related expenses. The City does not have anyone on staff or within our existing consultant pool that is qualified for federal land acquisition processes. Accordingly, our staff and EEI reached out to various consultants used on area projects, including the DuPage Water Commission's (DWC) current engineering efforts, and have recommended Mark Mathewson of Mathewson Right of Way Company.

Mark is currently working on the DWC's land acquisition efforts and is agreeing to a unit price in line with the DWC contract. In general, the contract covers everything from initial point of contact, acquisition negotiations, surveys, and closing costs. The contract cost of \$162,250 is included in the FY 25 budget within the water fund. The exact locations of the properties and easements are not being disclosed due to confidentiality concerns, and because the exact routes of the watermain are not final and may change.

Recommendation

Staff recommends approval of the agreement for federal land acquisition process consulting services with Mathewson Right of Way Company.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING AN
AGREEMENT FOR LAND ACQUISITION CONSULTING SERVICES WITH
MATHEWSON RIGHT OF WAY COMPANY**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

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

WHEREAS, the City requires the assistance of a consultant in the acquisition of property required for the construction of certain water infrastructure improvements; and

WHEREAS, the City's engineering consultant, Engineering Enterprises, Inc., has obtained a proposal for said consulting services from Mathewson Right of Way Company, an Illinois Corporation; and

WHEREAS, the City finds Mathewson Right of Way Company's proposal to be satisfactory and wishes to enter into an agreement with Mathewson Right of Way Company for land acquisition consulting services.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the *Agreement for Land Acquisition Consulting Services*, by and between the City and Mathewson Right of Way Company, attached hereto as Exhibit A and made a part

hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

Attest:

CITY CLERK

**AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES**

**United City of Yorkville
Lake Michigan Water System Improvement Project**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and the United City of Yorkville, a municipal corporation, whose address is 651 Prairie Pointe Drive, Yorkville, Illinois 60560 (CLIENT.)

MROWCO shall provide consulting services on behalf of the CLIENT for the acquisition of certain real estate interests required for the construction of the Lake Michigan Water System Improvement Project (PROJECT).

MROWCO shall perform the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

CLIENT shall compensate MROWCO for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The initial total amount of compensation authorized by this agreement is not to exceed \$162,250.00; from time to time CLIENT and MROWCO may agree to increase the total authorized compensation by Supplement Agreement as provided herein.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 3rd day of May, 2024.

Accepted this ____ day of _____, 2024.

Mathewson Right of Way Company

United City of Yorkville

By: _____

Mark D. Mathewson
President

By: _____

Bart Olson
City Administrator

EXHIBIT A: SCOPE OF SERVICES

MROWCO agrees to perform, at the direction of CLIENT, the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM, to the extent not inconsistent with direction from any other relevant agency.

APPRAISALS and COMPARABLE SALES BOOK

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM and Yellow Book.

MROWCO shall provide a copy of an appraisal of each parcel to be submitted to the CLIENT for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by CLIENT and its other consultants.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CLIENT or its consultants. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order. Appraisal updates or revisions shall be compensated as provided in Exhibit B.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CLIENT or its trial counsel and shall be paid for outside of this contract.

MROWCO staff assists in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM and Yellow Book. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales book is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CLIENT. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order. Updates or Revisions to Appraisal Review Certifications shall be compensated as provided in Exhibit B.

MROWCO staff assists in the preparation of review appraisal work.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CLIENT's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CLIENT must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire

the parcel in the Negotiator's Report. Said report shall be available to the CLIENT as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPP. Administrative settlements will be determined by the CLIENT on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The CLIENT may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the CLIENT's Trial Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CLIENT reserves the right to require MROWCO to make a reasonable number of additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CLIENT. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CLIENT, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CLIENT due to new parcel information supplied by the CLIENT to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order. Additional Negotiation Services shall be compensated as provided in Exhibit B.

CLOSINGS

MROWCO shall attend or otherwise supervise the actual closing of each acquired parcel. Closings may require an escrow transaction and in all cases MROWCO will coordinate the closings through and in accordance with any direction from CLIENT's legal counsel.

PROJECT MANAGEMENT

MROWCO shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the CLIENT and MROWCO and coordinate all daily project activities of MROWCO.
- Understand the scope of work for each work order and the associated deadlines/timeframes the CLIENT needs to meet.
- Assist CLIENT in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the CLIENT and MROWCO.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPPM and the Relocation Assistance and Real Property Acquisition Act (Uniform Act).
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.

EXHIBIT B: COMPENSATION AND INVOICING

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the attached EXHIBIT B-1.

The sum total of all services provided for in this AGREEMENT shall not exceed the amount noted on page 1 of this Agreement.

Direct Expenses, except as otherwise provided, shall include later date title charges, document copy fees, partial release fees, trustee fees, Title Insurance, Escrow closing fees, recording and other closing costs imposed by the title company.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

All services shall be invoiced approximately monthly.

Appraisal Fees shall be invoiced when the initial appraisal report is delivered to the Reviewer.

The Appraisal Review fee shall be invoiced when the completed Appraisal and Review are delivered to the client.

The Negotiation fee shall be invoiced at 50% when the offer is made and the balance when agreement is reached with the owner or when the matter is referred to condemnation.

The Closing fee shall be invoiced when the matter is closed and the property owner has been paid.

Direct expenses shall be invoiced approximately monthly as they are incurred.

From time to time, if MROWCO and CLIENT agree to expand the scope of work to include additional parcels or expand the scope to include additional services, said agreement shall be memorialized by the execution of a Supplement Agreement form referencing this Agreement and except to the extent modified by said Supplement Agreement the terms of this Agreement shall control.

EXHIBIT B-1
UNITED CITY OF YORKVILLE
LAKE MICHIGAN WATER SYSTEM IMPROVEMENT PROJECT
Land Acquisition Scope and Budget

Version 1.0
 Prepared APRIL 17, 2024
 Prepared by: MDM

DRAFT ONLY FOR DISCUSSION PURPOSES

Acquistion Type/Category	Note	Appraisal Count	Negotiation Count	Appraisal	Review	Negotiation	Closing	Unit	Extension
Private									
Non-Complex Private	1	9	9	\$4,500.00	\$2,000.00	\$5,000.00	\$1,500.00	\$13,000.00	\$117,000.00
Totals		9	9						\$117,000.00
Project Management		Hours/Units		Rate	Extension				
Attorney		25 hours		\$350.00	\$8,750.00				
Staff		15 hours		\$250.00	\$3,750.00				
					\$12,500.00				
Sub Total Net of Direct Expense and Contingency									\$129,500.00
Direct Expenses	2	9	\$2,000.00						\$18,000.00
									\$147,500.00
Additional Appraisal, Appraisal Review and Negotiation Contingency		3	10%						\$14,750.00
Total									\$162,250.00

- Notes:**
- 1 Non-Complex Private Parcels shall exclude railroad, utility and government agency owned properties.
 - 2 Direct Expenses shall include all closing costs for parcels with a total compensation of under \$100,000.00. Any parcel acquired with a compensation in excess of \$100,000.00 shall be acquired through escrow and the associated closing costs shall be included as a "property cost" and paid directly by Client through the title company closing. All fees assume title work provided by Wheatland Title Company.
 - 3 To be used as needed.

EXHIBIT C: TERMS AND CONDITIONS

1. Parcels

CLIENT shall provide MROWCO with relevant plats of survey or plats of easement, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the improvement but which are not considered as part of the improvement right of way, all of which are under the same ownership involving a complete contiguous parcel.

2. Termination

CLIENT may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the CLIENT; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by the CLIENT accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to CLIENT prior to the date of said termination.

3. Project Materials

- a. It is understood and agreed that the CLIENT shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to the CLIENT. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to the CLIENT. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of the CLIENT when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the CLIENT. MROWCO's parcel files shall be available for inspection or review of its contents by the CLIENT, or the personnel of any relevant agency possessing jurisdiction at any time.
- b. Electronic copies shall be provided unless the CLIENT requests to the contrary.
- c. CLIENT shall as soon as practicable direct MROWCO as to its preferred disposition of original documents.

4. Records Preservation

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the CLIENT Auditor; and MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials.

5. Consultant Certifications and Representations

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the CLIENT under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
 - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the CLIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the CLIENT accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the CLIENT shall have the right to annul this AGREEMENT without liability.

7. Indemnity

MROWCO will indemnify and hold harmless the CLIENT from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

8. Insurance

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property

Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

The CLIENT shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. The CLIENT shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by the CLIENT shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

The CLIENT shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

11. Transferability

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the CLIENT accepting this AGREEMENT.

12. Execution of AGREEMENT

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by the CLIENT or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (III. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Right of Way Company

Printed Name of Organization

Signature of Authorized Representative

Mark D. Mathewson, President

Printed Name and Title

Requisition/Contract/Grant
ID Number

May 3, 2024

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

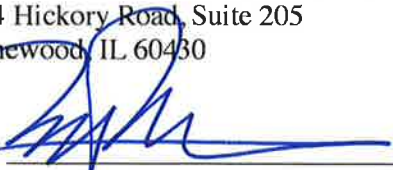
- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Right of Way Company
2024 Hickory Road, Suite 205
Homewood, IL 60430

By:


Mark D. Mathewson, President

May 3, 2024

FEIN: 20-3870734

Telephone: (312) 676-2900

For the **LPA**:

United City of Yorkville

By:

LPA Representative

Date:

Resolution No. 2024-25

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING AN
AGREEMENT FOR LAND ACQUISITION CONSULTING SERVICES WITH
MATHEWSON RIGHT OF WAY COMPANY**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

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

WHEREAS, the City requires the assistance of a consultant in the acquisition of property required for the construction of certain water infrastructure improvements; and

WHEREAS, the City's engineering consultant, Engineering Enterprises, Inc., has obtained a proposal for said consulting services from Mathewson Right of Way Company, an Illinois Corporation; and

WHEREAS, the City finds Mathewson Right of Way Company's proposal to be satisfactory and wishes to enter into an agreement with Mathewson Right of Way Company for land acquisition consulting services.

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


Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. That the *Agreement for Land Acquisition Consulting Services*, by and between the City and Mathewson Right of Way Company, attached hereto as Exhibit A and made a part

hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

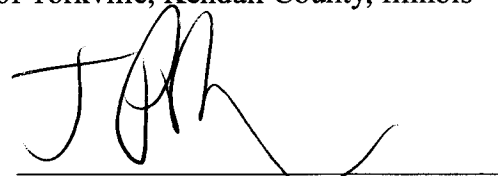
Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 14th day of May, A.D. 2024.


CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVAR TARULIS	AYE	RUSTY CORNEILS	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 17th day of May, A.D. 2024.


MAYOR

Attest:


CITY CLERK

**AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES**

**United City of Yorkville
Lake Michigan Water System Improvement Project**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and the United City of Yorkville, a municipal corporation, whose address is 651 Prairie Pointe Drive, Yorkville, Illinois 60560 (CLIENT.)

MROWCO shall provide consulting services on behalf of the CLIENT for the acquisition of certain real estate interests required for the construction of the Lake Michigan Water System Improvement Project (PROJECT).

MROWCO shall perform the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

CLIENT shall compensate MROWCO for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The initial total amount of compensation authorized by this agreement is not to exceed \$162,250.00; from time to time CLIENT and MROWCO may agree to increase the total authorized compensation by Supplement Agreement as provided herein.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 3rd day of May, 2024.

Accepted this 17th day of May, 2024.

Mathewson Right of Way Company

United City of Yorkville

By: _____

Mark D. Mathewson
President

By: _____

Bart Olson
City Administrator

EXHIBIT A: SCOPE OF SERVICES

MROWCO agrees to perform, at the direction of CLIENT, the following services:

1. Project Management
2. Appraisal
3. Appraisal Review
4. Negotiation
5. Closing
6. Direct Expenses

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM, to the extent not inconsistent with direction from any other relevant agency.

APPRAISALS and COMPARABLE SALES BOOK

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM and the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM and Yellow Book.

MROWCO shall provide a copy of an appraisal of each parcel to be submitted to the CLIENT for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by CLIENT and its other consultants.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the CLIENT or its consultants. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order. Appraisal updates or revisions shall be compensated as provided in Exhibit B.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the CLIENT or its trial counsel and shall be paid for outside of this contract.

MROWCO staff assists in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM and Yellow Book. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales book is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the CLIENT. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order. Updates or Revisions to Appraisal Review Certifications shall be compensated as provided in Exhibit B.

MROWCO staff assists in the preparation of review appraisal work.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the CLIENT's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the CLIENT must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire

the parcel in the Negotiator's Report. Said report shall be available to the CLIENT as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CLIENT on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The CLIENT may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the CLIENT's Trial Attorney's Office to proceed with preparation of a condemnation petition. In any case, the CLIENT reserves the right to require MROWCO to make a reasonable number of additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CLIENT. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CLIENT, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the CLIENT due to new parcel information supplied by the CLIENT to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order. Additional Negotiation Services shall be compensated as provided in Exhibit B.

CLOSINGS

MROWCO shall attend or otherwise supervise the actual closing of each acquired parcel. Closings may require an escrow transaction and in all cases MROWCO will coordinate the closings through and in accordance with any direction from CLIENT's legal counsel.

PROJECT MANAGEMENT

MROWCO shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the CLIENT and MROWCO and coordinate all daily project activities of MROWCO.
- Understand the scope of work for each work order and the associated deadlines/timeframes the CLIENT needs to meet.
- Assist CLIENT in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the CLIENT and MROWCO.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPPM and the Relocation Assistance and Real Property Acquisition Act (Uniform Act).
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.

EXHIBIT B: COMPENSATION AND INVOICING

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the attached EXHIBIT B-1.

The sum total of all services provided for in this AGREEMENT shall not exceed the amount noted on page 1 of this Agreement.

Direct Expenses, except as otherwise provided, shall include later date title charges, document copy fees, partial release fees, trustee fees, Title Insurance, Escrow closing fees, recording and other closing costs imposed by the title company.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

All services shall be invoiced approximately monthly.

Appraisal Fees shall be invoiced when the initial appraisal report is delivered to the Reviewer.

The Appraisal Review fee shall be invoiced when the completed Appraisal and Review are delivered to the client.

The Negotiation fee shall be invoiced at 50% when the offer is made and the balance when agreement is reached with the owner or when the matter is referred to condemnation.

The Closing fee shall be invoiced when the matter is closed and the property owner has been paid.

Direct expenses shall be invoiced approximately monthly as they are incurred.

From time to time, if MROWCO and CLIENT agree to expand the scope of work to include additional parcels or expand the scope to include additional services, said agreement shall be memorialized by the execution of a Supplement Agreement form referencing this Agreement and except to the extent modified by said Supplement Agreement the terms of this Agreement shall control.

EXHIBIT B-1
UNITED CITY OF YORKVILLE
LAKE MICHIGAN WATER SYSTEM IMPROVEMENT PROJECT
Land Acquisition Scope and Budget

Version 1.0
 Prepared APRIL 17, 2024
 Prepared by: MDM

DRAFT ONLY FOR DISCUSSION PURPOSES

Acquisition Type/Category	Note	Appraisal Count	Negotiation Count	Appraisal	Review	Negotiation	Closing	Unit	Extension
Private									
Non-Complex Private	1	9	9	\$4,500.00	\$2,000.00	\$5,000.00	\$1,500.00	\$13,000.00	\$117,000.00
Totals		9	9						\$117,000.00
Project Management		Hours/Units		Rate	Extension				
Attorney		25 hours		\$350.00	\$8,750.00				
Staff		15 hours		\$250.00	\$3,750.00				
					\$12,500.00				
					\$12,500.00				
Sub Total Net of Direct Expense and Contingency									\$129,500.00
Direct Expenses	2	9	\$2,000.00						
									\$18,000.00
									\$147,500.00
Additional Appraisal, Appraisal Review and Negotiation Contingency	3	10%							
									\$14,750.00
Total									\$162,250.00

EXHIBIT C: TERMS AND CONDITIONS

1. Parcels

CLIENT shall provide MROWCO with relevant plats of survey or plats of easement, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the improvement but which are not considered as part of the improvement right of way, all of which are under the same ownership involving a complete contiguous parcel.

2. Termination

CLIENT may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the CLIENT; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by the CLIENT accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to CLIENT prior to the date of said termination.

3. Project Materials

- a. It is understood and agreed that the CLIENT shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to the CLIENT. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to the CLIENT. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of the CLIENT when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the CLIENT. MROWCO's parcel files shall be available for inspection or review of its contents by the CLIENT, or the personnel of any relevant agency possessing jurisdiction at any time.
- b. Electronic copies shall be provided unless the CLIENT requests to the contrary.
- c. CLIENT shall as soon as practicable direct MROWCO as to its preferred disposition of original documents.

4. Records Preservation

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the CLIENT Auditor; and MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials.

5. Consultant Certifications and Representations

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the CLIENT under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
 - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the CLIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the CLIENT accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the CLIENT shall have the right to annul this AGREEMENT without liability.

7. Indemnity

MROWCO will indemnify and hold harmless the CLIENT from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

8. Insurance

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property

Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

The CLIENT shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. The CLIENT shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by the CLIENT shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

The CLIENT shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

11. Transferability

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the CLIENT accepting this AGREEMENT.

12. Execution of AGREEMENT

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by the CLIENT or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Right of Way Company

Printed Name of Organization


Signature of Authorized Representative

Requisition/Contract/Grant
ID Number

Mark D. Mathewson, President

Printed Name and Title

May 3, 2024

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Right of Way Company
2024 Hickory Road, Suite 205
Homewood, IL 60430

By: 
Mark D. Mathewson, President


May 3, 2024

FEIN: 20-3870734

Telephone: (312) 676-2900

For the **LPA**:

United City of Yorkville

By: 
LPA Representative

Date: May 17, 2024



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

Agenda Item Number

New Business #7

Tracking Number

PW 2025-18

Agenda Item Summary Memo

Title: Northland Lane Parking Restrictions – Discussion

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 13, 2025
Subject: Northland Lane Parking Restrictions

Summary

Consideration of moving the parking restrictions on Northland Lane adjacent to Cannonball Ridge Park from the west side of the street to the east side of the street.

Background

This item was last discussed in August 2014, when the City Council implemented parking restrictions near Cannonball Ridge Park to address double-sided parking concerns (packet materials attached). Since then, the City Council has approved the Heartland Meadows West development, which will restrict parking on the east side of the street through conflicts with new driveways. During some of the public meetings on the matter, discussion included whether the City should swap the parking restriction from the west side of the street to the east side of the street (with the intent being a net increase in parking spaces). At time of packet creation, an analysis of the number of new parking spaces is not available.

If the City Council wishes to consider a parking restriction swap in this area, staff will need direction on whether we want to do a public input process by inviting nearby property owners to a future PW committee meeting to discuss this proposed restriction, or whether this item will be directly voted on and implemented.

Recommendation

Staff requests feedback and discussion from the committee.



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

Agenda Item Number

CA #10

Tracking Number

CC 2014-60

Agenda Item Summary Memo

Title: Parking Restrictions Near Cannonball Ridge Park

Meeting and Date: City Council – August 26, 2014

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 14, 2014
Subject: Parking Restrictions near Cannonball Ridge Park

Summary

Consideration of an ordinance restricting parking on the north side of Western Avenue opposite the park, the west side of Northland Lane (nearest to the park), and the north side of Blackberry Shore Lane (nearest to the park)..

Background

This item was last discussed by the City Council at the June 24 meeting. At that meeting, the City Council directed City staff to send letters to residents adjacent to the proposed parking restriction, inviting them to a future Public Works Committee meeting. A sample letter is attached.

Staff has received one phone call from a resident prior to the meeting. That resident objected to the restrictions on Blackberry Shores Ln and Northland Ln. He felt that the danger from pedestrians crossing the street was far greater than preserving fire hydrant access. He said that he was going to email the committee members individually. Residents may be in attendance at the meeting to provide feedback in person.

Recommendation

Staff recommends approval of the ordinance.



United City of Yorkville

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

August 8, 2014



Dear [REDACTED]

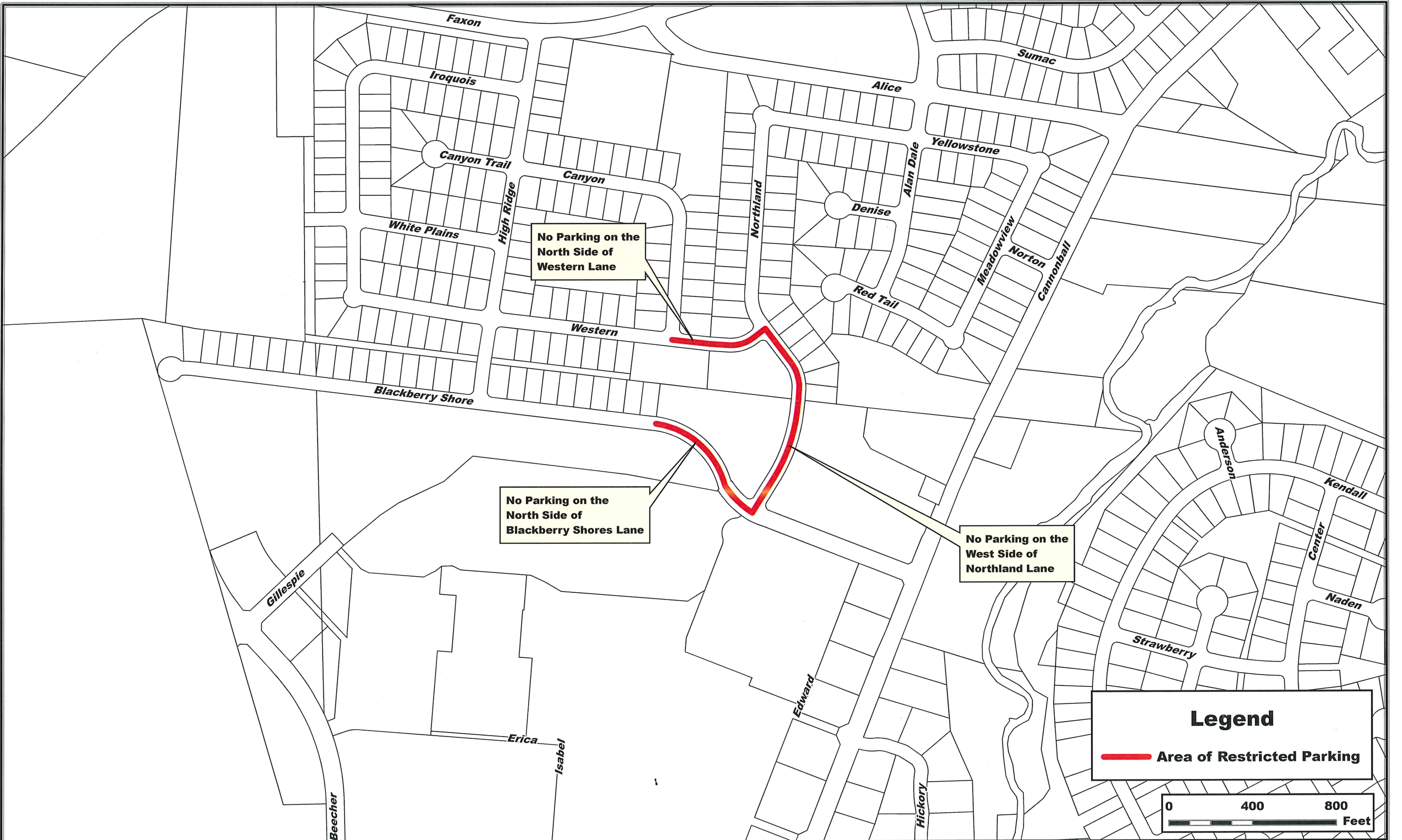
The City of Yorkville is currently proposing a parking restriction on north side of Western Avenue between Canyon Trail and Northland Lane, on the west side of Northland Lane between Western Avenue and Blackberry Shore Lane, and on the north side of Blackberry Shore Lane between Northland Lane and the western edge of the Cannonball Ridge Park. This restriction would eliminate on street parking on the designated side of the mentioned road at all times, every day. Individuals would still be permitted to park on the opposite side of each respective street in the sections indicated.

This parking restriction is being proposed in response to resident initiated public safety concerns over vehicular and pedestrian movement originating from park uses. Vehicles parked on both sides of these streets causes visual obstructions making pedestrian movements more dangerous than one-sided parking. Also, double sided parking limits emergency vehicle maneuvers. Finally, fire hydrants are located on the same side of the street as the proposed restrictions. Restricting parking in those areas will ensure unfettered access to hydrants in an emergency situation.

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

Sincerely,

Mayor Gary J. Golinski



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

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

NO.	DATE			REVISIONS	

DATE:	JUNE 2014
PROJECT NO.:	YO1402
PATH:	H:/GIS/PUBLIC/YORKVILLE/2014/
FILE:	YO1402-CANNONBALLRIDGE.PARKING.MXD

CANNONBALL RIDGE PARKING
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

LOCATION MAP



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

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

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

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

BLACKBERRY SHORE LANE

A “no parking” zone shall be created on the north side of Blackberry Shore Lane from just east of 901 Blackberry Shore Lane to Northland Lane.

NORTHLAND LANE

A “no parking” zone shall be created on the west side of Northland Lane from Blackberry Shore Lane to Western Avenue

WESTERN AVENUE

A “no parking” zone shall be created on the north side of Western Avenue from Canyon Trail to Northland Lane

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

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2014.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
ROSE ANN SPEARS _____

KEN KOCH _____
LARRY KOT _____
JOEL FRIEDERS _____
DIANE TEELING _____

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

MAYOR



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

Agenda Item Number

New Business #8

Tracking Number

PW 2025-19

Agenda Item Summary Memo

Title: Cannonball Trail Path – Discussion

Meeting and Date: Public Works Committee – February 18, 2025

Synopsis: A discussion will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:
