



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, May 20, 2025
6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: April 15, 2025

New Business:

1. PW 2025-45 Quarterly Bond and Letter of Credit Reduction Summary
2. PW 2025-46 Capital Improvement Projects Update
3. PW 2025-47 Traffic Studies
4. PW 2025-48 Resolution Approving the Release of a Performance Guarantee Bond
Related to Grande Reserve Unit 8
5. PW 2025-49 Resolution Approving a Change Order Relating to the Bluestem Water
Main Replacement Project
6. PW 2025-50 South Receiving Station Standpipe – Contract Award
7. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(South Receiving Station Standpipe – Construction)
8. PW 2025-52 2025 Road to Better Roads Program – Contract Award
9. PW 2025-53 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Road to Better Roads Program – Construction Engineering)
10. PW 2025-54 Faxon Road and Beecher Road Reconstruction – Contract Award
11. PW 2025-55 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Faxon Road and Beecher Road Reconstruction – Construction Engineering)
12. PW 2025-56 Resolution Approving a Second Change Order Relating to the Southern
Sanitary Sewer Connection
13. PW 2025-57 BNSF Railway Company License Agreements
 - a. Southern Sanitary Sewer Connection
 - b. Eldamain Water Main Loop South
14. PW 2025-58 Resolution Approving a Change Order Relating to Well No. 9 Emergency Repairs
15. PW 2025-59 Resolution Authorizing the Purchase of a Replacement Generator for the
Blackberry North Lift Station, in an Amount Not to Exceed \$73,464

16. PW 2025-60 Weight Restrictions on Neighborhood Roads – Cannonball Estates and Kylyn's Ridge Subdivisions

Old Business:

1. PW 2025-18 Northland Lane Parking Restrictions – Discussion
2. PW 2025-33 Pavement Management Study – 5 Year Plan

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, May 20, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. April 15, 2025

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

NEW BUSINESS:

1. PW 2025-45 Quarterly Bond and Letter of Credit Reduction Summary

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

2. PW 2025-46 Capital Improvement Projects Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-47 Traffic Studies

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-48 Resolution Approving the Release of a Performance Guarantee Bond
Related to Grande Reserve Unit 8

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2025-49 Resolution Approving a Change Order Relating to the Bluestem Water
Main Replacement Project

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2025-50 South Receiving Station Standpipe – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(South Receiving Station Standpipe – Construction)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2025-52 2025 Road to Better Roads Program – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2025-53 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Road to Better Roads Program – Construction Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2025-54 Faxon Road and Beecher Road Reconstruction – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2025-55 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Faxon Road and Beecher Road Reconstruction – Construction Engineering)

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

12. PW 2025-56 Resolution Approving a Second Change Order Relating to the Southern
Sanitary Sewer Connection

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

13. PW 2025-57 BNSF Railway Company License Agreements

a. Southern Sanitary Sewer Connection

- ☐ Approved by Committee _____
- ☐ Bring back to Committee _____
- ☐ Informational Item

b. Eldamain Water Main Loop South

- ☐ Approved by Committee _____
- ☐ Bring back to Committee _____
- ☐ Informational Item

☐ Notes _____

14. PW 2025-58 Resolution Approving a Change Order Relating to Well No. 9 Emergency Repairs

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

15. PW 2025-59 Resolution Authorizing the Purchase of a Replacement Generator for the
Blackberry North Lift Station, in an Amount Not to Exceed \$73,464

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

16. PW 2025-60 Weight Restrictions on Neighborhood Roads - Cannonball Estates and Kylyn's Ridge Subdivisions

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

OLD BUSINESS:

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

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

2. PW 2025-33 Pavement Management Study – 5 Year Plan

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

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – April 15, 2025

Meeting and Date: Public Works Committee – May 20, 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:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, April 15, 2025, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Vice-Chairman Craig Soling
Alderman Matt Marek

Alderman Rusty Corneils via Zoom

Absent: Alderman Ken Koch

Other City Officials

City Administrator Bart Olson

Engineer Brad Sanderson, EEI

Assistant Public Works Director John Sleezer

Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse

Other Guests: None

The meeting was called to order at 6:00pm by Vice- Chairman Craig Soling.

Citizen Comments: None

Previous Meeting Minutes: March 18, 2025

The minutes were approved as presented.

New Business:

1. PW 2025-36 MFT Supplemental Resolution – Bulk Rock Salt

Mr. Dhuse said this is the yearly appropriation of funds for the purchase of salt for the '25-'26 winter season. Last month the authority to purchase was approved. This moves to the consent agenda.

2. PW 2025-37 Vegetation Management Contract

This contract is an expansion of work done last year at the Riverwalk, said Mr. Dhuse. Encap was hired to control vegetation along the river bank, island and canoe chute. He would like to extend this coverage to include the FS property and Van Emmon Activity Center hillside. It is a 3-year contract and this is a sole source bid since no other bids had been received in the first year. He said the first year is the most expensive and after that it is just maintenance. Alderman Corneils asked what the service included. Encap will spray for weeds, eliminate the willow trees by the river bank and maintenance. This will move to the regular agenda.

***3. PW 2025-38 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Yorkville Public Works Building – Construction Engineering)***

Construction is underway and EEI would assist in the construction inspection process and insure the contractor is doing the job properly, said Mr. Dhuse. He does not have the manpower to undertake this. This will move to the regular agenda.

Items #4 through #8 were discussed simultaneously since they are all related.

4. *PW 2025-39 IEPA Low Interest Loan Summary and Update – North Receiving Station and Northwest Elevated Water Storage Tank Bid Results and Loan Recommendation*

5. *PW 2025-40 Northwest Elevated Water Storage Tank - Notice of Intent to Award*

6. *PW 2025-41 Resolution Approving an Engineering Agreement with Engineering Enterprises, inc. (Northwest Elevated Water Storage Tank - Construction)*

7. *PW 2025-42 North Receiving Station – Notice of Intent to Award*

8. *PW 2025-43 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (North Receiving Station – Construction Engineering)*

Mr. Sanderson said bids were received and the receiving station and tank in item #4 are the first 2 major projects of the Lake Michigan connection. The receiving station is the inlet from DuPage Water Commission. He explained how the tank and receiving station work. The tank holds 2 million gallons (original size was 1.5 million) due to anticipated growth including data centers and it requires 24" pipe. Mr. Sanderson said EEI has worked on 3 similar projects recently and all had increases due to prices in the construction industry due to an abundance of work right now, lack of mechanical contractors, lack of contractors who can install large pipes and few electrical contractors. Contractors are also concerned about the long construction time and the length of time before a contract is awarded in addition to current tariffs, the uncertain world situation and the possibility of losing money.

He said the tank came in higher and the size was also increased. The cost of both projects is higher than the IEPA loan amount. IEPA was contacted about additional money and they suggested the documents be modified to seek additional funds. If the committee is OK with that, it would be forwarded to the City Council and Mr. Fredrickson is working on documentation for additional funds. If funds could not be obtained, amounts over could be eligible for WIFIA. It was recommended to accept the low bid as well as the sole source bid.

Alderman Soling asked if prices could go down if tariffs, etc. change. Mr. Sanderson said a Change Order could be initiated. Alderman Marek asked about the difference in interest rates between IEPA and WIFIA loans. The rates are approximately 2% for WIFIA and 4-3/4% for IEPA.

Mr. Dhuse said the northwest elevated tank had one bidder. The construction engineering agreement is for \$395,405 and split over 2 years. Any increase could be budgeted. He said it will be helpful to have EEI on site since the tank building is so specialized and technical. The second project is the receiving station which is more complicated. Costs are split over 3 fiscal years. The estimated cost is \$359,000 with \$48,000 in direct costs for a total of \$407,992. He said \$363,000 is budgeted over those 3 years, but adjustments will need to be made in the second and third year. EEI will also be on site for this project.

9. *PW 2025-44 Water Well No. 10 – Change Order No. 1 (Balancing)*

Mr. Sanderson said this phase of new well construction west of the high school is being completed and the contractor did test pumping. A Change Order for a decrease of \$78,000 is being recommended for approval. The next phase is site-related work which will be done over the summer. The well should be operational in 9-10 months. Mr. Dhuse added that the well at Bristol Ridge and Kennedy is being monitored after an electric issue that caused some damage. It will be monitored for 30 days. With committee approval, this moves to the consent agenda.

Old Business:

1. PW 2025-18 Northland Lane Parking Restrictions - Discussion

Mr. Olson summarized previous discussions and possible solutions for increased/safer parking. The existing parking spots on the east number 20-30. On the west side there would be 20 spaces. A cost estimate for nose-in, diagonal parking and 40 spaces is \$350,000. Parking spots closest to the outfield may be under-utilized due to the possibility of being hit by baseballs unless netting is installed. To decrease costs, Mr. Dhuse suggested the vulnerable spots could be omitted. This project is not budgeted, so a budget amendment would be needed. Director of Parks Tim Evans will introduce this parking arrangement for future parks. Mr. Dhuse noted that Rice Park already has this and Prestwick is being done this way.

Alderman Marek asked about the field utilization as it is not used by Parks and Rec. It will be used each day until October and all fields are full so practices cannot be shifted. It was noted a new field will be added at Bridge Park.

It was decided to bring this back next month for more input and no action will be taken until the season is over.

2. PW 2025-34 Water Revenue Study - Presentation

This presentation will be tabled and made either next month at the committee level or at a future city Council meeting.

Additional Business:

Alderman Marek thanked Mr. Dhuse and his crews for quickly replacing burned out lights in the downtown.

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

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input 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 #1

Tracking Number

PW 2025-45

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary Through March 31, 2025

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 25, 2025
Subject: 2025 Bond/LOC Reduction Summary

Please see the attached reduction summary through March 31, 2025. If you have any questions, please let me know.

2025 Bond and Letter of Credit Reduction Report

[illegible]



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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-46

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 8, 2025
Subject: Capital Improvement Projects Update

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

Construction Projects

Well 10

The well construction portion of the project is complete. The site work is planned to begin in June.

YBSD/Center Street Water Main

This work is substantially complete.

Well No. 7 Electrical Improvements

A status meeting is planned for May 13th. An updated schedule will be provided at the meeting.

Eldamain Water Main Loop - North

The water main installation is nearing completion. The contractor is beginning to restore the project.

Eldamain Water Main Loop - South

The water main installation is approximately 40% complete.

Southern Sanitary Sewer Connection

The sewer installation is approximately 60% complete.

2025 Water Main Replacement

The project is working through IEPA loan finalization. The project is expected to start in July.

LM – North Receiving Station

The project is working through IEPA loan finalization. The project is expected to start in July.

LM – Northwest Elevated Water Storage Tank

The project is working through IEPA loan finalization. The project is expected to start in July.

LM – Bluestem Water Main Improvements

The project expected to begin construction in May and be complete by July.

Van Emmon Street STP

Construction is underway. Work is expected to be completed by mid-June.

2025 Local Road Program

Construction is underway. Work is expected to be substantially completed by July 4th.

Planning/Design Projects

WIFIA Loan Application

We are targeting a late-summer loan closing.

LM – South Receiving Station Standpipe

Bids will be reviewed at the May 20th PW Committee Meeting.

LM – South Receiving Station

The project is scheduled for a September letting.

LM – Rt 126 Water Main Improvements

The project is scheduled for a September letting.

Rt 47 Water Main Replacement – Water Park Way to Jericho

Design engineering is complete.

Rt 47 Water Main Replacement – Kennedy to Water Park Way

Design engineering is underway.

East Alley Water Main Replacement

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

2025 RTBR

Bids will be reviewed at the May 20th PW Committee Meeting.

Faxon and Beecher Road Improvements

Bids will be reviewed at the May 20th PW Committee Meeting.

Kennedy / Freedom Place Intersection Improvements

Land acquisition is in process.

Kennedy Road Improvements – Phase I

Design engineering has commenced.

Bertram Drive Improvements

Design engineering has commenced.

Cannonball Trail – Path Feasibility Study

Engineering has commenced.

Quiet Zones

Traffic counts have been collected. Meetings with Omnitrac have occurred. Meetings with the BNSF are being scheduled.



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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-47

Agenda Item Summary Memo

Title: Traffic Studies – East Spring and East Somonauk & Grande Reserve Traffic Control

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Traffic studies on Somonauk and Spring along with stop sign analysis on
Constitution and Berrywood.

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 5, 2025
Subject: Traffic Studies with Recommendations

Summary

Results of multiple traffic studies with recommendations.

Background

Per requests, traffic studies were completed on the following streets.

- East Spring and Colton
- East Spring and Liberty
- East Spring and Freemont
- East Somonauk and Bristol Ave
- East Somonauk and Liberty
- East Somonauk and Freemont

Per requests, stop sign analysis were performed at the following intersections:

- Grande Trail and Constitution Way
- Berrywood Lane and Lehman Crossing

East Spring and East Somonauk Traffic Study

The traffic study for East Spring and East Somonauk looked at accident history, traffic count, speed, and patterns at the intersections from McHugh to Colton. There is a detailed study from EEI that has been attached for your reference.

The recommendations of the study were as follows:

1. Colton and Spring – Clear the sight lines on the northeast corner of the intersection. If those cannot be cleared, a 4-way stop should be placed. The sight line was cleared, no need for the 4-way stops.
2. Liberty and Spring – No official recommendation. Staff is going to place “cross traffic does not stop” signs below existing stop signs as additional warning.
3. Freemont and Spring – No official recommendation. Staff is going to place “cross traffic does not stop” signs below existing stop signs as additional warning.
4. Somonauk and Liberty – Engineers recommend changing yield signs to stop signs. Staff will also add “cross traffic does not stop” signs below the new stop signs.

5. Somonauk and Freemont – No official recommendation. Staff will add “cross traffic does not stop” signs below the existing stop signs.
6. Somonauk and Bristol – No official recommendation. Staff will add “cross traffic does not stop” signs under the existing stop signs.

As an additional visual reminder, all intersections on Spring and Somonauk that will get stop bars striped when they perform the striping for the RTBR program.

Grande Trail /Constitution and Berrywood/Lehman Crossing Stop Analysis

We were asked to study both intersections to see if they warranted traffic control. EEI performed in-depth studies that are attached for your reference. The findings of the study are as follows:

Grande Trail and Constitution is currently an uncontrolled intersection. The study found that adding a stop sign on Constitution at Grande Trail is warranted. In addition, a stop bar and crosswalk will be added to Constitution as well. Finally, there will be school advanced crosswalk assemblies and school crosswalk assemblies added as well.

Berrywood and Lehman Crossing is currently an uncontrolled intersection. The study found that adding stop signs on Lehman Crossing at Berrywood is warranted. In addition, a crosswalk will be added on Berrywood to connect the trails.

Recommendation

Staff recommends implementing the recommendations of the engineering studies for these intersections.



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: April 7, 2025
Subject: East Somonauk Street and East Spring Street Traffic Control

As requested, we investigated the traffic patterns and intersections on East Somonauk Street and East Spring Street between Illinois 47 and McHugh Road. The following intersections were studied:

1. East Spring Street and Colton Street
2. East Spring Street and Liberty Street
3. East Spring Street and Freemont Street
4. East Somonauk Street and Liberty Street
5. East Somonauk Street and Freemont Street
6. East Somonauk Street and Bristol Street

Our findings for these intersections were as follows:

- All streets examined were designated as local roads. East Spring Street from Illinois Route 47 to McHugh Road is a designated through street.
- All intersections are currently stop-controlled on minor approaches with the exception of East Somonauk Street and Liberty Street. The East Somonauk Street and Liberty Street intersection is currently yield-controlled on the minor approaches.
- A "No Parking" zone exists on the north side of East Somonauk Street between Route 47 and Bristol Avenue and on the south side of East Somonauk Street between Route 47 and Colton Street. No other parking restrictions were observed.
- Limited sight distance was observed at the southeast corner of East Somonauk Street and Liberty Street and at the northeast and northwest corners of East Spring Street and Colton Street.
- School buses stop at several intersections; however, no safety or flow issues were observed.
- The United City of Yorkville Police Department reported the following accidents in the study area in the previous 36-month period:

Major Road	Minor Road	Number of Crashes
East Somonauk Street	Liberty Street	1
	Freemont Street	1
	N/A	1 - Sideswipe
McHugh Road	East Somonauk Street	3
	East Spring Street	2

- Crash records do not currently meet the number required to install a multi-way stop at any intersection, or a two-way stop at East Somonauk Street and Liberty Street.
- A one-week speed study conducted in 2021 and in 2025 resulted in the following data for the streets of East Somonauk and East Spring:

	East Somonauk Street (2021)	East Somonauk Street (2025)	East Spring Street (2025)
Posted Speed Limit	30 mph	30 mph	30 mph
Average Speed	30 mph	30 mph	33 mph
85 th Percentile Speed	35 mph	34 mph	38 mph
AADT (IDOT – 2019)	1150 vehicles	1150 vehicles	775 vehicles
AADT (EEI – 2021/2025)	959 vehicles	1068 vehicles	895 vehicles
Average AM Peak Volume	66 vehicles	76 vehicles	54 vehicles
Average PM Peak Volume	95 vehicles	102 vehicles	83 vehicles

- The observed bi-directional vehicle, bicycle, and pedestrian volume entering all intersections was less than that required for the 8-hour, multi-way stop warrant.
- **At this time, the intersection of East Somonauk Street and Liberty Street appears to be a good candidate for a two-way stop. A CROSS TRAFFIC DOES NOT STOP plaque should be used in combination with each new STOP sign on the Liberty Street approaches.**
- **At this time, the sight distance for southbound vehicles on Colton Street at East Spring Street is restricted by trees at the northeast and northwest corners. If the trees cannot be trimmed or removed to provide adequate sight distance, a multi-way stop would be warranted.**

The pages attached to this memorandum include existing and proposed traffic control exhibits, preliminary engineering study forms, intersection traffic counts, intersection sight distance photos, and the results of the 2025 and 2021 speed studies. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices.

Legend

-  Existing Stop Sign
-  Existing Traffic Signal
-  Existing Yield Sign
-  Proposed Stop Sign
-  Traffic Data Collector



Engineering Enterprises, Inc.




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

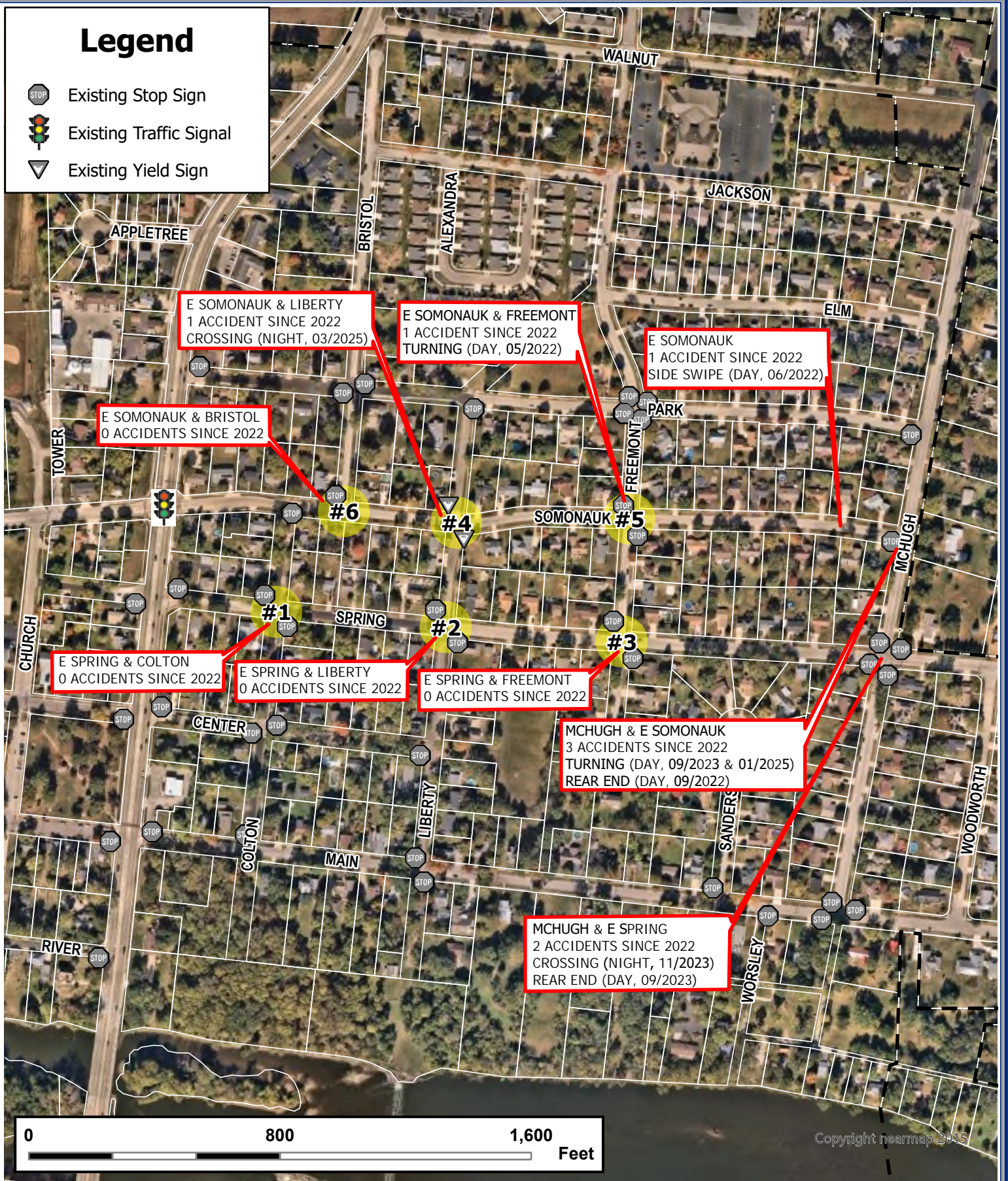
DATE:	APRIL 2025
PROJECT NO.:	YO1107
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1107-Spring and Somonauk.mxd

EXISTING SPRING STREET AND SOMONAUK STREET TRAFFIC CONTROL






Legend

-  Existing Stop Sign
-  Existing Traffic Signal
-  Existing Yield Sign



Legend

-  Existing Stop Sign
-  Existing Traffic Signal
-  Proposed Stop Sign



Engineering Enterprises, Inc.

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

DATE:	APRIL 2025
PROJECT NO.:	YO1107
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1107-Spring and Somonauk.mxd

PROPOSED SPRING STREET AND SOMONAUK STREET TRAFFIC CONTROL



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

Location: E Spring and Colton(#1)

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

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

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

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

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop.
- ☐ Criteria are not clearly met at this time - no further action recommended.
- ☒ Criteria may or may not be met. Tree trimming is suggested to improve Sight Distance at the northeast and northwest corners.

By: Gabriel Braboy, P.E.

Date: 3/26/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17

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

Location: E Somonauk and Liberty(#4)

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

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

<u>Criteria Met</u>			<u>Criteria**</u>	
Additional Study Required				
Yes		No		
			I. Stop control on the minor-road approach or approaches to an intersection should be considered when judgment indicates that one or more of the following conditions exist:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Crash records indicate that:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.	For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.	For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	The intersection is of a lower functional classification road with a higher functional classification road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	Conditions that previously supported the installation of all-way stop control no longer exist.

Based on a preliminary review of the criteria for a 2-way stop sign the following action is recommended:

- ☒ Criteria are clearly met recommending installation of stop signs on Liberty Street approaches. A CROSS TRAFFIC DOES NOT STOP plaque should be mounted below each STOP sign.
- ☐ Criteria are not clearly met at this time - no further action recommended.
- ☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 3/26/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.06, 2B.11

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

Location: E Spring and Liberty (#2), E Spring and Freemont(#3), E Somonauk and Liberty(#4), E Somonauk and Freemont(#5), E Somonauk and Bristol(#6)

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

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

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

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

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop.
- ☒ Criteria are not clearly met at this time - no further action recommended.
- ☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 3/26/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17

INTERSECTION #1
EAST SPRING STREET & COLTON STREET



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT _____

PROJECT NUMBER Y01107

SUBJECT INTERSECTION #1

BY GAB

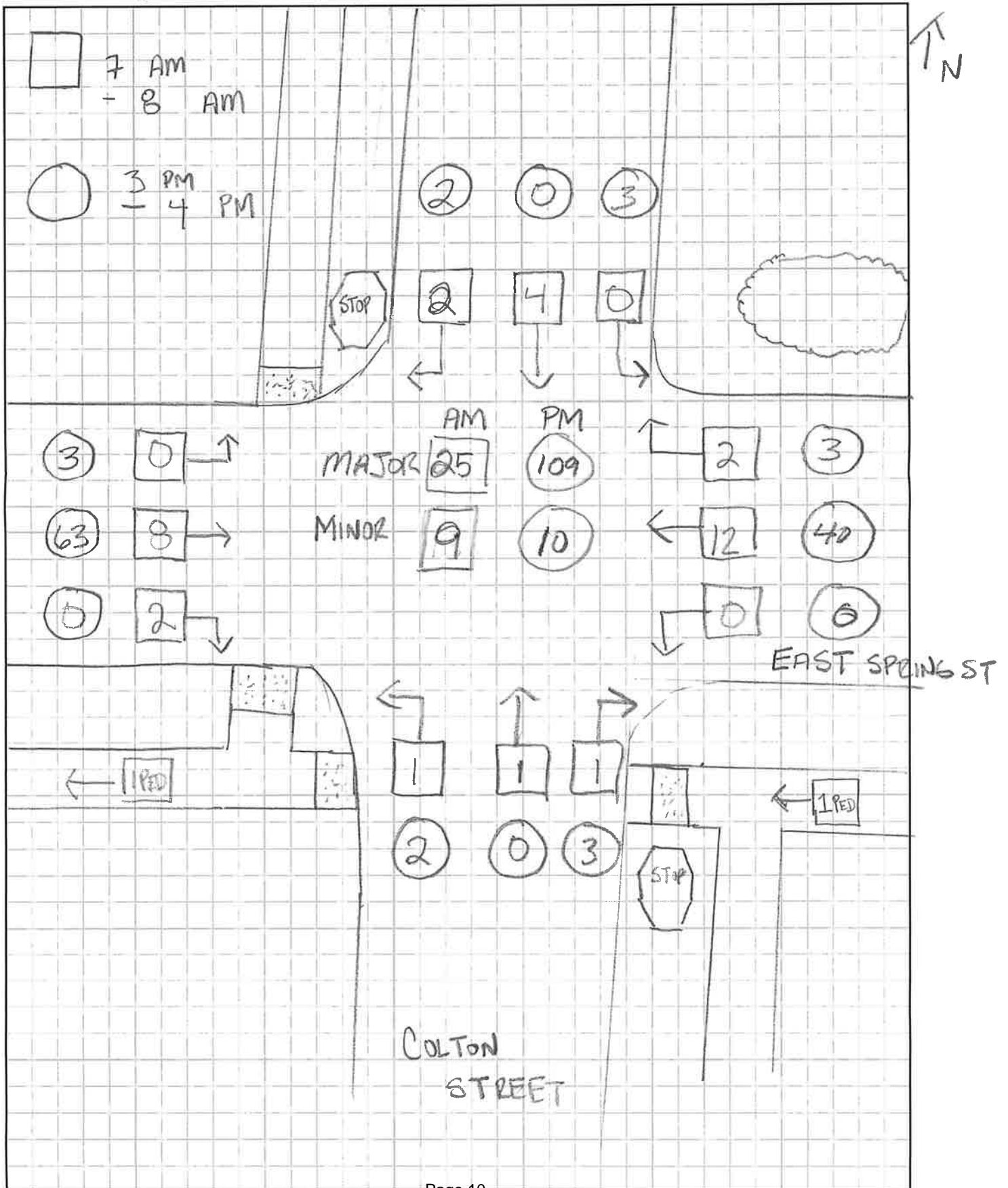
DATE 3/18/25-AM

E SPRING & COLTON ST

PAGE 1

OF 1

4/3/25-PM





INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING EAST



EAST SPRING STREET
EASTBOUND APPROACH
FACING NORTH



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING SOUTH



COLTON STREET
NORTHBOUND APPROACH
FACING NORTH



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



COLTON STREET
NORTHBOUND APPROACH
FACING WEST



COLTON STREET
NORTHBOUND APPROACH
FACING EAST



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING WEST



EAST SPRING STREET
WESTBOUND APPROACH
FACING SOUTH



ENGINEERING ENTERPRISES, INC.

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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING NORTH



COLTON STREET
SOUTHBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



COLTON STREET
SOUTHBOUND APPROACH
FACING WEST



COLTON STREET
SOUTHBOUND APPROACH
FACING EAST

INTERSECTION #2
EAST SPRING STREET & LIBERTY STREET



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TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT _____

SUBJECT INTERSECTION #2

E SPRING ST & LIBERTY ST

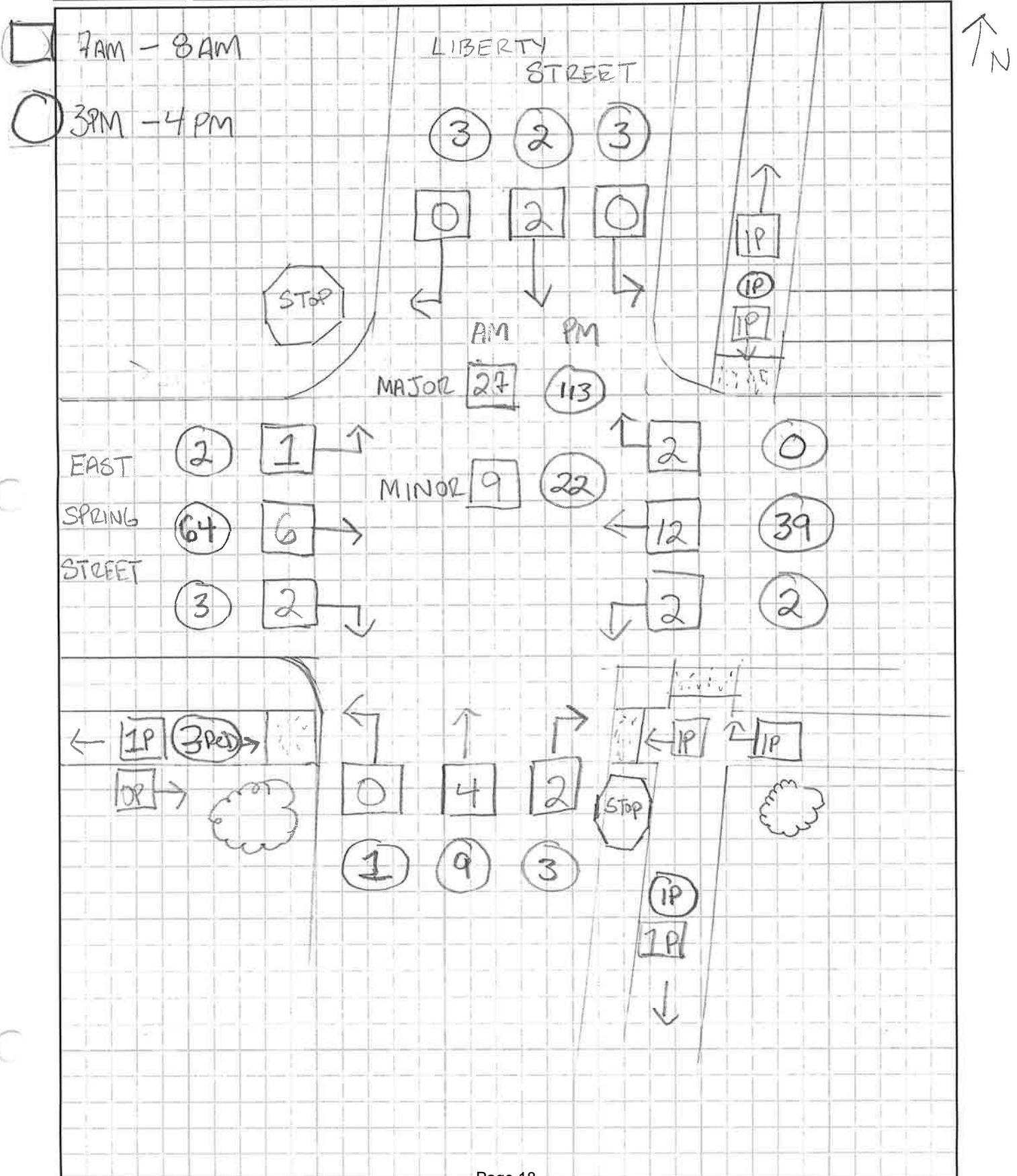
PROJECT NUMBER 401107

BY GAB

PAGE 1

DATE 3/18/25-AM

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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING EAST



EAST SPRING STREET
EASTBOUND APPROACH
FACING NORTH



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING SOUTH



LIBERTY STREET
NORTHBOUND APPROACH
FACING NORTH



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



LIBERTY STREET
NORTHBOUND APPROACH
FACING WEST



LIBERTY STREET
NORTHBOUND APPROACH
FACING EAST



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING WEST



EAST SPRING STREET
WESTBOUND APPROACH
FACING SOUTH



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING NORTH



LIBERTY STREET
SOUTHBOUND APPROACH
FACING SOUTH



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND LIBERTY STREET



LIBERTY STREET
SOUTHBOUND APPROACH
FACING EAST



LIBERTY STREET
SOUTHBOUND APPROACH
FACING WEST

INTERSECTION #3

EAST SPRING STREET & FREEMONT STREET



Engineering Enterprises, Inc.

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TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT

SUBJECT INTERSECTION #3

E SPRING ST & FREEMONT ST

PROJECT NUMBER

901107

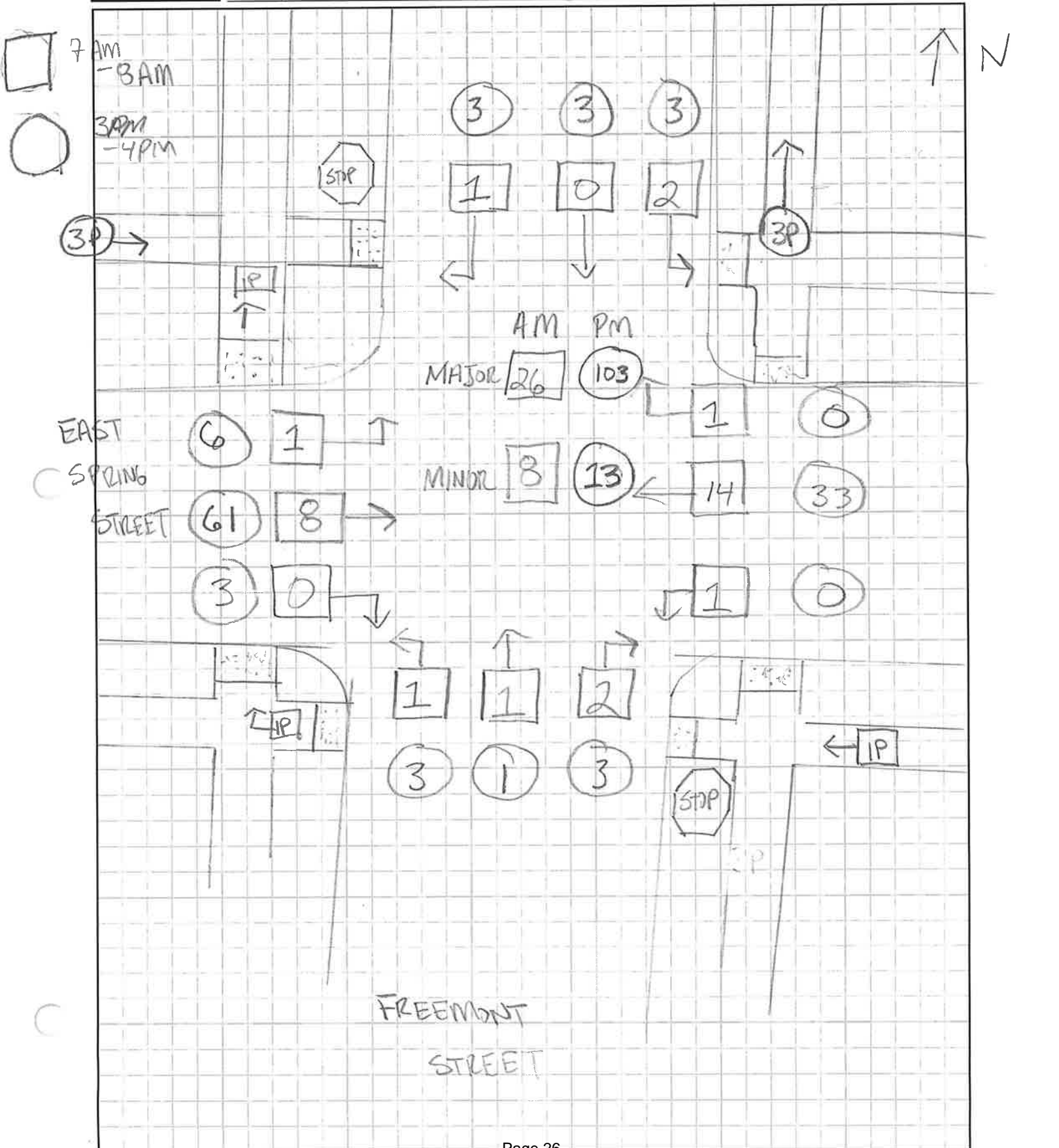
BY GAB

DATE

3/18/25-PM
4/3/25-PM

PAGE 1

OF 1





INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET

	EAST SPRING STREET EASTBOUND APPROACH FACING EAST
	EAST SPRING STREET EASTBOUND APPROACH FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING NORTH



FREEMONT STREET
SOUTHBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET



FREEMONT STREET
SOUTHBOUND APPROACH
FACING EAST



FREEMONT STREET
SOUTHBOUND APPROACH
FACING WEST



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INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING WEST



EAST SPRING STREET
WESTBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING NORTH



FREEMONT STREET
NORTHBOUND APPROACH
FACING NORTH



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND FREEMONT STREET



FREEMONT STREET
NORTHBOUND APPROACH
FACING EAST



FREEMONT STREET
NORTHBOUND APPROACH
FACING WEST

INTERSECTION #4

EAST SOMONAUK STREET & LIBERTY STREET



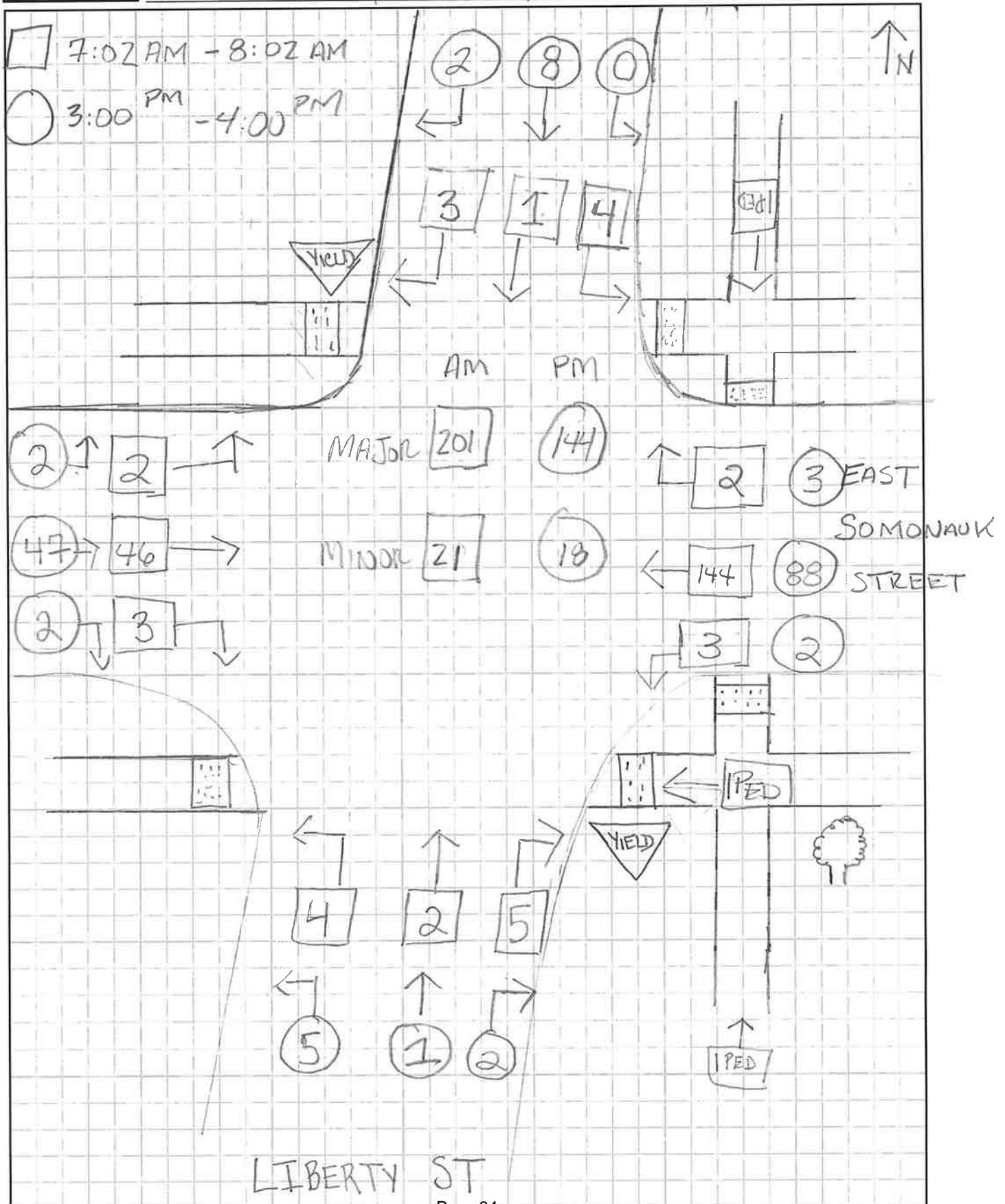
Engineering Enterprises, Inc.
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FAX: (630) 466-6701

PROJECT _____
SUBJECT INTERSECTION #4
E SOMONAUK & LIBERTY ST

PROJECT NUMBER 901107
BY GAB DATE 3/18/25 ^{PM}
PAGE 1 OF 1 ^{3/19/25 AM}





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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET

	EAST SOMONAUK STREET WESTBOUND APPROACH FACING WEST
	EAST SOMONAUK STREET WESTBOUND APPROACH FACING NORTH



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING SOUTH



LIBERTY STREET
NORTHBOUND APPROACH
FACING NORTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



LIBERTY STREET
NORTHBOUND APPROACH
FACING WEST



LIBERTY STREET
NORTHBOUND APPROACH
FACING EAST



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING EAST



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING NORTH



LIBERTY STREET
SOUTHBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



LIBERTY STREET
SOUTHBOUND APPROACH
FACING EAST



LIBERTY STREET
SOUTHBOUND APPROACH
FACING WEST

INTERSECTION #5

EAST SOMONAUK STREET & FREEMONT STREET



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PROJECT

SUBJECT INTERSECTION #5
E SOMONAUK & FREEMONT

PROJECT NUMBER

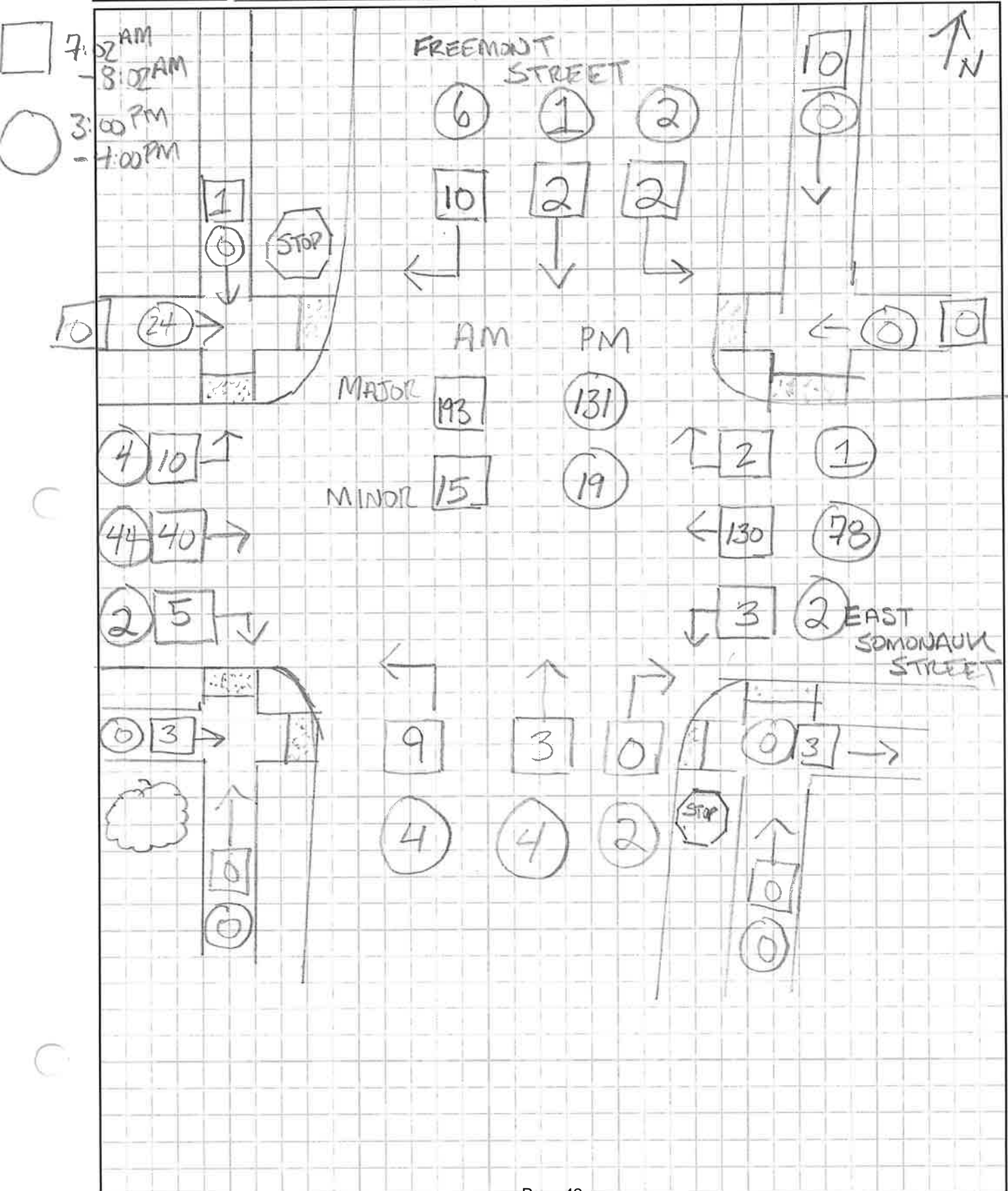
BY GAB

PAGE 1

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OF 1

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3/19/25 AM





INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET

 A photograph showing a westbound view down East Somonauk Street. The road is paved and has a center line. On the left, there is a street sign for 'Freemont St' and a utility pole. Residential houses and bare trees are visible in the background under a blue sky with light clouds.	EAST SOMONAUK STREET WESTBOUND APPROACH FACING WEST
 A photograph showing a northbound view of the intersection of East Somonauk Street and Freemont Street. The view is from the east side looking west. A white car is visible in the distance on the road. Residential houses and trees line the street. The sky is overcast.	EAST SOMONAUK STREET WESTBOUND APPROACH FACING NORTH



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET



EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING SOUTH



FREEMONT STREET
NORTHBOUND APPROACH
FACING NORTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET



FREEMONT STREET
NORTHBOUND APPROACH
FACING WEST



FREEMONT STREET
NORTHBOUND APPROACH
FACING EAST



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING EAST



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING SOUTH



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING NORTH



FREEMONT STREET
SOUTHBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET



FREEMONT STREET
SOUTHBOUND APPROACH
FACING EAST



FREEMONT STREET
SOUTHBOUND APPROACH
FACING WEST

INTERSECTION #6

EAST SOMONAUK STREET & BRISTOL STREET



Engineering Enterprises, Inc.
52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT _____

PROJECT NUMBER Y02107

SUBJECT INTERSECTION #16

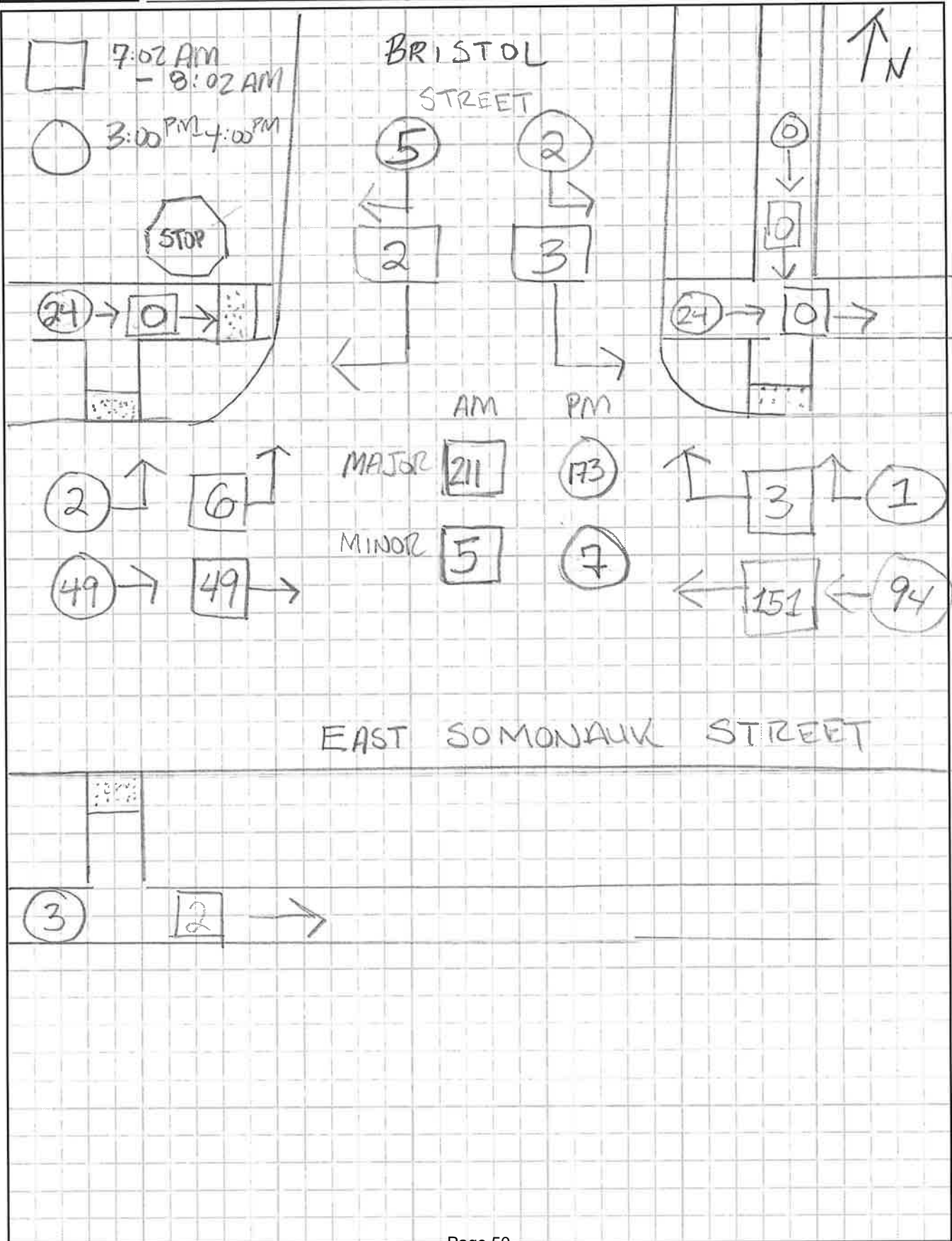
BY GAB

DATE 3/18/25 - PM
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E SOMONAUX & BRISTOL ST

PAGE 1

OF 1

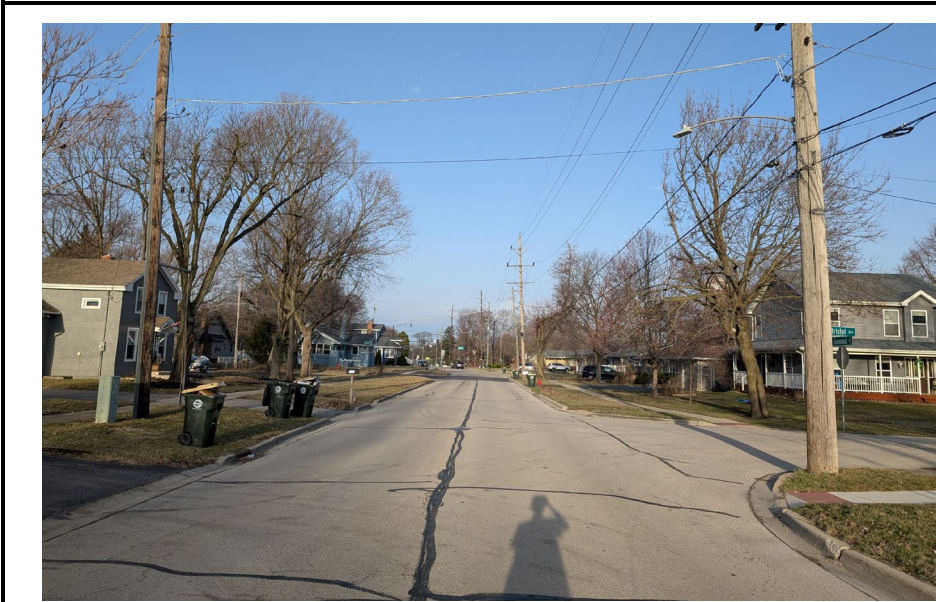




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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET



EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING WEST



EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING NORTH



ENGINEERING ENTERPRISES, INC.

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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET

	<p>EAST SOMONAUK STREET EASTBOUND APPROACH FACING EAST</p>
	<p>EAST SOMONAUK STREET EASTBOUND APPROACH FACING NORTH</p>



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET



BRISTOL STREET
SOUTHBOUND APPROACH
FACING SOUTH



BRISTOL STREET
SOUTHBOUND APPROACH
FACING EAST



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET



BRISTOL STREET
SOUTHBOUND APPROACH
FACING WEST

ILLINOIS TRAFFIC CRASH REPORTS

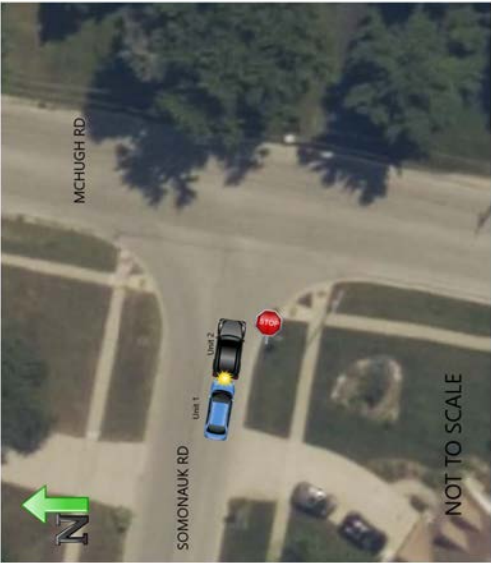
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11	11	U2
TYPE OF REPORT		
AGENCY (DESK REPORT)		
TOWNSHIP		
E		
INFORMATION ITEM <input type="checkbox"/> UNK <input type="checkbox"/> UNK		
R (LAST, FIRST, MIDDLE) I CITY, STATE, ZIP		
INFORMATION ITEM <input type="checkbox"/> UNK <input type="checkbox"/> UNK		
R (LAST, FIRST, MIDDLE) S/STREET CITY, STATE, ZIP		
(NAME)		
DAMAGED PHOTO		
DIST.		

X002779642

A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

While Unit 2 was stationary at a stop sign, east bound on Somonauk Street at the intersection of McHugh Road, Unit 1 who was directly behind Unit 2 also east bound, failed to slow/stop in time causing Unit 1's front bumper to strike Unit 2's rear bumper. I did not observe damage to either unit. Unit 1 driver stated he is not use to driving this style of vehicle.

No injury, no tows, no citations.

LOCAL USE ONLY

U1 Race: W

U2 Race: W

U1 Color: Blue

U2 Color: Black

U1 Towed Due To: ☐ Disabling Damage ☐ Not Disabling Damage

U2 Towed Due To: ☐ Disabling Damage ☐ Not Disabling Damage

U1 Towed By / To: 000

U2 Towed By / To: 000

U1 Damage Extent:

U2 Damage Extent:

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:
1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT

CARRIER NAME

ADDRESS

CITY/STATE/ZIP

MOTOR CARR. ID ☐ Interstate ☐ Intrastate ☐ Not In Comm./Govt. ☐ Not In Comm./Other

USDOT NO. ILLCC NO.

Source of above ☐ Side of Truck ☐ Papers ☐ Driver ☐ Log Book ☐ GVWR/GCWR ☐ <10,000 ☐ 10,000 - 26,000 ☐ >26,000

Were HAZMAT placards on vehicle? ☐ Yes ☐ No

If yes, name on placard 4 digit UN NO. 1 digit Hazard Class NO.

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? ☐ Yes ☐ No ☐ Unknown

Did HAZMAT Regulations violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? ☐ Yes ☐ No ☐ Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

MCS ☐ Yes ☐ No ☐ Unknown Out of Service ☐ Yes ☐ No

Form Number

IDOT PERMIT NO. WIDELOAD? ☐ Y ☐ N

TRAILER VIN 1

TRAILER VIN 2

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"

TRAILER 1 ☐ ☐ ☐

TRAILER 2 ☐ ☐ ☐

TRAILER LENGTH(S) 1 ft 2 ft NO. OF AXLES

TOTAL VEHICLE LENGTH ft NO. OF AXLES

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE

Page 57

Sheet 1 of 1 Sheets[illegible]

<div>X003140901</div>	A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.				
NARRATIVE (refer to vehicle by unit #) Unit 2 was traveling N/B on Mchugh Rd. at E. Somonauk St. Unit 2 was attempting to turn left (west) onto E. Somonauk St. Unit 1 was traveling E/B on E. Somonauk St. at Mchugh Rd. Unit 1 was attempting to turn left (north) onto Mchugh Rd. Unit 1 did not observe unit 2 turning left onto E. Somonauk St. Unit 1 front bumper struck unit 2 rear driver side fender and bumper. No injuries were reported. Unit 1 had damage to the front end. Unit 2 had damage to the rear driver side fender and bumper. No tows were needed and no citations were issued.					
LOCAL USE ONLY					
U1 COLOR Silver, Aluminum		U2 COLOR Red		U1 Race: W	U2 Race: W
U1 TOWED DUE TO		U2 TOWED DUE TO		U1 TOWED BY / TO:	U2 TOWED BY / TO:
U1 TOWED DUE TO		U2 TOWED DUE TO		U1 TOWED BY / TO:	U2 TOWED BY / TO:

LARGE TRUCK, BUS, OR HM VEHICLE	
IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.	
A CMV is defined as any motor vehicle used to transport passengers or property and: 1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or 2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or 3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or 4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or 5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).	
UNIT	CARRIER NAME
ADDRESS	
CITY/STATE/ZIP	
MOTOR CARR. ID	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/> Not In Comm./Govt. <input type="checkbox"/> Not In Comm./Other
USDOT NO.	ILLCC NO.
Source of above	<input type="checkbox"/> Side of Truck <input type="checkbox"/> Papers <input type="checkbox"/> Driver <input type="checkbox"/> Log Book
GVWR/GCWR	<input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000
Were HAZMAT placards on vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name on placard	1 digit Hazard Class NO.
4 digit UN NO.	Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Did HAZMAT Regulations violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Was a Driver/Vehicle Examination Report form completed?	HAZMAT <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
MCS <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No	Form Number
IDOT PERMIT NO.	WIDELOAD? <input type="checkbox"/> Y <input type="checkbox"/> N
TRAILER VIN 1	TRAILER VIN 2
TRAILER WIDTH(S)	0 - 96" 97 - 102" > 102"
TRAILER 1	TRAILER 2
TRAILER LENGTH(S)	1 2
TOTAL VEHICLE LENGTH	ft NO. OF AXLES
SELECT CODES FROM BACK OF CRASH BOOKLET	
VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE	

Sheet 1 of 1 Sheets[illegible]

<div>X003424091</div>	A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.									
NARRATIVE (refer to vehicle by unit #) Unit 2 was traveling westbound on E Somonauk St approaching Freemont St. Unit 1 was traveling eastbound on E Somonauk St approaching Freemont St. As both units approached the intersection of E Somonauk St and Freemont St, U1 began to turn northbound onto Freemont St as U2 entered the intersection. U1 failed to yield the right of way to U2. U2 attempted to brake to avoid the accident. U2's front bumper struck U1's right rear corner. U1 sustained superficial abrasions due to being dismounted from their motorcycle. U2 did not sustain any injuries. No units were towed. U1 was cited for operating an uninsured motor vehicle.										
LOCAL USE ONLY										
N 41.6488 W -88.4403										
U1 Race: W U2 Race: W										
U1 Drug 1 000 U1 Drug 2 000 U2 Drug 1 000 U2 Drug 2 000										
U1 TOWED DUE TO : U1 TOWED BY / TO :										
U2 TOWED DUE TO : U2 TOWED BY / TO :										

LARGE TRUCK, BUS, OR HM VEHICLE	
IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.	
A CMV is defined as any motor vehicle used to transport passengers or property and: 1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or 2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or 3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or 4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or 5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).	
UNIT	
CARRIER NAME	
ADDRESS	
CITY/STATE/ZIP	
MOTOR CARR. ID	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/> Not In Comm./Govt. <input type="checkbox"/> Not In Comm./Other
USDOT NO.	ILLCC NO.
Source of above	<input type="checkbox"/> Side of Truck <input type="checkbox"/> Papers <input type="checkbox"/> Driver <input type="checkbox"/> Log Book
GVWR/GCWR	<input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000
Were HAZMAT placards on vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name on placard	
4 digit UN NO.	1 digit Hazard Class NO.
Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Did HAZMAT Regulations violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Was a Driver/Vehicle Examination Report form completed?	
HAZMAT	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
MCS	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
Form Number	
DOT PERMIT NO.	WIDELOAD? <input type="checkbox"/> Y <input type="checkbox"/> N
TRAILER VIN 1	
TRAILER VIN 2	
TRAILER WIDTH(S)	0 - 96" <input type="checkbox"/> 97 - 102" <input type="checkbox"/> > 102" <input type="checkbox"/>
TRAILER 1	<input type="checkbox"/>
TRAILER 2	<input type="checkbox"/>
TRAILER LENGTH(S)	1 ft 2 ft NO. OF AXLES
TOTAL VEHICLE LENGTH	ft
SELECT CODES FROM BACK OF CRASH BOOKLET	
VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE	

MANV

MANV	03	1	U1	U2
TYPE OF REPORT				
ON SCENE				
NOT ON SCENE (DESK REPORT)				
RECOMMENDED				
TOWNSHIP				
RICKVILLE				
IDALL				
D				
AUTOMATION SYSTEM				
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
F NO.				
FILE OWNER (LAST, FIRST, MIDDLE)				
R STREET CITY, STATE				
F NO.				
AUTOMATION SYSTEM				
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
F NO.				
FILE OWNER (LAST, FIRST, MIDDLE)				
R ADDRESS (STREET CITY, STATE)				
ONLY (NAME) (NAME)				
DAMAGED PI				
N				
BEAT/DIST.				

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A
ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT |

CARRIER NAME

ADDRESS

CITY/STATE/ZIP

MOTOR CARR. ID ☐ Interstate ☐ Intrastate

☐ Not In Comm./Govt. ☐ Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____
Source of above _____

☐ Side of Truck ☐ Papers ☐ Driver ☐ Log Book

☐ <10,000 ☐ 10,000 - 20,000 ☐ >20,000

Were HAZMAT placards on vehicle? ☐ Yes ☐ No

If yes, name on placard _____
 4 digit UN NO. _____
 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?

☐ Yes ☐ No ☐ Unknown

Did HAZMAT Regulations violation contribute to the crash?

☐ Yes ☐ No ☐ Unknown

Was a Driver/Vehicle Examination Report form completed?

	HAZMAT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	Out of Service	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	MCS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	Out of Service	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Form Number _____

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S)	0 - 96"	97 - 102"	> 102"
TRAILER 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TRAILER 2	<input type="checkbox"/>	<input type="checkbox"/>	2 _____ ft
TRAILER LENGTH(S) 1	<input type="checkbox"/>	<input type="checkbox"/>	_____ ft

TOTAL VEHICLE LENGTH _____ ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET

NARRATIVE (refer to vehicle by unit #)

Unit 1 was stopped at the stop sign on E. Somonauk St at the T-intersection of E. Somonauk St and Mchugh Rd waiting to make a left hand turn for Northbound traffic. Unit 2 was traveling Northbound on Mchugh Rd at the intersection with E. Somonauk St. Unit 1 made a left hand turn as unit 2 was driving through the T-intersection. Unit 1's front bumper struck the driver side door of unit 2 causing moderate damage to both vehicles. No injuries were reported and both parties were able to drive away.

LOCAL USE ONLY

N 41.6476
W -88.4373

U2 Race: **W**U1 Race: **W**

U1 COLOR	Gray				
U2 COLOR	Blue	U1 Drug 1	000	U1 Drug 2	000
U1 Drug 1	000	U2 Drug 1	000	U2 Drug 2	000

U1 TOWED CAUSED	<input type="checkbox"/> DISABLING DAMAGE	<input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U1 TOWED BY / TO:
--------------------	---	---	----------------	-------------------

DATE	TIME	LOCATION	STATUS	REMARKS
DUE 10				
12 TOWER				
INSTALLED BY / TO				

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Streets



* X003752929 *

IY003

DRAC	1	11	4	4	1	2	1	1	1	1	1	5	15	1	1
U1		U2			U1		U2		U1		U2		U1		U2

INVESTIGATING AGENCY
Yorkville Police Department

ADDRESS NO. _____ HIGHWAY OR STREET NAME
E SOMONAUKE ST

(CIRCLE) (CIRCLE)
LIBERTY ST

AT INTERSECTION WITH _____ (NAME OF INTERSECTION OR ROAD FEATURE)

DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ LEAKS ☐ NMV ☐ NOV ☐ DV

DATE OF BIRTH _____

NAME (LAST, FIRST, MI) _____

SEX ☐ M ☐ F ☐ AIR ☐ SAF ☐ IN ☐ 2 ☐ 8

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

DRIVER LICENSE NO. _____

EMS AGENCY
Bristol/Kendall Fire Department

HOSPITAL (TAKEN TO) _____

DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ LEAKS ☐ NMV ☐ NOV ☐ DV

DATE OF BIRTH _____

NAME (LAST, FIRST, MI) _____

SEX ☐ F ☐ M ☐ AIR ☐ SAF ☐ IN ☐ 2 ☐ 8

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

DRIVER LICENSE NO. _____

EMS AGENCY
Bristol/Kendall Fire Department

HOSPITAL (TAKEN TO) _____

(UNIT) (SEAT) (DOB) (SEX) (SAFT) (AIR) (INJ) (EJCT) (EPH) (PASSENGERS & WITNESSES ONLY) (NAME) ((ADDR) / (TEL) (HOSP) (EMS)

1 _____

2 _____

W _____

W _____

(EVNO) (MO) (EVNT) (LOC) DAMAGED PROPERTY OWNER NAME

1 ☒ 11 1 _____

2 ☐ _____

3 ☐ _____

PROPERTY OWNERS ADDRESS: STREET, CITY, STATE, ZIP

☒ CITATIONS ISSUED ☐ PENDING

1 ☒ 11 1 _____

2 ☐ _____

3 ☐ _____

UNIT 2

1 ☐ _____

2 ☐ _____

3 ☐ _____

YR _____

25 _____

25-0390

DATE OF CRASH
3/13/2025

TIME
9:02

INTERSECTION
RELATED ☒ Y ☐ N

PRIVATE
PROPERTY ☐ Y ☒ N

HIT & RUN
☐ Y ☒ N

DOORING
WITH PEDALCYCLIST? ☐ Y ☒ N

CIRCLE NUMBER(S)
FOR DAMAGED AREA(S)

00 - NONE ☐ 11 ☐ 12 ☐ 13 - UNDER CARRIAGE ☐ 14 - TOTAL (ALL) ☐ 15 - OTHER ☐ 16 ☐ 17 - OTHER ☐ 18 ☐ 19 - UNKNOWN ☐ 20 ☐ 21 ☐ 22 ☐ 23 ☐ 24 ☐ 25 ☐ 26 ☐ 27 ☐ 28 ☐ 29 ☐ 30 ☐ 31 ☐ 32 ☐ 33 ☐ 34 ☐ 35 ☐ 36 ☐ 37 ☐ 38 ☐ 39 ☐ 40 ☐ 41 ☐ 42 ☐ 43 ☐ 44 ☐ 45 ☐ 46 ☐ 47 ☐ 48 ☐ 49 ☐ 50 ☐ 51 ☐ 52 ☐ 53 ☐ 54 ☐ 55 ☐ 56 ☐ 57 ☐ 58 ☐ 59 ☐ 60 ☐ 61 ☐ 62 ☐ 63 ☐ 64 ☐ 65 ☐ 66 ☐ 67 ☐ 68 ☐ 69 ☐ 70 ☐ 71 ☐ 72 ☐ 73 ☐ 74 ☐ 75 ☐ 76 ☐ 77 ☐ 78 ☐ 79 ☐ 80 ☐ 81 ☐ 82 ☐ 83 ☐ 84 ☐ 85 ☐ 86 ☐ 87 ☐ 88 ☐ 89 ☐ 90 ☐ 91 ☐ 92 ☐ 93 ☐ 94 ☐ 95 ☐ 96 ☐ 97 ☐ 98 ☐ 99 ☐ 100 ☐ 101 ☐ 102 ☐ 103 ☐ 104 ☐ 105 ☐ 106 ☐ 107 ☐ 108 ☐ 109 ☐ 110 ☐ 111 ☐ 112 ☐ 113 ☐ 114 ☐ 115 ☐ 116 ☐ 117 ☐ 118 ☐ 119 ☐ 120 ☐ 121 ☐ 122 ☐ 123 ☐ 124 ☐ 125 ☐ 126 ☐ 127 ☐ 128 ☐ 129 ☐ 130 ☐ 131 ☐ 132 ☐ 133 ☐ 134 ☐ 135 ☐ 136 ☐ 137 ☐ 138 ☐ 139 ☐ 140 ☐ 141 ☐ 142 ☐ 143 ☐ 144 ☐ 145 ☐ 146 ☐ 147 ☐ 148 ☐ 149 ☐ 150 ☐ 151 ☐ 152 ☐ 153 ☐ 154 ☐ 155 ☐ 156 ☐ 157 ☐ 158 ☐ 159 ☐ 160 ☐ 161 ☐ 162 ☐ 163 ☐ 164 ☐ 165 ☐ 166 ☐ 167 ☐ 168 ☐ 169 ☐ 170 ☐ 171 ☐ 172 ☐ 173 ☐ 174 ☐ 175 ☐ 176 ☐ 177 ☐ 178 ☐ 179 ☐ 180 ☐ 181 ☐ 182 ☐ 183 ☐ 184 ☐ 185 ☐ 186 ☐ 187 ☐ 188 ☐ 189 ☐ 190 ☐ 191 ☐ 192 ☐ 193 ☐ 194 ☐ 195 ☐ 196 ☐ 197 ☐ 198 ☐ 199 ☐ 200 ☐ 201 ☐ 202 ☐ 203 ☐ 204 ☐ 205 ☐ 206 ☐ 207 ☐ 208 ☐ 209 ☐ 210 ☐ 211 ☐ 212 ☐ 213 ☐ 214 ☐ 215 ☐ 216 ☐ 217 ☐ 218 ☐ 219 ☐ 220 ☐ 221 ☐ 222 ☐ 223 ☐ 224 ☐ 225 ☐ 226 ☐ 227 ☐ 228 ☐ 229 ☐ 230 ☐ 231 ☐ 232 ☐ 233 ☐ 234 ☐ 235 ☐ 236 ☐ 237 ☐ 238 ☐ 239 ☐ 240 ☐ 241 ☐ 242 ☐ 243 ☐ 244 ☐ 245 ☐ 246 ☐ 247 ☐ 248 ☐ 249 ☐ 250 ☐ 251 ☐ 252 ☐ 253 ☐ 254 ☐ 255 ☐ 256 ☐ 257 ☐ 258 ☐ 259 ☐ 260 ☐ 261 ☐ 262 ☐ 263 ☐ 264 ☐ 265 ☐ 266 ☐ 267 ☐ 268 ☐ 269 ☐ 270 ☐ 271 ☐ 272 ☐ 273 ☐ 274 ☐ 275 ☐ 276 ☐ 277 ☐ 278 ☐ 279 ☐ 280 ☐ 281 ☐ 282 ☐ 283 ☐ 284 ☐ 285 ☐ 286 ☐ 287 ☐ 288 ☐ 289 ☐ 290 ☐ 291 ☐ 292 ☐ 293 ☐ 294 ☐ 295 ☐ 296 ☐ 297 ☐ 298 ☐ 299 ☐ 300 ☐ 301 ☐ 302 ☐ 303 ☐ 304 ☐ 305 ☐ 306 ☐ 307 ☐ 308 ☐ 309 ☐ 310 ☐ 311 ☐ 312 ☐ 313 ☐ 314 ☐ 315 ☐ 316 ☐ 317 ☐ 318 ☐ 319 ☐ 320 ☐ 321 ☐ 322 ☐ 323 ☐ 324 ☐ 325 ☐ 326 ☐ 327 ☐ 328 ☐ 329 ☐ 330 ☐ 331 ☐ 332 ☐ 333 ☐ 334 ☐ 335 ☐ 336 ☐ 337 ☐ 338 ☐ 339 ☐ 340 ☐ 341 ☐ 342 ☐ 343 ☐ 344 ☐ 345 ☐ 346 ☐ 347 ☐ 348 ☐ 349 ☐ 350 ☐ 351 ☐ 352 ☐ 353 ☐ 354 ☐ 355 ☐ 356 ☐ 357 ☐ 358 ☐ 359 ☐ 360 ☐ 361 ☐ 362 ☐ 363 ☐ 364 ☐ 365 ☐ 366 ☐ 367 ☐ 368 ☐ 369 ☐ 370 ☐ 371 ☐ 372 ☐ 373 ☐ 374 ☐ 375 ☐ 376 ☐ 377 ☐ 378 ☐ 379 ☐ 380 ☐ 381 ☐ 382 ☐ 383 ☐ 384 ☐ 385 ☐ 386 ☐ 387 ☐ 388 ☐ 389 ☐ 390 ☐ 391 ☐ 392 ☐ 393 ☐ 394 ☐ 395 ☐ 396 ☐ 397 ☐ 398 ☐ 399 ☐ 400 ☐ 401 ☐ 402 ☐ 403 ☐ 404 ☐ 405 ☐ 406 ☐ 407 ☐ 408 ☐ 409 ☐ 410 ☐ 411 ☐ 412 ☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 417 ☐ 418 ☐ 419 ☐ 420 ☐ 421 ☐ 422 ☐ 423 ☐ 424 ☐ 425 ☐ 426 ☐ 427 ☐ 428 ☐ 429 ☐ 430 ☐ 431 ☐ 432 ☐ 433 ☐ 434 ☐ 435 ☐ 436 ☐ 437 ☐ 438 ☐ 439 ☐ 440 ☐ 441 ☐ 442 ☐ 443 ☐ 444 ☐ 445 ☐ 446 ☐ 447 ☐ 448 ☐ 449 ☐ 450 ☐ 451 ☐ 452 ☐ 453 ☐ 454 ☐ 455 ☐ 456 ☐ 457 ☐ 458 ☐ 459 ☐ 460 ☐ 461 ☐ 462 ☐ 463 ☐ 464 ☐ 465 ☐ 466 ☐ 467 ☐ 468 ☐ 469 ☐ 470 ☐ 471 ☐ 472 ☐ 473 ☐ 474 ☐ 475 ☐ 476 ☐ 477 ☐ 478 ☐ 479 ☐ 480 ☐ 481 ☐ 482 ☐ 483 ☐ 484 ☐ 485 ☐ 486 ☐ 487 ☐ 488 ☐ 489 ☐ 490 ☐ 491 ☐ 492 ☐ 493 ☐ 494 ☐ 495 ☐ 496 ☐ 497 ☐ 498 ☐ 499 ☐ 500 ☐ 501 ☐ 502 ☐ 503 ☐ 504 ☐ 505 ☐ 506 ☐ 507 ☐ 508 ☐ 509 ☐ 510 ☐ 511 ☐ 512 ☐ 513 ☐ 514 ☐ 515 ☐ 516 ☐ 517 ☐ 518 ☐ 519 ☐ 520 ☐ 521 ☐ 522 ☐ 523 ☐ 524 ☐ 525 ☐ 526 ☐ 527 ☐ 528 ☐ 529 ☐ 530 ☐ 531 ☐ 532 ☐ 533 ☐ 534 ☐ 535 ☐ 536 ☐ 537 ☐ 538 ☐ 539 ☐ 540 ☐ 541 ☐ 542 ☐ 543 ☐ 544 ☐ 545 ☐ 546 ☐ 547 ☐ 548 ☐ 549 ☐ 550 ☐ 551 ☐ 552 ☐ 553 ☐ 554 ☐ 555 ☐ 556 ☐ 557 ☐ 558 ☐ 559 ☐ 560 ☐ 561 ☐ 562 ☐ 563 ☐ 564 ☐ 565 ☐ 566 ☐ 567 ☐ 568 ☐ 569 ☐ 570 ☐ 571 ☐ 572 ☐ 573 ☐ 574 ☐ 575 ☐ 576 ☐ 577 ☐ 578 ☐ 579 ☐ 580 ☐ 581 ☐ 582 ☐ 583 ☐ 584 ☐ 585 ☐ 586 ☐ 587 ☐ 588 ☐ 589 ☐ 590 ☐ 591 ☐ 592 ☐ 593 ☐ 594 ☐ 595 ☐ 596 ☐ 597 ☐ 598 ☐ 599 ☐ 600 ☐ 601 ☐ 602 ☐ 603 ☐ 604 ☐ 605 ☐ 606 ☐ 607 ☐ 608 ☐ 609 ☐ 610 ☐ 611 ☐ 612 ☐ 613 ☐ 614 ☐ 615 ☐ 616 ☐ 617 ☐ 618 ☐ 619 ☐ 620 ☐ 621 ☐ 622 ☐ 623 ☐ 624 ☐ 625 ☐ 626 ☐ 627 ☐ 628 ☐ 629 ☐ 630 ☐ 631 ☐ 632 ☐ 633 ☐ 634 ☐ 635 ☐ 636 ☐ 637 ☐ 638 ☐ 639 ☐ 640 ☐ 641 ☐ 642 ☐ 643 ☐ 644 ☐ 645 ☐ 646 ☐ 647 ☐ 648 ☐ 649 ☐ 650 ☐ 651 ☐ 652 ☐ 653 ☐ 654 ☐ 655 ☐ 656 ☐ 657 ☐ 658 ☐ 659 ☐ 660 ☐ 661 ☐ 662 ☐ 663 ☐ 664 ☐ 665 ☐ 666 ☐ 667 ☐ 668 ☐ 669 ☐ 670 ☐ 671 ☐ 672 ☐ 673 ☐ 674 ☐ 675 ☐ 676 ☐ 677 ☐ 678 ☐ 679 ☐ 680 ☐ 681 ☐ 682 ☐ 683 ☐ 684 ☐ 685 ☐ 686 ☐ 687 ☐ 688 ☐ 689 ☐ 690 ☐ 691 ☐ 692 ☐ 693 ☐ 694 ☐ 695 ☐ 696 ☐ 697 ☐ 698 ☐ 699 ☐ 700 ☐ 701 ☐ 702 ☐ 703 ☐ 704 ☐ 705 ☐ 706 ☐ 707 ☐ 708 ☐ 709 ☐ 710 ☐ 711 ☐ 712 ☐ 713 ☐ 714 ☐ 715 ☐ 716 ☐ 717 ☐ 718 ☐ 719 ☐ 720 ☐ 721 ☐ 722 ☐ 723 ☐ 724 ☐ 725 ☐ 726 ☐ 727 ☐ 728 ☐ 729 ☐ 730 ☐ 731 ☐ 732 ☐ 733 ☐ 734 ☐ 735 ☐ 736 ☐ 737 ☐ 738 ☐ 739 ☐ 740 ☐ 741 ☐ 742 ☐ 743 ☐ 744 ☐ 745 ☐ 746 ☐ 747 ☐ 748 ☐ 749 ☐ 750 ☐ 751 ☐ 752 ☐ 753 ☐ 754 ☐ 755 ☐ 756 ☐ 757 ☐ 758 ☐ 759 ☐ 760 ☐ 761 ☐ 762 ☐ 763 ☐ 764 ☐ 765 ☐ 766 ☐ 767 ☐ 768 ☐ 769 ☐ 770 ☐ 771 ☐ 772 ☐ 773 ☐ 774 ☐ 775 ☐ 776 ☐ 777 ☐ 778 ☐ 779 ☐ 780 ☐ 781 ☐ 782 ☐ 783 ☐ 784 ☐ 785 ☐ 786 ☐ 787 ☐ 788 ☐ 789 ☐ 790 ☐ 791 ☐ 792 ☐ 793 ☐ 794 ☐ 795 ☐ 796 ☐ 797 ☐ 798 ☐ 799 ☐ 800 ☐ 801 ☐ 802 ☐ 803 ☐ 804 ☐ 805 ☐ 806 ☐ 807 ☐ 808 ☐ 809 ☐ 810 ☐ 811 ☐ 812 ☐ 813 ☐ 814 ☐ 815 ☐ 816 ☐ 817 ☐ 818 ☐ 819 ☐ 820 ☐ 821 ☐ 822 ☐ 823 ☐ 824 ☐ 825 ☐ 826 ☐ 827 ☐ 828 ☐ 829 ☐ 830 ☐ 831 ☐ 832 ☐ 833 ☐ 834 ☐ 835 ☐ 836 ☐ 837 ☐ 838 ☐ 839 ☐ 840 ☐ 841 ☐ 842 ☐ 843 ☐ 844 ☐ 845 ☐ 846 ☐ 847 ☐ 848 ☐ 849 ☐ 850 ☐ 851 ☐ 852 ☐ 853 ☐ 854 ☐ 855 ☐ 856 ☐ 857 ☐ 858 ☐ 859 ☐ 860 ☐ 861 ☐ 862 ☐ 863 ☐ 864 ☐ 865 ☐ 866 ☐ 867 ☐ 868 ☐ 869 ☐ 870 ☐ 871 ☐ 872 ☐ 873 ☐ 874 ☐ 875 ☐ 876 ☐ 877 ☐ 878 ☐ 879 ☐ 880 ☐ 881 ☐ 882 ☐ 883 ☐ 884 ☐ 885 ☐ 886 ☐ 887 ☐ 888 ☐ 889 ☐ 890 ☐ 891 ☐ 892 ☐ 893 ☐ 894 ☐ 895 ☐ 896 ☐ 897 ☐ 898 ☐ 899 ☐ 900 ☐ 901 ☐ 902 ☐ 903 ☐ 904 ☐ 905 ☐ 906 ☐ 907 ☐ 908 ☐ 909 ☐ 910 ☐ 911 ☐ 912 ☐ 913 ☐ 914 ☐ 915 ☐ 916 ☐ 917 ☐ 918 ☐ 919 ☐ 920 ☐ 921 ☐ 922 ☐ 923 ☐ 924 ☐ 925 ☐ 926 ☐ 927 ☐ 928 ☐ 929 ☐ 930 ☐ 931 ☐ 932 ☐ 933 ☐ 934 ☐ 935 ☐ 936 ☐ 937 ☐ 938 ☐ 939 ☐ 940 ☐ 941 ☐ 942 ☐ 943 ☐ 944 ☐ 945 ☐ 946 ☐ 947 ☐ 948 ☐ 949 ☐ 950 ☐ 951 ☐ 952 ☐ 953 ☐ 954 ☐ 955 ☐ 956 ☐ 957 ☐ 958 ☐ 959 ☐ 960 ☐ 961 ☐ 962 ☐ 963 ☐ 964 ☐ 965 ☐ 966 ☐ 967 ☐ 968 ☐ 969 ☐ 970 ☐ 971 ☐ 972 ☐ 973 ☐ 974 ☐ 975 ☐ 976 ☐ 977 ☐ 978 ☐ 979 ☐ 980 ☐ 981 ☐ 982 ☐ 983 ☐ 984 ☐ 985 ☐ 986 ☐ 987 ☐ 988 ☐ 989 ☐ 990 ☐ 991 ☐ 992 ☐ 993 ☐ 994 ☐ 995 ☐ 996 ☐ 997 ☐ 998 ☐ 999 ☐ 1000 ☐ 1001 ☐ 1002 ☐ 1003 ☐ 1004 ☐ 1005 ☐ 1006 ☐ 1007 ☐ 1008 ☐ 1009 ☐ 1010 ☐ 1011 ☐ 1012 ☐ 1013 ☐ 1014 ☐ 1015 ☐ 1016 ☐ 1017 ☐ 1018 ☐ 1019 ☐ 1020 ☐ 1021 ☐ 1022 ☐ 1023 ☐ 1024 ☐ 1025 ☐ 1026 ☐ 1027 ☐ 1028 ☐ 1029 ☐ 1030 ☐ 1031 ☐ 1032 ☐ 1033 ☐ 1034 ☐ 1035 ☐ 1036 ☐ 1037 ☐ 1038

X003752929

A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

Unit 1 was traveling Northbound on Liberty Street approaching the intersection of Liberty Street and E. Somonauk St. Unit 1 had a Yield sign. Unit 2 was traveling Eastbound on E. Somonauk St. approaching the intersection of E. Somonauk St. and Liberty St. Unit 1 approaching the intersection and the Yield sign did not slow down and entered the intersection as unit 2 traveling East entered the intersection. Unit 2's front bumper struck the front driver side door/quarter panel. Unit 2 spun and stopped in the intersection facing Northbound. Unit 1 continued and stopped approximately 275 feet North of E. Somonauk St. Unit 1 driver and passenger reported no injuries and were evaluated by Bristol-Kendall Medics. Unit 2 driver reported injuries to the right wrist and collar bone and unit 2 passenger reported injuries to the wrist and chest. Unit 2 driver and passenger were evaluated by Bristol-Kendall Medics and signed refusal paperwork to be transported by Bristol-Kendall Medics before taking personal transport to Rush-Copley. Both vehicles

LOCAL USE ONLY

N 41.6488 W -88.4423		U1 Race: B		U2 Race: W	
U1 COLOR White	U2 COLOR White	U1 Drug 1 000	U1 Drug 2 000	U2 Drug 1 000	U2 Drug 2 000
U1 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE	DAMAGE EXTENT: 3	U1 TOWED <input checked="" type="checkbox"/> / TO : GRANTS TOWING			
U2 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE	DAMAGE EXTENT: 3	U2 TOWED <input checked="" type="checkbox"/> / TO : AREA 47 TOWING			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT	CARRIER NAME	ADDRESS
CITY/STATE/ZIP	MOTOR CARR. ID	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/> Not In Comm./Govt. <input type="checkbox"/> Not In Comm./Other
USDOT NO.	ILLCC NO.	
Source of above <input type="checkbox"/> Side of Truck GVWR/GCWR	<input type="checkbox"/> Papers <input type="checkbox"/> Driver <input type="checkbox"/> Log Book	<input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000
Were HAZMAT placards on vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name on placard
4 digit UN NO.	1 digit Hazard Class NO.	
Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Did HAZMAT Regulations violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Was a Driver/Vehicle Examination Report form completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
HAZMAT	<input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
MCS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
Form Number		
IDOT PERMIT NO.	WIDELOAD?	<input type="checkbox"/> Y <input type="checkbox"/> N
TRAILER VIN 1		
TRAILER VIN 2		
TRAILER WIDTH(S)	0 - 96"	97 - 102"
TRAILER 1	<input type="checkbox"/>	<input type="checkbox"/>
TRAILER 2	<input type="checkbox"/>	<input type="checkbox"/>
TRAILER LENGTH(S)	1 ft	2 ft
TOTAL VEHICLE LENGTH	ft NO. OF AXLES	
SELECT CODES FROM BACK OF CRASH BOOKLET		
VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE		

Narrative

were towed from the scene with disabling damage.

Witness Jessica Earley advised in summary that she saw unit 1 traveling Northbound on Liberty Street approaching the intersection of Liberty St and E. Somonauk St. from her home on the Southwest corner of Liberty St and E. Somonauk St. Jessica advised that unit 1 did not slow down when approaching the Yield sign and continued Northbound into the intersection as unit 2 was also entering the intersection, at which point unit 2 struck unit 1.

Witness Dominic Dunkin advised in summary that he was walking Southbound on Liberty St. near the intersection of Liberty St. and E. Somonauk St. when he saw unit 1 traveling Northbound. Dominic advised unit 1 did not slow down when approaching the intersection or the yield sign and proceeded into the intersection and was struck by unit 2.

100

ANV

INV	1	1	U2
TYPE OF REPORT			
SCENE (DESK RECALL)			
TOWNSHIP			
LE			
L			
INFORMATION SYSTEM			
NO <input type="checkbox"/> UNK <input type="checkbox"/>			
OWNER (LAST, FIRST, MIDDLE)			
STREET, CITY, STATE, ZIP			
SET			
INFORMATION SYSTEM			
NO <input type="checkbox"/> UNK <input type="checkbox"/>			
OWNER (LAST, FIRST, MIDDLE)			
STREET (STREET CITY, STATE, ZIP)			
(NAME)			
DAMAGED P			
/DIST.			

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Streets



* X003139036 *

IY003

DRAC	2	1	2	4	1	45	1	1	1	1	5	11	11	11	11
U1	U2	U1	U2	U1	U2	U1	U2	U1	U2	U1	U2	U1	U2	U1	U2

INVESTIGATING AGENCY: **Yorkville Police Department**

ADDRESS NO. _____ HIGHWAY OR STREET NAME: **SPRING ST**

(CIRCLE) (CIRCLE) (CIRCLE) **MCHUGH ROAD**

AT INTERSECTION WITH _____ (NAME OF INTERSECTION OR ROAD FEATURE)

DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ EQUES ☐ NMV ☐ NCV ☐ DV DATE OF BIRTH: _____

NAME (LAST, FIRST, MI) _____ SEX: **M** SAFT: **2** AIR: **4**

STREET ADDRESS _____ INJ: **O** EJECT: **1** EPTH: **0**

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ DRIVER LICENSE NO. _____

EMS AGENCY _____ HOSPITAL (TAKEN TO) _____

DRIVER ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ PEDAL ☐ EQUES ☐ NMV ☐ NCV ☐ DV DATE OF BIRTH: **9/18/2007**

NAME (LAST, FIRST, MI) _____ SEX: **F** SAFT: **2** AIR: **4**

STREET ADDRESS _____ INJ: **O** EJECT: **1** EPTH: **0**

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ DRIVER LICENSE NO. _____

EMS AGENCY _____ HOSPITAL (TAKEN TO) _____

UNIT 1 (EVO) (MOST) (EVNT) (LOC) **11** **1**

PROPERTY OWNERS ADDRESS: STREET, CITY, STATE, ZIP _____

UNIT 2 (EVO) (MOST) (EVNT) (LOC) **11** **1**

OFFICER ID. _____ SIGNATURE _____

TRFW **1**

VEHT **15**

LNS **2**

ALIGN **1**

COM VEH **1**

EXP **1**

PHONE NUMBER _____

VEHU **2**

SPDR **2**

COM VEH **0**

EXP **0**

PHONE NUMBER _____

BAC **995**

U2 **996**

OGS **1**

U1 **2**

DIRP **7**

SLMT **30**

YR **23**

TIME **8:08**

DATE OF CRASH **9/2/2023**

INTERSECTION RELATED ☒ Y ☐ N

PRIVATE PROPERTY ☐ Y ☒ N

HIT & RUN ☐ Y ☒ N

YEAR **2011**

MODEL **ESCAPE**

MAKE **FORD**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

MAKE **ACURA**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

TYPE OF REPORT ☒ ON SCENE ☐ NOT ON SCENE (DESK REPORT)

CITY **YORKVILLE**

COUNTY **KENDALL**

MAKE **FORD**

LEVEL IN **0**

STATE **IND**

YEAR **2011**

MODEL **ESCAPE**

MAKE **ACURA**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

MAKE **ACURA**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

DATE OF CRASH **9/2/2023**

TIME **8:08**

INTERSECTION RELATED ☒ Y ☐ N

PRIVATE PROPERTY ☐ Y ☒ N

HIT & RUN ☐ Y ☒ N

YEAR **2011**

MODEL **ESCAPE**

MAKE **FORD**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

MAKE **ACURA**

LEVEL IN **0**

STATE **IND**

YEAR **2017**

MODEL **MDX**

TRFW **1**

VEHT **15**

LNS **2**

ALIGN **1**

COM VEH **1**

EXP **1**

PHONE NUMBER _____

VEHU **2**

SPDR **2**

COM VEH **0**

EXP **0**

PHONE NUMBER _____

BAC **995**

U2 **996**

OGS **1**

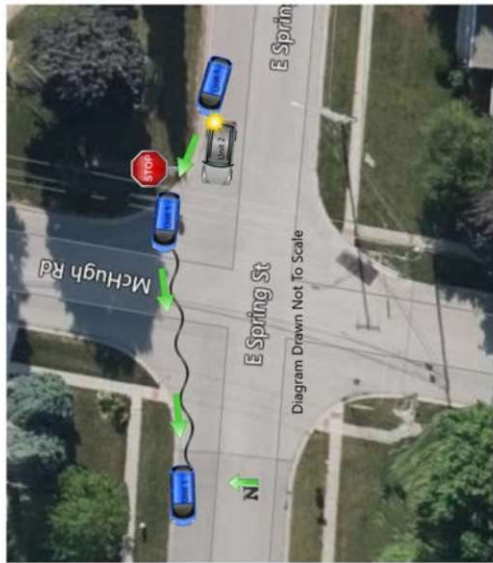
U1 **2**

DIRP **7**

SLMT **30**

X003139036

A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

UNIT 1 AND 2 WERE BOTH W/B SPRING STREET APPROACHING MCHUGH RD.
UNIT 2 WAS STOPPED AT STOP SIGN. UNIT 1 DID NOT STOP AND STRUCK THE REAR OF UNIT 2 WITH THE FRONT BUMPER OF UNIT 1. UNIT 1 VEEERED TO THE RIGHT AND CAME TO REST ACROSS THE INTERSECTION. UNIT 1 HAD BROKEN FRONT LEFT TIRE/FENDER AREA. UNIT 2 HAD BROKEN RIGHT REAR TIRE/FENDER AREA. ALL SUBJECTS DENIED MEDICAL ATTENTION. DRIVER OF UNIT 1 STATED THAT HE WAS ON HIS CELL PHONE AND WASN'T PAYING ATTENTION AND DID NOT SEE THE STOPPED UNIT 2 VEHICLE. DRIVER OF UNIT 1 WAS ARRESTED FOR DUI. SEE OFC SHAPIAMA'S REPORT FOR FUTHER INFORMATION ON THE DUI ARREST AND OTHER CITATIONS ISSUED.

LOCAL USE ONLY

N 41.6476 W -88.4373		U1 Race: W		U2 Race: W	
U1 COLOR Black	U2 COLOR White	U1 Drug 1 000	U1 Drug 2 000	U2 Drug 1 000	U2 Drug 2 000
U1 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE	DAMAGE EXTENT: 3	U1 TOWED TO : AREA 47 TOWING			
U2 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE	DAMAGE EXTENT: 3	U2 TOWED TO : AREA 47 TOWING			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

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3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT	CARRIER NAME	ADDRESS
CITY/STATE/ZIP	MOTOR CARR. ID	ILLCC NO.
<input type="checkbox"/> Interstate <input type="checkbox"/> Not In Comm./Govt.	<input type="checkbox"/> Interstate <input type="checkbox"/> Not In Comm./Govt.	<input type="checkbox"/> Intrastate <input type="checkbox"/> Not In Comm./Other
USDOT NO.	Source of above	Log Book
<input type="checkbox"/> Side of Truck GVWR/GCWR	<input type="checkbox"/> Papers <input type="checkbox"/> Driver	<input type="checkbox"/> Log Book
<input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000	Were HAZMAT placards on vehicle?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name on placard	4 digit UN NO.	1 digit Hazard Class NO.
Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unknown
Did HAZMAT Regulations violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unknown
Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unknown
Was a Driver/Vehicle Examination Report form completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Unknown
HAZMAT	<input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service
MCS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service
Form Number	DOT PERMIT NO.	WIDELOAD? <input type="checkbox"/> Y <input type="checkbox"/> N
TRAILER VIN 1	TRAILER VIN 2	TRAILER WIDTH(S)
TRAILER 1	TRAILER 2	0 - 96" 97 - 102" > 102"
TRAILER LENGTH(S) 1	TRAILER LENGTH(S) 2	ft NO. OF AXLES
TOTAL VEHICLE LENGTH	ft	ft
SELECT CODES FROM BACK OF CRASH BOOKLET		
VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE		

1. *What is the purpose of this study?*
 2. *What are the research objectives?*
 3. *What is the research methodology?*
 4. *What are the results of the study?*
 5. *What are the conclusions of the study?*
 6. *What are the limitations of the study?*
 7. *What are the implications of the study?*
 8. *What are the future research directions?*
 9. *What are the contributions of the study?*
 10. *What are the key findings of the study?*
 11. *What are the main results of the study?*
 12. *What are the primary outcomes of the study?*
 13. *What are the secondary outcomes of the study?*
 14. *What are the tertiary outcomes of the study?*
 15. *What are the quaternary outcomes of the study?*
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 99. *What are the octogintenary outcomes of the study?*
 100. *What are the nonogintenary outcomes of the study?*

IY003

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X003227001

A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

Unit 1 was traveling west bound on E Spring St approaching the intersection with McHugh Rd. Unit 2 was traveling north bound on McHugh Rd approaching the intersection with E Spring St. That intersection is a 4-way stop intersection marked with stop signs going each direction of travel. Unit 2 made a complete stop at the intersection before proceeding north bound through the intersection. Unit 1 failed to stop while traveling west bound, and collided with the passenger side of unit 2.

The impact caused moderate damage to the rear passenger side of unit 2. The impact caused moderate damage to the front bumper of unit 1. There was no airbag deployment on either of the vehicles. There were no injuries reported by either party involved. No tows were needed.

LOCAL USE ONLY

U1 Race: O		U2 Race: W	
U1 COLOR Blue	U2 COLOR Black	U1 Drug 1 000	U2 Drug 1 000
U1 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE	U2 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE	U1 Drug 2 000	U2 Drug 2 000
<input type="checkbox"/> NOT DISABLING DAMAGE	<input type="checkbox"/> NOT DISABLING DAMAGE	U1 TOWED BY / TO:	U2 TOWED BY / TO:
<input type="checkbox"/> DISABLING DAMAGE	<input type="checkbox"/> DISABLING DAMAGE	DAMAGE EXTENT:	DAMAGE EXTENT:

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____	CARRIER NAME _____	ADDRESS _____
CITY/STATE/ZIP _____	MOTOR CARR. ID _____	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/> Not In Comm./Govt. <input type="checkbox"/> Not In Comm./Other
USDOT NO. _____	ILLCC NO. _____	Source of above <input type="checkbox"/> Side of Truck <input type="checkbox"/> Papers <input type="checkbox"/> Driver <input type="checkbox"/> Log Book GVWR/GCWR <input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000
Were HAZMAT placards on vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name on placard _____	4 digit UN NO. _____ 1 digit Hazard Class NO. _____
Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Did HAZMAT Regulations violation contribute to the crash? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Was a Driver/Vehicle Examination Report form completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	HAZMAT <input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No
MCS <input type="checkbox"/> Yes <input type="checkbox"/> No	Out of Service <input type="checkbox"/> Yes <input type="checkbox"/> No	Form Number _____
IDOT PERMIT NO. _____	WIDELOAD? <input type="checkbox"/> Y <input type="checkbox"/> N	TRAILER VIN 1 _____
TRAILER VIN 2 _____	TRAILER WIDTH(S) 0 - 96" <input type="checkbox"/> 97 - 102" <input type="checkbox"/> > 102" <input type="checkbox"/>	TRAILER 1 <input type="checkbox"/> TRAILER 2 <input type="checkbox"/>
TRAILER LENGTH(S) 1 _____ ft 2 _____ ft	TOTAL VEHICLE LENGTH _____ ft	NO. OF AXLES _____
SELECT CODES FROM BACK OF CRASH BOOKLET		
VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____		

Narrative

The unit 2 driver did not want the unit 1 driver cited for the failure to stop at the stop sign. Both vehicles were able to be driven off scene.

TRAFFIC SPEED STUDIES

EAST SOMONAUK STREET
(2025 & 2021)

For Project:

Project Notes:

Location/Name:

Report Generated:

Speed Intervals

Time Intervals

Traffic Report From

85th Percentile Speed

85th Percentile Vehicles

Max Speed

Total Vehicles

AADT:

YO1107 - EAST SOMONAUK

EAST OF FREEMONT, WEST OF MCHUGH, MARCH 2025

Merged

3/27/20251:47:59 PM

1 MPH

Instant

3/20/20252:00:00 PMthrough3/27/202512:59:59 PM

34 MPH

6318

53 MPHon3/20/20253:36:52 PM

7433

1068

Volumes -

weekly counts

Time	5 Day	7 Day
Average Daily	1064	979
AM Peak	11:00 AM82	76
PM Peak	3:00 PM118	102

Speed

Speed Limit:

85th Percentile Speed:

50th Percentile Speed:

10 MPH Pace Interval:

Average Speed:

30

34

30

25.0 MPHto35.0 MPH

29.74

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	408	522	450	559	766	456	247
% over limit	39.8	45.7	41.6	48.7	51.1	50.6	38.7
Avg Speeder	33.2	33.6	33.4	33.5	33.5	33.8	33.5
Avg Speed	29.1	29.9	29.2	30.0	30.3	30.2	28.9

Class Counts

	Number	%
VEH_SM	31	0.4
VEH_MED	7248	97.5
VEH_LG	154	2.1
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

	3/27/2025	to	4/2/2025							
	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Week	Weekend	Week Day 85%
Hour	3/27/2025	3/28/2025	3/29/2025	3/30/2025	3/31/2025	4/1/2025	4/2/2025	Day Avg	Avg	Avg Speed
0 - 1	0	*	*	*	*	*	*	*	*	0
1 - 2	26.5	*	*	*	*	*	*	26.5	*	31
2 - 3	0	*	*	*	*	*	*	*	*	0
3 - 4	27	*	*	*	*	*	*	27	*	27
4 - 5	26.75	*	*	*	*	*	*	26.75	*	30
5 - 6	27	*	*	*	*	*	*	27	*	33
6 - 7	29.66	*	*	*	*	*	*	29.66	*	32
7 - 8	29.02	*	*	*	*	*	*	29.02	*	33.3
8 - 9	30.13	*	*	*	*	*	*	30.13	*	34.2
9 - 10	29.62	*	*	*	*	*	*	29.62	*	34.2
10 - 11	29.64	*	*	*	*	*	*	29.64	*	33.8
11 - 12	29.4	*	*	*	*	*	*	29.4	*	33
12 - 13	29.19	*	*	*	*	*	*	29.19	*	32.7
13 - 14	*	*	*	*	*	*	*	*	*	0
14 - 15	*	*	*	*	*	*	*	*	*	0
15 - 16	*	*	*	*	*	*	*	*	*	0
16 - 17	*	*	*	*	*	*	*	*	*	0
17 - 18	*	*	*	*	*	*	*	*	*	0
18 - 19	*	*	*	*	*	*	*	*	*	0
19 - 20	*	*	*	*	*	*	*	*	*	0
20 - 21	*	*	*	*	*	*	*	*	*	0
21 - 22	*	*	*	*	*	*	*	*	*	0
22 - 23	*	*	*	*	*	*	*	*	*	0
23 - 24	*	*	*	*	*	*	*	*	*	0
Totals	29.4	0	0	0	0	0	0			
% of Total	100%	0%	0%	0%	0%	0%	0%			

Summary of Violators

YO1107 - EAST SOMONAUK

EAST OF FREEMONT, WEST OF MCHUGH,
MARCH 2025

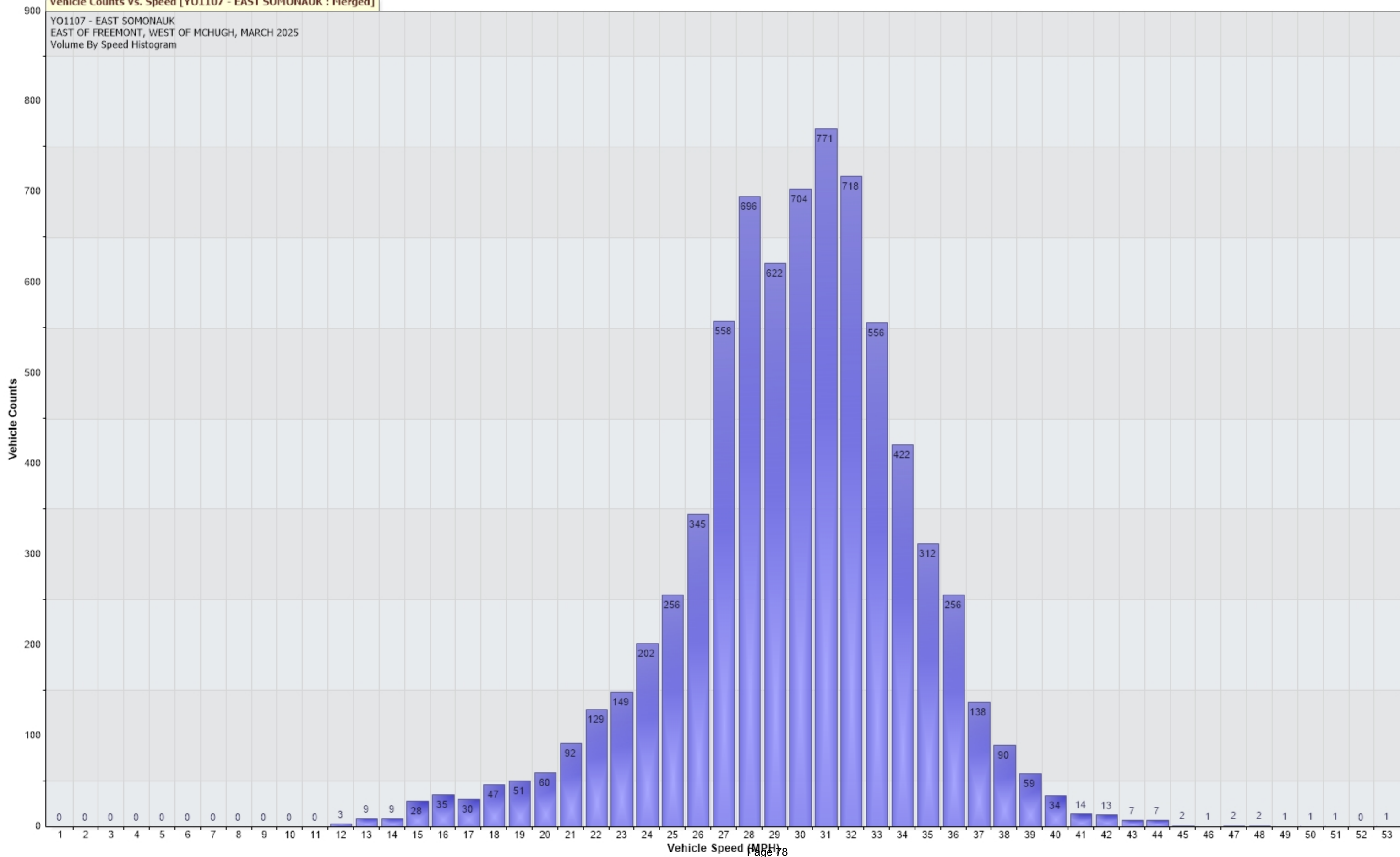
from Thu-Mar-20-2025-02-00-PM to Thu-Mar-27-2025-12-59-PM

Starting Hour	Count	Average Speed of all Traffic	Violator Counts	Average Speed of Violators
00:00:00	23	31.1	16	33.1
01:00:00	15	30.6	11	32.3
02:00:00	13	31.8	6	35.5
03:00:00	14	27.6	3	32.7
04:00:00	24	28.3	9	34.6
05:00:00	60	28.2	22	34.3
06:00:00	220	29.8	97	33.3
07:00:00	400	30.4	208	33.6
08:00:00	371	29.5	169	33.4
09:00:00	362	29.1	140	33.4
10:00:00	449	29.5	203	33.6
11:00:00	537	29.7	231	33.7
12:00:00	516	30.0	253	33.5
13:00:00	463	30.0	217	33.6
14:00:00	450	29.4	195	33.6
15:00:00	698	29.8	339	33.6
16:00:00	719	30.0	351	33.3
17:00:00	636	30.1	314	33.4
18:00:00	508	29.5	218	33.4
19:00:00	343	29.4	147	33.4
20:00:00	257	29.1	96	33.2
21:00:00	156	29.9	68	34.6
22:00:00	115	29.5	59	32.9
23:00:00	84	29.9	36	33.4

Vehicle Counts Vs. Speed [YO1107 - EAST SOMONAUK : Merged]

YO1107 - EAST SOMONAUK
EAST OF FREEMONT, WEST OF MCHUGH, MARCH 2025
Volume By Speed Histogram

7,433 Counts



For Project:	YO1107				
Project Notes:	Somonauk and Freemont East leg				
Location/Name:	Merged				
Report Generated:	2/18/2021	14:55			
Speed Intervals	1 MPH				
Time Intervals	Instant				
Traffic Report From	2/9/2021	11:00:00	through	2/16/2021	14:59:59
85th Percentile Speed	35 MPH				
85th Percentile Vehicles	5844				
Max Speed	56 MPH	on	2/10/2021	22:10:29	
Total Vehicles	6875				
AADT:	959				

Volumes - weekly counts

Time	5 Day	7 Day
Average Daily	1026	899
AM Peak	07:00 85	66
PM Peak	03:00 114	95

Speed

Speed Limit:	35
85th Percentile Speed:	35
Average Speed:	29.72

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	15	93	186	226	214	12	37
% over limit	2.6	8.0	14.2	17.2	16.0	1.9	7.1
Avg Speeder	37.3	37.9	39.0	38.5	38.4	37.3	38.7

Class Counts

	Number	%
VEH_SM	85	1.2
VEH_MED	6593	95.9
VEH_LG	197	2.9
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

Merged Weekly Speeds

YO1107

from Tue-Feb-09-2021-11-00-AM to Tue-Feb-16-2021-02-59-PM

Somonauk and Freemont East leg

	2/9/2021	to	2/15/2021							
	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Week	Weekend	Week Day 85%
Hour	2/9/2021	2/10/2021	2/11/2021	2/12/2021	2/13/2021	2/14/2021	2/15/2021	Day Avg	Avg	Avg Speed
0 - 1	*	29.4	30	29	27.6	30	27.6	28.96	28.29	33.38
1 - 2	*	24	36	40	29.6	31	15	27.44	29.83	29.25
2 - 3	*	0	0	0	27.25	26	0	0	27	0
3 - 4	*	35	37	32	0	0	30.5	33.33	0	34.5
4 - 5	*	31	29.8	30.12	23	26.5	24	29.22	25.8	30
5 - 6	*	31.13	29.23	28	24.17	26.78	27.67	29.22	25.73	32.62
6 - 7	*	29.15	30.89	30.88	26.36	0	26	30.04	26.36	33.62
7 - 8	*	31.57	32.95	32.17	26.44	30.44	27.11	31.89	27.44	33.98
8 - 9	*	32.01	31.58	32.29	25.03	28.59	26.65	31.34	26.29	34.6
9 - 10	*	30.39	29.77	28.25	27.93	29.62	24.19	28.4	28.65	32.88
10 - 11	*	31.17	30.14	30.48	24.51	28.42	26.49	29.79	26.09	33.62
11 - 12	29.14	31.25	31.51	31.79	26.17	28.94	24.81	30.14	27.61	33.64
12 - 13	31.9	31.57	32.15	31.84	27.29	29.84	25.38	31.19	28.25	34.48
13 - 14	30.28	30.38	31.29	31.3	26.58	30.28	26.84	30.22	28.39	34.04
14 - 15	30.72	30.65	31.43	32.18	25.7	30.2	29	31.07	27.79	34.5
15 - 16	30.69	30.75	30.45	30.54	25.79	29.22	27.9	30.32	27.67	34.12
16 - 17	30.96	31.7	32.23	32.08	26.71	29.36	26.94	31.3	28.13	34.28
17 - 18	28.89	30.92	30.78	31.68	26.84	25.79	25.88	30.06	26.32	33.58
18 - 19	27.04	30.04	29.48	30.17	27.93	27.32	26	29.14	27.66	32.64
19 - 20	26.61	32.29	31	28.54	27.04	27.57	24.62	28.94	27.33	33.2
20 - 21	28.79	31.1	29.31	30.21	27.52	26.74	24.67	29.45	27.18	31.24
21 - 22	28.24	28.32	27.45	30.18	27.18	23.5	24.67	28.2	25.81	31.96
22 - 23	29.88	34.7	30.22	28.62	27.05	24.53	25.43	30.12	25.86	30.7
23 - 24	32	30.33	27.88	25	25.75	29.5	29.67	27.22	26.5	32.2

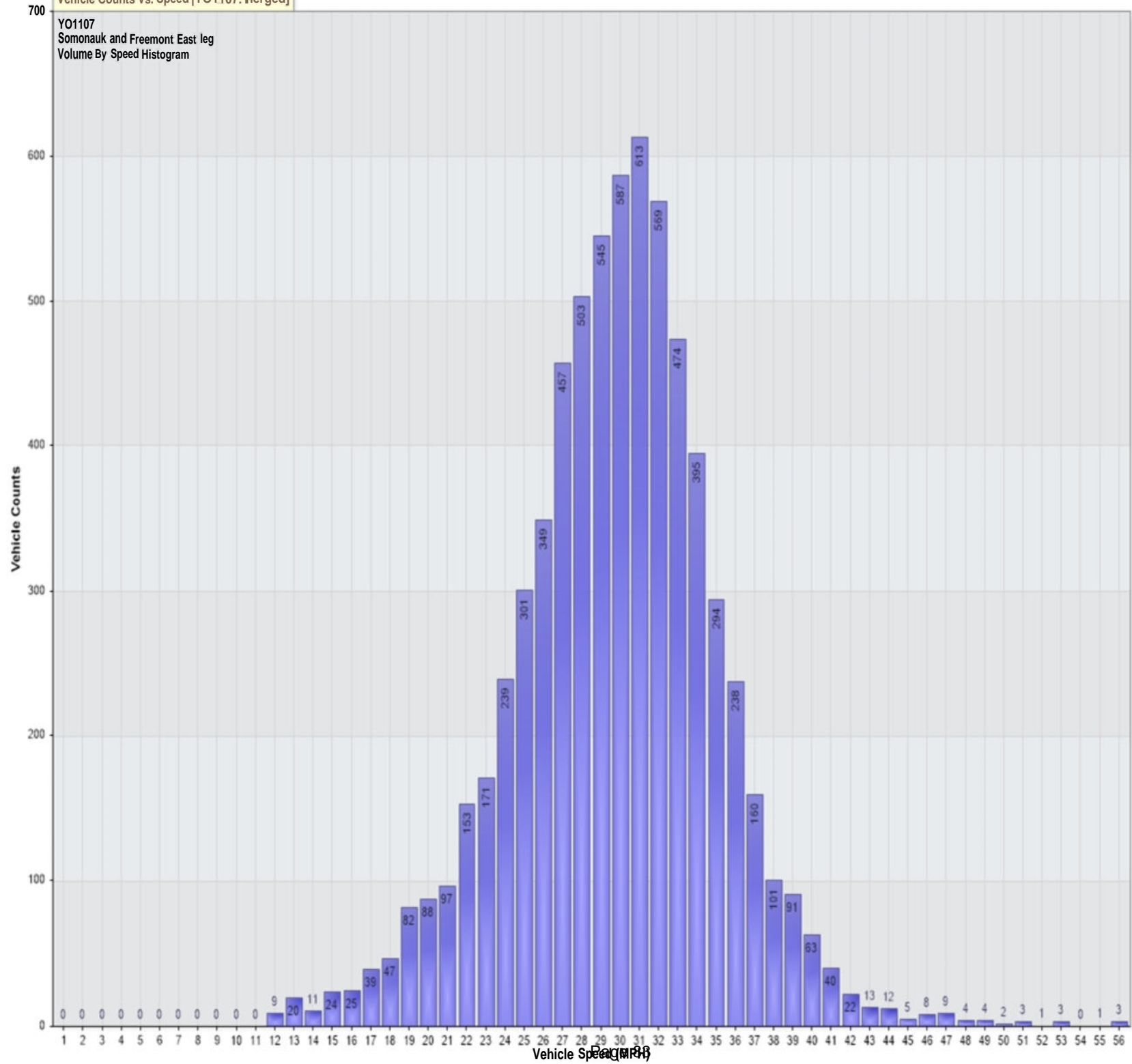
										Page 1
	2/16/2021	to	2/22/2021							
	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Week	Weekend	Week Day 85%
Hour	2/16/2021	2/17/2021	2/18/2021	2/19/2021	2/20/2021	2/21/2021	2/22/2021	Day Avg	Avg	Avg Speed
0 - 1	23.67	*	*	*	*	*	*	23.67	*	32
1 - 2	30	*	*	*	*	*	*	30	*	34
2 - 3	20.86	*	*	*	*	*	*	20.86	*	22
3 - 4	0	*	*	*	*	*	*	*	*	0
4 - 5	25.8	*	*	*	*	*	*	25.8	*	28
5 - 6	25.33	*	*	*	*	*	*	25.33	*	29.5
6 - 7	23.83	*	*	*	*	*	*	23.83	*	26
7 - 8	23.06	*	*	*	*	*	*	23.06	*	26
8 - 9	24.86	*	*	*	*	*	*	24.86	*	29.3
9 - 10	25.13	*	*	*	*	*	*	25.13	*	29
10 - 11	26.59	*	*	*	*	*	*	26.59	*	29
11 - 12	25.64	*	*	*	*	*	*	25.64	*	31
12 - 13	27.22	*	*	*	*	*	*	27.22	*	33
13 - 14	27.22	*	*	*	*	*	*	27.22	*	32.7
14 - 15	30.1	*	*	*	*	*	*	30.1	*	35
15 - 16	*	*	*	*	*	*	*	*	*	0
16 - 17	*	*	*	*	*	*	*	*	*	0
17 - 18	*	*	*	*	*	*	*	*	*	0
18 - 19	*	*	*	*	*	*	*	*	*	0
19 - 20	*	*	*	*	*	*	*	*	*	0
20 - 21	*	*	*	*	*	*	*	*	*	0
21 - 22	*	*	*	*	*	*	*	*	*	0
22 - 23	*	*	*	*	*	*	*	*	*	0
23 - 24	*	*	*	*	*	*	*	*	*	0

Starting Hour	Count	Average Speed of all Traffic	Violator Counts	Average Speed of Violators
00:00:00	33	28.3	2	36.5
01:00:00	17	28.6	4	37.8
02:00:00	12	23.4	0	0.0
03:00:00	6	33.3	2	36.5
04:00:00	33	28.2	2	39.0
05:00:00	73	28.0	5	39.2
06:00:00	218	29.5	26	38.4
07:00:00	464	31.2	72	39.1
08:00:00	416	30.4	58	39.0
09:00:00	270	28.1	15	38.2
10:00:00	333	28.5	27	37.6
11:00:00	501	29.3	56	37.4
12:00:00	604	30.4	85	38.6
13:00:00	471	29.6	55	38.8
14:00:00	623	30.6	86	38.9
15:00:00	645	30.0	78	39.1
16:00:00	666	30.8	95	37.8
17:00:00	495	29.4	46	37.7
18:00:00	354	28.8	28	37.5
19:00:00	213	28.5	19	38.7
20:00:00	174	28.9	9	40.3
21:00:00	129	27.7	8	39.0
22:00:00	78	28.2	3	46.7
23:00:00	47	26.9	2	36.5

Vehicle Counts Vs. Speed [YO1107: Merged]

YO1107
Somonauk and Fremont East leg
Volume By Speed Histogram

6,875 Courts



TRAFFIC SPEED STUDY
EAST SPRING STREET
(2025)

For Project:

Project Notes:

Location/Name:

Report Generated:

Speed Intervals

Time Intervals

Traffic Report From

85th Percentile Speed

85th Percentile Vehicles

Max Speed

Total Vehicles

AADT:

YO1107-C EAST SPRING ST

EAST OF FREEMONT, WEST OF MCHUGH, APRIL 2025

Merged

4/4/20258:59:03 AM

1 MPH

Instant

3/27/20254:00:00 PMthrough4/4/20257:59:59 AM

38 MPH

5833

84 MPHon3/31/202510:09:34 AM

6862

895

Volumes -

weekly counts

Time	5 Day	7 Day
Average Daily	818	815
AM Peak	8:00 AM56	54
PM Peak	3:00 PM92	83

Speed

Speed Limit:

85th Percentile Speed:

50th Percentile Speed:

10 MPH Pace Interval:

Average Speed:

30

38

33

28.0 MPHto38.0 MPH

32.64

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	671	750	643	929	709	554	493
% over limit	68.5	72.5	69.5	72.1	69.7	64.9	64.4
Avg Speeder	35.2	35.2	35.5	35.8	35.2	34.9	35.4
Avg Speed	32.5	32.8	32.7	33.2	32.6	32.0	32.3

Class Counts

	Number	%
VEH_SM	123	1.8
VEH_MED	6591	96.1
VEH_LG	148	2.2
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

	Mar 2025									
	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Week	Weekend	Week Day 85%
Hour								Day Avg	Avg	Avg Speed
0 - 1	*	33	30.91	31.64	24.33	*	*	30.11	31.27	31.5
1 - 2	*	31.5	30.22	32	28	*	*	29.75	31.11	29.5
2 - 3	*	35	37.5	31.4	33	*	*	33.5	33.14	36
3 - 4	*	31.5	32.5	29.33	30.75	*	*	31	30.6	33.75
4 - 5	*	32.5	31.83	34.33	32.64	*	*	32.58	32.67	37
5 - 6	*	32.62	34.14	22.5	32.52	*	*	32.56	31.56	36.5
6 - 7	*	32.24	33	29.22	33.65	*	*	32.98	31.3	37
7 - 8	*	32.53	31.58	32.58	33.49	*	*	33.08	31.86	37.9
8 - 9	*	34.41	31.84	32.45	33.28	*	*	33.79	32.13	37
9 - 10	*	34.02	32.52	32	32.11	*	*	33.02	32.35	38
10 - 11	*	31.63	32.82	30.1	33.82	*	*	32.69	31.25	36.85
11 - 12	*	32.46	31.47	32.23	31.6	*	*	32.03	31.84	37
12 - 13	*	32.53	31.12	31.45	32.33	*	*	32.43	31.31	36.85
13 - 14	*	33.53	32.41	32.45	30.58	*	*	31.94	32.43	36.7
14 - 15	*	34	33.12	33.16	31.33	*	*	32.65	33.14	37.25
15 - 16	*	33.23	32.48	34.1	33.44	*	*	33.34	33.42	38.45
16 - 17	31.41	32.09	30.45	33.08	33.28	*	*	32.53	31.42	36.67
17 - 18	33.48	32.58	33.48	32.5	33.12	*	*	33.02	32.97	37.2
18 - 19	33.53	32.94	32.03	34.38	32.4	*	*	32.97	33.08	36.93
19 - 20	31.9	32.35	31.75	30.93	30.88	*	*	31.74	31.32	36.73
20 - 21	31.56	32.13	32.12	30.33	32.39	*	*	32.11	31.13	36.5
21 - 22	33.55	30.37	31.78	34.5	31.27	*	*	31.55	33	35.5
22 - 23	33.21	32.41	32.17	31.6	31.11	*	*	32.12	31.95	35.67
23 - 24	31.25	31.68	31.67	32.17	34.92	*	*	32.37	31.78	37.5
Totals	32.6	32.7	32	32.3	32.5	0	0			
% of Total	20.11%	20.17%	19.74%	19.93%	20.05%	0%	0%			

	Apr 2025									
	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Week	Weekend	Week Day 85%
Hour								Day Avg	Avg	Avg Speed
0 - 1	29.5	24.5	*	*	*	33	27.14	28.47	*	31
1 - 2	27	28	*	*	*	32	32.25	29.07	*	33.12
2 - 3	26.5	28.5	*	*	*	33.5	24	28.12	*	31.75
3 - 4	28	29.33	*	*	*	28.67	29	28.8	*	32.25
4 - 5	35	32.5	*	*	*	32.56	30.08	32.48	*	35.75
5 - 6	31.48	33.45	*	*	*	33.09	32.91	32.74	*	37.25
6 - 7	33.41	32.75	*	*	*	31.97	30.6	32.17	*	37.33
7 - 8	34.3	31.14	*	*	*	33.21	33.16	33.43	*	36.62
8 - 9	33.13	*	*	*	*	32.95	31.41	32.52	*	37.37
9 - 10	33.11	*	*	*	*	33.51	33.76	33.44	*	38.13
10 - 11	34.06	*	*	*	*	33.13	31.69	32.85	*	37.23
11 - 12	33.5	*	*	*	*	32.98	31.33	32.63	*	37.53
12 - 13	32.3	*	*	*	*	30.54	35	32.15	*	36.73
13 - 14	34.11	*	*	*	*	33.13	31.22	33.01	*	38.83
14 - 15	33.88	*	*	*	*	33.39	33.92	33.74	*	38.67
15 - 16	34.15	*	*	*	*	32.58	32.62	33.15	*	37.77
16 - 17	33.02	*	*	*	*	33.3	32.23	32.86	*	36.73
17 - 18	34.18	*	*	*	*	33.67	34.08	33.96	*	38.37
18 - 19	32.83	*	*	*	*	33.08	34.49	33.51	*	37.8
19 - 20	33.29	*	*	*	*	32.83	33.28	33.11	*	37.27
20 - 21	33.65	*	*	*	*	32.5	32.09	32.69	*	36.43
21 - 22	33.31	*	*	*	*	33.2	32.79	33.11	*	36.57
22 - 23	32.5	*	*	*	*	30.96	33.93	32.22	*	38.27
23 - 24	33	*	*	*	*	29.29	37	32.47	*	37
Totals	33.4	32.2	0	0	0	32.8	32.7			
% of Total	25.48%	24.56%	0%	0%	0%	25.02%	24.94%			

Summary of Violators

YO1107-C EAST SPRING ST

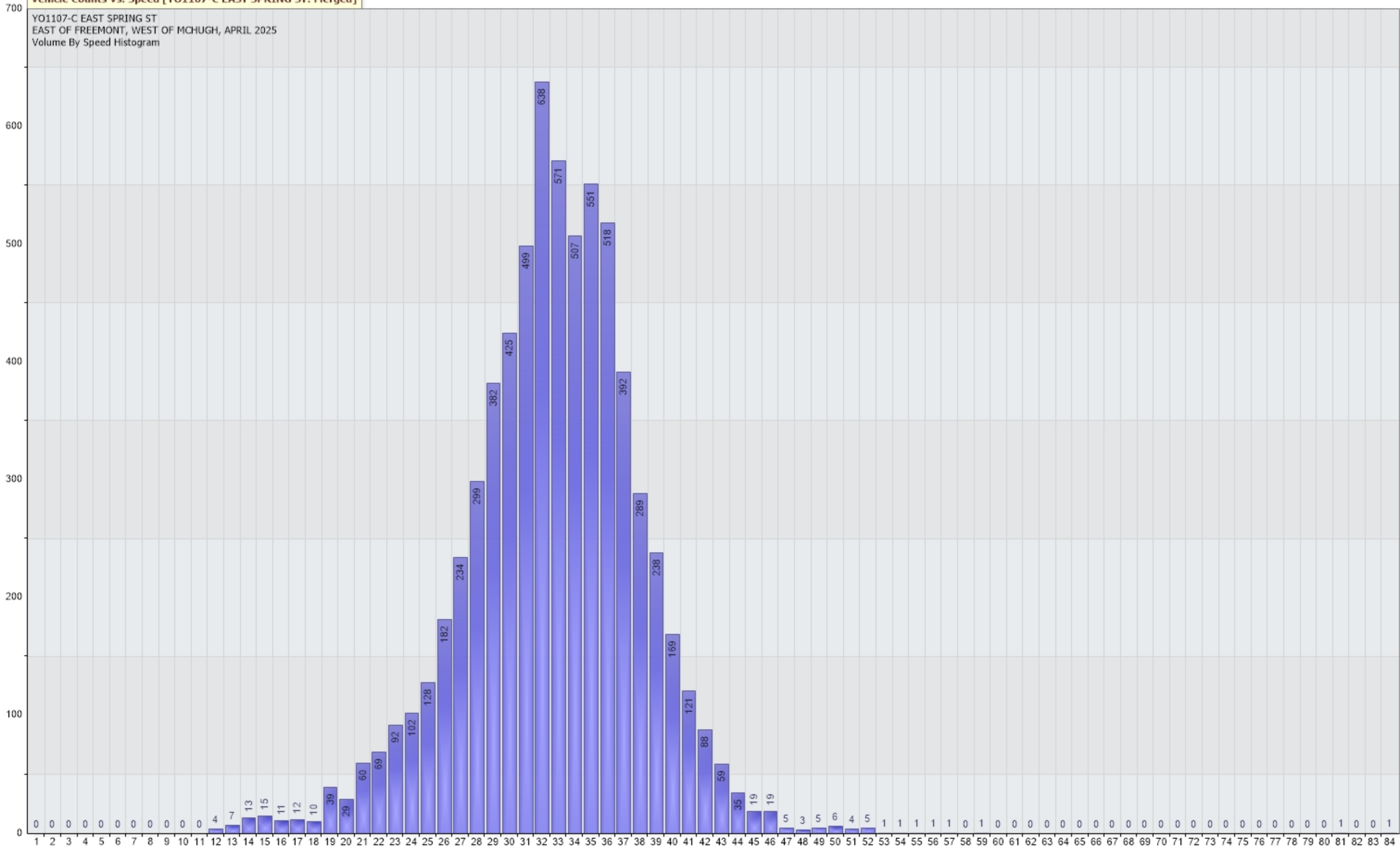
from Thu-Mar-27-2025-04-00-PM to Fri-Apr-04-2025-07-59-AM

EAST OF FREEMONT, WEST OF MCHUGH, APRIL
2025

Starting Hour	Count	Average Speed of all Traffic	Violator Counts	Average Speed of Violators
00:00:00	50	30.0	26	34.4
01:00:00	40	30.1	19	35.3
02:00:00	19	31.1	12	34.3
03:00:00	21	29.9	8	33.9
04:00:00	70	32.5	48	34.9
05:00:00	157	32.6	110	35.4
06:00:00	197	32.3	129	35.6
07:00:00	339	33.1	253	35.5
08:00:00	328	32.8	237	35.4
09:00:00	302	33.0	225	35.2
10:00:00	311	32.3	191	35.8
11:00:00	382	32.2	254	35.1
12:00:00	388	32.0	248	35.1
13:00:00	363	32.5	238	35.5
14:00:00	406	33.3	299	35.6
15:00:00	587	33.3	429	35.6
16:00:00	636	32.4	435	35.2
17:00:00	583	33.4	448	35.4
18:00:00	438	33.2	330	35.5
19:00:00	444	32.2	295	34.9
20:00:00	308	32.2	193	35.0
21:00:00	229	32.5	158	34.9
22:00:00	167	32.1	105	35.3
23:00:00	97	32.2	59	35.7

YO1107-C EAST SPRING ST
EAST OF FREEMONT, WEST OF MCHUGH, APRIL 2025
Volume By Speed Histogram

Vehicle Counts



MUTCD Intersection Control Guidelines

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

Guidance:

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

Guidance:

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

Standard:

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

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

Guidance:

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

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

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

Option:

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

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

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

Guidance:

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

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

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

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

Support:

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

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

Guidance:

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

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

Option:

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

Standard:

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: April 15, 2025
Subject: Grande Reserve Traffic Control

As requested, we investigated the following traffic patterns and intersections in the Grande Reserve Subdivision. The following intersections were studied:

1. Grande Trail and Constitution Way
2. Berrywood Lane and Lehman Crossing

Our findings for these intersections were as follows:

- All streets examined were designated as local roads.
- Neither intersection currently has any traffic control devices in place.
- The Grande Reserve Neighborhood Posted Speed Limit is 30 mph. A School Zone with a 20 mph Posted Speed Limit is in place on Freedom Place and along Grande Trail from Matlock Drive to roughly 400 feet south of the intersection at Constitution Way.
- No posted parking restrictions exist along any of the legs of the intersections studied.
- School buses passed both intersections; however, neither was observed to be a drop-off or pick-up location.
- The United City of Yorkville Police Department reported zero accidents for both intersections in the previous 36-month period.
- Insufficient intersection sight distance as defined in the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual* was observed at both intersections for uncontrolled crossings. Homes and parked cars in driveways impact safe maneuvers at the corners of Berrywood Lane and Lehman Crossing. Homes and low tree canopies impact safe maneuvers at the southwest and northwest corners of Grande Trail and Constitution Way.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering all intersections was less than that required for the 8-hour, multi-way stop warrant.
- An excessive queue of vehicles was observed spilling out of the drop-off entrance southwest of Grande Reserve Elementary School. This queue occupied the east side of Grande Trail from the School's entrance all the way to the intersection at Justice Drive. Vehicles were still able to travel in both directions along Grande Trail.

Our recommendations for improvements at these intersections are discussed on the next page, and in the exhibits attached with this Memo.

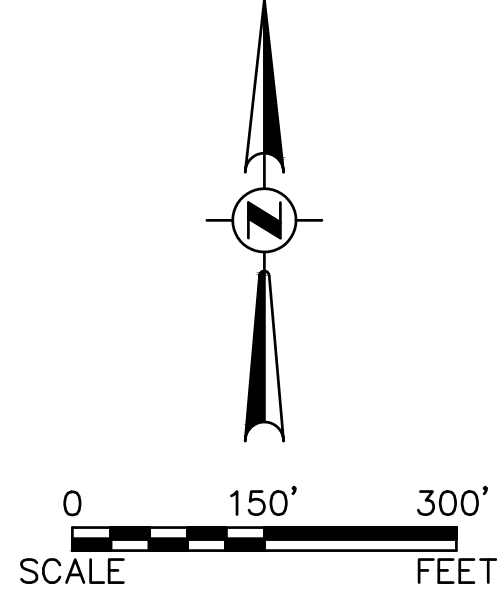
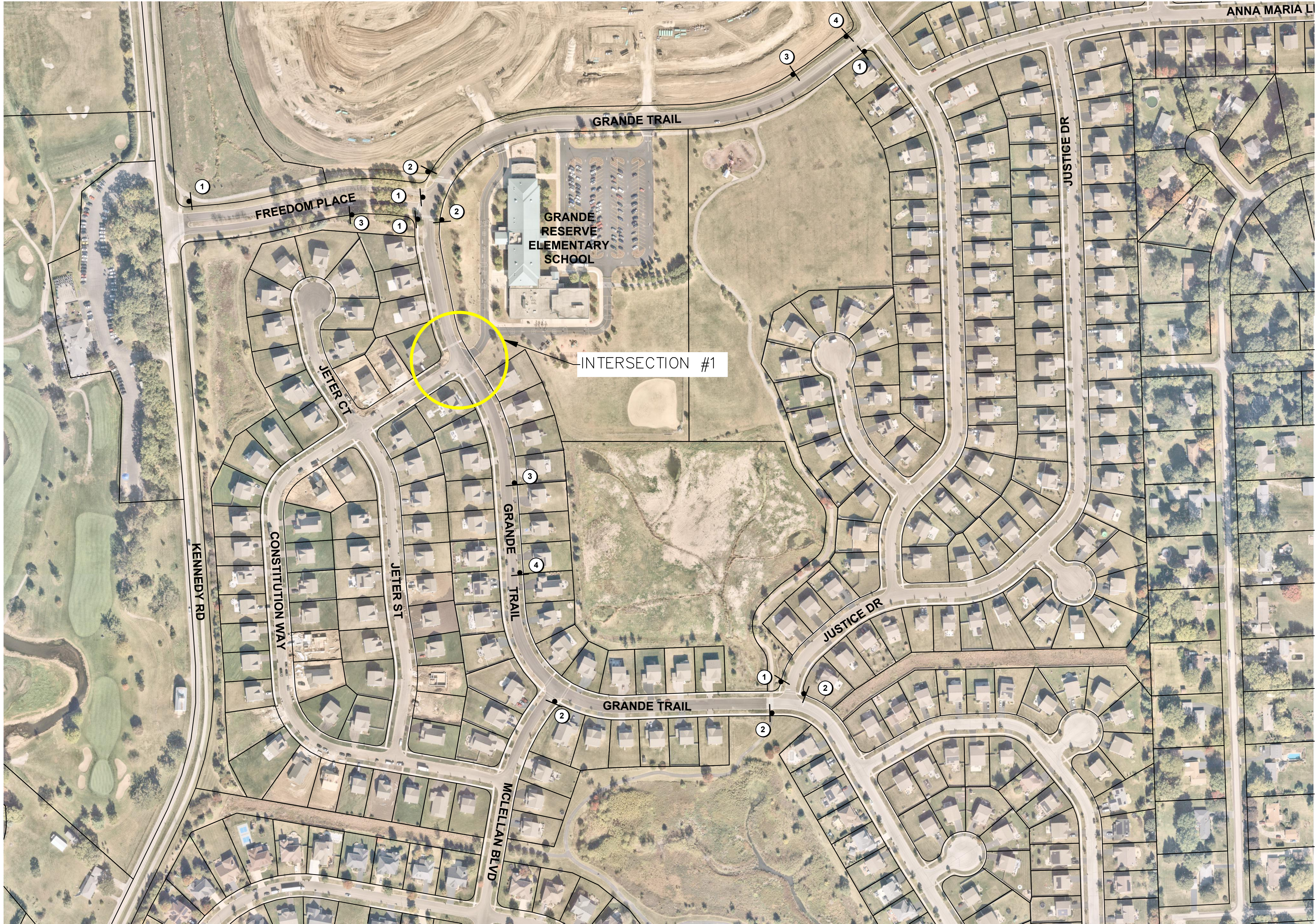
1. Grande Trail and Constitution Way

- **Currently, the west leg of the Constitution Way and Grande Trail intersection appears to be a good candidate for a STOP sign and a STOP bar pavement marking.**
- **The north-south crosswalk on the west leg of the intersection should be striped in accordance with IDOT's Standard "School & Pedestrian" Crosswalk Markings.**
- **School Advance Crossing Assemblies (S1-1 & W16-9P) and School Crossing Assemblies (S1-1 & W16-7P) should be installed along Grande Trail for both northbound and southbound traffic. The location for these signs are depicted in the attached exhibit.**
- **Methods to reduce the queue of vehicles emitting from Grande Reserve Elementary's southwest drop-off entrance along Grande Trail should be investigated and implemented, especially as Grande Reserve continues to develop.**

2. Berrywood Lane and Lehman Crossing

- **Currently, the intersection of Berrywood Lane and Lehman Crossing appears to be a good candidate for a two-way stop. STOP signs should be installed on both the north and south legs of the intersection.**
- **To maintain consistency with other bicycle trail crosswalks in the subdivision, the north-south crosswalk on the west leg of the intersection should be striped in accordance with IDOT's Standard "Bicycle & Equestrian" Crosswalk Markings.**

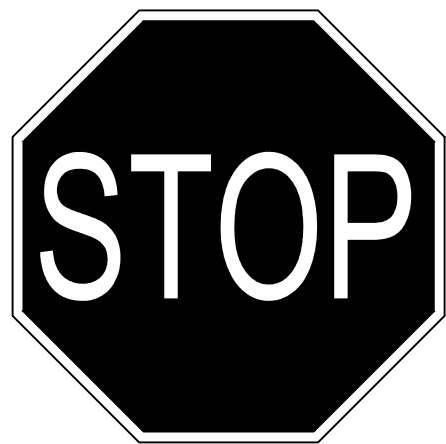
The pages attached to this memorandum include existing and proposed traffic control exhibits, preliminary engineering study forms, intersection traffic counts, intersection sight distance photos, and the correspondence with the United City of Yorkville's Police Department regarding relevant crash data. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices.



SYMBOL LEGEND

EXISTING SIGN

SIGN LEGEND



R1-1
①



S4-5
④



R1-1
②



S4-3P

R2-1

S4-2P

③

Plotted: April 11, 2025 @ 9:48 AM By: Angela Driessen - Tab: 01 EXISTING GRANDE AND CONST

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651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60560

0 1
Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

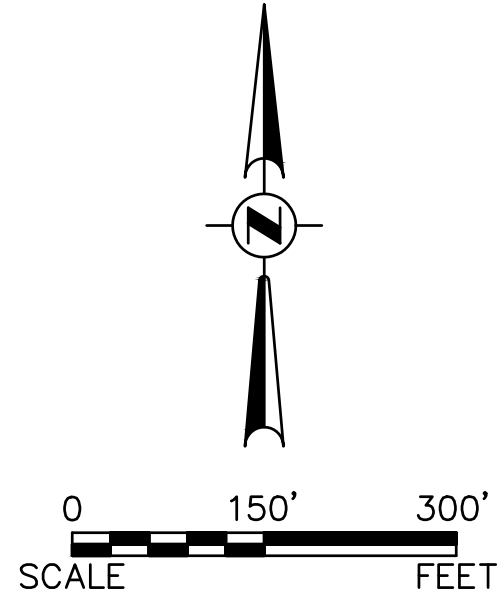
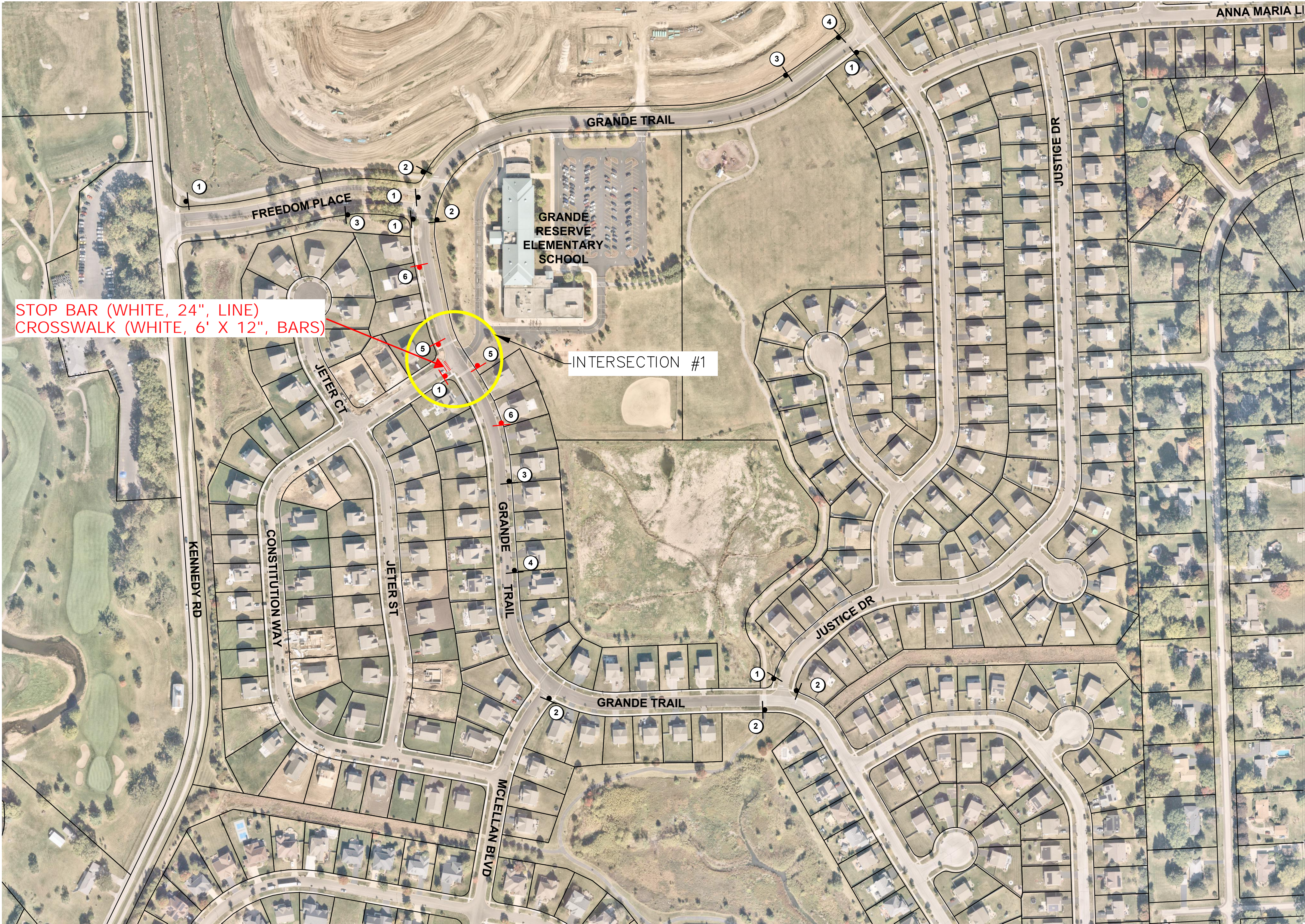
NO.	DATE	REVISIONS

**GRANDE RESERVE
TRAFFIC CONTROL, SIGNAGE
AND PAVEMENT MARKINGS**

**EXISTING TRAFFIC CONTROL
INTERSECTION #1 - GRANDE TRAIL
AND CONSTITUTION WAY**

DATE:	APRIL 2025
PROJECT NO:	Y01107
FILE:	Y01107-INTERSIGN
SHEET	1 OF 4

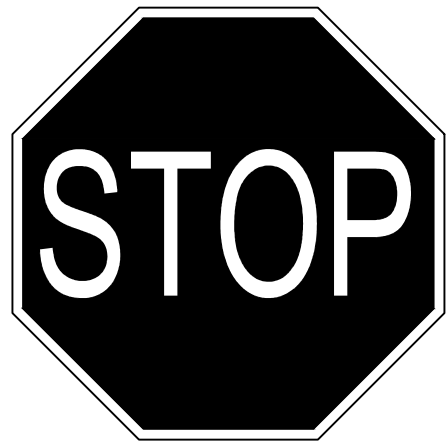
PAINTED: 4/15/2025 BY: J. HARRIS



SYMBOL LEGEND

- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED PAVEMENT STRIPING

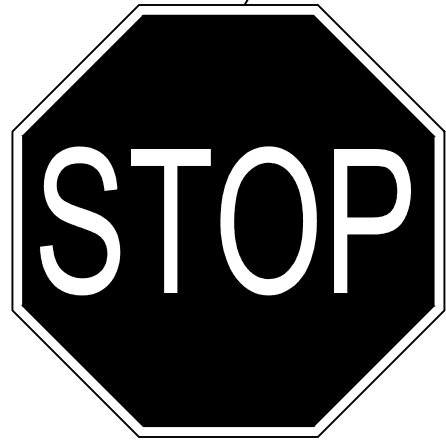
SIGN LEGEND



R1-1
①



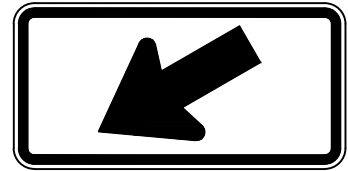
S4-5
④



R1-1
②



S1-1



W16-7pL
⑤



③

S4-3P

R2-1

S4-2P



S1-1



W16-9p
⑥

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0 1
Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

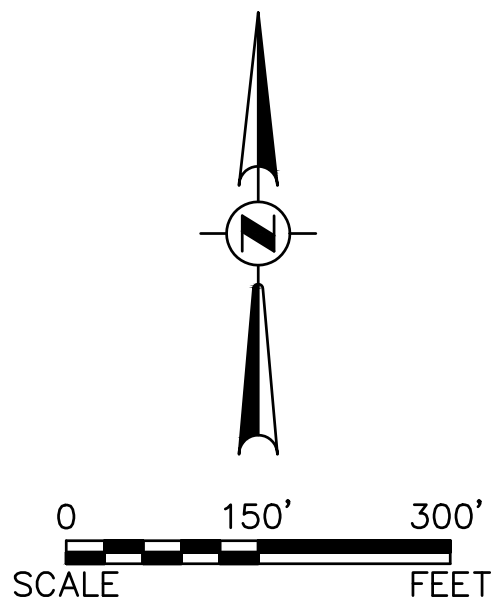
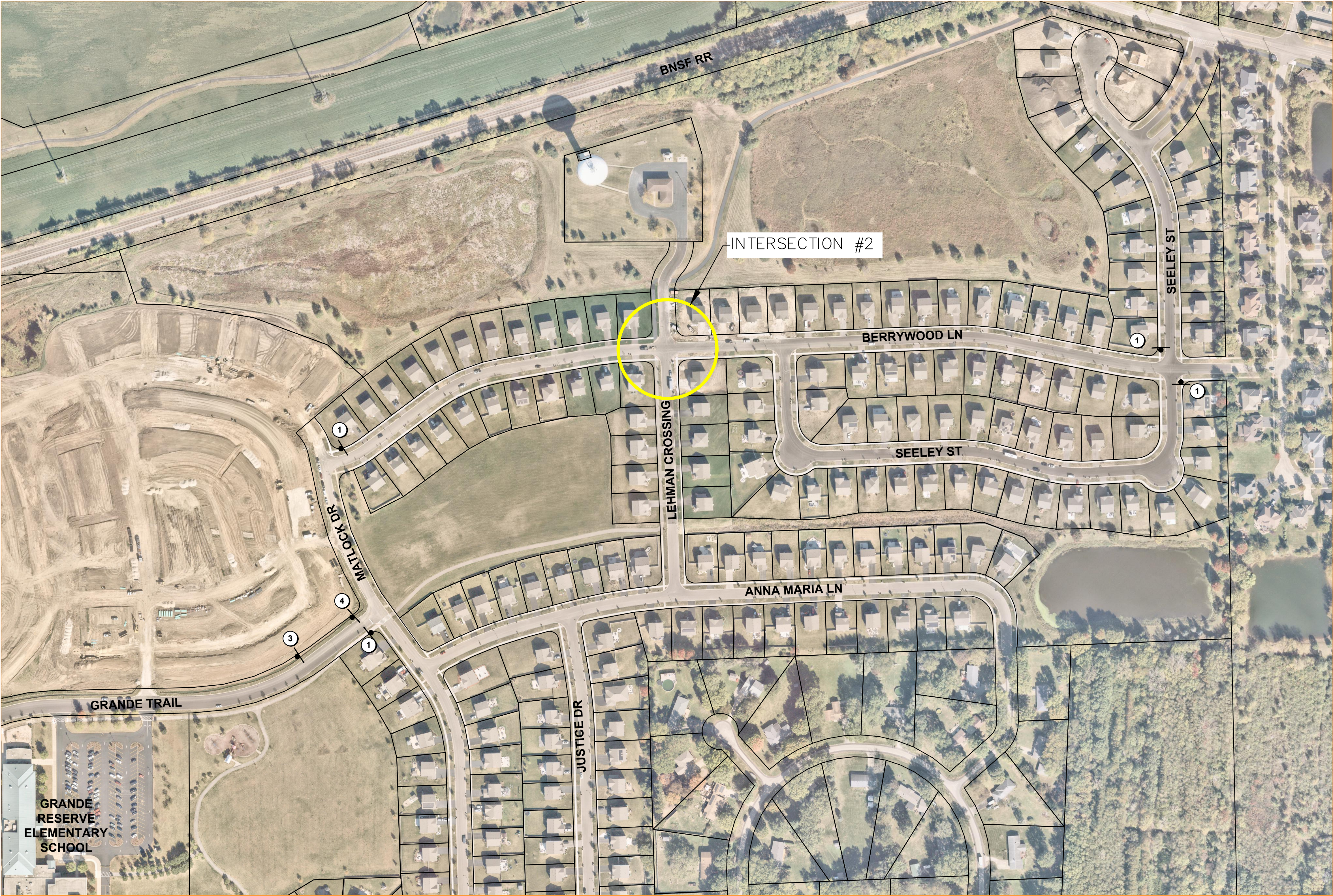
NO.	DATE	REVISIONS

**GRANDE RESERVE
TRAFFIC CONTROL, SIGNAGE
AND PAVEMENT MARKINGS**

**PROPOSED TRAFFIC CONTROL
INTERSECTION #1 - GRANDE TRAIL
AND CONSTITUTION WAY**

DATE:	APRIL 2025
PROJECT NO:	Y01107
FILE:	Y01107-INTERSIGN
SHEET	2 OF 4

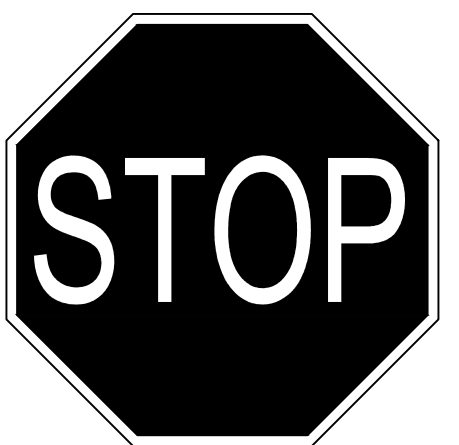
PAINTED: 4/15/2025 BY: YORKVILLE 2011 Y01107-INTERSIGN EXHIBIT Y01107-INTERSIGN



SYMBOL LEGEND

EXISTING SIGN

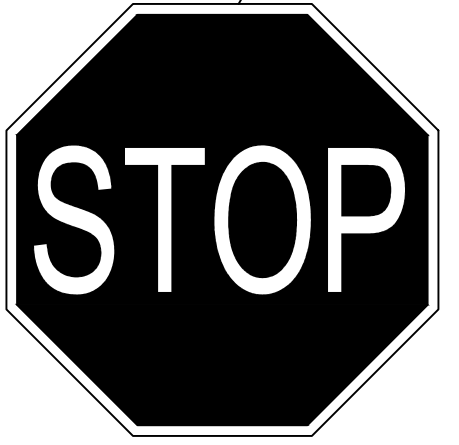
SIGN LEGEND



R1-1
①



S4-5
④



R1-1
②



S4-3P



R2-1



S4-2P

③

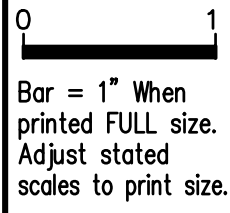
Plotted: April 11, 2025 @ 9:49 AM By: Angela Driessen - Tab: 03 EXIST BERRYANDLEH

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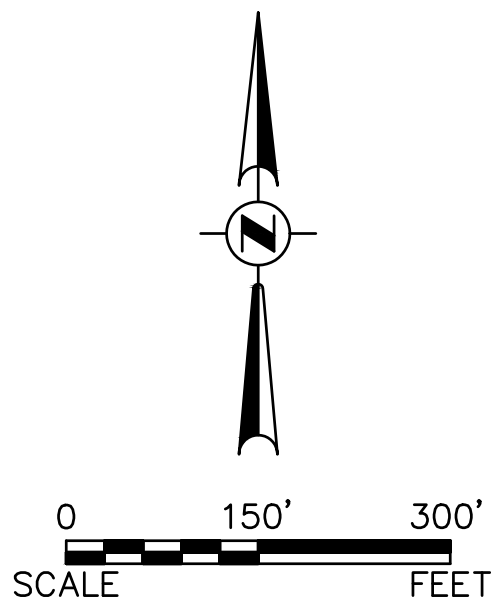
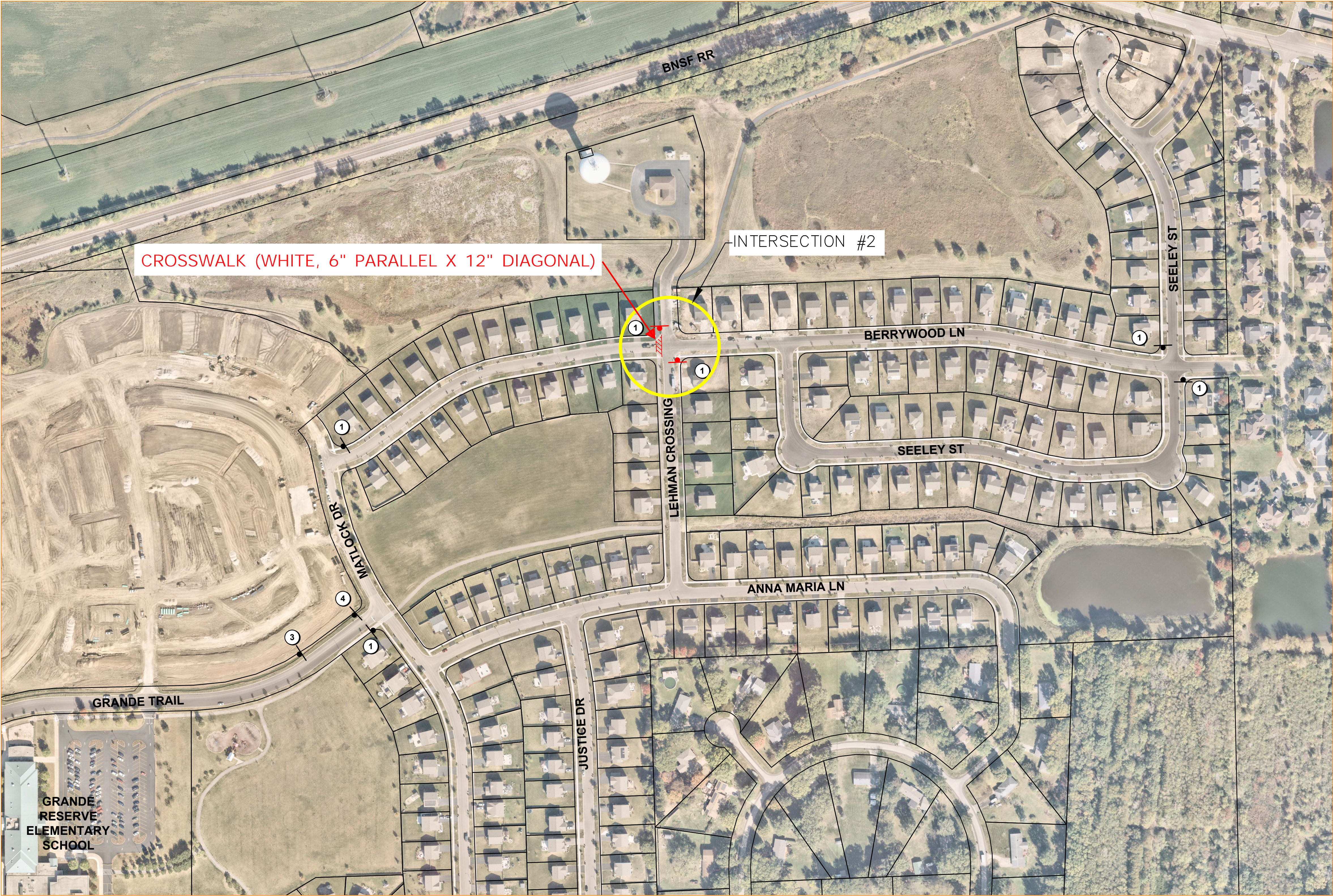
NO.	DATE	REVISIONS	

**GRANDE RESERVE
TRAFFIC CONTROL, SIGNAGE
AND PAVEMENT MARKINGS**

**EXISTING TRAFFIC CONTROL
INTERSECTION #2 - BERRYWOOD LANE
AND LEHMAN CROSSING**

DATE:	APRIL 2025
PROJECT NO:	Y01107
FILE:	Y01107-INTERSIGN
SHEET	3 OF 4

PAINTER: Y01107-INTERSIGN



SYMBOL LEGEND

- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED PAVEMENT STRIPPING

SIGN LEGEND

R1-1
①

R1-1
②

S4-3P

R2-1

S4-2P
③

S4-5
④

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YORKVILLE, IL 60560

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NO.	DATE
REVISIONS	

**GRANDE RESERVE
TRAFFIC CONTROL, SIGNAGE
AND PAVEMENT MARKINGS**

**PROPOSED TRAFFIC CONTROL
INTERSECTION #2 - BERRYWOOD LANE
AND LEHMAN CROSSING**

DATE: APRIL	2025
PROJECT NO:	Y01107
FILE:	Y01107-INTERSIGN
SHEET	4 OF 4

PAINTED: 4/15/2025 BY: J. VANDERKAM Y01107-INTERSIGN

INTERSECTION #1

GRANDE TRAIL & CONSTITUTION WAY

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

Location: Grande Trail and Constitution Way (#1)

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

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

Criteria Met			Criteria**
Yes	Additional Study Required	No	
I. Yield control should be considered when engineering judgment indicates that all of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. All approaches to the intersection are a single lane and there are no separate turn lanes.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. One of the following crash-related criteria applies:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. The angle of intersection is between 90 and 75 degrees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.
II. YIELD signs may be installed at an intersection when any of the following conditions apply:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections. In this case, a YIELD sign may be installed at the entrance to the second intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Based on a preliminary review of the criteria for a yield sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a yield sign.
☒ Criteria are not clearly met at this time - no further action recommended.
☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.06-2B.10

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

Location: Grande Trail and Constitution Way (#1)

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

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

Criteria Met			Criteria**	
Yes	Additional Study Required	No		
			I. Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Crash records indicate that:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.	For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.	For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	The intersection is of a lower functional classification road with a higher functional classification road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	Conditions that previously supported the installation of all-way stop control no longer exist.

Based on a preliminary review of the criteria for a 2-way stop sign the following action is recommended:

☒ Criteria are clearly met recommending installation of a stop sign, a stop bar, and longitudinal bar crosswalk markings on the west leg of Constitution Way. School Crossing Sign Assemblies (S1-1 & W16-7PL) and School Advance Crossing Assemblies (S1-1 & W16-9P) should be installed for both east-west crosswalks of Grande Trail. Methods to reduce vehicle drop-off queues and spillback along Grande Trail should be investigated and implemented.

☐ Criteria are not clearly met at this time - no further action recommended.

☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.06, 2B.11

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

Location: Grande Trail and Constitution Way (#1)

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

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

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

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

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop.
- ☒ Criteria are not clearly met at this time - no further action recommended.
- ☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17

WEATHER:
40°F - Sunny

Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701



PROJECT GRANDE RESERVE

PROJECT NUMBER 401107

SUBJECT INTERSECTION #1

BY GAB

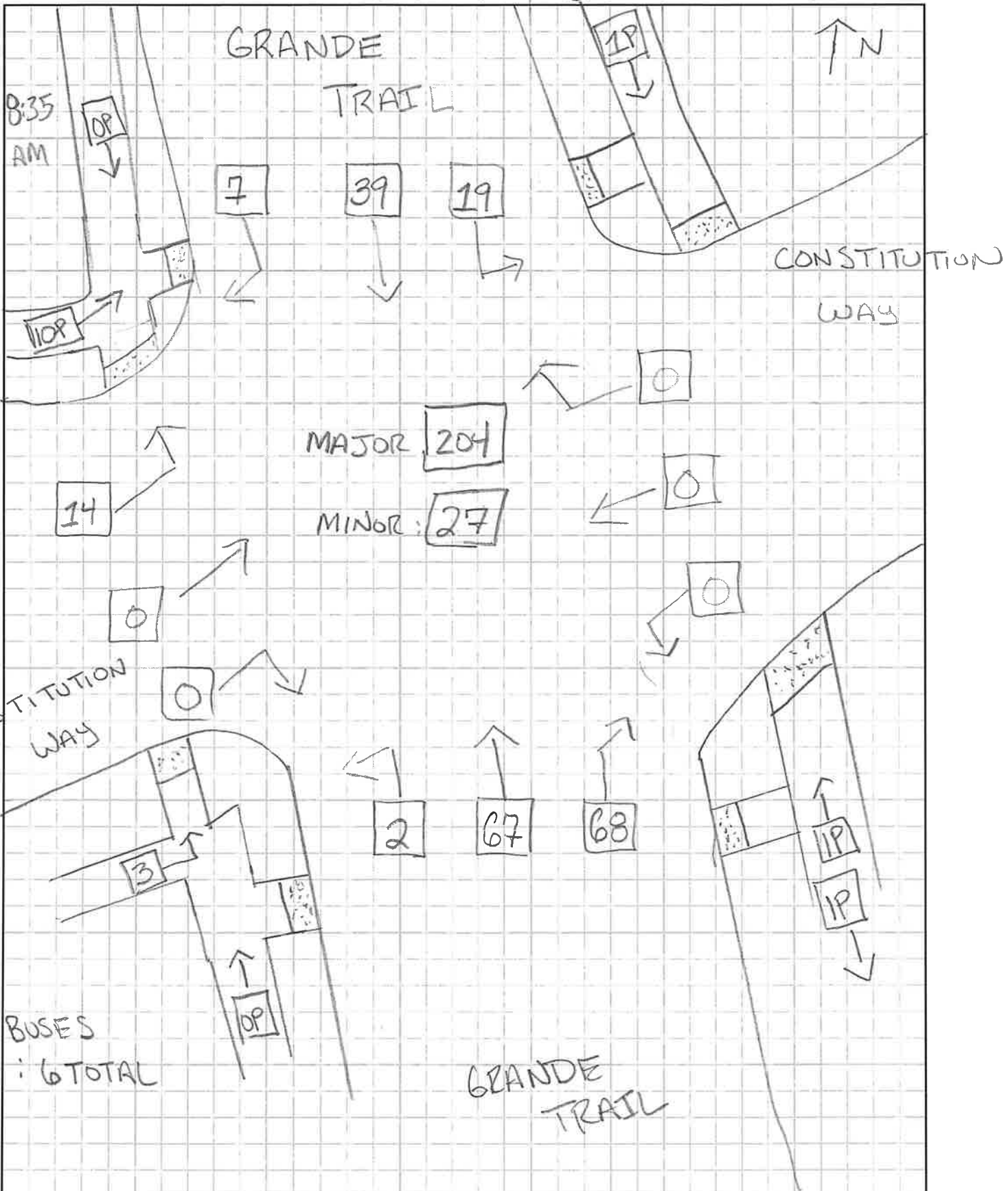
DATE 04/07/2025

GRANDE TRAIL + CONSTITUTION WAY

PAGE 1

OF 1

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INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY

	GRANDE TRAIL SOUTHBOUND APPROACH FACING SOUTH
	GRANDE TRAIL SOUTHBOUND APPROACH FACING EAST



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



GRANDE TRAIL
SOUTHBOUND APPROACH
FACING WEST



GRANDE TRAIL
NORTHBOUND APPROACH
FACING NORTH



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Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



GRANDE TRAIL
NORTHBOUND APPROACH
FACING WEST



GRANDE TRAIL
NORTHBOUND APPROACH
FACING EAST



INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



CONSTITUTION WAY
EASTBOUND APPROACH
FACING EAST



CONSTITUTION WAY
EASTBOUND APPROACH
FACING NORTH



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52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
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INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



CONSTITUTION WAY
EASTBOUND APPROACH
FACING SOUTH



CONSTITUTION WAY
WESTBOUND APPROACH
FACING WEST



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INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



CONSTITUTION WAY
WESTBOUND APPROACH
FACING NORTH



CONSTITUTION WAY
WESTBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



GRANDE RESERVE ELEMENTARY
SCHOOL
SOUTHWEST DROP-OFF ENTRANCE
FACING EAST



GRANDE TRAIL
NORTHBOUND APPROACH
NEAR MCLELLAN BLVD



INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



GRANDE TRAIL
NORTHBOUND APPROACH
JUSTICE DRIVE

INTERSECTION #2 BERRYWOOD LANE & LEHMAN CROSSING

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

Location: Berrywood Lane and Lehman Crossing (#2)

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

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

Criteria Met			Criteria**
Yes	Additional Study Required	No	
I. YIELD control should be considered when engineering judgment indicates that all of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. All approaches to the intersection are a single lane and there are no separate turn lanes.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. One of the following crash-related criteria applies:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. The angle of intersection is between 90 and 75 degrees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.
II. YIELD signs may be installed at an intersection when any of the following conditions apply:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections. In this case, a YIELD sign may be installed at the entrance to the second intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Based on a preliminary review of the criteria for a yield sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a yield sign.
☒ Criteria are not clearly met at this time - no further action recommended.
☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.06-2B.10

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

Location: Berrywood Lane and Lehman Crossing (#2)

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

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

Criteria Met			Criteria**	
Yes	Additional Study Required	No		
			I. Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Crash records indicate that:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.	For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.	For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	The intersection is of a lower functional classification road with a higher functional classification road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	Conditions that previously supported the installation of all-way stop control no longer exist.

Based on a preliminary review of the criteria for a 2-way stop sign the following action is recommended:

- ☒ Criteria are clearly met recommending installation of stop signs on the minor legs of Lehman Crossing. The north-south crosswalk on the west leg of the intersection should be striped in accordance with IDOT's Standard "Bicycle & Equestrian" Crosswalk Markings.
- ☐ Criteria are not clearly met at this time - no further action recommended.
- ☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.06, 2B.11

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

Location: Berrywood Lane and Lehman Crossing (#2)

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

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

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

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

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop.
- ☒ Criteria are not clearly met at this time - no further action recommended.
- ☐ Criteria may or may not be met - additional engineering study required.

By: Gabriel Braboy, P.E.

Date: 4/7/2025

Senior Project Engineer I
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT GRANDE RESERVE

PROJECT NUMBER 901107

SUBJECT INTERSECTION #2

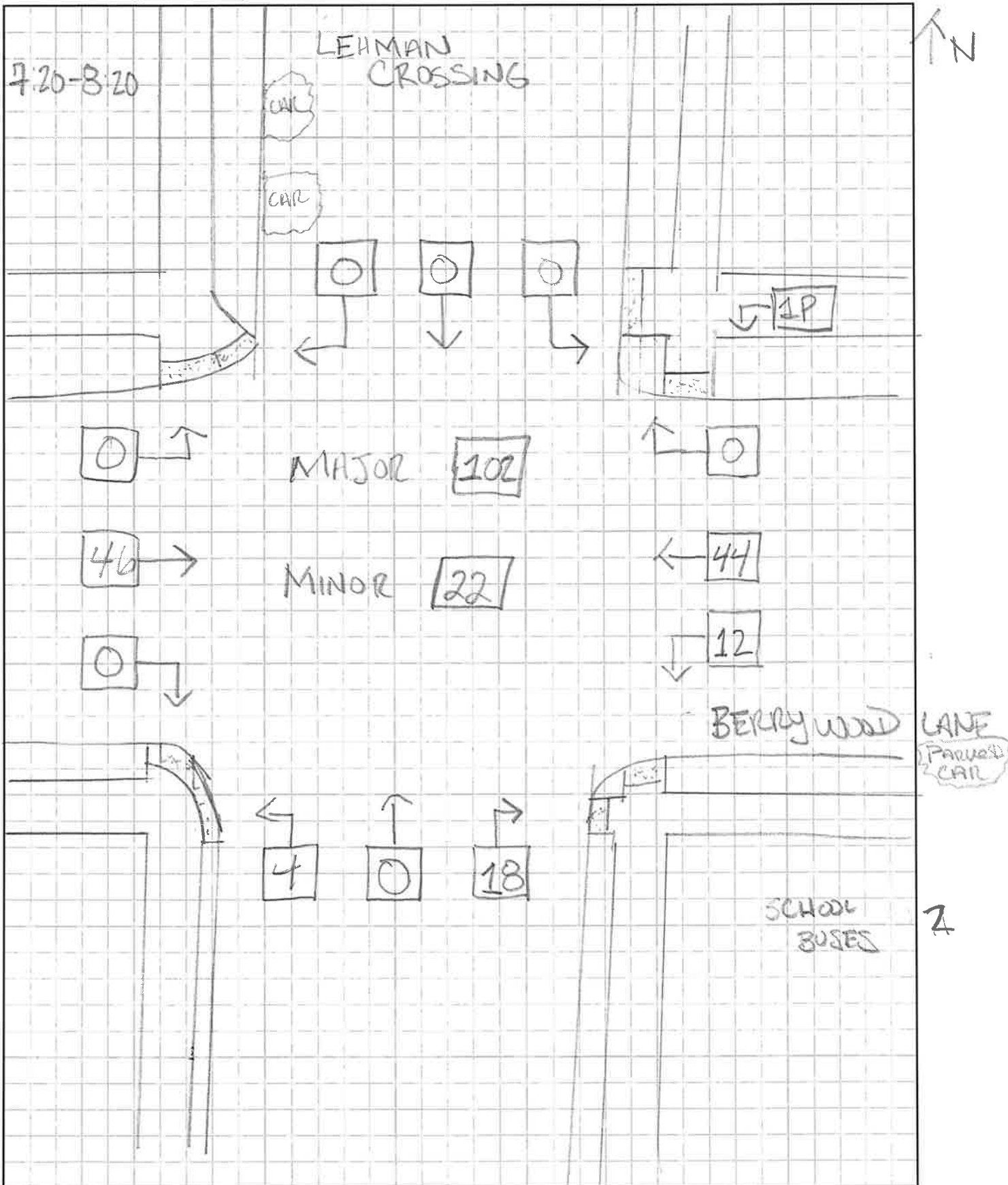
BY GAB

DATE 04/04/25

BERRYWOOD LN & LEHMAN CROSSING

PAGE 1

OF 1





INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING

A wide-angle photograph of a residential street, Berrywood Lane, taken from the perspective of someone driving eastbound. The sun is low on the horizon, creating a bright, hazy glow. The street is paved and flanked by green lawns and modern, two-story houses with dark roofs. The sky is a mix of blue and orange from the sunset.	<p>BERRYWOOD LANE EASTBOUND APPROACH FACING EAST</p>
A photograph of a residential street intersection, Berrywood Lane, taken from the perspective of someone driving eastbound. The view is facing north, showing a clear blue sky with some light clouds. The street is paved and flanked by green lawns and modern, two-story houses. Several cars are parked along the side of the road.	<p>BERRYWOOD LANE EASTBOUND APPROACH FACING NORTH</p>



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING

	<p>BERRYWOOD LANE EASTBOUND APPROACH FACING SOUTH</p>
	<p>LEHMAN CROSSING NORTHBOUND APPROACH FACING NORTH</p>



INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING



LEHMAN CROSSING
NORTHBOUND APPROACH
FACING WEST



LEHMAN CROSSING
NORTHBOUND APPROACH
FACING EAST



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING



BERRYWOOD LANE
WESTBOUND APPROACH
FACING WEST



BERRYWOOD LANE
WESTBOUND APPROACH
FACING SOUTH



INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING



BERRYWOOD LANE
WESTBOUND APPROACH
FACING NORTH



LEHMAN CROSSING
SOUTHBOUND APPROACH
FACING SOUTH



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52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING



LEHMAN CROSSING
SOUTHBOUND APPROACH
FACING WEST



LEHMAN CROSSING
SOUTHBOUND APPROACH
FACING EAST

UNITED CITY OF YORKVILLE CRASH REPORT CORRESPONDENCE

From: [Kendall Harris](#)
To: [Gabe Braboy](#)
Cc: [Kirsten Balog](#)
Subject: RE: United City of Yorkville Crash Reports
Date: Friday, April 4, 2025 1:35:42 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

EXTERNAL SENDER: This email originated outside of EEI. Do not click links, open attachments, or respond if it appears to be suspicious.

Good afternoon,

After a search of our records I wasn't able to find any reported accidents at those intersections from 2022 to current. Intersections were searched both as listed and reversed. There was one old accident from 2010 at Berrywood and Lehman but that was it. Let me know if you have any questions and have a great weekend.

Thank you,

Kendall Harris

Records Clerk/FOIA Officer
Yorkville Police Dept.
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4340



From: Gabe Braboy <GBraboy@eeiweb.com>
Sent: Thursday, April 3, 2025 9:11 AM
To: PoliceFOIA <PoliceFOIA@yorkville.il.us>
Cc: YPD Records <YPDRecords@yorkville.il.us>; Kirsten Balog <kbalog@yorkville.il.us>; Kendall Harris <kharris@yorkville.il.us>
Subject: United City of Yorkville Crash Reports

Good Morning,

I am working on an analysis for the City for the installation possible stop sign(s).

I was wondering if you could provide me crash reports for the time span of the last 3 years (2025, 2024, 2023, 2022) for the following locations in Grande Reserve:

- Constitution Way and Grande Trail
- Berrywood Lane and Lehman Crossing

I am hoping to have this information by Wednesday, April 9th if possible.

Thank you, and please let me know if you have any questions.

GABRIEL BRABOY, PE

Senior Project Engineer I

GBraboy@eeiweb.com

Direct: [630.466.6735](tel:630.466.6735) / Cell: [815.993.8566](tel:815.993.8566) / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



ENGINEERING ENTERPRISES, INC.

OUTSTANDING SERVICE | EVERY CLIENT | EVERY DAY



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MUTCD Intersection Control Guidelines

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

Guidance:

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

Guidance:

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

Standard:

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

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

Guidance:

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

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

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

Option:

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

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

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

Guidance:

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

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

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

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

Support:

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

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

Guidance:

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

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

Option:

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

Standard:

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



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 #4

Tracking Number

PW 2025-48

Agenda Item Summary Memo

Title: Grande Reserve Unit 8 – Performance Guarantee Release

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 14th, 2025
Subject: Grande Reserve Unit 8

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$142,665.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE BOND
RELATED TO GRANDE RESERVE UNIT 8**

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, Grande Reserve (Chicago) ASLI VI, L.L.L.P., an Illinois limited liability limited partnership (“Developer”) submitted a Performance Guarantee Bond in the amount of \$142,665.00 to the City, related to the development of Grande Reserve Unit 8 (the “Project”); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project’s one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of \$142,665.00 be released to Grande Reserve (Chicago) ASLI VI, L.L.L.P., as recommended by the City’s engineering consultants, Engineering Enterprises, Inc.

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 _____

RUSTY CORNEILS _____

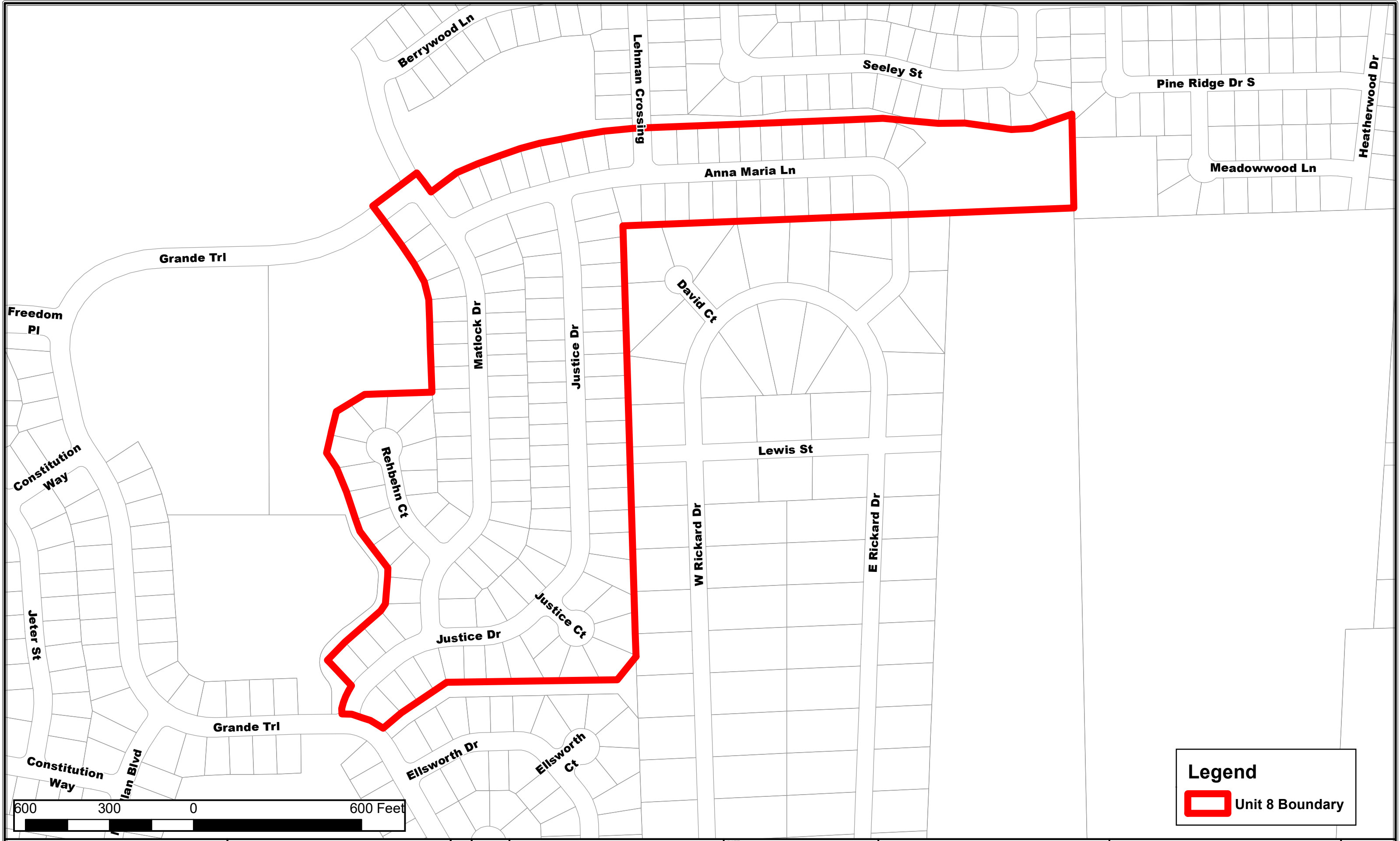
RUSTY HYETT _____

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

MAYOR

Attest:

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 2025-49

Agenda Item Summary Memo

Title: Bluestem Water Main Improvements – Change Order No. 1

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
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: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: April 25, 2025
Subject: Bluestem Water Main Improvements

The purpose of this memo is to present Change Order No. 1 for the above-referenced project.

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

Background:

The United City of Yorkville entered into an agreement with Winninger Excavating, Inc. for the construction of the Blue Stem Water Main Improvements project for a value of \$465,646.09 for the above-referenced project. The budgeted amount for the construction is \$654,000.

Question Presented:

Should the City approve Change Order No. 1 which would **increase** the contract amount by \$177,037.25, to a total contract value of \$642,683.34?

Discussion:

During the development of the original design scope of the project, it was believed that the 8-inch water main from McHugh Road to Prairie Rose Lane needed to be upsized. This was based on information taken from the GIS utility atlas system. However, it has been discovered that the main to be upsized extends to Prairie Meadows Drive (one more block). This means that the scope of the project must be adjusted to upsize the entire length of the water main on Bluestem to a 16-inch water main. The upsizing is necessary due to the Lake Michigan Improvements.

The additional one block does not significantly change the scope of the original project. If the additional block was included in the initial design, we would not have anticipated any significant changes in the unit prices.

With the addition of the change order, the projected project cost still falls under the \$654,000 construction budget. We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$177,037.25.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING
TO THE BLUESTEM WATER MAIN REPLACEMENT PROJECT**

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 has approved a contract in the amount of \$465,646.09 with Winninger Excavating, Inc. (“Winninger”), for a project commonly known as the Bluestem Water Main Replacement Project, the price of which has increased from the original contract amount in the amount of \$177,037.25 (the “*Change Order*”) due to an unforeseen increase in the amount of 8” water main that needs to be upsized to 16” water main; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$642,683.34 was not reasonably foreseeable at the time the contract was signed, as set forth in the proposal from Winninger.

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 the Change Order to the Bluestem Water Main Replacement Project contract with Winninger Excavating, Inc., which results in a total increase of \$177,037.25, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

CHANGE ORDER

Order No. 1

Date: May 20, 2025

Agreement Date: N/A

NAME OF PROJECT: Bluestem Water Main Improvements

OWNER: United City of Yorkville

CONTRACTOR: Wininger Excavating Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Addition of water main from Prairie Rose Lane to Prairie Meadows Drive
\$177,037.09

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 465,646.09

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 465,646.09

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:

\$ 177,037.25

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 642,683.34

Justification:

- 1) During the development of the original scope of the project, it was believed that the 8-inch water main that is being replaced only extended to Prairie Rose Lane, however, it was discovered that it actually extends to Prairie Meadows Drive. This means that the scope of the project must be adjusted in order to upsize the entire 8-inch length of the water main on Bluestem to 16-inch water main.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Wininger Excavating Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

				BASE BID		PRAIRIE ROSE LANE TO PRAIRIE MEADOWS DRIVE		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ADDED QUANTITY	UNIT PRICE	AMOUNT
1	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	723	\$ 290.00	\$ 209,670.00	350	\$ 290.00	\$ 101,500.00
2	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	46	\$ 200.00	\$ 9,200.00	40	\$ 200.00	\$ 8,000.00
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 8,000.00	\$ 8,000.00	0	\$ 8,000.00	\$ -
4	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,100.00	\$ 7,100.00	0	\$ 7,100.00	\$ -
5	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	1	\$ 4,700.00	\$ 4,700.00	2	\$ 4,700.00	\$ 9,400.00
6	BUTTERFLY VALVE IN 60" VAULT, 16-INCH	EACH	2	\$ 11,000.00	\$ 22,000.00	1	\$ 11,000.00	\$ 11,000.00
7	GATE VALVE IN 60" VAULT, 8-INCH	EACH	1	\$ 7,000.00	\$ 7,000.00	0	\$ 7,000.00	\$ -
8	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 750.00	\$ 750.00	1	\$ 750.00	\$ 750.00
9	VALVE VAULT TO BE REMOVED	EACH	1	\$ 750.00	\$ 750.00	-1	\$ 750.00	\$ (750.00)
10	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	2	\$ 12,000.00	\$ 24,000.00	0	\$ 12,000.00	\$ -
11	FIRE HYDRANT TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00	0	\$ 1,000.00	\$ -
12	DUCTILE IRON FITTINGS	LB	3,009	\$ 0.01	\$ 30.09	1,225	\$ 0.01	\$ 12.25
13	WATER MAIN PROTECTION, PVC C-900, 24-INCH	LF	63	\$ 100.00	\$ 6,300.00	0	\$ 100.00	\$ -
14	WATER SERVICE PIPE, PEX, 1-INCH	LF	347	\$ 4.00	\$ 1,388.00	200	\$ 4.00	\$ 800.00
15	WATER SERVICE CONNECTION, 1-INCH	EACH	15	\$ 2,500.00	\$ 37,500.00	7	\$ 2,500.00	\$ 17,500.00
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	20	\$ 45.00	\$ 900.00	0	\$ 45.00	\$ -
17	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	1	\$ 2,000.00	\$ 2,000.00	0	\$ 2,000.00	\$ -
18	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	3	\$ 2,000.00	\$ 6,000.00	3	\$ 2,000.00	\$ 6,000.00
19	INLET PROTECTION	EACH	8	\$ 100.00	\$ 800.00	3	\$ 100.00	\$ 300.00
20	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,500.00	\$ 2,500.00	0	\$ 2,500.00	\$ -
21	FOUNDATION MATERIAL	CY	30	\$ 10.00	\$ 300.00	0	\$ 10.00	\$ -
22	EXPLORATORY EXCAVATION	EACH	2	\$ 500.00	\$ 1,000.00	0	\$ 500.00	\$ -
23	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	28	\$ 100.00	\$ 2,800.00	0	\$ 100.00	\$ -
24	HOT-MIX ASPHALT PAVEMENT REMOVAL, 4-INCH	SY	653	\$ 4.00	\$ 2,612.00	175	\$ 4.00	\$ 700.00
25	HOT-MIX ASPHALT PAVEMENT REMOVAL, 6-INCH	SY	52	\$ 13.00	\$ 676.00	0	\$ 13.00	\$ -
26	HOT-MIX ASPHALT PAVEMENT PATCH, 4-INCH	SY	653	\$ 40.00	\$ 26,120.00	175	\$ 40.00	\$ 7,000.00
27	HOT-MIX ASPHALT PAVEMENT PATCH, 6-INCH	SY	52	\$ 125.00	\$ 6,500.00	0	\$ 125.00	\$ -
28	PCC SIDEWALK REMOVAL AND REPLACEMENT	SF	150	\$ 20.00	\$ 3,000.00	325	\$ 20.00	\$ 6,500.00
29	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	180	\$ 65.00	\$ 11,700.00	105	\$ 65.00	\$ 6,825.00
30	MAILBOX TO BE REMOVED AND RESET	EACH	6	\$ 200.00	\$ 1,200.00	0	\$ 200.00	\$ -
31	RESTORATION	SY	410	\$ 15.00	\$ 6,150.00	100	\$ 15.00	\$ 1,500.00
32	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 26,000.00	\$ 26,000.00	0	\$ 26,000.00	\$ -
33	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	25,000	\$ 1.00	\$ 25,000.00	0	\$ 1.00	\$ -
BASE BID TOTAL (ITEMS 1-33)					\$ 465,646.09	0		\$ 177,037.25

TOTAL \$ 642,683.34

Resolution No. 2025-42

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO COMPLETE THE BLUESTEM DRIVE WATER
MAIN IMPROVEMENTS**

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 make certain improvements to the water mains along Bluestem Drive within the City, as illustrated on the Bluestem Dr Water Main Improvements Map, attached hereto as *Exhibit A* (the “Project”); and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to complete the Project and a public bid opening was held at 11:00 a.m. on March 4, 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 \$465,646.09 (the “Project Cost”); and

WHEREAS, sufficient funds are available and have been budgeted in the City’s Fiscal Year 2026 budget to complete the Project; and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Winner 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 Winner

Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 to complete the Project at a cost of \$465,646.09 is the lowest responsible bid, and therefore accept the bid.

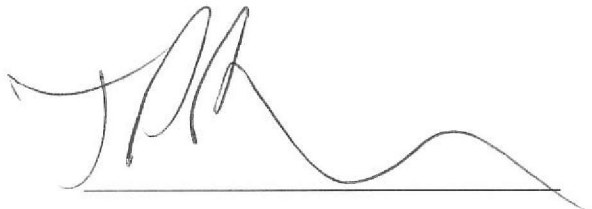
Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 25th day of March, A.D. 2025.


CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	PRESENT	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 31st day of march, A.D. 2025.


MAYOR

Attest:


CITY CLERK

NOTICE OF AWARD

TO: Winninger Excavating, Inc.
1211 Deer Street
Yorkville, IL 60560

PROJECT Description: Bluestem Water Main Improvements; which consists of the installation of approximately 723 feet of 16-inch ductile iron water main, 46 feet of 8-inch ductile iron water main, curb and sidewalk removal and replacement, and paving improvements.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated February 11, 2025 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ Four Hundred Sixty Five Thousand Six Hundred Forty Six and 09/100 (\$465,646.09)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 31st day of March, 2025.

The United City of Yorkville
Owner
By [Signature]
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this _____ day of _____, 20____.

By _____

Title _____



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 #6

Tracking Number

PW 2025-50

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Contract Award

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: South Receiving Station Standpipe – Recommendation to Issue Notice of 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 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: May 12, 2025
Subject: South Receiving Station Standpipe

Bids were received, opened, and tabulated for work to be done on the South Receiving Station Standpipe at 1:00 p.m., May 12, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids is attached for your information and record.

This project consists of the design and construction of a 1,500,000-gallon standpipe with a top capacity line at 850 feet, as well as the installation of approximately 330 feet of 16-inch ductile iron water main, site grading, and other site improvements as set forth in the bid documents.

In the United States, only six (6) contractors specialize in elevated tank construction. Of those, just two firms - CBI Storage Solutions, LLC (CBI) and Caldwell Tanks (Caldwell) - construct standpipes of this scale. Both were engaged during the bidding process, attended the pre-bid meeting, and submitted questions throughout.

Although two bids were expected, only one bid was received on the day of opening - from CBI, in the amount of \$6,578,339.60. The City's budget for this project was \$5.85M.

Following the bid opening, Caldwell indicated they chose not to submit a bid primarily due to concerns with the site's soil conditions. These conditions would require a significantly larger mat foundation, potentially exceeding 100 feet in diameter, which raised engineering concerns within their team. Additionally, given the current competitive market, Caldwell is able to be selective in choosing projects. Their decision not to bid came after reviewing the foundation data, which was shared after the bid opening.

After understanding the rationale for Caldwell not bidding, research was completed to understand the reasoning behind the increase in cost over our budget which was updated in December 2024 as well as to confirm that CBI felt confident in the soils and foundation design. Below are the major reasons for the cost increase:

- 1) **Steel Cost:** Plate steel costs have increased by over 25% since the budget estimate was prepared.
- 2) **Foundation:** Due to the soil conditions, CBI opted for a deep foundation using piles rather than a shallower mat foundation, resulting in higher costs.
- 3) **Warranty:** While the budget assumed a one-year warranty, the bid documents required a three-year warranty to cover the anticipated operational timeline for Lake Michigan Water integration.

- 4) **Cost increase in utilities and site work:** CBI subcontracts this work and indicated that they seek at least three bids per trade. However, these costs have risen significantly.
- 5) **Market Conditions:** The market is experiencing increased demand for tank construction, with fewer qualified contractors available. This limited competition is contributing to higher bid prices.

The City has several potential options moving forward including, but not limited to, the following:

1. **Award the Bid As-Is** and allow for City staff and EEI to collaborate with CBI on value engineering opportunities. Then, City staff and EEI can negotiate change orders with CBI following project award.
2. **Defer the Decision** until the next Public Works Committee meeting in June to allow time for EEI to solicit value engineering cost reductions from CBI before making a final recommendation.

Our concern with this is that any potential delay in schedule could jeopardize the current completion date of the end of 2027.

3. **Reject All Bids and Rebid** with a deep foundation and potentially remove certain utility/site work elements. These items could be reallocated to other projects that may attract more competitive bids.

Our concern about this is that it is likely that we still will only receive one bid and it is possible that the amount will be higher. In addition, this will probably push the schedule for a completion date in fall/winter of 2028.

The current schedule calls for completion at the end of 2027, which aligns with the DWC timeline.

This project is intended to be funded through a combination of Water Infrastructure Finance and Innovation Act (WIFIA), and local funds.

Lastly, the land on which this tank is to be built has not been formally purchased. The owner has agreed on a price and City's land acquisition specialist is working on the final paperwork. The contract award, would have to be contingent upon the City purchasing the property.

We request formal direction from the Public Works Committee on how to proceed. Please let us know if you have any questions or need additional information.



BID TABULATION					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
		BID TABULATION BIDS RECD 5/12/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$ 48.90	\$ 4,890.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	\$ 73.30	\$ 7,330.00
3	TEMPORARY FENCE	FOOT	1,730	\$ 6.70	\$ 11,591.00
4	PERIMETER EROSION BARRIER	FOOT	3,450	\$ 4.60	\$ 15,870.00
5	AGGREGATE DITCH CHECKS	TONS	70	\$ 216.70	\$ 15,169.00
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	120	\$ 122.20	\$ 14,664.00
7	EROSION CONTROL BLANKET	SQYD	19,510	\$ 2.60	\$ 50,726.00
8	TEMPORARY SEEDING	ACRE	4	\$ 4,138.90	\$ 16,555.60
9	TOPSOIL EXCAVATION	CUYD	3,300	\$ 23.60	\$ 77,880.00
10	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	5,010	\$ 23.40	\$ 117,234.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	100	\$ 92.50	\$ 9,250.00
12	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	100	\$ 124.80	\$ 12,480.00
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	300	\$ 89.30	\$ 26,790.00
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	300	\$ 37.70	\$ 11,310.00
15	GEOTEXTILE FABRIC	SQYD	2,600	\$ 3.80	\$ 9,880.00
16	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	2,300	\$ 33.40	\$ 76,820.00
17	FOUNDATION MATERIAL	CUYD	150	\$ 193.20	\$ 28,980.00
18	WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	180	\$ 316.70	\$ 57,006.00
19	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	150	\$ 290.00	\$ 43,500.00
20	DUCTILE IRON FITTINGS	POUND	1,600	\$ 18.70	\$ 29,920.00



BID TABULATION					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
			BID TABULATION BIDS RECD 5/12/2025	CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
21	FIELD LOK GASKET, 16"	EACH	12	\$ 677.80	\$ 8,133.60
22	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	2	\$ 38,472.20	\$ 76,944.40
23	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	3	\$ 23,594.40	\$ 70,783.20
24	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 1,166.70	\$ 1,166.70
25	SPLASH PAD	EACH	1	\$ 2,055.60	\$ 2,055.60
26	STONE RIPRAP, CLASS A3	SQYD	15	\$ 229.10	\$ 3,436.50
27	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	350	\$ 20.60	\$ 7,210.00
28	QUAZITE HANDHOLE	EACH	3	\$ 11,361.10	\$ 34,083.30
29	RIGID CONDUIT, 2" DIA. GALVANIZED	FOOT	145	\$ 348.80	\$ 50,576.00
30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1	\$ 4,886,367.70	\$ 4,886,367.70
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1	\$ 5,556.00	\$ 5,556.00
34	EXTERIOR PAINTING, COMPLETE	LSUM	1	\$ 329,433.00	\$ 329,433.00
35	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1	\$ 252,222.00	\$ 252,222.00
36	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1	\$ 89,431.00	\$ 89,431.00
37	LETTERING AND LOGO	LSUM	1	\$ 11,111.00	\$ 11,111.00
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00
	TOTAL (Items 1-38)				\$ 6,578,339.60
Highlighted box indicates updated total from bid.					

BID SUMMARY SOUTH RECEIVING STATION STANDPIPE UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 1:00 P.M. 05/12/25	CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554			
TOTAL BID	\$6,578,339.60			
ADDENDUM #1	X			
ADDENDUM #2	X			
ADDENDUM #3	X			
ADDENDUM #4	X			
BID BOND	X			
SIGNED BID	X			
ATTENDED PRE-BID MEETING	X			



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

Agenda Item Number

New Business #7

Tracking Number

PW 2025-51

Agenda Item Summary Memo

Title: South Receiving Station Standpipe Construction Engineering Agreement

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 29, 2025
Subject: South Receiving Station Standpipe – Const. Eng. Agreement

Summary

A proposed Professional Services Agreement from EEI for the construction engineering for the south receiving station standpipe.

Background

This 1.5-million-gallon standpipe will be located on Rt. 126 just to the southeast of Rt. 71. The standpipe will be on the same parcel as the receiving station and will help distribute water evenly across the town. This will also help us achieve our DWC mandate of having 2 times the storage as our average day water use.

EEI is proposing an hourly rate professional service agreement in the amount of \$394,744 to perform construction engineering services on this project. The services proposed would get us from the pre-construction meeting through the one-year warranty inspection. EEI would provide shop review for all shop drawings, construction oversight, IEPA coordination, and preparation of all O & M manuals and warranties.

There is \$280,000 budgeted in FY 26 for this project, and an additional \$120,000 in FY27 for a total \$400,000.

Recommendation

Staff recommends approval of this professional service agreement with EEI in the amount of \$394,744.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to construct a 1.5-million-gallon standpipe at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement*

for Professional Services – South Receiving Station Standpipe (Construction), attached hereto as Exhibit A.

Section 3. 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	_____
RUSTY CORNEILS	_____	RUSTY HYETT	_____

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

MAYOR

Attest:

City Clerk

**Agreement for Professional Services
South Receiving Station Standpipe (Construction)**

United City of Yorkville

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

A. Services:

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to provide construction administration, coordination, layout, and inspection and to complete all necessary engineering services to the City as indicated on the included Attachment B. *Services to be provided include all professional engineering services for the construction of a new elevated water storage tank. All Engineering will be in accordance with all City, Standards for Sewer and Water Main Construction in Illinois and Illinois Department of Transportation requirements.*

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C and associated Scope of Work included as Attachment B. Construction Engineering will be paid for on an hourly or actual basis in a not to exceed amount of \$394,744. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the



remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2025 Standard Schedule of Charges
Attachment F:	EPA 5700-49 Certification of Debarment Suspension
Attachment G:	IEPA Contract Requirements
Attachment H:	Supplemental WIFIA Contract Clauses

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

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

For the ENGINEER:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this ____day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley P. Sanderson
Chief Operating Officer /President

Jori Behland
City Clerk

Todd Wells
Project Manager



STANDARD TERMS AND CONDITIONS

Attachment A

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER



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

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

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

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

Attachment B

SOUTH RECEIVING STATION STANDPIPE

CONSTRUCTION ENGINEERING

United City of Yorkville, IL

The United City of Yorkville is constructing a 1.5 MG Standpipe on a 4.01-acre site at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main. Our scope of services related to this project includes Construction Engineering. Below is a list of work items in more detail:

CONSTRUCTION ENGINEERING

3-1 Construction Administration

- Precon Meeting (Preparation and Attendance)
- Review of Shop Drawings
- Obtain/Provide All Construction Documents from Contractor
- Prepare and Coordinate Operating Permit from the IEPA
- Prepare Pay Estimates
- Daily/Weekly Updates to City
- Bi-weekly Progress Meetings (Assuming 52 Active Construction Weeks)
- On-going Communication/Coordination with Contractor (RFIs)
- Review and Delivery of Warranties
- Perform Substantial Completion Inspection
- Punchlist
- Two-Year Anniversary Review & Warranty

3-2 Construction Layout and Record Drawings

3-3 Construction Observation (Assuming 52 Active Construction Weeks) - Construction observation work will range from part-time to full-time efforts depending on the contractor's work activity and the criticality of the associated work activity.

DIRECT EXPENSES/SUB-CONSULTANTS

- Mileage
- Geotechnical Engineering Services
- Electrical Engineering Services

This Scope of Work and associated Estimated Level of Effort and Associated Cost (Attachment D) assume a project completion date of November 27, 2026, except for warranty on anniversary review work which would be completed by November 27, 2029. If work extends beyond this completion date, the additional work shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Furthermore, the above scope for “SOUTH RECEIVING STATION STANDPIPE – CONSTRUCTION ENGINEERING” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

CLIENT						PROJECT NUMBER					
United City of Yorkville						YO 2417					
PROJECT TITLE						DATE			PREPARED BY		
South Receiving Station Standpipe - Construction Engineering						4/25/25			TAW		

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE II	PE	PLS	CADD	ADMIN	HOURS	COST
		PERSON	BPS	MGS	TAW	MWS	AMN	JMB	KKP	DRA		
		RATE	\$256	\$243	\$218	\$208	\$175	\$182	\$182	\$75		
3.1 CONSTRUCTION ADMINISTRATION												
	Precon Meeting (Preparation and Attendance)		3		6	3	3				15	\$ 3,225
	Review of Shop Drawings					8	28				36	\$ 6,564
	Obtain/Provide Construction Documents					4	4				8	\$ 1,532
	Prepare and Coordinate Operating Permit from IEPA					4	4				8	\$ 1,532
	Daily/Weekly Updates to City				13	52	52				117	\$ 22,750
	Bi-Weekly Progress Meetings	22			11	22	22				77	\$ 16,456
	Communication/Coordination with Contractor (RFIs)				8	16	40			8	72	\$ 12,672
	Review and Delivery of Warranty				1	1	1				3	\$ 601
	Perform Substantial Complete Inspection				2	8	8				18	\$ 3,500
	Punchlist					8	16				24	\$ 4,464
	Three-Year Anniversary Review and Warranty					8	16				24	\$ 4,464
Task Subtotal:			25	-	41	134	194	-	-	8	402	\$ 77,760
3.2 CONSTRUCTION LAYOUT AND RECORD DRAWINGS												
	Office Preparation			4							4	\$ 972
	Field Staking							35			35	\$ 6,370
	As-Builts							10			10	\$ 1,820
	Easement Review and Staking							3			3	\$ 546
Task Subtotal:			-	4	-	-	-	48	-	-	52	\$ 9,708
3.3 CONSTRUCTION OBSERVATION												
	Construction Observation				22	284	1,320				1,626	\$ 294,868
											-	\$ -
Task Subtotal:			-	-	22	284	1,320	-	-	-	1,626	\$ 294,868
PROJECT TOTAL:			25	4	63	418	1,514	48	-	8	2,080	382,336

EEL STAFF

BPS Bradley P. Sanderson, PE
TAW Todd A. Wells, PE
MWS Michael W. Schweisthal, PE
AMN Adam M. Noon, EI
MGS Mark G. Scheller, PLS
JMB Joshua M. Boatman, PLS
KKP Kristopher K. Pung
DRA Deborah R. Anderson

DIRECT EXPENSES

Mileage = \$ 3,380
Geotechnical Engineering = \$ 10,000

DIRECT EXPENSES = \$ 13,380

LABOR SUMMARY

EEL Labor Expenses = \$ 381,364
TOTAL LABOR EXPENSES \$ 381,364

TOTAL COSTS \$ 394,744



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO 2417				
PROJECT TITLE										DATE		PREPARED BY		
South Receiving Station Standpipe - Construction Engineering										4/25/25		TAW		
TASK NO.	TASK DESCRIPTION													
		2025												
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
CONSTRUCTION ENGINEERING														
3.1	Construction Administration													
3.2	Construction Layout and Administration													
3.3	Construction Observation													
TASK NO.	TASK DESCRIPTION													
		2026												
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
CONSTRUCTION ENGINEERING														
3.1	Construction Administration													
3.2	Construction Layout and Administration													
3.3	Construction Observation													

NOTE: The anniversary review and associated warranty work are anticipated to complete in November 2029.





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

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

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

4/25/2025

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT H
SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

New Business #8

Tracking Number

PW 2025-52

Agenda Item Summary Memo

Title: 2025 Road to Better Roads Program – MFT Contract Award

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract 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: May 6, 2025
Subject: 2025 Road to Better Roads Program

Bids were received, opened, and tabulated for work to be done on the 2025 Road to Better Roads Program at 10:00 a.m., May 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.

We recommend the acceptance of the bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 in the total amount of **\$1,080,472,57.**

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

BID SUMMARY 2025 ROAD PROGRAM (MFT) SECTION NO. 25-00000-00-GM UNITED CITY OF YORKVILLE		
BID TABULATION BIDS RECEIVED 10:00 A.M. 05/06/25	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$1,300,000.00	\$1,256,658.00
BID BOND	N/A	
SIGNED BID	N/A	
	D. CONSTRUCTION, INC. 1488 S Broadway Coal City, IL 60416	GENEVA CONSTRUCTION COMPANY PO Box 998 Aurora, IL 60507
TOTAL BID	\$1,080,472.57	\$1,266,881.99
BID BOND		
SIGNED BID		



**BID TABULATION
2025 ROAD PROGRAM (MFT)
SECTION NO. 25-00000-00-GM
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 5/6/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	400.0	\$ 30.00	\$ 12,000.00	\$ 30.00	\$ 12,000.00	\$ 32.00	\$ 12,800.00	\$ 30.00	\$ 12,000.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	254.0	\$ 0.01	\$ 2.54	\$ 25.00	\$ 6,350.00	\$ 20.00	\$ 5,080.00	\$ 20.00	\$ 5,080.00
3	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	23790.0	\$ 1.47	\$ 34,971.30	\$ 2.55	\$ 60,664.50	\$ 2.00	\$ 47,580.00	\$ 1.75	\$ 41,632.50
4	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	29690.0	\$ 2.32	\$ 68,880.80	\$ 2.60	\$ 77,194.00	\$ 2.65	\$ 78,678.50	\$ 2.50	\$ 74,225.00
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	30780.0	\$ 0.01	\$ 307.80	\$ 0.01	\$ 307.80	\$ 0.01	\$ 307.80	\$ 0.10	\$ 3,078.00
6	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	2515.0	\$ 63.30	\$ 159,199.50	\$ 76.00	\$ 191,140.00	\$ 81.00	\$ 203,715.00	\$ 83.00	\$ 208,745.00
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	4520.0	\$ 69.64	\$ 314,772.80	\$ 76.00	\$ 343,520.00	\$ 81.00	\$ 366,120.00	\$ 83.00	\$ 375,160.00
8	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2284.0	\$ 35.00	\$ 79,940.00	\$ 40.50	\$ 92,502.00	\$ 40.00	\$ 91,360.00	\$ 42.00	\$ 95,928.00
9	SIDEWALK REMOVAL	SQ FT	11200.0	\$ 1.50	\$ 16,800.00	\$ 1.50	\$ 16,800.00	\$ 2.00	\$ 22,400.00	\$ 2.00	\$ 22,400.00
10	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	11250.0	\$ 8.00	\$ 90,000.00	\$ 10.50	\$ 118,125.00	\$ 9.00	\$ 101,250.00	\$ 9.50	\$ 106,875.00
11	DETECTABLE WARNINGS	SQ FT	556.0	\$ 30.00	\$ 16,680.00	\$ 26.00	\$ 14,456.00	\$ 30.00	\$ 16,680.00	\$ 35.00	\$ 19,460.00
12	INLETS TO BE ADJUSTED	EACH	50.0	\$ 400.00	\$ 20,000.00	\$ 550.00	\$ 27,500.00	\$ 500.00	\$ 25,000.00	\$ 550.00	\$ 27,500.00
13	MANHOLES TO BE ADJUSTED	EACH	2.0	\$ 800.00	\$ 1,600.00	\$ 1,850.00	\$ 3,700.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
14	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.0	\$ 1,400.00	\$ 2,800.00	\$ 2,150.00	\$ 4,300.00	\$ 750.00	\$ 1,500.00	\$ 1,750.00	\$ 3,500.00
15	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1.0	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
16	TYPE 1 FRAME, OPEN LID	EACH	3.0	\$ 450.00	\$ 1,350.00	\$ 625.00	\$ 1,875.00	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00
17	TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$ 600.00	\$ 600.00	\$ 625.00	\$ 625.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
18	TYPE 3 FRAME AND GRATE	EACH	1.0	\$ 600.00	\$ 600.00	\$ 880.00	\$ 880.00	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00
19	TYPE 11 FRAME AND GRATE	EACH	1.0	\$ 450.00	\$ 450.00	\$ 880.00	\$ 880.00	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00
20	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	286.0	\$ 6.32	\$ 1,807.52	\$ 5.65	\$ 1,615.90	\$ 5.65	\$ 1,615.90	\$ 5.00	\$ 1,430.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4422.0	\$ 0.90	\$ 3,979.80	\$ 0.82	\$ 3,626.04	\$ 0.82	\$ 3,626.04	\$ 1.00	\$ 4,422.00
22	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1634.0	\$ 1.54	\$ 2,516.36	\$ 1.40	\$ 2,287.60	\$ 1.40	\$ 2,287.60	\$ 2.00	\$ 3,268.00
23	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	130.0	\$ 3.08	\$ 400.40	\$ 2.80	\$ 364.00	\$ 2.80	\$ 364.00	\$ 4.00	\$ 520.00
24	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	135.0	\$ 6.33	\$ 854.55	\$ 5.65	\$ 762.75	\$ 5.65	\$ 762.75	\$ 5.00	\$ 675.00
25	SHORT TERM PAVEMENT MARKING	FOOT	900.0	\$ 0.01	\$ 9.00	\$ 0.60	\$ 540.00	\$ 0.01	\$ 9.00	\$ 2.00	\$ 1,800.00
26	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	300.0	\$ 0.01	\$ 3.00	\$ 4.50	\$ 1,350.00	\$ 0.01	\$ 3.00	\$ 4.00	\$ 1,200.00
27	REMOVE AND REINSTALL BRICK PAVERS	SQ FT	20.0	\$ 110.00	\$ 2,200.00	\$ 24.00	\$ 480.00	\$ 22.00	\$ 440.00	\$ 20.00	\$ 400.00
28	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	155.0	\$ 30.00	\$ 4,650.00	\$ 55.00	\$ 8,525.00	\$ 43.00	\$ 6,665.00	\$ 45.00	\$ 6,975.00
29	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20.0	\$ 50.00	\$ 1,000.00	\$ 125.00	\$ 2,500.00	\$ 70.00	\$ 1,400.00	\$ 85.00	\$ 1,700.00
30	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	40.0	\$ 35.00	\$ 1,400.00	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00	\$ 40.00	\$ 1,600.00



BID TABULATION
2025 ROAD PROGRAM (MFT)
SECTION NO. 25-00000-00-GM
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 5/6/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31	CLASS B PATCHES, 8 INCH	SQ YD	300.0	\$ 80.00	\$ 24,000.00	\$ 110.00	\$ 33,000.00	\$ 120.00	\$ 36,000.00	\$ 130.00	\$ 39,000.00
32	CLASS B PATCHES, 9 INCH	SQ YD	900.0	\$ 90.00	\$ 81,000.00	\$ 125.00	\$ 112,500.00	\$ 120.00	\$ 108,000.00	\$ 140.00	\$ 126,000.00
33	SODDING, SPECIAL	SQ YD	1200.0	\$ 0.01	\$ 12.00	\$ 24.55	\$ 29,460.00	\$ 24.00	\$ 28,800.00	\$ 20.00	\$ 24,000.00
34	SUPPLEMENTAL WATERING	UNIT	25.0	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 100.00	\$ 2,500.00
35	DETECTOR LOOP REPLACEMENT	FOOT	546.0	\$ 33.00	\$ 18,018.00	\$ 29.00	\$ 15,834.00	\$ 29.00	\$ 15,834.00	\$ 25.00	\$ 13,650.00
36	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	\$ 62,950.00	\$ 62,950.00	\$ 22,350.16	\$ 22,350.16	\$ 33,350.00	\$ 33,350.00	\$ 23,095.75	\$ 23,095.75
37	CRACK ROUTING	FOOT	48000.0	\$ 0.01	\$ 480.00	\$ 0.01	\$ 480.00	\$ 0.05	\$ 2,400.00	\$ 0.01	\$ 480.00
38	CRACK FILLING	POUND	16000.0	\$ 2.08	\$ 33,280.00	\$ 1.72	\$ 27,520.00	\$ 1.44	\$ 23,040.00	\$ 1.65	\$ 26,400.00
39	ROUTING AND SEALING CRACKS	FOOT	30155.0	\$ 0.69	\$ 20,806.95	\$ 0.60	\$ 18,093.00	\$ 0.73	\$ 22,013.15	\$ 0.65	\$ 19,600.75
TOTAL (Items 1 - 39)					\$ 1,080,472.57		\$ 1,256,658.00		\$ 1,266,881.99		\$ 1,300,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-16.9%

-3.3%

-2.5%

The highlighted cell contained an error and has been corrected with the right value.



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

Agenda Item Number

New Business #9

Tracking Number

PW 2025-53

Agenda Item Summary Memo

Title: 2025 RTBR Construction Engineering Agreement

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Proposed PSA from EEI for construction engineering services for the
2025 RTBR.

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 7, 2025
Subject: RTBR Construction Engineering Agreement

Summary

A proposed Professional Services Agreement from EEI for the construction engineering for the 2025 Road to Better Roads Project.

Background

The RTBR is our annual paving project using MFT funds. This year we are primarily focused on the Prairie Meadows, Water Park Way, and Beecher Rd. repaving along with concrete road repairs on McHugh and Countryside Parkway. EEI has provided a map attached as Exhibit E for your reference.

EEI is proposing an hourly rate professional service agreement in the amount of \$114,950 to perform construction engineering services on this project. The services proposed would get us from the pre-construction meeting through submitting the IDOT close out paperwork, including site observation, daily reports, material inspection and testing, verify pay estimates, and perform punch list inspections.

There is \$120,000 in the approved FY26 budget for this project.

Recommendation

Staff recommends approval of this professional service agreement with EEI in the amount of \$114,950.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to repave roads in the Prairie Meadows subdivision, Water Park Way, and Beecher Road, and repair the concrete on McHugh Road and Countryside Parkway (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2025 Road*

to Better Roads Program, United City of Yorkville, Professional Services Agreement – Construction Engineering, attached hereto as *Exhibit A*.

Section 3. 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	_____
RUSTY CORNEILS	_____	RUSTY HYETT	_____

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

MAYOR

Attest:

City Clerk

**2025 Road to Better Roads Program
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$114,950. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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



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

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

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

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

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization



(IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate
Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2025 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

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

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley. P. Sanderson, PE
Chief Operating Officer/President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & Business Development



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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

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

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

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

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

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

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

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

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

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

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

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

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



**2025 Road to Better Roads Program
United City of Yorkville, IL
Professional Services Agreement – Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Meeting with the Contractor and City Staff
- Provide construction layout for the proposed improvements
- Provide resident engineering for periodic on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the City.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review waivers of lien.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities.
- Prepare necessary IDOT closeout paperwork
 - BLR 13230 – Engineer's Final Payment Estimate
 - BLR 13210 – Request for Approval of Change in Plans
 - BLR 14222 – Municipal Maintenance Expenditure Statement



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

CLIENT					PROJECT NUMBER		
United City of Yorkville					YO2455-P		
PROJECT TITLE					DATE		PREPARED BY
2025 Road to Better Roads Program - Construction Engineering					5/6/25		CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$256	\$218	\$193	\$175	\$171	\$146	\$75		
CONSTRUCTION ENGINEERING											
3.1	Construction Administration		2	14	8	8			2	34	\$ 6,658
3.2	Construction Layout			4	16	8				28	\$ 5,360
3.3	Observation and Documentation		2	10	380	100			2	494	\$ 93,682
Construction Engineering Subtotal:			4	28	404	116	-	-	4	556	\$ 105,700
PROJECT TOTAL:			4	28	404	116	-	-	4	556	105,700

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 SPE 1 Senior Project Engineer I
 PE Project Engineer
 SPT 1 Senior Project Technician I
 ST Senior Technician
 ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Scanning = \$ -
 Vehicle Charges (\$65/Day) = \$ 3,250
 Rubino (Material Testing) = \$ 6,000

DIRECT EXPENSES = \$ 9,250

LABOR SUMMARY

EEI Labor Expenses = \$ 105,700
TOTAL LABOR EXPENSES \$ 105,700

TOTAL COSTS \$ 114,950



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER					
United City of Yorkville		YO2455-P					
PROJECT TITLE		DATE		PREPARED BY			
2025 Road to Better Roads Program - Construction Engineering		5/6/25		CJO			
TASK NO.	TASK DESCRIPTION						
		APR	MAY	JUN	JUL	AUG	SEP
CONSTRUCTION ENGINEERING							
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
GIS Technician II	G-2	\$130.00
GIS Technician I	G-1	\$119.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

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

Vehicle for Construction Observation	\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$235.00
Expert Testimony	\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)
	\$1.00/Sq. Ft. (Color)
Reimbursable Expenses (Direct Costs)	Cost
Services by Others (Direct Costs)	Cost + 10%

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

New Business #10

Tracking Number

PW 2025-54

Agenda Item Summary Memo

Title: Faxon and Beecher Road Reconstruction – Contract Award

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract 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: May 12, 2025
Subject: Faxon Road and Beecher Road Reconstruction

Bids were received, opened, and tabulated for work to be done on the Faxon Road and Beecher Road Reconstruction at 10:00 a.m., May 9, 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.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

We recommend the acceptance of the bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 in the total amount of **\$1,383,588,94**, contingent upon obtaining the necessary right-of-way and the receipt of the funds from C1 Yorkville, LLC.

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

BID SUMMARY
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 10:00 A.M. 05/09/25	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	ABBEEY CONSTRUCTION COMPANY 1949 County Line Road Aurora, IL 60502	ALLIANCE CONTRACTORS, INC. 1166 Lake Avenue Woodstock, IL 60098	BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$2,100,000.00	No Bid	No Bid	\$1,678,088.00
BID BOND	N/A			X
SIGNED BID	N/A			X
	CURRAN CONTRACTING COMPANY 286 Memorial Court Crystal Lake, IL 60014	D. CONSTRUCTION, INC. 1488 S Broadway Coal City, IL 60416	GENEVA CONSTRUCTION COMPANY PO Box 998 Aurora, IL 60507	MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120
TOTAL BID	\$1,731,938.75	\$1,383,588.94	No Bid	\$2,099,948.89
BID BOND	X	X		X
SIGNED BID	X	X		X
	MURPHY CONSTRUCTION, LLC 16W273 83rd St Burr Ridge, IL 60527	WINNINGER EXCAVATING, INC. 8845 Schoger Dr. Naperville, IL 60564		
TOTAL BID	No Bid	\$2,151,925.00		
BID BOND		X		
SIGNED BID		X		



**BID TABULATION
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 5/9/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		CURRAN CONTRACTING CO. 286 Memorial Court Crystal Lake, IL 60014		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		WINNINGER EXCAVATING, INC. 8945 Schoger Dr. Naperville, IL 60564		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
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	102.0	\$ 26.40	\$ 2,692.80	\$ 18.50	\$ 1,887.00	\$ 22.00	\$ 2,244.00	\$ 35.00	\$ 3,570.00	\$ 40.00	\$ 4,080.00	\$ 32.00	\$ 3,264.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	62.0	\$ 31.90	\$ 1,977.80	\$ 20.50	\$ 1,271.00	\$ 40.00	\$ 2,480.00	\$ 44.00	\$ 2,728.00	\$ 45.00	\$ 2,790.00	\$ 45.00	\$ 2,790.00
3	EARTH EXCAVATION (SPECIAL)	CU YD	6020.0	\$ 15.00	\$ 90,300.00	\$ 35.00	\$ 210,700.00	\$ 27.50	\$ 165,550.00	\$ 51.00	\$ 307,020.00	\$ 45.00	\$ 270,900.00	\$ 30.00	\$ 180,600.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	4580.0	\$ 25.00	\$ 114,500.00	\$ 35.00	\$ 160,300.00	\$ 37.50	\$ 171,750.00	\$ 51.00	\$ 233,580.00	\$ 30.00	\$ 137,400.00	\$ 50.00	\$ 229,000.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	13325.0	\$ 3.00	\$ 39,975.00	\$ 1.70	\$ 22,652.50	\$ 1.50	\$ 19,987.50	\$ 2.50	\$ 33,312.50	\$ 2.00	\$ 26,650.00	\$ 1.50	\$ 19,987.50
6	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2008.0	\$ 18.00	\$ 36,144.00	\$ 55.00	\$ 110,440.00	\$ 12.50	\$ 25,100.00	\$ 30.00	\$ 60,240.00	\$ 35.00	\$ 70,280.00	\$ 30.00	\$ 60,240.00
7	TEMPORARY DITCH CHECKS	FOOT	555.0	\$ 11.00	\$ 6,105.00	\$ 8.00	\$ 4,440.00	\$ 13.00	\$ 7,215.00	\$ 15.00	\$ 8,325.00	\$ 15.00	\$ 8,325.00	\$ 20.00	\$ 11,100.00
8	PERIMETER EROSION BARRIER	FOOT	7705.0	\$ 2.75	\$ 21,188.75	\$ 2.00	\$ 15,410.00	\$ 3.40	\$ 26,197.00	\$ 3.50	\$ 26,967.50	\$ 4.00	\$ 30,820.00	\$ 4.00	\$ 30,820.00
9	INLET AND PIPE PROTECTION	EACH	13.0	\$ 200.00	\$ 2,600.00	\$ 200.00	\$ 2,600.00	\$ 250.00	\$ 3,250.00	\$ 310.00	\$ 4,030.00	\$ 200.00	\$ 2,600.00	\$ 250.00	\$ 3,250.00
10	RESTORATION, TYPE 1	SQ YD	18000.0	\$ 1.65	\$ 29,700.00	\$ 2.50	\$ 45,000.00	\$ 3.70	\$ 66,600.00	\$ 3.60	\$ 64,800.00	\$ 6.00	\$ 108,000.00	\$ 10.00	\$ 180,000.00
11	RESTORATION, TYPE 2	SQ YD	900.0	\$ 2.20	\$ 1,980.00	\$ 3.00	\$ 2,700.00	\$ 4.85	\$ 4,365.00	\$ 5.00	\$ 4,500.00	\$ 10.00	\$ 9,000.00	\$ 15.00	\$ 13,500.00
12	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1350.0	\$ 44.00	\$ 59,400.00	\$ 52.00	\$ 70,200.00	\$ 45.00	\$ 60,750.00	\$ 116.00	\$ 156,600.00	\$ 65.00	\$ 87,750.00	\$ 45.00	\$ 60,750.00
13	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	13450.0	\$ 14.70	\$ 197,715.00	\$ 17.00	\$ 228,650.00	\$ 15.00	\$ 201,750.00	\$ 14.00	\$ 188,300.00	\$ 24.00	\$ 322,800.00	\$ 25.00	\$ 336,250.00
14	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	10600.0	\$ 18.60	\$ 197,160.00	\$ 22.50	\$ 238,500.00	\$ 20.50	\$ 217,300.00	\$ 25.00	\$ 265,000.00	\$ 25.00	\$ 265,000.00	\$ 25.00	\$ 265,000.00
15	AGGREGATE SURFACE COURSE, TYPE B	TON	73.0	\$ 30.00	\$ 2,190.00	\$ 70.00	\$ 5,110.00	\$ 50.00	\$ 3,650.00	\$ 58.00	\$ 4,234.00	\$ 100.00	\$ 7,300.00	\$ 35.00	\$ 2,555.00
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	6770.0	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.10	\$ 677.00
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1540.0	\$ 67.00	\$ 103,180.00	\$ 86.00	\$ 132,440.00	\$ 70.00	\$ 107,800.00	\$ 81.00	\$ 124,740.00	\$ 92.00	\$ 141,680.00	\$ 89.00	\$ 137,060.00
18	HOT-MIX ASPHALT SURFACE COURSE, IL9.5, MIX "D", N50	TON	930.0	\$ 73.00	\$ 67,890.00	\$ 88.00	\$ 81,840.00	\$ 80.00	\$ 74,400.00	\$ 90.00	\$ 83,700.00	\$ 101.00	\$ 93,930.00	\$ 95.00	\$ 88,350.00
19	DRIVEWAY PAVEMENT REMOVAL	SQ YD	300.0	\$ 14.00	\$ 4,200.00	\$ 12.50	\$ 3,750.00	\$ 8.25	\$ 2,475.00	\$ 18.00	\$ 5,400.00	\$ 5.00	\$ 1,500.00	\$ 12.00	\$ 3,600.00
20	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	300.0	\$ 30.00	\$ 9,000.00	\$ 42.50	\$ 12,750.00	\$ 30.00	\$ 9,000.00	\$ 51.00	\$ 15,300.00	\$ 38.00	\$ 11,400.00	\$ 50.00	\$ 15,000.00
21	AGGREGATE SHOULDERS, TYPE B, 9"	SQ YD	1570.0	\$ 18.40	\$ 28,888.00	\$ 15.00	\$ 23,550.00	\$ 15.50	\$ 24,335.00	\$ 24.00	\$ 37,680.00	\$ 25.00	\$ 39,250.00	\$ 20.00	\$ 31,400.00
22	HOT-MIX ASPHALT SHOULDERS, 9"	SQ YD	1570.0	\$ 43.00	\$ 67,510.00	\$ 50.00	\$ 78,500.00	\$ 50.00	\$ 78,500.00	\$ 55.00	\$ 86,350.00	\$ 60.00	\$ 94,200.00	\$ 45.00	\$ 70,650.00
23	PIPE CULVERT REMOVAL	FOOT	163.0	\$ 20.00	\$ 3,260.00	\$ 15.00	\$ 2,445.00	\$ 20.00	\$ 3,260.00	\$ 11.00	\$ 1,793.00	\$ 31.00	\$ 5,053.00	\$ 15.00	\$ 2,445.00
24	PIPE CULVERT, RCP, TYPE 1, 12"	FOOT	64.0	\$ 83.00	\$ 5,312.00	\$ 68.60	\$ 4,390.40	\$ 70.00	\$ 4,480.00	\$ 166.00	\$ 10,624.00	\$ 80.00	\$ 5,120.00	\$ 90.00	\$ 5,760.00
25	PIPE CULVERT, RCP, TYPE 1, 21"	FOOT	21.0	\$ 100.00	\$ 2,100.00	\$ 85.75	\$ 1,800.75	\$ 95.00	\$ 1,995.00	\$ 233.00	\$ 4,893.00	\$ 110.00	\$ 2,310.00	\$ 150.00	\$ 3,150.00
26	PIPE CULVERT, D.I.P., TYPE 1, 12"	FOOT	174.0	\$ 160.00	\$ 27,840.00	\$ 123.30	\$ 21,454.20	\$ 140.00	\$ 24,360.00	\$ 196.00	\$ 34,104.00	\$ 200.00	\$ 34,800.00	\$ 125.00	\$ 21,750.00
27	PIPE CULVERT, D.I.P., TYPE 1, 15"	FOOT	58.0	\$ 192.00	\$ 11,136.00	\$ 161.75	\$ 9,381.50	\$ 185.00	\$ 10,730.00	\$ 341.00	\$ 19,778.00	\$ 220.00	\$ 12,760.00	\$ 170.00	\$ 9,860.00
28	METAL FLARED END SECTIONS 12"	EACH	8.0	\$ 400.00	\$ 3,200.00	\$ 186.00	\$ 1,488.00	\$ 1,300.00	\$ 10,400.00	\$ 480.00	\$ 3,840.00	\$ 1,000.00	\$ 8,000.00	\$ 800.00	\$ 6,400.00
29	METAL FLARED END SECTIONS 15"	EACH	4.0	\$ 500.00	\$ 2,000.00	\$ 217.00	\$ 868.00	\$ 1,400.00	\$ 5,600.00	\$ 580.00	\$ 2,320.00	\$ 1,100.00	\$ 4,400.00	\$ 1,000.00	\$ 4,000.00
30	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2.0	\$ 1,000.00	\$ 2,000.00	\$ 905.00	\$ 1,810.00	\$ 2,000.00	\$ 4,000.00	\$ 1,260.00	\$ 2,520.00	\$ 1,600.00	\$ 3,200.00	\$ 2,000.00	\$ 4,000.00
31	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	EACH	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,475.00	\$ 1,475.00	\$ 2,100.00	\$ 2,100.00	\$ 2,480.00	\$ 2,480.00	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	102.0	\$ 90.00	\$ 9,180.00	\$ 83.30	\$ 8,496.60	\$ 80.00	\$ 8,160.00	\$ 241.00	\$ 24,582.00	\$ 130.00	\$ 13,260.00	\$ 150.00	\$ 15,300.00
33	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	2.0	\$ 4,250.00	\$ 8,500.00	\$ 2,725.00	\$ 5,450.00	\$ 3,000.00	\$ 6,000.00	\$ 4,460.00	\$ 8,920.00	\$ 2,800.00	\$ 5,600.00	\$ 4,200.00	\$ 8,400.00
34	INLETS, TYPE B, TYPE 8 GRATE	EACH	2.0	\$ 2,600.00	\$ 5,200.00	\$ 2,100.00	\$ 4,200.00	\$ 2,700.00	\$ 5,400.00	\$ 3,120.00	\$ 6,240.00	\$ 2,400.00	\$ 4,800.00	\$ 3,500.00	\$ 7,000.00
35	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 8 GRATE	EACH	1.0	\$ 1,600.00	\$ 1,600.00	\$ 1,475.00	\$ 1,475.00	\$ 5,800.00	\$ 5,800.00	\$ 1,960.00	\$ 1,960.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
36	INFILTRATION TRENCH	FOOT	570.0	\$ 110.50	\$ 62,985.00	\$ 100.00	\$ 57,000.00	\$ 185.00	\$ 105,450.00	\$ 119.00	\$ 67,830.00	\$ 150.00	\$ 85,500.00	\$ 140.00	\$ 79,800.00
37	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	108.0	\$ 6.33	\$ 683.64	\$ 6.00	\$ 648.00	\$ 6.00	\$ 648.00	\$ 4.88	\$ 527.04	\$ 5.00	\$ 540.00	\$ 6.00	\$ 648.00
38	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10947.0	\$ 0.97	\$ 10,618.59	\$ 0.95	\$ 10,399.65	\$ 0.95	\$ 10,399.65	\$ 1.25	\$ 13,683.75	\$ 1.50	\$ 16,420.50	\$ 1.00	\$ 10,947.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	233.0	\$ 1.65	\$ 384.45	\$ 1.25	\$ 291.25	\$ 1.25	\$ 291.25	\$ 2.00	\$ 466.00	\$ 2.00	\$ 466.00	\$ 2.00	\$ 466.00



BID TABULATION
FAXON ROAD AND BEECHER ROAD RECONSTRUCTION
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 5/9/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		CURRAN CONTRACTING CO. 286 Memorial Court Crystal Lake, IL 60014		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		WINNINGER EXCAVATING, INC. 8945 Schoger Dr. Naperville, IL 60564		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
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	54.0	\$ 6.33	\$ 341.82	\$ 6.00	\$ 324.00	\$ 6.00	\$ 324.00	\$ 8.00	\$ 432.00	\$ 9.00	\$ 486.00	\$ 5.00	\$ 270.00
41	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	47.0	\$ 22.00	\$ 1,034.00	\$ 10.00	\$ 470.00	\$ 10.00	\$ 470.00	\$ 25.00	\$ 1,175.00	\$ 25.00	\$ 1,175.00	\$ 6.00	\$ 282.00
42	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1350.0	\$ 2.92	\$ 3,942.00	\$ 4.00	\$ 5,400.00	\$ 4.00	\$ 5,400.00	\$ 4.00	\$ 5,400.00	\$ 4.50	\$ 6,075.00	\$ 1.00	\$ 1,350.00
43	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	243.0	\$ 5.50	\$ 1,336.50	\$ 5.00	\$ 1,215.00	\$ 5.00	\$ 1,215.00	\$ 6.40	\$ 1,555.20	\$ 7.00	\$ 1,701.00	\$ 2.00	\$ 486.00
44	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	50.0	\$ 11.00	\$ 550.00	\$ 10.00	\$ 500.00	\$ 9.00	\$ 450.00	\$ 13.00	\$ 650.00	\$ 14.00	\$ 700.00	\$ 5.00	\$ 250.00
45	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	192.0	\$ 9.35	\$ 1,795.20	\$ 14.05	\$ 2,697.60	\$ 14.05	\$ 2,697.60	\$ 5.00	\$ 960.00	\$ 5.00	\$ 960.00	\$ 5.00	\$ 960.00
46	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	1350.0	\$ 1.87	\$ 2,524.50	\$ 0.70	\$ 945.00	\$ 0.70	\$ 945.00	\$ 1.25	\$ 1,687.50	\$ 2.00	\$ 2,700.00	\$ 1.25	\$ 1,687.50
47	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	243.0	\$ 2.33	\$ 566.19	\$ 1.84	\$ 447.12	\$ 1.85	\$ 449.55	\$ 1.90	\$ 461.70	\$ 2.50	\$ 607.50	\$ 1.50	\$ 364.50
48	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	50.0	\$ 4.68	\$ 234.00	\$ 9.00	\$ 450.00	\$ 9.00	\$ 450.00	\$ 3.80	\$ 190.00	\$ 4.00	\$ 200.00	\$ 2.00	\$ 100.00
49	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	425.0	\$ 7.42	\$ 3,153.50	\$ 5.00	\$ 2,125.00	\$ 5.00	\$ 2,125.00	\$ 13.00	\$ 5,525.00	\$ 15.00	\$ 6,375.00	\$ 12.00	\$ 5,100.00
50	RELOCATE EXISTING MAILBOX	EACH	2.0	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00
51	RELOCATE EXISTING MAILBOX (SPECIAL)	EACH	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 1,250.00	\$ 1,250.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00
52	SIGN PANEL - TYPE 1	SQ FT	44.0	\$ 33.00	\$ 1,452.00	\$ 26.00	\$ 1,144.00	\$ 30.00	\$ 1,320.00	\$ 38.00	\$ 1,672.00	\$ 38.00	\$ 1,672.00	\$ 40.00	\$ 1,760.00
53	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	\$ 99.00	\$ 396.00	\$ 25.00	\$ 100.00	\$ 90.00	\$ 360.00	\$ 180.00	\$ 720.00	\$ 115.00	\$ 460.00	\$ 150.00	\$ 600.00
54	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	\$ 330.00	\$ 1,320.00	\$ 211.00	\$ 844.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00
55	TELESCOPING STEEL SIGN SUPPORT	FOOT	165.0	\$ 16.50	\$ 2,722.50	\$ 14.00	\$ 2,310.00	\$ 15.00	\$ 2,475.00	\$ 23.00	\$ 3,795.00	\$ 20.00	\$ 3,300.00	\$ 20.00	\$ 3,300.00
56	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.0	\$ 63,540.00	\$ 63,540.00	\$ 24,664.73	\$ 24,664.73	\$ 163,500.00	\$ 163,500.00	\$ 100,000.00	\$ 100,000.00	\$ 122,000.00	\$ 122,000.00	\$ 102,170.50	\$ 102,170.50
57	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	410.0	\$ 33.70	\$ 13,817.00	\$ 32.00	\$ 13,120.00	\$ 36.75	\$ 15,067.50	\$ 37.00	\$ 15,170.00	\$ 38.93	\$ 15,961.30	\$ 15.00	\$ 6,150.00
58	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.0	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
59	ITEMS ORDERED BY THE ENGINEER	UNIT	30000.0	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
TOTAL (Items 1 - 59)					\$ 1,383,588.94		\$ 1,678,088.00		\$ 1,731,938.75		\$ 2,099,948.89		\$ 2,161,925.00		\$ 2,100,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-34.1%

-20.1%

-17.5%

0.0%

2.5%

The highlighted cell contained an error that has been changed to the correct value.

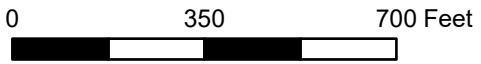


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

		DATE:	MAY 2025
		PROJECT NO.:	YO2435
		BY:	MJT
		PATH:	
		FILE:	YO2435_Reconstruction_Map
NO.	DATE	REVISIONS	



ATTACHMENT E
FAXON ROAD & BEECHER ROAD
RECONSTRUCTION
LOCATION MAP





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

Agenda Item Number

New Business #11

Tracking Number

PW 2025-55

Agenda Item Summary Memo

Title: Faxon and Beecher Road Reconstruction Construction Engineering Agreement

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Proposed PSA from EEI for construction engineering for Faxon and Beecher

Road reconstruction. Costs paid by C1.

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 12, 2025
Subject: Faxon and Beecher Road Reconstruction Const. Eng. PSA

Summary

A proposed Professional Services Agreement from EEI for the construction engineering for the Faxon and Beecher Road Reconstruction.

Background

The reconstruction of portions Faxon and Beecher Roads are part of the PUD agreement with C1 under Article 3. Developer Obligations. These roads will be completely rebuilt from old farm roads to our current standards for data center zoning. The reconstruction will take place only on the roadway adjacent to the C1 property. EEI has included a map in attachment E for your review.

EEI is proposing an hourly rate professional service agreement in the amount of \$199,944 to perform construction engineering services on this project. The services proposed would get us from the pre-construction meeting, daily documentation and oversight, material inspection coordination, verify pay estimates, punch list inspections, recommend acceptance, and provide record drawings.

Per Section 3.2 of PUD agreement with C1, the developer agrees to pay the cost to design and construct the roadways.

Recommendation

Staff recommends approval of this professional service agreement with EEI in the amount of \$199,944.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to reconstruct portions of Faxon Road and Beecher Roads (the "Project") in accordance with Ordinance 2024-33, the Planned Unit Development Agreement with C1 Yorkville, LLC; and

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

WHEREAS, C1 Yorkville, LLC has agreed to pay the costs associated with the design and construction of these roadways in accordance with Section 3.2 of the Planned Unit Development Agreement (Ordinance 2024-33); and

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *Faxon Road and Beecher Road Reconstruction, United City of Yorkville, Professional Services Agreement – Construction Engineering*, attached hereto as *Exhibit A*.

Section 3. 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	_____
RUSTY CORNEILS	_____	RUSTY HYETT	_____

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

MAYOR

Attest:

City Clerk

**Faxon Road and Beecher Road Reconstruction
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$199,944. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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



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

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

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

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

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization



(IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate
Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2025 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

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

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley. P. Sanderson, PE
Chief Operating Officer/President

Jori Behland
City Clerk

Angela Smith
Director of Marketing



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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

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

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

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

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

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

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

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

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

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

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

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

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



**Faxon Road and Beecher Road Reconstruction
United City of Yorkville, IL
Professional Services Agreement – Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Meeting with the Contractor and City Staff
- Provide construction layout for the proposed improvements
- Shop drawing review
- Provide resident engineering for periodic on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the City.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review waivers of lien.
- Provide information to residents as required.
- Perform punch list inspections, provide follow-up inspections and recommend acceptance when appropriate
- Prepare and review record drawings
- Communicate activities with City weekly, or as required based on onsite activities.
- Prepare necessary closeout paperwork



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2435-P	
PROJECT TITLE		DATE	PREPARED BY
Faxon Road and Beecher Road Reconstruction - Construction Engineering		5/8/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	PS	ADMIN	HOURS	COST
		PERSON									
		RATE	\$256	\$218	\$193	\$175	\$182	\$175	\$75		
CONSTRUCTION ENGINEERING											
3.1	Construction Administration		4	24	18	6			2	54	\$ 10,930
3.2	Construction Layout			14	10		84	56		164	\$ 30,070
3.3	Observation and Documentation		4	20	570	160			2	756	\$ 143,544
Construction Engineering Subtotal:			8	58	598	166	84	56	4	974	\$ 184,544
PROJECT TOTAL:			8	58	598	166	84	56	4	974	184,544

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 SPE 1 Senior Project Engineer I
 PE Project Engineer
 SPT 2 Senior Project Technician II
 PS Project Surveyor
 ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Scanning = \$ -
 Vehicle Charges (\$65/Day) = \$ 3,900
 Rubino (Material Testing) = \$ 11,500

DIRECT EXPENSES = \$ 15,400

LABOR SUMMARY

EEI Labor Expenses = \$ 184,544
TOTAL LABOR EXPENSES \$ 184,544

TOTAL COSTS \$ 199,944



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2435				
PROJECT TITLE					DATE		PREPARED BY		
Faxon Road and Beecher Road Reconstruction - Construction Engineering					5/8/25		JHS		
TASK NO.	TASK DESCRIPTION								
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	
CONSTRUCTION ENGINEERING									
3.1	Contract Administration								
3.2	Construction Layout								
3.3	Observation and Documentation								



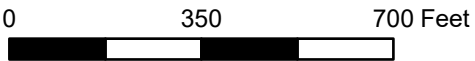


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

		DATE:	MAY 2025
		PROJECT NO.:	YO2435
		BY:	MJT
		PATH:	H:\GIS\Projects\2024\YO2435_Reconstruction_Map\YO2435_Reconstruction_Map.aprx
		FILE:	YO2435_Reconstruction_Map.aprx
NO.	DATE	REVISIONS	



**ATTACHMENT E
FAXON ROAD & BEECHER ROAD
RECONSTRUCTION
LOCATION MAP**





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

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

Vehicle for Construction Observation	\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$235.00
Expert Testimony	\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Expenses (Direct Costs)	Cost
Services by Others (Direct Costs)	Cost + 10%

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

New Business #12

Tracking Number

PW 2025-56

Agenda Item Summary Memo

Title: Southern Sanitary Sewer Connection – Change Order No. 2

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
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: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: May 20, 2025
Subject: Southern Sanitary Sewer Connection

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

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

Background:

The United City of Yorkville and Fischer Excavating, Inc. entered into an agreement for a Contract value of **\$826,384.00** for the above-referenced project. Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

Question Presented:

Should the City approve Change Order No. 2 which would **increase** the contract amount by \$85,000.00.

Discussion:

During the installation of the proposed 20" steel casing pipe under Rob Roy Creek, several boulders were encountered. As a general rule, rocks of this type can be removed with the standard auger as long as they are less than 1/3 of the diameter of the casing pipe. The size of boulders encountered were causing significant delays due to the contractor needing to stop work to remove the boulders. As a result, the Contractor spent one work day boring only to advance the 20-inch casing 10-feet.

It is recommended that the casing be upsized to 30-inches so these obstructions can be more easily removed. Upsizing the casing will also allow the removal of more significant obstructions over the 20-inch casing if encountered. The additional cost comes from additional material costs, upsizing casing spacers and end seals, additional labor for welding and handling of upsized pipe, and additional effort to manage a greater amount of spoils coming from the boring operation.

C1 Yorkville, LLC also reviewed the change order request and provided approval.

Action Required:

Consideration of approval of Change Order No. 2 in the amount of \$85,000.00.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A SECOND CHANGE ORDER
RELATING TO THE SOUTHERN SANITARY SEWER CONNECTION**

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

WHEREAS, the City had approved a contract in the amount of \$826,384.00 with Fischer Excavating, Inc. (“*Fischer*”), for a project commonly known as the Southern Sanitary Sewer Connection (the “*Project*”); and

WHEREAS, an earlier change order, approved by Resolution No. 2025-46, adopted March 25, 2025, increased the total price of the Project to \$915,066.00; and

WHEREAS, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”) has agreed to pay the costs of the Project, as it is necessary to a data center project that C1 Yorkville plans to develop; and

WHEREAS, the price of the Project has since increased in the amount of \$85,000.00 (the “*Change Order*”) as, due to the size and number of boulders encountered while Fischer was constructing the Project, the casing used in the Project must be increased from 20” to 30” and additional work will result from increasing the size of the casing; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$1,000,066.00 was not reasonably foreseeable at the time the contract was signed, as set forth in the proposal from Fischer.

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

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

Section 2. The Corporate Authorities hereby find and declare that Change Order No. 2 to the Southern Sanitary Sewer Connection contract with Fischer Excavating, Inc., which results in a total increase in the amount of \$85,000.00, is required and that such increase is in the best interests of the City.

Section 3. The Change Order is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

Section 4. That this resolution shall be in full force and effect from and after its passage and approval according to law.

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

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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

CHANGE ORDER

Order No. 2

Date: May 20, 2025

Agreement Date: January 17, 2025

NAME OF PROJECT: Southern Sanitary Sewer Connection

OWNER: United City of Yorkville

CONTRACTOR: Fischer Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1) Upsize steel casing to 30-inches in diameter \$85,000.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 826,384.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 915,066.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:

\$ 85,000.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 1,000,066.00

Justification:

- 1) During the casing installation under Rob Roy Creek, several small boulders were encountered. These boulders drastically slowed the progress of the work and resulted in the Contractor spending one whole day advancing the 20-inch casing only 10-feet. Thus, it is recommended that the casing be upsized to 30-inch diameter so these obstructions can be more easily removed. Otherwise, there will be a significant cost increase to shut down the progress of the work while they are removed via other means.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: Fischer Excavating, Inc.

Recommended by: Engineering Enterprises, Inc.

Accepted by: United City of Yorkville







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 #13

Tracking Number

PW 2025-57

Agenda Item Summary Memo

Title: Southern Sanitary Sewer Connection and Eldamain Water Main Loop South BNSF Agreement

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Acceptance of BNSF License Agreements

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

Date: May 12, 2025
Subject: Southern Sanitary Sewer Connection – BNSF License Agreement
Eldamain Water Main Loop South – BNSF License Agreement

As part of the Southern Sanitary Sewer Improvements, the City is installing sanitary sewer near Beecher Road where Beecher intersects the BNSF railroad tracks. As a part of the project, sanitary sewer must be installed underneath railroad tracks owned by BNSF.

Additionally, as part of the Eldamain Water Main Loop – South project, the City will be installing water main along Beecher Road where Beecher Road intersects the BNSF railroad tracks. As a part of this project, the water main must be installed underneath railroad tracks owned by BNSF.

Both crossings of the railroad tracks require the City to enter into a licensing agreement with BNSF. Each License Agreement language carries a one-time license fee of \$3,700 for a total fee amount of \$7,400.

Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

We recommend the acceptance and approval of the License Agreements with BNSF. The City Attorney has reviewed the agreements and has found them to be acceptable.

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

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective April 5, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **UNITED CITY OF YORKVILLE**, an Illinois Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 12 inches in diameter inside a 20 inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Yorkville, County of Kendall, State of Illinois, Line Segment 0001, Mile Post 47.80 as shown on the attached Drawing No. 92446, dated October 2, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Sanitary Sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensors's Roadmaster of entry onto the Premises, at the telephone 815-875-7369, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensors' property;
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensors' employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- ☒ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.**15.6 Other Requirements:**

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits.

Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License.

Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensors has no duty or obligation to monitor Licensees use of the Premises to determine Licensees compliance with Environmental Laws, it being solely Licensees responsibility to ensure that Licensees use of the Premises is compliant. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 **"Environmental Law(s)"** shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not

limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensors is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensors to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensors or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensors's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensors has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensors, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensors may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensors shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensors may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensors of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensors's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensors may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensors's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensors in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensors, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensors;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
 - 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE

LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

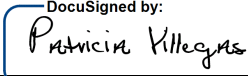
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131

By: 
By: Patricia Villegas
Title: vice President, Permits

LICENSEE:

United City of Yorkville, an Illinois Municipality


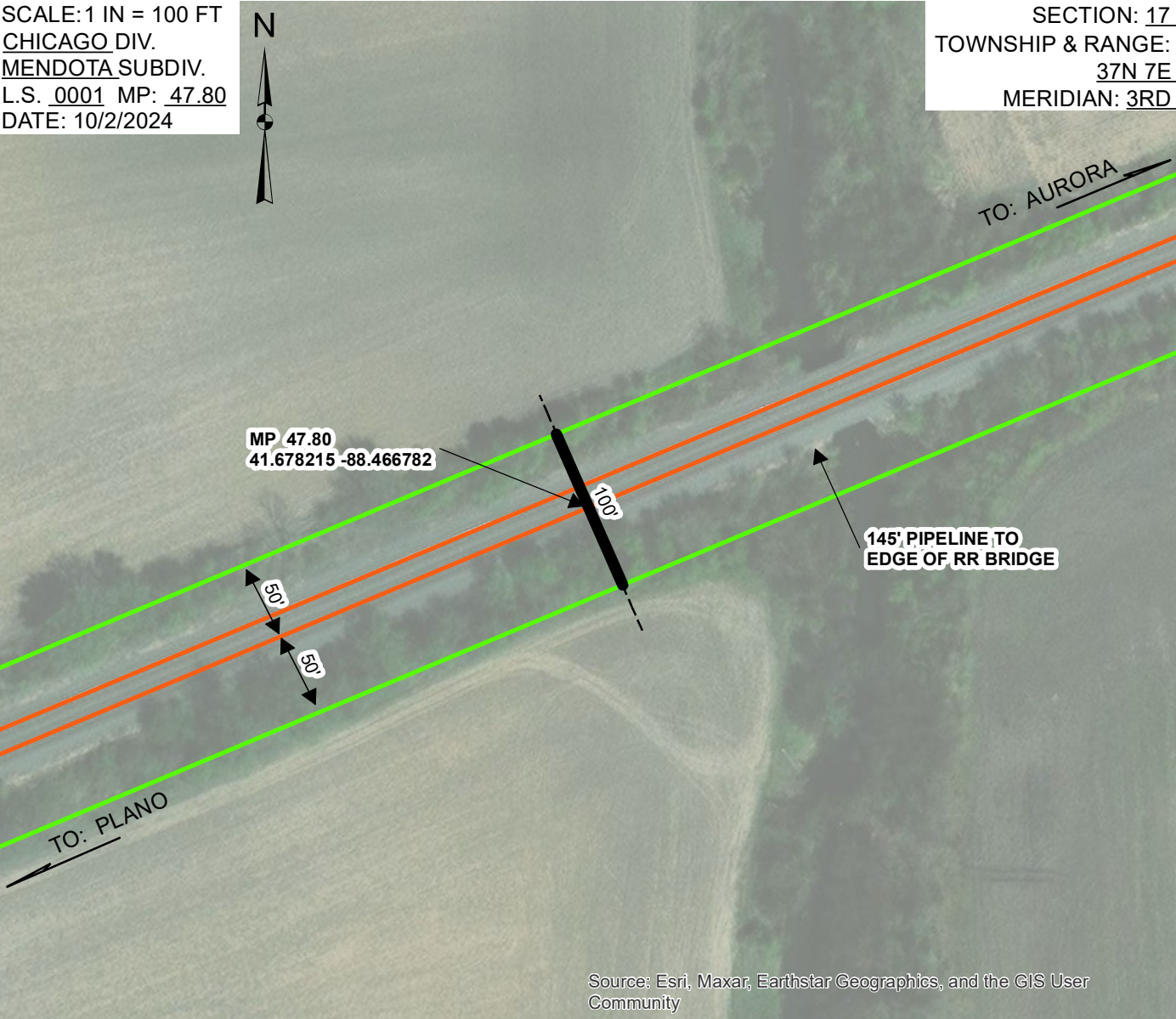
By: 
By: Eric Dhuse
Title: Director of Public Works

EXHIBIT "A"

SCALE: 1 IN = 100 FT
CHICAGO DIV.
MENDOTA SUBDIV.
L.S. 0001 MP: 47.80
DATE: 10/2/2024



SECTION: 17
TOWNSHIP & RANGE:
37N 7E
MERIDIAN: 3RD



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	12"	20"	LENGTH ON R/W:	100'	100'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	-	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP		12'
SPECIFICATIONS/GRADE:	C900 / ASTM D1784	ASTM A139 GR. B	OF CASING		12'
WALL THICKNESS:	0.733"	0.281"	BURY: NATURAL GROUND		12'
COATING:	-	BITUMINOUS	BURY: ROADWAY DITCHES		YES
			CATHODIC PROTECTION		

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

YORKVILLE
COUNTY OF KENDALL

STATE OF IL

BTH

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective March 12, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **UNITED CITY OF YORKVILLE**, an Illinois Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 16 inches in diameter inside a 30 inch Steel casing containing drinking water (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Yorkville, County of Kendall, State of Illinois, Line Segment 0001, Mile Post 48.09 as shown on the attached Drawing No. 89860, dated January 26, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Drinking Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensors's Roadmaster of Licensee's entry onto the Premises at the telephone (815) 875-7369 as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless**

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensors' property;
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensors' employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors;
 - Additional insured endorsement in favor of and acceptable to Licensors;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensors as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensors and Licensee shall not perform any work or services of any kind under this agreement until Licensors has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors' Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- ☒ Licensee may **elect** to participate in Licensors' Blanket Policy;
- ☐ Licensee **declines** to participate in Licensors' Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or policy

endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License.

Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensors has no duty or obligation to monitor Licensees use of the Premises to determine Licensees compliance with Environmental Laws, it being solely Licensees responsibility to ensure that Licensees use of the Premises is compliant. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not

limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

17.10 Intentionally deleted.

17.11 Intentionally deleted.

17.12 Intentionally deleted.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licenser in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licenser, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licenser;
 - 24.1.2 report and restore any damage to the Premises or Licenser's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licenser.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licenser or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licenser may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licenser for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licenser has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licenser, provide a bill of sale in a form acceptable to Licenser conveying the Pipeline and the other Improvements to Licenser for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licenser and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licenser, which consent may not be unreasonably withheld or delayed by Licenser. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licenser in its sole and absolute discretion.
 - 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and

subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: _____

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensors' Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

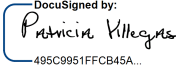
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB1
Fort Worth, TX 76131

By: 
495C9951FFCB45A...
By: Patricia Villegas
Title: vice President, Permits

LICENSEE:

United City of Yorkville, an Illinois Municipality


By: 
E35B77ED056E44F...
By: Eric Dhuse
Title: Director of Public works

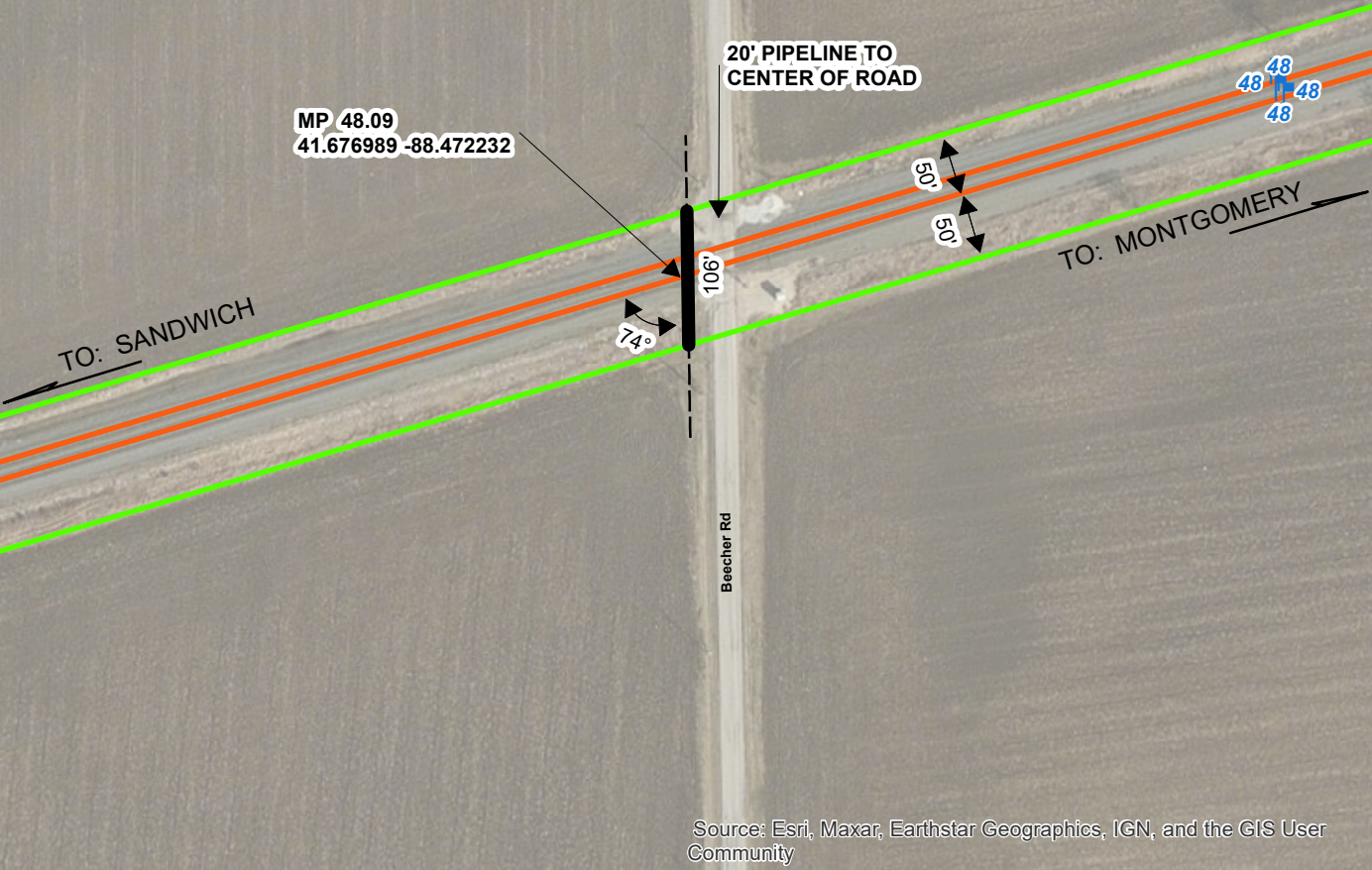
EXHIBIT "A"

SCALE: 1 IN = 150 FT
CHICAGO DIV.
MENDOTA SUBDIV.
L.S. 0001 MP: 48.09
DATE: 1/26/2024



SECTION: 18
TOWNSHIP & RANGE:
37N 7E
MERIDIAN: 3RD

MAP REF. r50408



DESCRIPTION OF PIPELINE					
PIPELINE SHOWN BOLD					
	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	30"	LENGTH ON R/W:	106'	106'
CONTENTS:	DRINKING WATER		WORKING PRESSURE:	350 PSI	
PIPE MATERIAL:	DUCTILE IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING		8.25'
SPECIFICATIONS/GRADE:	AWWA C151/A21.51	ASTM A139	BURY: NATURAL GROUND		6'
WALL THICKNESS:	0.4"	0.469"	BURY: ROADWAY DITCHES		6'
COATING:	CEMENT LINED	BITUMINOUS	CATHODIC PROTECTION		NO

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

YORKVILLE
COUNTY OF KENDALL

STATE OF IL

BTH



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

Agenda Item Number

New Business #14

Tracking Number

PW 2025-58

Agenda Item Summary Memo

Title: Well 9 Emergency Repair Change Order No. 1

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: A proposed change order increasing the cost of the well 9 emergency repair by
\$19,086.37

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 6, 2025
Subject: Change Order Well 9 Emergency Repair

Summary

A proposed change order increasing the cost of the Well 9 emergency repair by \$19,086.37.

Background

On March 11, 2025, the City Council passed a resolution approving \$151,662 for emergency repairs to well 9, based on an estimate from Layne Western. This money was in addition to the \$55,000 that was previously authorized by staff and the City Council. This brings the total approved funds for repair to \$206,662.

Unfortunately, the repairs took longer in time than expected, there was an additional test performed, there were additional parts and materials needed, and there was an additional invoice given to Layne by the electrician for the direct connection. This increased the cost of the repair by \$19,086.37, bringing the total cost for repair to \$225,748.37.

Although this is a large, unexpected expense, it is much better than the worse case scenario which was \$375,000. This repair also takes the place of the preventative maintenance that would have occurred in the next couple of years and pushes it out 10 years.

Recommendation

Staff recommends approval of the change order.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING
TO WELL NO. 9 EMERGENCY REPAIRS**

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 has approved a contract in the amount of \$206,662.00 with Layne Christensen Company (“Layne”), for a project commonly known as the Well No. 9 Emergency Repairs Project, the price of which has increased from the original contract amount in the amount of \$19,086.37 (the “*Change Order*”) due to the reinstallation of the well’s components taking longer than anticipated, and Layne needing more materials than anticipated to complete the repair; and

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

WHEREAS, as the Change Order increases the total price of the Project in an amount less than \$25,000, no finding under Section 33E-9 of the Illinois Criminal Code is needed; and

WHEREAS, it is recommended to the Mayor and the City Council that Change Order No. 1 to the Well No. 9 Emergency Repairs Project be approved.

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 the Change Order to the Well No. 9 Emergency Repairs Project contract with Layne Christensen Company, which

results in a total increase of \$19,086.37, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



INVOICE

Inv No.: 2928934

Page 1 of 2

LAYNE CHRISTENSEN COMPANY

Remit To: PO BOX 743609 LOS ANGELES CA 90074-3609	831 - LAYNE AURORA PH: 262-246-4646 Email: arprocessingcenter@gcinc.com	CUSTOMER PO#: WO#: LAYNE JOB#:	Work Order 1591564
---	---	--------------------------------------	---------------------------

Sold To: 899330 UNITED CITY OF YORKVILLE ATTN: ACCOUNTS PAYABLE 651 PRAIRIE POINTE DRIVE YORKVILLE, IL 60560-6501	Notes: edhuse@yorkville.il.us; jbauer@yorkville.il.us
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INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
4/24/2025	5/24/2025	BALLUFF, JESSE H.	BALLUFF, JESSE H.	A/R Net 30 Days
QTY / Units	UOM	----- Remark -----	Unit Price	Total

WELL 9 PAY REQUEST 2 - FINAL

FIELD LABOR FROM 3/20/2025 THRU 4/17/2025

74.50	HR	Serviceman w/Service Truck - Regular Time	\$281.00	\$20,934.50
8.50	HR	Field Technician - Regular Time	\$203.00	\$1,725.50
8.00	HR	Large Rig - 1 Man Crew - Regular Time	\$348.00	\$2,784.00
72.00	HR	Large Rig - 2 Man Crew - Regular Time	\$551.00	\$39,672.00
2.00	DY	Power Tong Usage, per 8 hour shift	\$475.00	\$950.00
Sub Total ==>				\$66,066.00

YARD LABOR FROM 3/20/2025 THRU 4/17/2025

73.00	HR	Machinist & Equipment - Regular Time	\$214.00	\$15,622.00
8.00	HR	Sandblast Equipment and 2 man Crew	\$435.00	\$3,480.00
25.50	HR	Yard Technician - Regular Time	\$190.00	\$4,845.00
Sub Total ==>				\$23,947.00

MATERIAL

1.00	LS	Standard Motor Servicing Material	\$2,000.00	\$2,000.00
21.00	EA	Zinc Sleeves	\$210.00	\$4,410.00
1.00	LS	Miscellaneous Pipe Rehab Material (Epoxy paint, Sand Blast Medium, etc.)	\$3,705.00	\$3,705.00
1.00	LS	Bowl Assembly Rehab/Servicing Material (Epoxy paint, Sand Blast Medium, Bronze, etc.)	\$5,000.00	\$5,000.00
1.00	LS	Miscellaneous Reinstall Material (1-1/2" PVC, Grease, Set Screws, etc.)	\$2,000.00	\$2,000.00
Sub Total ==>				\$17,115.00

SUBCONTRACTOR WORK

1.00	LS	Frank Marshall Electrical Reconnect	\$731.74	\$731.74
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INVOICE

Inv No.: 2928934

Page 2 of 2

LAYNE CHRISTENSEN COMPANY

QTY / Units	UOM	----- Remark -----	Unit Price	Total
Sub Total ==>				\$731.74

Total Taxable Amount	\$107,859.74
Total Tax Amount	
Total Retainage Amount - 0%	\$0.00
Total Invoice Amount	\$107,859.74

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

Resolution No. 2025-30

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE REPAIR OF CITY OF YORKVILLE WELL
NUMBER 9 IN AN AMOUNT NOT TO EXCEED \$151,662**

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

WHEREAS, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment in excess of \$25,000 that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City currently owns and operates a municipal drinking water system served by wells that extract source water from an underground aquifer; and

WHEREAS, Well Number 9 (the “Well”), located near the intersection of Bristol Ridge Road and Kennedy Road within the City’s corporate boundaries, has experienced a critical failure and is currently not operating; and

WHEREAS, the Well is required to extract water from the City’s aquifers, and therefore the operation of the Well is critical to the safety and welfare of the City’s residents; and

WHEREAS, during a Special Meeting held on March 4, 2025 the City Council approved through Resolution No. 2025-27 the urgent inspection of the Well’s motor, pump and cables (the “Components”); and

WHEREAS, Layne Christensen Company (“Layne”) is in the process of inspecting the Well’s Components to provide a diagnosis and exact repair estimate; and

WHEREAS, Layne and the City’s Public Works Department believe that the cost to repair to the Well shall not exceed \$151,662; and

WHEREAS, once a diagnosis and repair estimate are complete, Layne shall provide a quote to the City with an exact cost for the necessary repairs to the Well (the “Quote”); and

WHEREAS, given the importance of municipal water infrastructure to the health and welfare of the City’s residents, and in a desire to facilitate repair of the Well’s Components as soon as possible, the Mayor and City Council (the “Corporate Authorities”) wish to approve all necessary repairs to the Well’s Components, in an amount not to exceed \$151,662, with said amount being decreased as appropriate pursuant to the forthcoming Quote.

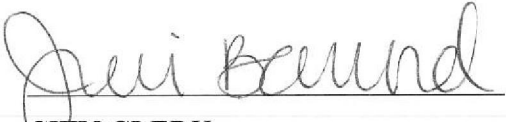
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

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

Section 2. The Corporate Authorities hereby waive the competitive bidding requirements in accordance with the City's Municipal Code and pursuant to the foregoing recitals, and the City Administrator is authorized and directed to proceed with engaging Layne Christensen Company to repair Well Number 9, as described in the forthcoming Quote, in an amount not to exceed \$151,662.

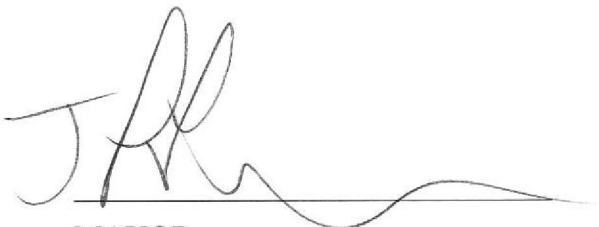
Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11th day of March, A.D. 2025.


CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 13th day of MARCH, A.D. 2025.


MAYOR

Attest:


CITY CLERK



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/697-6941
graniteconstruction.com

March 11, 2025

Mr. John Bauer
City of Yorkville
610 Tower Ln
Yorkville, IL 60560

Re: Well #9 Emergency Repairs and Reinstall

Mr. Bauer:

The City of Yorkville's Well #9 Byron Jackson submersible type H pump has been removed by Layne due to high amperage causing an I²T trip. This indicates a trip function where the breaker trips based on the square of the current (I²) multiplied by time (t), meaning the longer the current flows, the more energy is generated, and trips the breaker to prevent damage. The motor, bowl, and cable have been inspected at Layne's Aurora Yard, while the pipe and threads are being inspected by a third party who specializes in the rehabilitation of 8 round threads of which Well 9's pipe is threaded to. Please find the City of Yorkville Well 9's Pump Inspection Report ("PIR") attached.

Based upon the recommendations of the PIR, including full servicing of the pump components while they are removed from the Well, estimated project cost:

1. Component Inspection:
 - a. Bowl Inspection & Report..... \$ 2,100
 - b. Motor Inspection & Report \$ 1,800
 - c. Hypot Test of Cable & Report \$ 1,500
 - d. Misc. Yard Labor..... \$ 7,200
2. Well Televis Survey & Report \$ 1,800
3. Pipe Rehabilitation, Estimate
 - a. Pipe Transportation for Rehabilitation, Estimate \$ 10,000
 - b. 8 RND Couplings @ \$410/Coupling x 15 Coupling, Estimate..... \$ 6,150
 - c. Cut & Thread ("C&T") 8 RND @ \$187.50/C&T x 40, Estimate \$ 7,500
 - d. Couplings Bucked on @ \$14/Each x 15, Estimate \$ 210
 - e. Thread protectors @ \$15/Each x 23, Estimate \$ 345
 - f. Replacement 10" pipe @ \$126.72/Foot x 60 Estimate \$ 7,603
 - g. New 10" 8 RND Surge Control Valves @ \$2,700/Each x 2 \$ 5,400
 - h. Replacement Zinc sleeves @ \$210/Each x 25, Estimate \$ 5,250
 - i. Touchup Epoxy Coating w/ 2 Man Crew @ \$435/Hour x 24 Hours
Plus material, estimate \$ 13,000
4. Bowl Assembly Rehabilitation & Servicing Estimate
 - a. Machinist & Equipment Labor @ \$214/Hour for 70 Hrs, Estimate \$ 14,980
 - b. 2 Man Blast Crew @ \$435/Hour x 8 Hours, estimate \$ 3,480
 - c. Material, Estimate \$ 5,000

- 5. Motor Rehabilitation
 - a. Standard servicing, including new oil, oil lines, gaskets, o-ring, filter
Etc. \$ 2,000
 - b. Standard Motor Servicing Labor @ \$209/Hour x 16 Hours..... \$ 3,344
- 6. Reinstall & Performance Test, Standard Working Hours Estimate
 - a. Reinstall, Estimate \$ 45,000
 - b. 1 Day Performance Test, Estimate \$ 6,000
 - c. Miscellaneous Material \$ 2,000

Total Repair Estimate: \$151,662

Total Labor and equipment approved to date including pump
Removal & transport components to Layne yard \$ 55,000

Total Project Estimate: \$206,662

If you have any questions or comments, please do not hesitate to contact me.

Layne Christensen Company



Jesse Balluff
WRD Project Manager



A GRANITE COMPANY
721 WEST ILLINOIS AVE.
AURORA, IL 60506
630.897.6941 PHONE
630.897.6976 FAX

City of Yorkville
WELL NO. 9
INSPECTION REPORT

JOB NAME	Yorkville 9 Emergency Job		WELL NO.	9	DATE	March 9, 2025
JOB NO.	1591564	INSPECTED BY	J. Kopp, J. Iverson, J. Balluff, J. Gray, J.			
Motor	Byron Jackson 17" 400 HP, 2300V, Type H	BOWL ASSEMBLY	Byron Jackson 14 Stage 13MQ/12MQH5L9			
Serial#	17-5399-4-1RB	COLUMN ASSEMBLY	866' 10" 8RND w/ 10' transition piece to 8V at bowl; 2 – 8RND surge valves at 100' & 583' above bowl; O.D. zinc sleeves on bottom 21 pcs of pipe, I.D. zinc sleeves on both ends of all pipe.			

MOTOR



Motor in inspection bay.

MOTOR OBSERVATIONS

Motor megged OL during in-shop inspection. Rotation and Float indicated as "Good." Legs were megged in cycle to test for continuity and passed.

No evidence of high amps / I2T electrical trip being caused from the motor.

(see attached motor inspection report)

MOTOR RECOMMENDATIONS

Motor is field service eligible for reuse.



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City of Yorkville
WELL NO. 9
INSPECTION REPORT

BOWL ASSEMBLY



Impellers



Impeller Shaft



Suction stage, "grooving" evidence & minor ring wear



Impeller ring discoloration potentially caused by heat, w/ grooves & minor wear



Top of castings, typ.



Bottom of casting, "Buffed," groove typ.

BOWL ASSEMBLY OBSERVATIONS

All castings and impellers are in good condition. Upper volute of castings have minor erosion near ring area. The pump contains bronze wear rings that show signs of wear, including significant grooves suggesting a foreign object has gone through the assembly. The wear rings are "buffed" as if the well was producing sand, which the City noted this well was not known to produce sand. A couple of impellers showed signs of discoloration that could potentially indicate heating up. Impeller shaft, strainer, and collets were noted as "ok for reuse." The top case discharge flange will need to have the remaining pipe machined out as it was stuck when pulling the pump and needed to be cut.

Indications of a foreign object causing grooves in the impeller ring and wear ring. Evidence a couple of impellers heated up at some point. However, no direct evidence for high amps / I2T electrical trip being caused from the bowl assembly.

(See attached Bowl Assembly Inspection Report)



A GRANITE COMPANY
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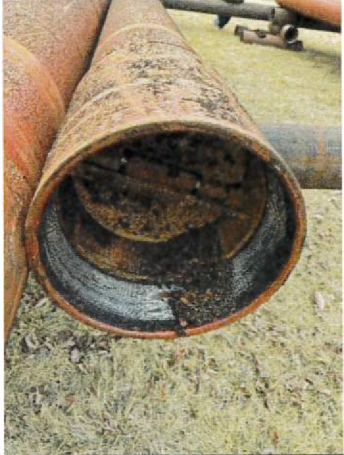
City of Yorkville WELL NO. 9 INSPECTION REPORT

BOWL ASSEMBLY RECOMMENDATIONS

Layne recommends reapplying ceramic coating to the upper volutes of castings as well as reapplication of ceramic coating on all interior components of the pumping assembly due to minor wear. True up the impellers, including deburr/polish collet bores. All bronze wear rings should be replaced due to their condition and wear. Straighten and polish impeller shaft (typical rehab for bowl service). Deburr and polish all collets. Replace suction bushings. Repair top case flange and replace pipe.

Typ. Bowl servicing.

COLUMN PIPE

		
<p>Cut pipe due to power tongs not being able to break loose.</p>	<p>Thread damage</p>	<p>I.D. Zinc in good condition</p>
		
<p>Interior pipe in good condition, no signs of erosion/corrosion, typ.</p>	<p>Heated coupling to break loose, damaged threads.</p>	<p>Upper surge check valve, to be replaced</p>

COLUMN PIPE OBSERVATIONS

The condition of the pipe is generally good in terms of the historical erosion/corrosion seen in "fishing" jobs from 2009 and 2017. This can be contributed to the sacrificial zinc sleeves applied as well as threading all pipe to 8 round ("8 RND") in 2017. Silicon was applied to the threads to further help prevent erosion and corrosion. Some pieces of pipe would not come loose with the utilization of power tongs, therefore, some joints needed to be cut. No evidence of high amps / I2T electrical trip being caused from the column assembly.



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721 WEST ILLINOIS AVE.
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630.897.6941 PHONE
630.897.6976 FAX

City of Yorkville
WELL NO. 9
INSPECTION REPORT

COLUMN PIPE RECOMMENDATIONS

Layne provided the City with a worst case scenario if all pipe needed to be cut, rethread, and new pipe for a not to exceed case budget. New surge check valves were included in this quote as historically, this has been where the column assembly has failed for Well 9. Layne recommends replacing any lost zinc sleeving due to pipe rehabilitation as well as installing the column assembly to the same specs as it was installed in 2017. Once final inspection is completed by third party, Layne will update the city on necessary repairs and/or replacements.

CABLE OBSERVATIONS

The cable and flat cable were in good condition. Hypot testing of the full cable assembly showed minimal leakage. Field crew noted that the flat cable looked "thin" in some places. J. Geltz, J. Balluff, and J. Gray inspected the flat cable closely and did not note any "thin" spots. Cable was reconnected to motor in shop and ohms testing was conducted while all potential weak points were wet. No continuity issues were recorded during test.

No evidence of high amps / I2T electrical trip being caused from the cable assembly.

CABLE RECOMMENDATIONS

Cable and flat cable ok for reuse.
(see attached hypot test report)

WELL OBSERVATIONS

Unremarkable Well head.
Total depth was recorded with a wireline to 1359'. Original depth on record is 1368', suggesting 9' of back fill.

WELL RECOMMENDATIONS

Layne recommends televising the well while the pump is removed to visually inspect the Well's condition.

LAYNE CHRISTENSEN COMPANY



BYRON JACKSON MOTOR INSPECTION REPORT – TYPE: M ☐ H ☒

DATE	3/5/2025				
JOB NAME	Yorkville 9			JOB #	1591564
HP	400	SIZE	17"	VOLTAGE	2300
MOTOR SERIAL #	17-5399-4-1RB				
MEG	OL				
SHAFT PROJECTION SPEC	8 7/8 - 8.875				
SHAFT PROJECTION MEASURED	8 55/64 - 8.860				
FACE RUNOUT	.007				
RABBET ECCENTRICITY	.022				
ROTATION	Good				
FLOAT	Good				
CONDITION OF STATOR CAN	Good				
CONDITION OF LOWER CAN	Good				
CONDITION OF O-RING JOINT	N/A				
COMMENTS:	Oil Change & Full Service. Continuity tested through each leg of motor - Passed.				
IS MOTOR FIELD SERVICE ELIGIBLE?				YES	<input checked="" type="checkbox"/>
RECOMMENDATIONS:				NO	<input type="checkbox"/>

BOWL ASSEMBLY INSPECTION REPORT

Project		Yorkville, IL		Well No.	9	Date	3-6-2025
Project No.		1591564		Inspected by		John Kopp	
Serial No.		Flowserve CIBF		Bowl Assembly		13/12MQH5L9 – 14 Stage (Full)	
Stage No.	Wear Ring	Impeller Skirt	Clearance	Bearing ID	Impeller Shaft	Clearance	
1 (suction)	6.528	6.475	.053	1.949/1.949	1.936	.013/.013	
2	6.533	6.476	.057	1.948	1.936	.012	
3	6.535	6.476	.059	1.948	1.936	.012	
4	6.549	6.479	.070	1.948	1.936	.012	
5	6.549	6.477	.072	1.947	1.936	.011	
6	6.553	6.479	.074	1.948	1.936	.012	
7	6.549	6.478	.071	1.948	1.936	.012	
8	6.547	6.478	.069	1.948	1.936	.012	
9	6.546	6.478	.068	1.948	1.936	.012	
10	6.548	6.478	.070	1.949	1.936	.013	
11	6.540	6.478	.062	1.948	1.936	.012	
12	6.542	6.476	.066	1.948	1.936	.012	
13	6.538	6.476	.062	1.949	1.936	.013	
14	6.531	6.476	.055	1.948	1.936	.012	
			Top case	1.948	1.936	.012	
			Port body	1.950	1.936	.014	
Impeller Shaft	1-15/16" X 213-7/16", ok for reuse						
Fasteners	Stainless steel, replace lock washers						
Strainer	Stainless steel, ok for reuse						
Collets	Stainless Steel, ok for reuse						

COMMENTS: All castings and impellers are in really good condition. Upper volute of castings has erosion near ring area and will need an application of ceramic coating. Recommend re-application of ceramic coating on all interior parts that will need it when pump is blasted. Pump contains bronze wear rings and due to their condition and wear, they will need to be replaced. Note that this pump is set up for use with 17" motor and 10" discharge. The top case discharge flange will need to have the remaining pipe machined out of it.

WATER RESOURCES



CABLE HIGH POTENTIAL TEST

Customer: Yorkville, IL

Date: 3/6/2025

Job No.: 1591564

Well No.: 9 Location: Aurora, IL – Layne Shop

Cable Description: 5kv/#2 w/grd. Length: 865' Installed By:

Type of Test: Proof Max. Test Voltage: 5,000 Duration: 5 min. Motor Voltage: 2300

Weather: Indoors Temperature: °68 Humidity:

Test Equipment: 6KV Test Set Test Engineer: J. Geltz Time:

READINGS ON VOLTAGE RISE

Test Voltage	Leakage I in Micro - Amps			
	AØ	BØ	CØ	
	Red	Brown	Yellow	
1,000	3.8	3.8	3.6	
2,000	4.2	4.1	3.9	
3,000	3.9	3.9	3.8	
4,000	4.0	3.7	3.4	
5,000	3.7	3.8	3.5	

READINGS WITH VOLTAGE CONSTANT

Time in Min.	Leakage I in Micro - Amps			
	AØ	BØ	CØ	
	Red	Brown	Yellow	
0	3.7	3.8	3.5	
1	.9	.8	1.1	
2	1.3	.9	1.2	
3	1.4	1.3	1.4	
4	1.3	1.4	1.6	
5	1.1	1.3	1.2	

DISCHARGE TIME

Comments:

Hypot test power cable with Byron Jackson Flat-Cable attached. Leakage values are quite low and cable appears suitable for reuse. However, note that reinstallation means cable as tested on spool above ground will be flexed over cable sheaves, squeezed against pipe by stainless steel banding and will be subject to possible down-hole damage, as well as significant hydrostatic pressure. Hypot testing may not detect leakage to atmosphere. (i.e. external holes in cable insulation).

Witness:

Signature:

John Geltz

WATER RESOURCES



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

Agenda Item Number

New Business #15

Tracking Number

PW 2025-59

Agenda Item Summary Memo

Title: Generator Replacement for the Blackberry North Lift Station

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Proposed replacement of the Blackberry North lift station generator

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 28, 2025
Subject: Generator Replacement

Summary

A proposed generator replacement at our Blackberry North lift station.

Background

The generator that is proposed to be replaced has been in service since 1995. Originally, this was a portable generator that was built for the Blackberry North lift station but could be used elsewhere if needed. Once we started specifying generators as part of lift station construction, the portable aspect of the unit wasn't really needed. To continue to utilize the generator, we permanently mounted it at the Blackberry North lift station where it has been since the early 2000's.

The main reason we are proposing replacement of this generator is that parts are no longer readily accessible, and if you do find parts, they are extremely expensive. With the age of the generator, the probability of breakdown increases, and the availability of parts is crucial to keep the generator running and in good shape. If we can't get parts in a timely manner, the generator downtime increases, and it becomes unreliable to us.

Backup generators are extremely important for all lift stations, but it is imperative for this location. If the power goes out, we estimate that it would only take 45 minutes to 1 hour for sewage to start backing up into the homes that are nearest to the lift station. Having a reliable generator on site is crucial to keep everything functioning properly in case of a power outage.

Currently, the City has 8 backup generators and will add one more when the new Parks/PW shop is completed. All these generators are Caterpillar products, or products that Caterpillar services. We have specified this because of their reliability and the service they can provide when needed. We have tried many different companies for service through the years, but we have always come back to our local Caterpillar dealer for sales and service.

This generator was Sourcewell quoted through Altorfer Power Systems, which is our Caterpillar dealer. The quote totals \$73,463.45 for the generator, installation, testing, training, and removal and disposal of the old unit. Due to the fact that this is a single source purchase, it will necessitate a supermajority vote for approval.

This is a budgeted expense in the Lift Station Rehabilitation line item in the Sanitary Sewer fund.

Recommendation

Staff recommends approval of the quote from Altofer Power Systems in the amount of \$73,483.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF A REPLACEMENT GENERATOR FOR THE
BLACKBERRY NORTH LIFT STATION, IN AN AMOUNT NOT TO EXCEED \$73,464**

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

WHEREAS, the City’s Code of Ordinances provides that the City may approve contracts for supplies and equipment in excess of \$25,000 that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the generator located at the City’s Blackberry North lift station (the “Generator”) has been in service for roughly 30 years, and, due to its age, parts to repair the Generator are difficult to find and expensive; and

WHEREAS, it is crucial to the health and welfare of the City’s residents that all City lift stations have functional and reliable generators; and

WHEREAS, due to the age of the Generator, the City’s Public Works department is recommending it be replaced; and

WHEREAS, the City received a quote from Altorfer Power Systems through Sourcewell to replace the Generator for \$73,463.45 (the “Quote”); and

WHEREAS, the Quote has been provided through Sourcewell, a company that provides cooperative purchasing services to units of local government; and

WHEREAS, the Quote is for a Caterpillar generator, and the City’s Public Works department has found that Caterpillar generators are reliable, and that Caterpillar provides quality service; and

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

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

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

Section 2. The Corporate Authorities hereby waive the bidding requirements, pursuant to the City's Code of Ordinances, and the City Administrator is hereby authorized and directed to proceed with the purchase of the Generator in an amount not to exceed \$73,464, as described in the Quote, from Altorfer Power Systems.

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

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

CITY CLERK

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

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

MAYOR

Attest:

CITY CLERK

PROPOSAL

Customer: City of Yorkville

Date: 4/30/25

Project Name: Yorkville Lift Station Generator

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes the standard accessories and are provided per Sourcewell (NJPA) contract #120617-CAT. ***This meets State of Illinois laws, and therefore should satisfy your bidding requirements without further solicitation.***

Per our discussions here is some good general information regarding Sourcewell:

- Sourcewell is a government agency, created by State statute, with a publicly elected board. Its sole purpose is to provide contract purchasing solutions to serve government and non-profit agencies – government serving government.
- Sourcewell does not eliminate the bid process, instead it satisfies the agency's requirements for competitive bidding.
- Caterpillar was awarded the Sourcewell Contract #120617-CAT
- Please see copy of State of Illinois Statutes.
- For more information please see www.sourcewell-mn.gov

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT

One (1) new Caterpillar model D40 diesel engine generator set rated at 40kW standby, 240 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Two-year standard warranty.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- Installation of the generator per attached BOM provided by FME
- Time for Altorfer factory technician on site for startup,
- Time for Altorfer factory technician on site for equipment testing
- Time for Altorfer Project Management on site for site audit
- Time for Altorfer factory technician on site for end user and owner training
- Freight to jobsite

Please review the following bill of materials, terms and conditions, and pricing. Feel free to contact us with questions or for any changes that may be needed to meet the scope of the project as you understand it.

Sincerely,

Austin (AJ) Foster
Power Sales Group
Altorfer / Caterpillar

Standard Equipment Caterpillar**FACTORY TESTING AT 0.8 PF**

- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power--all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM

- ✓ Air cleaner

ENGINE

- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR

- ✓ Caterpillar 40kW generator, standby rated, engine mounted and tested at the Caterpillar factory, Class H Insulation, optimal pitch
- ✓ Digital Voltage Regulator
- ✓ Class H insulation; class H temperature rise.

SUBBASE FUEL TANK

- ✓ UL 142 Double Wall Tank Base Tank
- ✓ Conduit access stub up area below breaker package
- ✓ Level Indicator
- ✓ Low Fuel Level Alarm Switch and Fuel In Rupture Basin Switch

ENCLOSURE

- ✓ Weatherproof enclosure and sound attenuated - Durable weather-resistant finish
- ✓ Critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM

- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM

- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

STARTING SYSTEM

- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

DIGITAL CONTROL PANEL**Instrumentation**

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed/Overspeed, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button. Service interval counter.

Remote Annunciator (shipped loose) – Qty 1

- ✓ Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- ✓ Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- ✓ Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- ✓ Label cards are provided next to each set of LED by to indicate various alarms and events.
- ✓ Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ UL listed Circuit breaker, unit mounted 150A CB
- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

FME INSTALLATION

- ✓ Items included by FME are layout, coordination, lock out tag out, labeling, strut systems, crane to set new generator, 140 gallons of diesel gas, start up, loadbank testing, training, demolition of existing generator set, terminations at existing ATS, terminations at existing SCADA, terminations at 120 volt power source, mounting / wiring of generator, breakers for battery charger / block heater if needed, mandrelling of conduits, electrical concrete ductbanks, generator grounding, removal of existing concrete pad, excavation and new concrete pad.

TECHNICAL FIELD SERVICE TO INCLUDE:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; this will insure site work is completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

EQUIPMENT STARTUP:

One (1) day of on-site start-up testing are included for only the equipment purchased through Altorfer Power Systems. Time allowed for our factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. We will endeavor to meet the requirements of all interested parties as is reasonable, but informing & scheduling of all authorities, inspectors, etc. is the responsibility of the customer; all services included in this quotation are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING

On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Addition personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:

The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:

Caterpillar 2-year warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:

Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides

Ref #: AF25#31461716

Page 5 of 7

you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

AVAILABILITY:

Determined after approved release. Equipment submittal time is to be negotiated.

FINANCIAL TERMS:

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is NOT included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:

Quotation is based on customer site visit only. Generator was sized based on existing unit and no load calculations were done. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.

- Fuel provided by FME
- Installation provided by FME

Total price for these product and services:**CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT**

One (1) new Caterpillar model D40 diesel engine generator set rated at 40kW standby, 240 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Two-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- Installation of the generator per attached BOM provided by FME
- Time for Altorfer factory technician on site for startup
- Time for Altorfer Project Management on site for site audit
- Time for Altorfer factory technician on site for equipment testing,
- Time for Altorfer factory technician on site for end user and owner training
- Delivery coordination and freight to jobsite

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	\$41,637.00
SOURCEWELL MEMBER DISCOUNT (31%):	(\$12,907.47)
SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	<u>\$44,733.92</u>

TOTAL PRICE: \$73,463.45

2025 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE:

ALTORFER POWER SYSTEMS

(Customer Signature)

Austin Foster

Austin (AJ) Foster

Phone: 630-450-3139

Email: austin.foster@altorfer.com

Sales, Electric Power Generation

DATE: _____

Should you have any questions or comments on this matter, please do not hesitate to contact us.

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Bartonville IL • Bettendorf IA • Cedar Falls IA • Cedar Rapids IA • Champaign IL • Clinton IL
Decatur IL • Dix IL • Dubuque IA • Dwight IL • East Peoria IL • Elmhurst IL • Hammond IN • Joliet IL • Oglesby IL
Rock Falls IL • Rockford IL • Springfield IL • Urbana IL • Wauconda IL • West Branch IA • West Burlington IA

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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 #16

Tracking Number

PW 2025-60

Agenda Item Summary Memo

Title: Weight Restrictions on Neighborhood Roads in Cannonball Estates and Kylyn's Ridge

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Proposed weight restrictions on certain streets in Kylyns Ridge and
Cannonball Estates subdivisions

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: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: May 15, 2025
Subject: Weight Restrictions on Neighborhood Roads

Summary

Proposed weight limit signs in the Cannonball Estates and Kylyns Ridge subdivisions to direct heavy truck traffic to the appropriate streets.

Background

With the proximity to Kendall Marketplace, the proposed data centers, and Bright Farms, we have seen an increase in heavy truck traffic on our residential streets in the Cannonball Estates and Kylyn's Ridge subdivisions. These roads are not made to handle the constant use by heavy trucks, but we do have nearby roads that are made for this kind of traffic.

Creating and enforcing weight limits on certain roads will hopefully direct these heavy trucks to use Cannonball to Alice to Faxon instead of the neighborhood streets. To do this, staff is proposing to place weight limit of 8 tons on the following residential streets:

1. Blackberry Shore Lane from the intersection of Northland Lane to the westerly dead end.
2. The entirety of Northland Lane
3. The entirety of High Ridge Lane
4. The entirety of Norton Lane.

I have attached a map for your review and reference.

This weight limit will not affect the ability to deliver goods withing the subdivisions, pick up garbage, or perform snow removal operations.

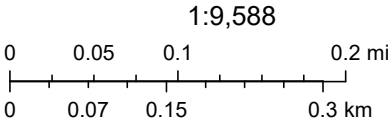
Recommendation

Staff recommends the creation of an 8-ton weight limit on Blackberry Shore Lane, Northland Lane, High Ridge Lane, and Norton Lane as described above.

Kendall County GIS Parcel Viewer Export



5/15/2025, 2:41:06 PM



OpenStreetMap, Nearmap



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2025-18

Agenda Item Summary Memo

Title: Northland Lane Parking Restrictions – Discussion

Meeting and Date: Public Works Committee – May 20, 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: 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
James Jensen, Chief of Police
Date: April 8, 2025
Subject: Northland Lane Off-Street Parking

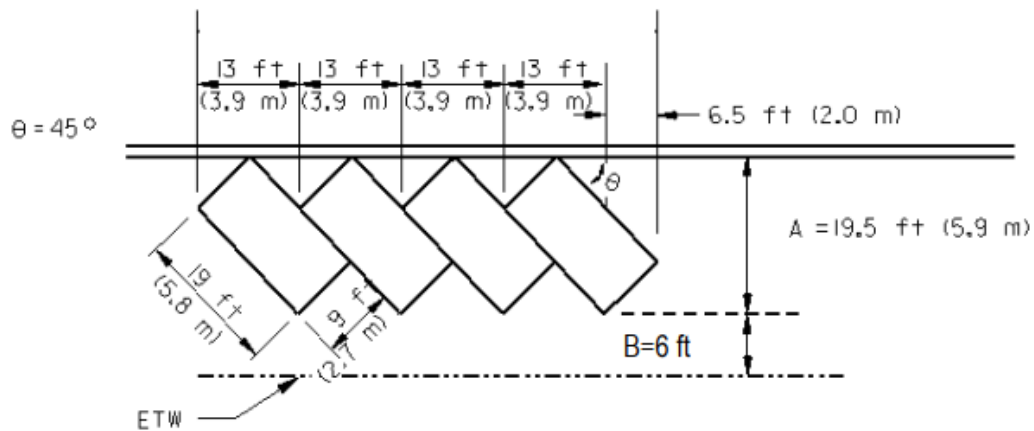
As requested, we investigated the feasibility of off-street parking facilities on the west side of Northland Lane adjacent to Cannonball Ridge Park. Off-street parking is being considered to accommodate the shift of the No Parking Zone from the west side of Northland Lane to the east side with the anticipated development of Heartland Meadows West.

The United City of Yorkville's Unified Development Ordinance, the Illinois Accessibility Code, the Americans with Disability Act (ADA), and the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual* were utilized in the conceptual design.

The design is summarized in the table below, in the schematic on the next page, and in the attached Exhibit.

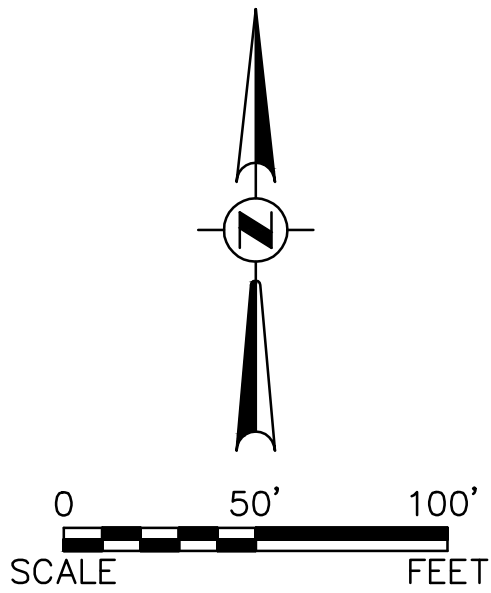
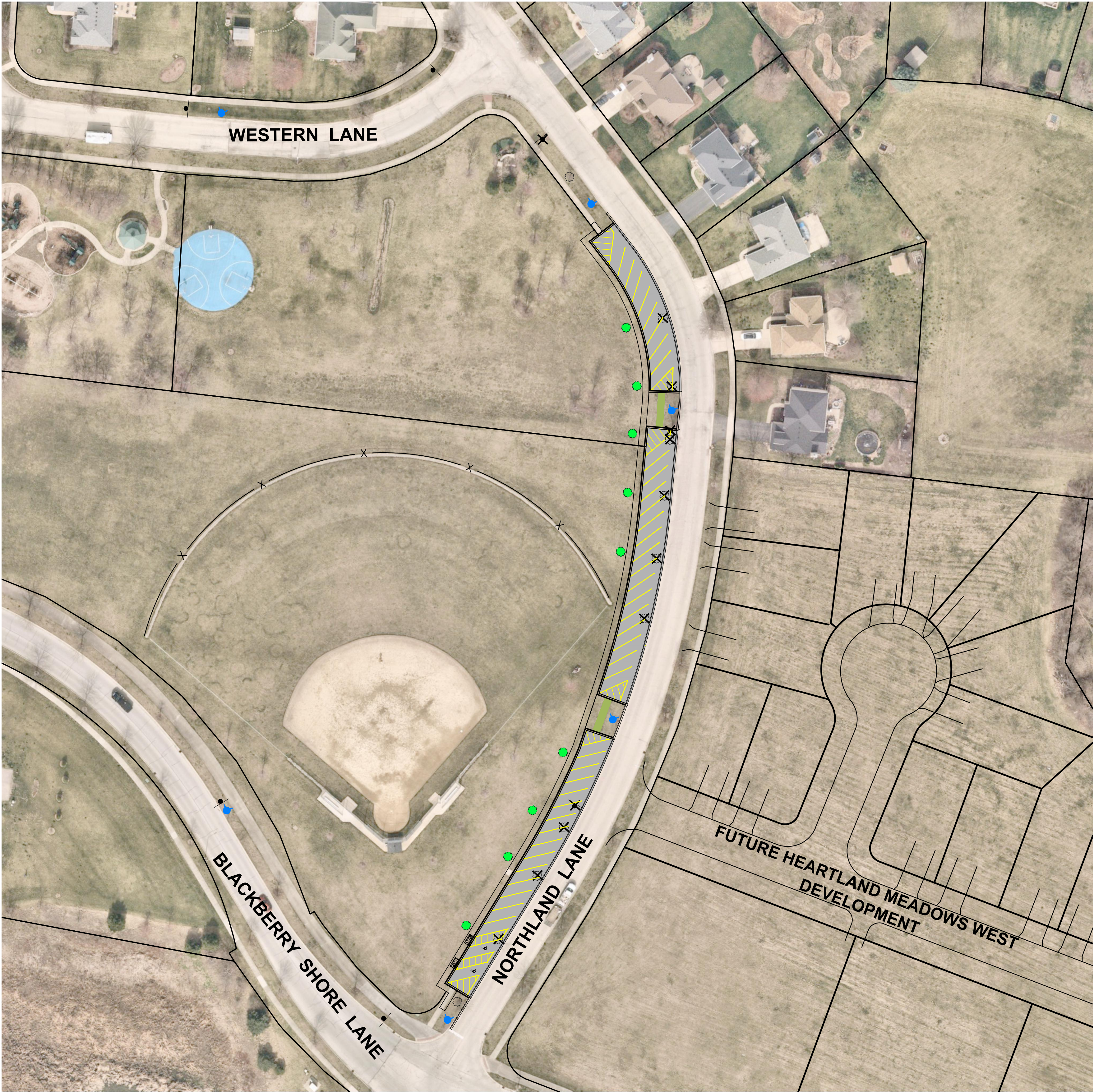
Category	Value
Parking Angle	45 Degrees
Number of Stalls	40 Standard
Accessible Parking Spaces	2 (1 Van-Accessible)
Stall Depth	19 Feet
Stall Width	9 Feet
Buffer from Traffic (B)	6 Feet
Pavement Design	3-Inch Hot-Mix Asphalt, N50 10-Inch Aggregate Subgrade Improvement
Sidewalk Design	5-Inch, Portland Cement Concrete 4-Inch, Subbase Granular Material, Type B
Curb and Gutter	B-6.12 Curb and Gutter Removal and Replacement 2-Inch, Class D Patch, Type IV
Estimated Cost	\$340,000

Angled parking stalls were selected over perpendicular stalls as more vehicles would be accommodated, visibility while reversing would be greater, and traffic along Northland Lane would be less impacted. The field's outfield fence prevents deeper parking to accommodate a better buffer to lanes of traffic when exiting. Depending on the age and ability of the field's users, protection from foul balls in right field may be necessary.



- A = required distance between face of curb and back of stall, assuming that bumper of parked car does not extend beyond curb face, ft (m)
- B = clear distance needed for a parked vehicle to back out of stall while just clearing adjacent parked vehicles, ft (m)
- ETW = Edge of Traveled Way

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



- LEGEND**
- EXISTING NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - EXISTING TREE
 - TREE REMOVAL
 - PROPOSED TREE
 - RELOCATE NO PARKING SIGN
 - DETECTABLE WARNING



Plotted: April 3, 2025 @ 11:07 AM By: Angela Driessen - Tab: Exhibit 3 Proposed No Parking

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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

NO.	DATE	REVISIONS	

NORTHLAND LANE
OFF-STREET PARKING

CONCEPTUAL PLAN

DATE:	APRIL	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NPEXHIBIT4	
SHEET	1	OF 1

Y:\Projects\2025\Y02500\Signs\Y02500-NPEXHIBIT4

PRELIMINARY COST ESTIMATE

JOB NO:	YO2500-C
DESIGNED:	GAB
DATE:	APRIL 2025
PROJECT TITLE:	NORTHLAND LANE OFF-STREET PARKING

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
BASE IMPROVEMENTS & EARTHWORK					
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2000	\$ 3.00	\$ 6,000.00
2	EARTH EXCAVATION, 15"	CU YD	1050	\$ 40.00	\$ 42,000.00
3	TOPSOIL FURNISH AND PLACE, 4"	CU YD	110	\$ 10.00	\$ 1,100.00
4	SUBBASE GRANULAR MATERIAL, TYPE B, 4"	SQ YD	420	\$ 15.00	\$ 6,300.00
5	AGGREGATE BASE COURSE, TYPE A 10"	SQ YD	2000	\$ 22.00	\$ 44,000.00
REMOVALS					
6	SIDEWALK REMOVAL	SQ FT	3750	\$ 2.00	\$ 7,500.00
PAVING					
7	BITUMINOUS MATERIALS (TACK COAT)	POUND	450	\$ 0.10	\$ 45.00
8	BITUMINOUS MATERIALS (PRIME COAT)	POUND	4500	\$ 0.10	\$ 450.00
9	CLASS D PATCH, TYPE IV, 2"	SQ YD	335	\$ 35.00	\$ 11,725.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 - "3	TON	335	\$ 100.00	\$ 33,500.00
CONCRETE					
11	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	3750	\$ 15.00	\$ 56,250.00
12	DETECTABLE WARNINGS	SQ FT	20	\$ 40.00	\$ 800.00
STRUCTURES & ADJUSTMENTS					
13	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	800	\$ 40.00	\$ 32,000.00
14	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	750	\$ 50.00	\$ 37,500.00
15	NEW FRAMES AND GRATES	EACH	3	\$ 750.00	\$ 2,250.00
16	MANHOLES TO BE ADJUSTED	EACH	4	\$ 1,000.00	\$ 4,000.00
17	INLETS TO BE ADJUSTED	EACH	3	\$ 500.00	\$ 1,500.00
PAVEMENT MARKINGS & SIGNAGE					
18	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS & SYMBOLS	SQ FT	10	\$ 6.00	\$ 60.00
19	THERMOPLASTIC PAVEMENT MARKINGS - LINE 4"	FOOT	1500	\$ 2.00	\$ 3,000.00
20	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	16	\$ 20.00	\$ 320.00
21	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	3	\$ 500.00	\$ 1,500.00
22	TELESCOPING STEEL SIGN SUPPORT WITH NEW SIGN	EACH	2	\$ 500.00	\$ 1,000.00
MISCELLANEOUS					
23	SEEDING, CLASS 2A	ACRE	0.25	\$ 5,000.00	\$ 1,250.00
24	TREE REMOVAL AND PLANTING	EACH	9	\$ 800.00	\$ 7,200.00
25	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 5,000.00	\$ 5,000.00
26	INLET FILTERS	EACH	10	\$ 250.00	\$ 2,500.00

SUBTOTAL \$ 308,750.00

CONTINGENCY (10%) \$ 30,875.00

TOTAL CONSTRUCTION ENGINEERING COST ESTIMATE W/ CONTINGENCY \$ 339,625.00





Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: March 11, 2025
Subject: Northland Lane Parking Restrictions

As requested, we investigated the possible adjustment of parking restrictions on Northland Lane adjacent to Cannonball Ridge Park from the west side of the street to the east side of the street.

According to the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual*, parking restrictions are established by the *Illinois Vehicle Code* (625 ILCS 5/11-1303). Parking is prohibited in the following locations:

- in front of a public or private driveway;
- within an intersection;
- on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- within 15 ft (4.6 m) of a fire hydrant;
- within 20 ft (6.1 m) of any crosswalk;
- within 30 ft (9.1 m) on the approach leg to any intersection with a flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway;
- within 20 ft (6.1 m) of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 ft (22.9 m) of this type of entrance (when properly signed);
- within 50 ft (15.2 m) of the nearest rail of a highway/railroad crossing on bridges or within a highway tunnel; and
- in areas designated by local traffic and enforcement regulations (e.g., near school zones, loading zones, bus stops). See local ordinances for additional information on parking restrictions.
- between a safety zone and adjacent curb or within 30 ft (9.1 m) of points

According to Chapter 28 of IDOT's BLRS Manual, the available sight distance for vertical curves, horizontal curves, and intersections should all be considered in setting parking restrictions.

The existing parking restrictions on the west side of Northland Lane from Blackberry Shore Lane to Western Lane were implemented in 2014 (Ord. 2014-39, 8-26-2014). These restrictions, which are displayed in Exhibit 1, include several No Parking Signs bearing the text "THIS SIDE OF STREET." The signs are located between the curb and sidewalk facing southbound Northland Lane traffic. Several fire hydrants located on the west side would restrict parking if not already restricted by City Ordinance.

The existing parking restrictions on the east side of Northland Lane from Western Lane to Blackberry Shore Lane include six residential driveways, the unmarked crosswalk at Western Lane, and the unmarked crosswalk at Blackberry Shore Lane. The amount of usable parking on the east side of Northland Lane currently totals approximately 720 feet. This can accommodate roughly 30 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

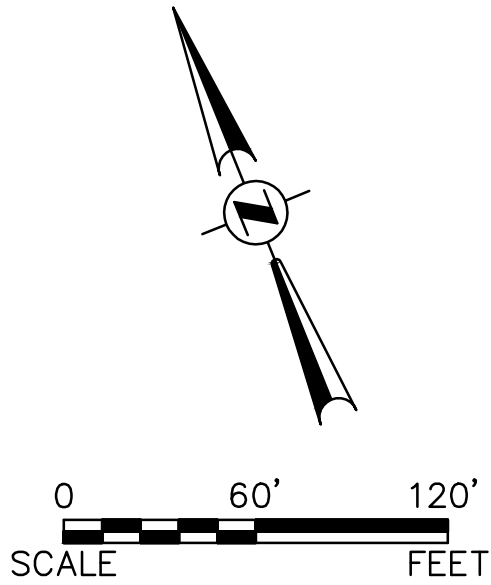
Keeping the no parking zone on the west side of Northland Lane and introducing the development of Heartland Meadows West is displayed in Exhibit 2. The proposed development creates new parking restrictions on the east side of Northland Lane that include three additional residential driveways and sight restrictions at the new T-intersection. Sight triangles for westbound vehicles exiting the Heartland Meadows West development would impact the amount of usable parking for vehicles northbound on Northland Lane. The amount of usable parking space from Western Lane to Blackberry Shore Lane would decrease to approximately 168 feet. This would accommodate roughly 7 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

The proposed Heartland Meadows West development and the adjustment of the no parking zone from the west side to the east side of Northland Lane is shown in Exhibit 3. Sight triangles for eastbound vehicles turning onto Northland Lane from Western Lane would impact the amount of usable parking for vehicles southbound on Northland Lane. Horizontal sight distance for vehicles travelling southbound around the curve on Northland Lane would also decrease the amount of usable parking on the west side. Considering these changes, the amount of usable parking on the west side of Northland Lane would total approximately 480 feet. This would accommodate roughly 20 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

The analysis is summarized in the table below:

	Existing No Parking Conditions	Existing No Parking Conditions with Heartland Meadows West Development	Proposed No Parking Conditions with Heartland Meadows West Development
Usable Parking Length	720 Feet	168 Feet	480 Feet
Usable Parking Spots (24' Space)	30 Passenger Vehicles	7 Passenger Vehicles	20 Passenger Vehicles

No Parking Exhibits



- LEGEND**
- EXISTING NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - EXISTING NO PARKING ZONE PER CITY ORDINANCE
 - EXISTING NO PARKING ZONE PER ILLINOIS VEHICLE CODE



Plotted: March 5, 2025 @ 3:42 PM By: Angela Driessen - Tab: Exhibit 1 Existing No Parking - 22x34

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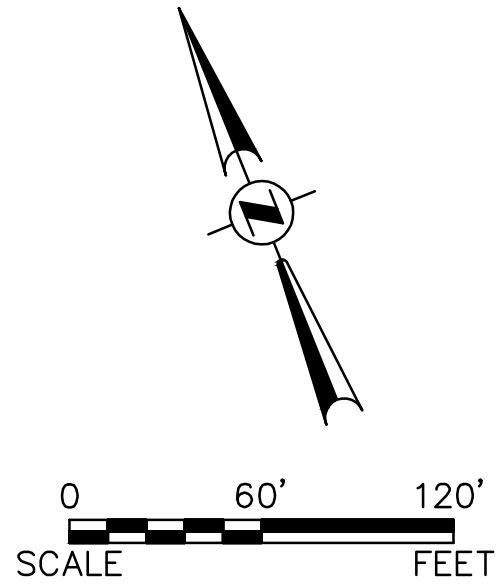
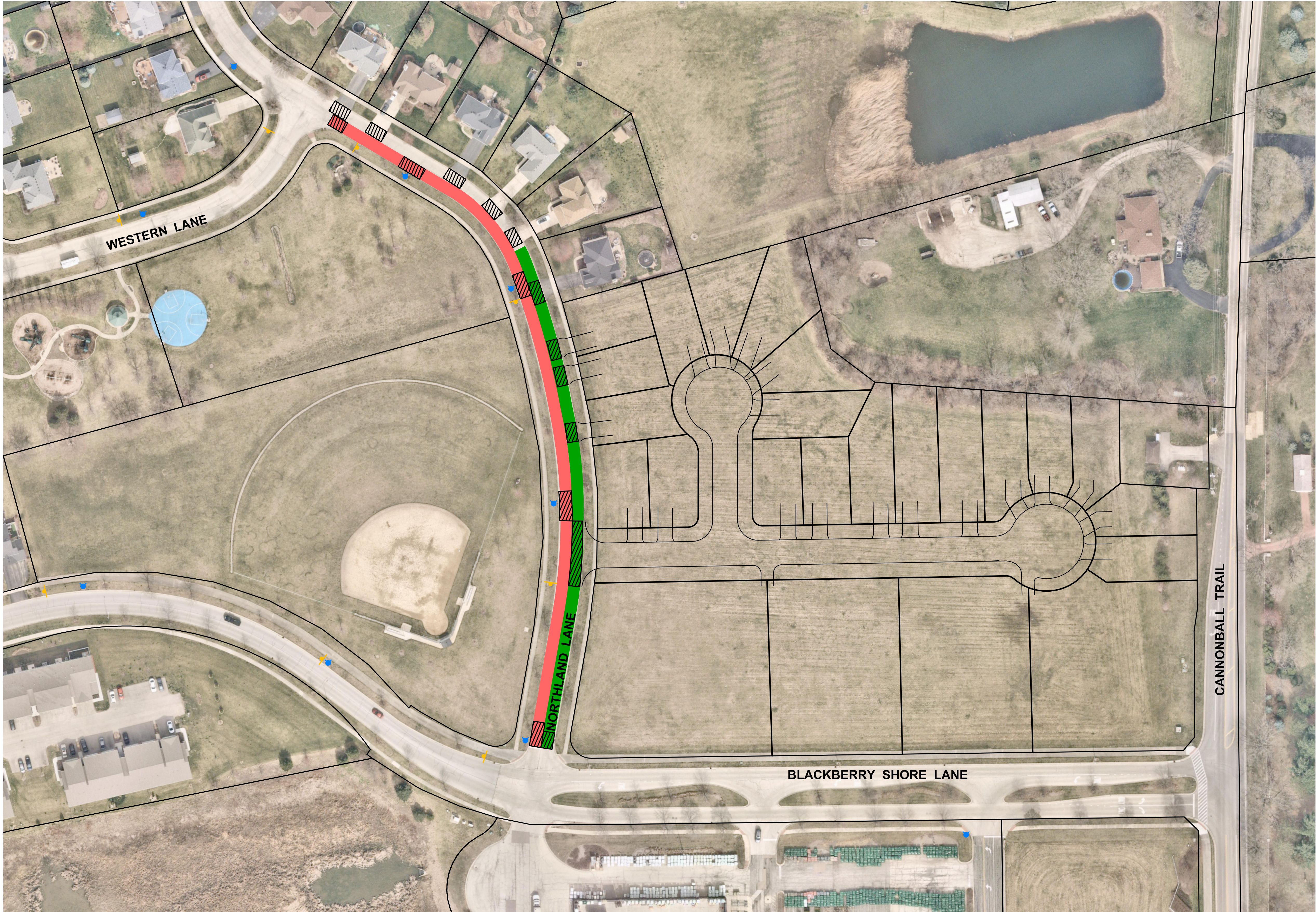
NO.	DATE	REVISIONS

NORTHLAND LANE
PARKING RESTRICTIONS

EXHIBIT 1
EXISTING NO PARKING
CONDITIONS

DATE:	MARCH	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NOPARKING	
SHEET	1	OF 3

PATH: Y:\SUSPROJ\Y0-YORKVILLE\2025\Y02500\SIGNS\Y02500-NOPARKING



- LEGEND**
- EXISTING NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - EXISTING NO PARKING ZONE PER CITY ORDINANCE
 - NO PARKING ZONE PER ILLINOIS VEHICLE CODE
 - ADVISED NO PARKING ZONE PER CLEAR SIGHT DISTANCE



Plotted: March 11, 2025 @ 9:19 AM By: Angela Driessen - Job: Exhibit 2 Proposed No Parking - 22x34

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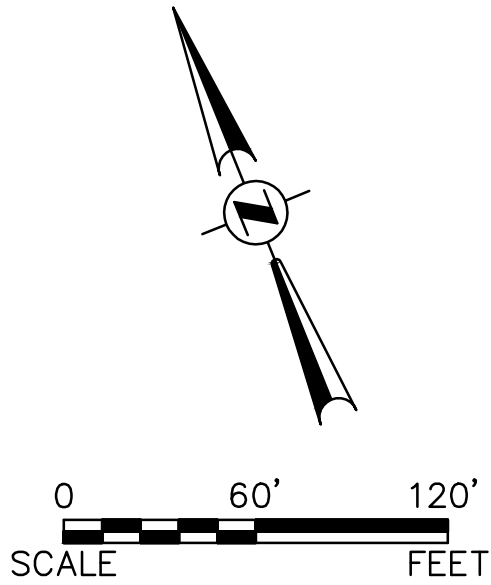
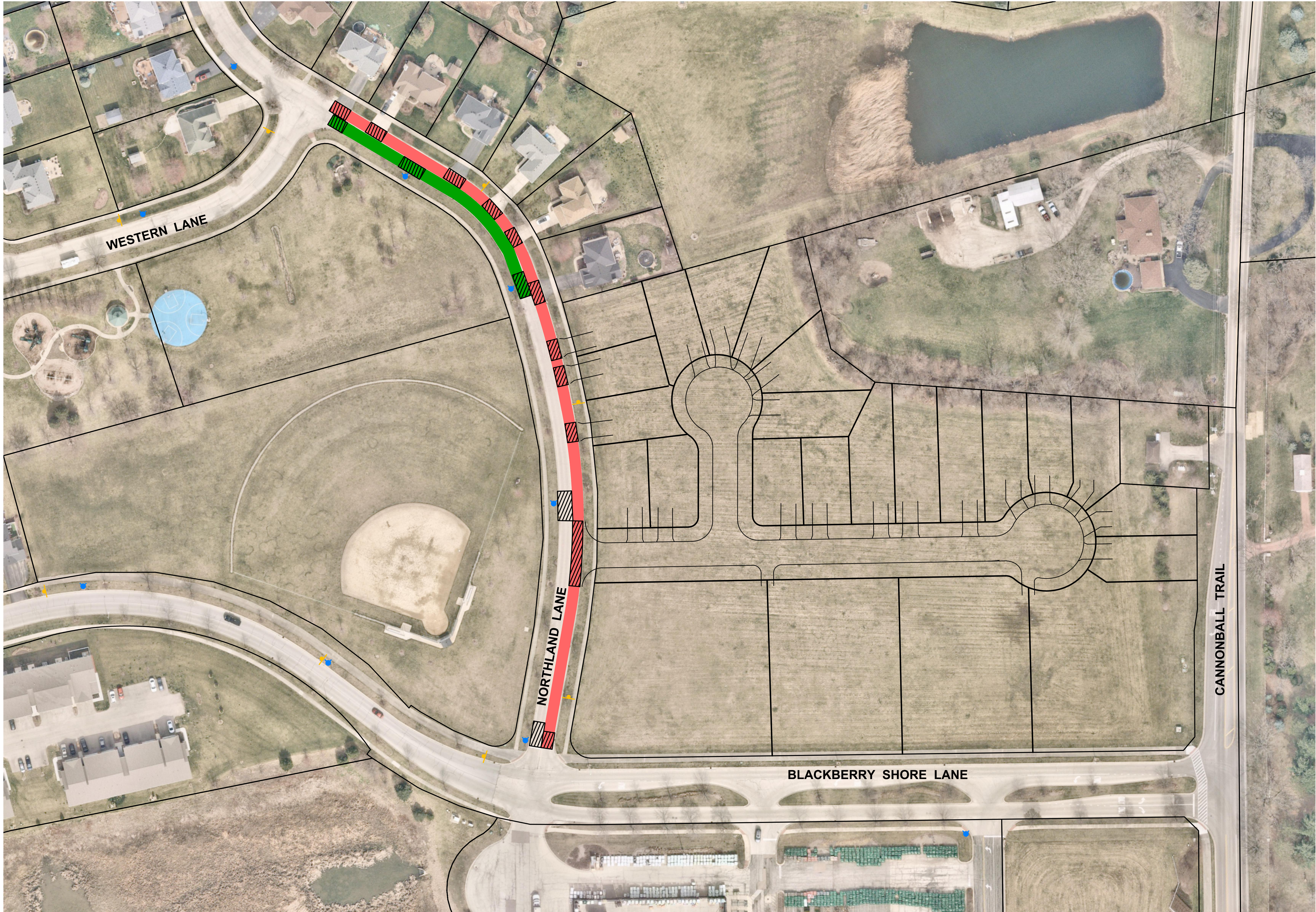
NO.	DATE	REVISIONS

NORTHLAND LANE
PARKING RESTRICTIONS

EXHIBIT 2 - EXISTING NO PARKING
CONDITIONS WITH HEARTLAND
MEADOWS WEST DEVELOPMENT

DATE:	MARCH	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NOPARKING	
SHEET	2	OF 3

PATH: Y:\SUSPROJ\Y0-YORKVILLE\2025\Y02500\SIGNS\Y02500-NOPARKING



- LEGEND**
- NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - NO PARKING ZONE PER CITY ORDINANCE
 - NO PARKING ZONE PER ILLINOIS VEHICLE CODE
 - ADVISED NO PARKING ZONE PER CLEAR SIGHT DISTANCE



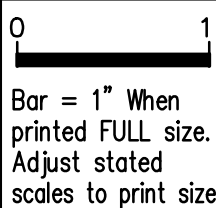
Plotted: March 11, 2025 @ 9:21 AM By: Angela Driessen - Tab: Exhibit 3 Proposed No Parking

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CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS



NO.	DATE	REVISIONS

**NORTHLAND LANE
PARKING RESTRICTIONS**

**EXHIBIT 3 - PROPOSED NO PARKING
CONDITIONS WITH HEARTLAND
MEADOWS WEST DEVELOPMENT**

DATE:	MARCH	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NPEXHIBIT3	
SHEET	3	OF 3

Path: Y:\SubArea\YORKVILLE\2025\Y02500\SIGNS\Y02500-NPEXHIBIT3



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

Agenda Item Number

Old Business #2

Tracking Number

PW 2025-33

Agenda Item Summary Memo

Title: Pavement Management Program Update

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: Consideration of Draft 5-Year Plan

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval of 5-Year Plan

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 13, 2025
Subject: Pavement Management Update – Draft 5-Year Plan

Background

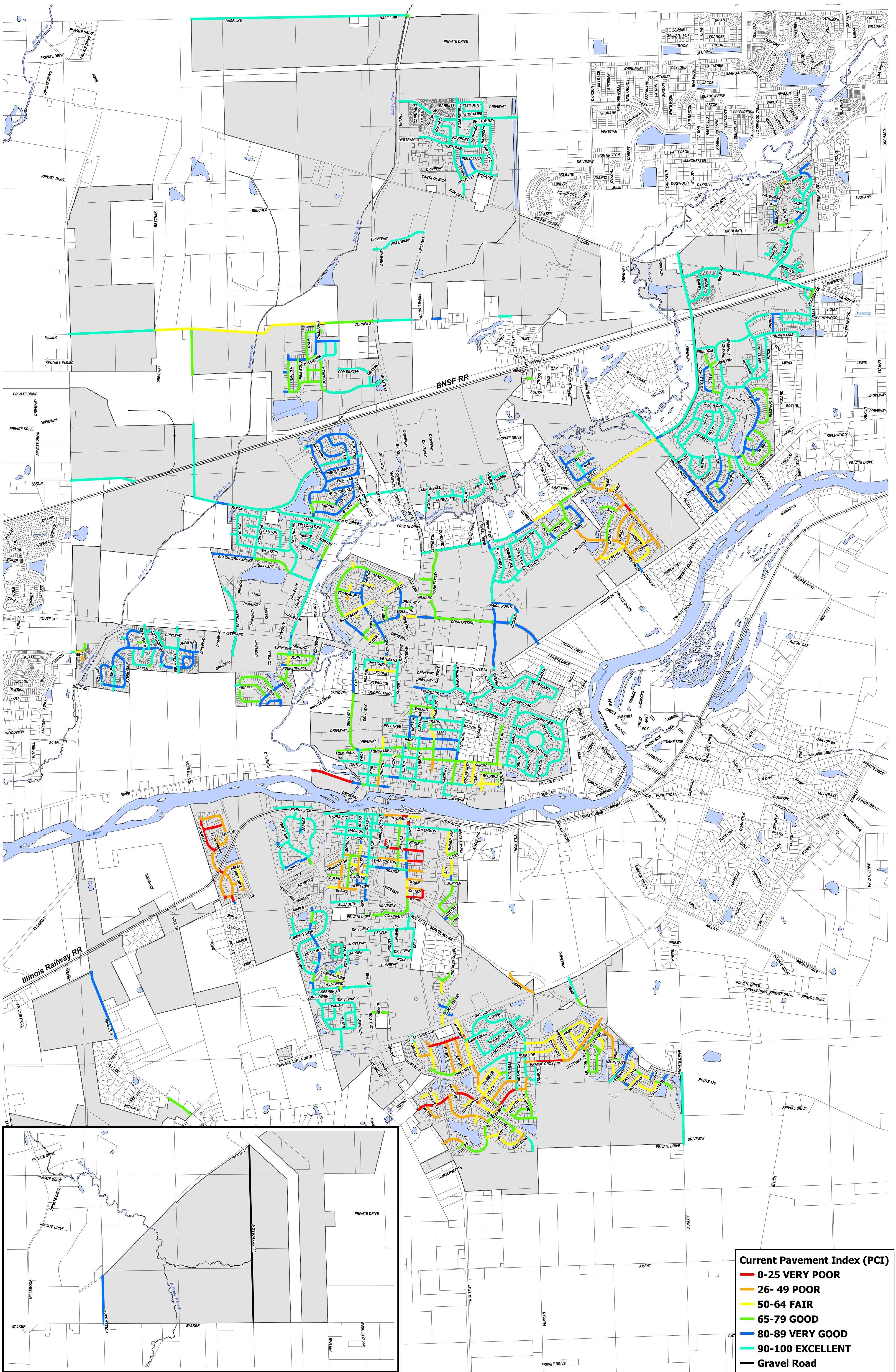
The City got their streets tested by Infrastructure Management Systems (IMS) in the summer/fall of 2024. The purpose of this evaluation was to update the City's existing Pavement Management System, determine the overall condition of the City's streets and to finalize a new five (5)-year plan for the City's annual street rehabilitation program. Staff presented the initial results of the testing as well as funding scenarios at the March 18th Committee meeting. At that meeting it was determined to move forward with an annual budget of \$3.5M/year for pavement maintenance.

Discussion

Attached to this memo is a draft 5-year plan based on the funding level discussed above. Years 1 & 2 incorporates the remaining subdivision paving as originally outlined in the 2023 Pavement Management Update. The plan incorporates the City's 5-year Water Main replacement program as well. Staff also identified two potential STP grant projects to submit for the upcoming call for projects through the Kane/Kendall Council of Mayors (KKCOM) in the fall of 2025. Those projects are Game Farm Road/W. Somonauk Street from IL Route 47 to US Route 34 and Cannonball Trail from Blackberry Shore Lane to Amanda Lane.

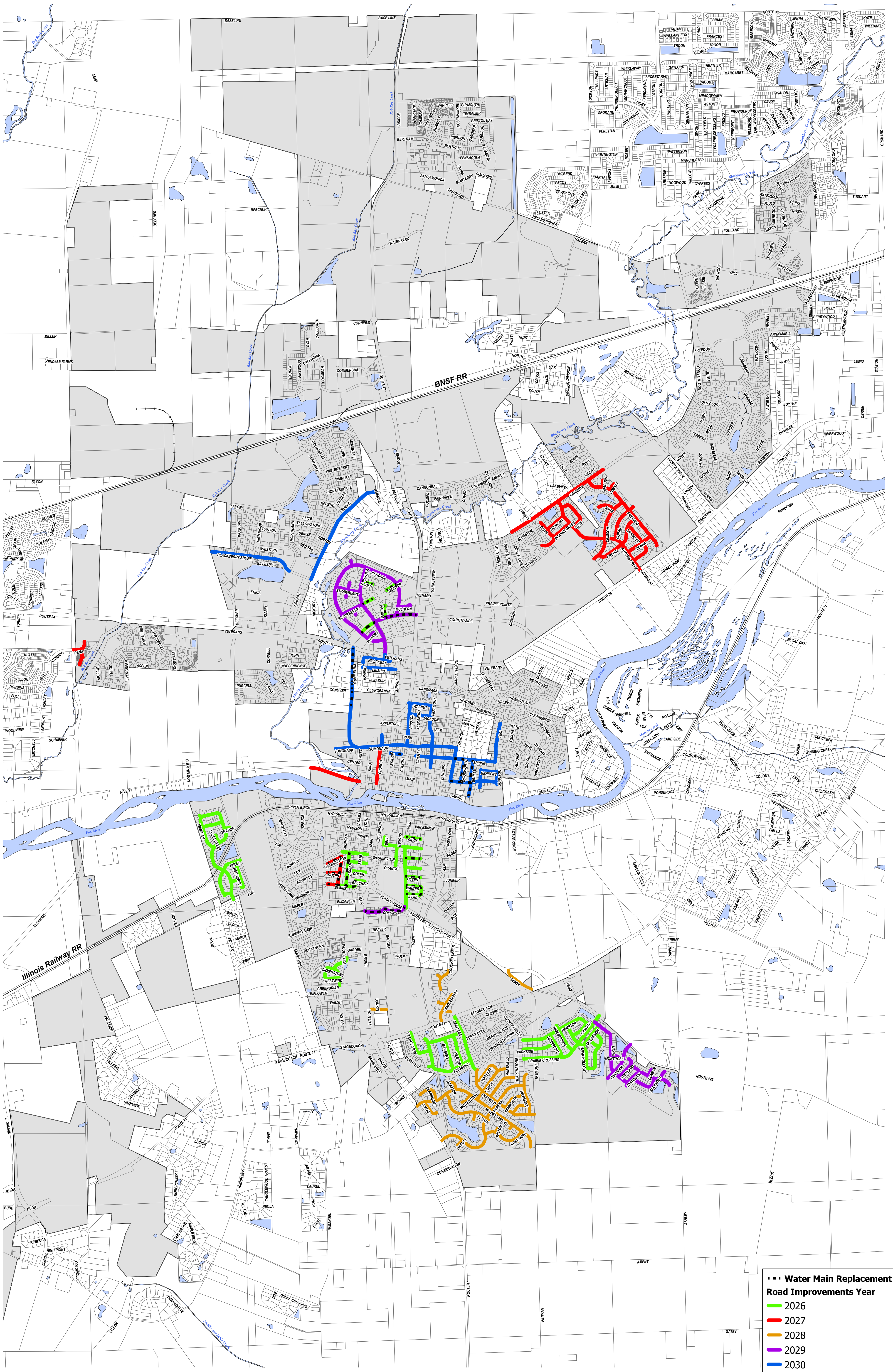
Action Requested:

General concurrence from City Council on the proposed 5-year plan. The plan will be reviewed annually to adjust as conditions dictate.



Current Pavement Index (PCI)

- 0-25 VERY POOR
- 26- 49 POOR
- 50-64 FAIR
- 65-79 GOOD
- 80-89 VERY GOOD
- 90-100 EXCELLENT
- Gravel Road



Water Main Replacement

Road Improvements Year

2026

2027

2028

2029

2030

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2026 (FY27) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
BALTRUSOL COURT	WEST END	KINGSMILL STREET	VARIABLE DEPTH MILL, 3" OVERLAY	141	875	72	\$ 25,000
BANBURY AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, 3" OVERLAY	1,177	3,905	50	\$ 111,300
BEECHER STREET	STATE STREET	S. MAIN STREET	MILL 2", OVERLAY 2"	336	885	80	\$ 16,900
BELL STREET	E. FOX STREET	NORTH END	MILL 4", OVERLAY 4"	276	950	11	\$ 32,300
BLUEBERRY HILL	GOLDFINCH AVENUE	HAWK HOLLOW DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	470	1,615	73	\$ 46,100
BLUEBIRD LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, 3" OVERLAY	780	2,550	61	\$ 72,700
CANARY AVENUE	BLUEBIRD LANE	HAMPTON LANE	VARIABLE DEPTH MILL, 3" OVERLAY	705	2,097	61	\$ 59,800
CORNERSTONE DRIVE	WESTWIND DRIVE	GREENBRIAR ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	941	3,120	68	\$ 89,000
DEERPOINT LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, 3" OVERLAY	923	2,995	53	\$ 85,400
DOLPH STREET	ADRIAN STREET	S. MAIN STREET	MILL 2", OVERLAY 2"	656	1,505	69	\$ 33,200
E. FOX STREET	BELL STREET	EAST END	MILL 4", OVERLAY 4"	1,358	3,918	21	\$ 133,300
E. ORANGE STREET	MILL STREET	EAST END	MILL 4", OVERLAY 4"	555	2,097	46	\$ 71,300
E. WASHINGTON STREET	MILL STREET	EAST END	MILL 4", OVERLAY 4",	564	1,550	22	\$ 52,700
FLINT CREEK LANE	POPLAR DRIVE	REDHORSE LANE	VARIABLE DEPTH MILL, 3" OVERLAY	368	1,265	45	\$ 36,100
GOLDFINCH AVENUE	HAWK HOLLOW DRIVE	WREN ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	960	3,190	68	\$ 91,000
HAMPTON LANE	COUNTRY HILLS DRIVE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, 3" OVERLAY	2,762	9,145	62	\$ 260,700
HAWK HOLLOW DRIVE	PRAIRIE CROSSING DRIVE	GOLDFINCH AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	2,773	9,282	71	\$ 264,600
HAZELTINE WAY	KINGSMILL STREET	RAINTREE ROAD	VARIABLE DEPTH MILL, 3" OVERLAY	1,292	4,365	23	\$ 124,500

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2026 (FY27) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
HEUSTIS STREET	E. FOX STREET	E. ORANGE STREET	MILL 2", OVERLAY 2"	741	2,040	74	\$ 44,900
INGEMUNSON LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, 3" OVERLAY	923	2,855	62	\$ 81,400
KELLY AVENUE	POPLAR DRIVE	EAST END	VARIABLE DEPTH MILL, 3" OVERLAY	1,968	6,515	37	\$ 185,700
KINGSMILL COURT	NORTH END	KINGSMILL STREET	VARIABLE DEPTH MILL, 3" OVERLAY	193	1,155	42	\$ 33,000
KINGSMILL STREET	HAZELTINE WAY	RAINTREE ROAD	VARIABLE DEPTH MILL, 3" OVERLAY	2,407	7,710	65	\$ 219,800
MILL STREET	IL ROUTE 126	E. FOX STREET	MILL 2', OVERLAY 2"	2,220	6,325	73	\$ 139,200
PARKSIDE LANE	COUNTRY HILLS DRIVE	DEERPOINT LANE	VARIABLE DEPTH MILL, 3" OVERLAY	1,194	3,965	65	\$ 113,100
POPLAR DRIVE	W. FOX STREET	STONY CREEK LANE	VARIABLE DEPTH MILL, 3" OVERLAY	3,408	11,265	40	\$ 321,100
PRAIRIE CROSSING DRIVE	COUNTRY HILLS DRIVE	IL ROUTE 126	VARIABLE DEPTH MILL, 3" OVERLAY	3,470	15,645	39	\$ 445,900
RAINTREE ROAD	IL ROUTE 71	PARKSIDE LANE	VARIABLE DEPTH MILL, 3" OVERLAY	2,127	8,190	53	\$ 233,500
REDHORSE LANE	KELLY AVE	SOUTH END	VARIABLE DEPTH MILL, 3" OVERLAY	1,125	3,695	54	\$ 105,400
STONY CREEK LANE	POPLAR DRIVE	WINDHAM CIRCLE	VARIABLE DEPTH MILL, 3" OVERLAY	749	2,485	31	\$ 70,900
TYLER CREEK COURT	POPLAR DRIVE	NORTH END	VARIABLE DEPTH MILL, 3" OVERLAY	302	1,000	33	\$ 28,500
VILLAGE VIEW DRIVE	IL ROUTE 71	KINGSMILL STREET	VARIABLE DEPTH MILL, 3" OVERLAY	1,228	4,270	68	\$ 121,700
W ORANGE STREET	ADRIAN STREET	S. MAIN STREET	MILL 2", OVERLAY 2"	656	1,615	53	\$ 35,600
W. WASHINGTON STREET	MORGAN STREET	S. MAIN STREET	MILL 2", OVERLAY 2"	921	2,020	69	\$ 44,500
WESTON AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, 3" OVERLAY	1,115	3,690	44	\$ 105,200
WESTWIND DRIVE	CORNERSTONE DRIVE	CORNERSTONE DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	872	2,935	75	\$ 83,700
WINDHAM CIRCLE	POPLAR DRIVE	POPLAR DRIVE	VARIABLE DEPTH MILL, 3" OVERLAY	2,361	8,205	28	\$ 233,900
WOOD SAGE AVENUE	CORNERSTONE DRIVE	GARDEN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	500	1,800	38	\$ 51,300

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2026 (FY27) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
ADRIAN STREET	W. WASHINGTON STREET	BLAIN STREET	MILL 2", OVERLAY 2"	1,222	3,835	72	\$ -
BLACKBERRY LANE	CENTER PARKWAY	EAST END	MILL 2", OVERLAY 2"	419	2,100	63	\$ -
BLAINE STREET	MORGAN STREET	STATE STREET	VARIABLE DEPTH MILL, 3" OVERLAY	593	2,105	44	\$ -
COUNTRYSIDE PARKWAY	W. KENDALL DRIVE	CENTER PARKWAY	MILL 2", OVERLAY 2"	644	2,140	77	\$ -
DICKSON COURT	E. KENDALL DRIVE	WEST END	MILL 2", OVERLAY 2"	423	2,080	68	\$ -
E. RIDGE STREET	MILL STREET	EAST END	MILL 2", OVERLAY 2"	543	1,306	74	\$ -
ILLINI DRIVE	MILL STREET	WALTER STREET	MILL 4", OVERLAY 4"	827	2,745	19	\$ -
ILLINI COURT	ILLINI DRIVE	ILLINI DRIVE	MILL 4", OVERLAY 4"	104	345	9	\$ -
NADEN COURT	CENTER PARKWAY	EAST END	MILL 2", OVERLAY 2"	406	2,100	63	\$ -
OLSEN STREET	MILL STREET	EAST END	MILL 4", OVERLAY 4"	538	1,910	42	\$ -
PALMER COURT	COUNTRYSIDE PARKWAY	NORTH END	MILL 2", OVERLAY 2"	473	1,990	79	\$ -
WALTER STREET	MILL STREET	ILLINI DRIVE	MILL 4", OVERLAY 4"	560	1,925	42	\$ -
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	\$ 50,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	\$ 200,000
PAVEMENT REJUVENTATION (2025 RESURFACING & WATER STREETS)				N/A	N/A	N/A	\$ 295,000
TOTAL:				9.90	177,270		\$ 4,849,200

THESE ROADWAYS HAVE WATER MAIN REPLACEMENT PLANNED IN FY 27

THESE ROADWAYS WILL BE SUBMITTED FOR STP GRANT FUNDING DURING THE 2025 CALL FOR PROJECTS

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2027 (FY28) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
AUTUMN CREEK BOULEVARD	KENNEDY ROAD	US ROUTE 34	VARIABLE DEPTH MILL, OVERLAY 3"	4,257	17,215	59	\$ 490,700
CAROLYN COURT	RENA LANE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	330	1,585	54	\$ 46,100
CHURCH STREET	RIVER STREET	W. SOMONAUK STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,356	4,705	69	\$ 121,200
COBALT DRIVE	EMERALD LANE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	243	835	59	\$ 24,300
CORAL DRIVE	AUTUMN CREEK BOULEVARD	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,408	5,095	37	\$ 148,200
CRIMSON LANE	WEST END	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,417	8,550	53	\$ 248,600
EMERALD LANE	KENNEDY ROAD	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	3,595	13,120	38	\$ 374,000
KENNEDY ROAD	PRAIRIE MEADOWS DRIVE	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	3,910	15,760	68	\$ 405,900
LAVENDER WAY	ORCHID STREET	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	1,720	5,600	58	\$ 162,800
MADDEN COURT	EMERALD LANE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	251	865	61	\$ 25,200
MIDNIGHT PLACE	OLIVE LANE	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	790	2,535	73	\$ 73,700
OLIVE LANE	PRAIRIE GRASS LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	753	2,445	80	\$ 71,100
ORCHID STREET	CRIMSON LANE	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,127	6,830	45	\$ 198,600
PRAIRIE GRASS LANE	HAYDEN DRIVE	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	1,351	4,400	60	\$ 128,000
RENA LANE	ELDAMAIN ROAD	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	595	2,560	67	\$ 74,500
RIVER STREET	CITY LIMITS	BLACKBERRY CREEK BRIDGE	MILL 4", OVERLAY 4"	1,545	4,595	25	\$ 229,800
SAGE COURT	CRIMSON LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	600	1,925	75	\$ 56,000
SIENNA DRIVE	AUTUMN CREEK BOULEVARD	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,021	3,345	50	\$ 97,300
TITUS DRIVE	AUTUMN CREEK BOULEVARD	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	1,353	4,180	83	\$ 121,600

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2027 (FY28) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
BLAINE STREET	MORGAN STREET	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	375	1,750	59	\$ -
DOLPH STREET	MORGAN STREET	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	433	2,020	68	\$ -
MORGAN STREET	W. WASHINGTON STREET	BLAINE STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,040	3,065	48	\$ -
W. WASHINGTON STREET	WEST END	MORGAN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	560	1,560	34	\$ -
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	\$ 50,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	\$ 200,000
PAVEMENT REJUVENTATION (2026 RESURFACING & WATER STREETS)				N/A	N/A	N/A	\$ 226,000
TOTAL:				6.07	114,540		\$ 3,573,600

THESE ROADWAYS HAVE WATER MAIN REPLACEMENT PLANNED IN FY 28

THESE ROADWAYS WILL BE SUBMITTED FOR STP GRANT FUNDING DURING THE 2025 CALL FOR PROJECTS

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2028 (FY29) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
ASHWORTH LANE	FAIRFIELD AVENUE	RICHMOND AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	920	2,850	56	\$ 84,600
BRAEMORE LANE	FAIRFIELD AVENUE	RICHMOND AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	734	2,435	72	\$ 72,300
CANDELBERRY COURT	WEST END	CANDLEBERRY LANE	MILL 2", OVERLAY 2"	293	1,390	83	\$ 36,200
CANDLEBERRY LANE	IL ROUTE 71	NORTH END	MILL 2", OVERLAY 2"	1,095	4,400	70	\$ 114,500
CAULFIELD POINT	KENTSHIRE DRIVE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	127	440	71	\$ 13,100
CLAREMONT COURT	WEST END	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	920	3,050	56	\$ 90,500
COACH ROAD	WINDETT RIDGE ROAD	HARTFIELD AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,568	5,055	57	\$ 149,900
CROOKED CREEK DRIVE	CITY LIMITS	SOUTH END	MILL 2", OVERLAY 2"	831	3,185	69	\$ 73,000
DRAYTON COURT	NORTH END	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	351	1,160	45	\$ 34,400
FAIRFAX WAY	IL ROUTE 47	RICHMOND AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	4,657	15,150	57	\$ 449,300
FAIRFIELD AVENUE	PARKSIDE LANE	RICHMOND AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	2,149	8,100	69	\$ 240,200
FITZHUGH TURN	WEST END	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	163	540	71	\$ 16,100
FOUNTAIN VIEW DRIVE	IL ROUTE 47	EAST END	MILL 2", OVERLAY 2"	550	2,370	74	\$ 61,700
IDENTA ROAD	IL ROUTE 126	IL ROUTE 71	MILL 2", OVERLAY 2"	1,136	4,100	50	\$ 81,100
KENTSHIRE DRIVE	FAIRFAX WAY	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,595	4,800	57	\$ 142,400
MANCHESTER LANE	FAIRFIELD AVENUE	HEARTHSTONE AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,232	4,150	48	\$ 123,100
MEADOW ROSE LANE	CANDLEBERRY LANE	EAST END	MILL 2", OVERLAY 2"	303	900	87	\$ 23,500
PARKSIDE LANE	RAINTREE ROAD	COACH ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	876	4,660	54	\$ 138,200
PHELPS COURT	WEST END	FAIRFAX WAY	VARIABLE DEPTH MILL, OVERLAY 3"	245	810	78	\$ 24,100
RICHMOND AVENUE	COUNTRY HILLS DRIVE	FAIRFIELD AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,527	5,165	65	\$ 153,200

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2028 (FY29) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
SUTTON STREET	WINDETT RIDGE ROAD	FAIRFAX WAY	VARIABLE DEPTH MILL, OVERLAY 3"	2,060	6,570	57	\$ 194,900
TRILLIUM COURT	WEST END	CROOKED CREEK DRIVE	MILL 2", OVERLAY 2"	168	955	66	\$ 21,900
WARBLER LANE	PARKSIDE LANE	COACH ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,128	3,870	59	\$ 114,800
WAVERLY CIRCLE	SOUTH END	SUTTON STREET	VARIABLE DEPTH MILL, OVERLAY 3"	260	860	66	\$ 25,600
WILTON COURT	KENTSHIRE DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	153	525	54	\$ 15,600
WINDETT RIDGE ROAD	IL ROUTE 47	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	5,146	16,800	48	\$ 498,200
WINTERTHUR GREEN	WEST END	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	428	1,360	61	\$ 40,400
WYTHE PLACE	SOUTH END	WINDETT RIDGE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	681	2,260	33	\$ 67,100
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	\$ 50,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	\$ 200,000
PAVEMENT REJUVENTATION (2027 RESURFACING & WATER STREETS)				N/A	N/A	N/A	\$ 150,000
TOTAL:				5.93	107,910		\$ 3,499,900

THESE ROADWAYS HAVE WATER MAIN REPLACEMENT PLANNED IN FY 28

THESE ROADWAYS WILL BE SUBMITTED FOR STP GRANT FUNDING DURING THE 2025 CALL FOR PROJECTS

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2029 (FY30) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
ABERDEEN COURT	WHITEKIRK LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	331	1,100	81	\$ 33,300
ANDERSON COURT	W. KENDALL DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	184	1,215	57	\$ 36,800
BLACKBERRY COURT	BLACKBERRY LANE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	233	1,160	60	\$ 35,100
BLACKBERRY LANE	W. KENDALL DRIVE	CENTER PARKWAY	VARIABLE DEPTH MILL, OVERLAY 3"	848	2,860	67	\$ 86,500
CALLANDER TRAIL	WHITEKIRK LANE	WHITEKIRK LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,071	3,555	56	\$ 107,600
CENTER PARKWAY	W. KENDALL DRIVE	US ROUTE 34	MILL 3", OVERLAY 3"	3,435	16,180	81	\$ 489,400
CONOVER COURT	NORTH END	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	544	3,130	53	\$ 94,700
COUNTRYSIDE PARKWAY	CENTER PARKWAY	IL ROUTE 47	MILL 3", OVERLAY 3"	1,550	9,990	78	\$ 302,200
DICKSON COURT	E. KENDALL DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	169	1,140	57	\$ 34,500
DUNBAR COURT	WHITEKIRK LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	261	865	80	\$ 26,200
E. KENDALL DRIVE	CENTER PARKWAY	COUNTRYSIDE PARKWAY	VARIABLE DEPTH MILL, OVERLAY 3"	2,448	8,115	81	\$ 245,500
GLENEAGLES LANE	SHETLAND LANE	WHITEKIRK LANE	VARIABLE DEPTH MILL, OVERLAY 3"	422	1,450	69	\$ 43,900
MONTROSE COURT	WREN ROAD	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	249	800	78	\$ 24,200
MULHERN COURT	E. KENDALL DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	552	1,625	77	\$ 43,600
PENNMAN ROAD	SOUTH END	IL ROUTE 126	VARIABLE DEPTH MILL, OVERLAY 3"	1,509	6,795	80	\$ 205,600
POWERS COURT	W. KENDALL DRIVE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	311	1,460	63	\$ 44,200
PRESTWICK LANE	PENNMAN ROAD	WHITEKIRK LANE	VARIABLE DEPTH MILL, OVERLAY 3"	634	3,115	79	\$ 94,300
SHETLAND COURT	WEST END	GLENEAGLES LANE	VARIABLE DEPTH MILL, OVERLAY 3"	265	850	64	\$ 25,800
SHETLAND LANE	PRESTWICK LANE	GLENEAGLES LANE	VARIABLE DEPTH MILL, OVERLAY 3"	598	1,985	61	\$ 60,100
STRAWBERRY LANE	W. KENDALL DRIVE	CENTER PARKWAY	VARIABLE DEPTH MILL, OVERLAY 3"	896	2,972	76	\$ 89,900

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2029 (FY30) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
W. KENDALL DRIVE	CENTER PARKWAY	CENTER PARKWAY	VARIABLE DEPTH MILL, OVERLAY 3"	4,503	14,905	77	\$ 450,800
WHITEKIRK LANE	PRESTWICK LANE	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	1,922	6,375	65	\$ 192,900
WREN ROAD	PRAIRIE CROSSING DRIVE	PENNMAN ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,121	7,100	54	\$ 214,800
COLONIAL PARKWAY	IL ROUTE 47	IL ROUTE 126	MILL 2", OVERLAY 2"	1,556	5,165	78	\$ -
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	\$ 50,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	\$ 200,000
PAVEMENT REJUVENTATION (2028 RESURFACING & WATER STREETS)				N/A	N/A	N/A	\$ 146,000
TOTAL:				5.04	103,907		\$ 3,377,900

THESE ROADWAYS HAVE WATER MAIN REPLACEMENT PLANNED IN FY 28

THESE ROADWAYS WILL BE SUBMITTED FOR STP GRANT FUNDING DURING THE 2025 CALL FOR PROJECTS

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2030 (FY31) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
BEHRENS STREET	OAKWOOD STREET	JOHNSON STREET	VARIABLE DEPTH MILL, OVERLAY 3"	582	2,495	69	\$ 77,000
BLACKBERRY SHORE LANE	NORTHLAND LANE	WEST END	MILL 3", OVERLAY 3"	3,019	10,747	78	\$ 327,800
BRISTOL STREET	E. SOMONAUK STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,447	4,040	77	\$ 119,000
CANNONBALL TRAIL	BLACKBERRY SHORE LANE	AMANDA LANE	VARIABLE DEPTH MILL, OVERLAY 3"	5,099	16,900	78	\$ 429,900
CENTER PARKWAY	US ROUTE 34	HILLCREST AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	218	1,050	54	\$ 32,400
E. MAIN STREET	BRUELL STREET	JOHNSON STREET	VARIABLE DEPTH MILL, OVERLAY 3"	940	3,295	64	\$ 101,700
E. SOMONAUK STREET	IL ROUTE 47	MCHUGH ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,376	7,480	78	\$ 230,800
E. SPRING STREET	LIBERTY STREET	MCHUGH ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,402	5,550	78	\$ 171,300
E. SPRING STREET	BRUELL STREET	TERI LANE	VARIABLE DEPTH MILL, OVERLAY 3"	814	3,200	72	\$ 98,800
FREEMONT STREET	SOUTH END	WALNUT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	2,273	6,795	61	\$ 209,700
GAME FARM ROAD	US ROUTE 34	W. SOMONAUK STREET	VARIABLE DEPTH MILL, OVERLAY 3"	3,817	17,095	82	\$ 503,400
HILLCREST AVENUE	PRAIRIE LANE	SUNSET AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,300	3,760	39	\$ 110,800
JACKSON STREET	BRISTOL STREET	FREEMONT STREET	MILL 2", OVERLAY 2"	523	1,350	81	\$ 27,800
JOHNSON STREET	BEHRENS STREET	E. MAIN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	495	2,705	74	\$ 83,500
LEISURE STREET	PRAIRIE LANE	SUNSET AVENUE	MILL 2", OVERLAY 2"	1,200	3,020	62	\$ 62,200
MCHUGH ROAD	E. MAIN STREET	E. SOMONAUK STREET	MILL 2", OVERLAY 2"	1,220	4,980	80	\$ 134,800
OAKWOOD STREET	BEHRENS STREET	E. MAIN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	605	2,625	64	\$ 81,000
TERI LANE	E. SPRING STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,410	5,210	78	\$ 160,800
TOWER LANE	NORTH END	W. SOMONAUK STREET	MILL 4", OVERLAY 4"	402	1,150	65	\$ 42,400
W. SOMONAUK STREET	GAME FARM ROAD	IL ROUTE 47	VARIABLE DEPTH MILL, OVERLAY 3"	851	4,130	76	\$ 121,600

**PAVEMENT MANAGEMENT UPDATE
UNITED CITY OF YORKVILLE
MAY 2025**

2030 (FY31) STREET REHABILITATION LIST							
STREET	FROM	TO	STRATEGY	LENGTH	AREA	PCI (0-100)	COST
W. SOMONAUK STREET	WEST END	GAME FARM ROAD	MILL 2", OVERLAY 2"	684	1,645	77	\$ 33,900
WALNUT STREET	IL ROUTE 47	FREEMON STREET	MILL 2", OVERLAY 2"	839	2,110	80	\$ 43,400
BRUELL STREET	MCHUGH ROAD	GAWNE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	822	2,920	58	\$ -
E. MAIN STREET	MCHUGH ROAD	BRUELL STREET	MILL 2", OVERLAY 2"	745	2,560	98	\$ -
E. SPRING STREET	MCHUGH ROAD	BRUELL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	673	2,775	73	\$ -
E. SPRING STREET	IL ROUTE 47	COLTON STREET	VARIABLE DEPTH MILL, OVERLAY 3"	392	1,345	72	\$ -
WOODWORTH STREET	MCHUGH ROAD	E. MAIN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	840	3,170	66	\$ -
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	\$ 50,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	\$ 200,000
PAVEMENT REJUVENTATION (2029 RESURFACING & WATER STREETS)				N/A	N/A	N/A	\$ 145,000
TOTAL:				6.63	124,102		\$ 3,599,000

THESE ROADWAYS HAVE WATER MAIN REPLACEMENT PLANNED IN FY 28

THESE ROADWAYS WILL BE SUBMITTED FOR STP GRANT FUNDING DURING THE 2025 CALL FOR PROJECTS