



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, May 27, 2025
7:00 p.m.

City Hall Council Chambers
651 Prairie Pointe Drive, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Rusty Corneils

Rusty Hyett

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Recognition of Wheel of Fortune Winner – Yorkville Resident Becky Lenski

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – May 13, 2025
2. Bill Payments for Approval
 - \$ 3,627,584.76 (vendors – FY 25)
 - \$ 746,001.72 (vendors – FY 26)
 - \$ 435,399.56 (payroll period ending 05/09/25)
 - \$ 4,808,986.04 (total)
3. PW 2025-47 Resolution Approving Recommendations for Certain Traffic Safety Measures at the Intersections of Somonauk and Liberty, Grande Trail and Constitution, and Berrywood and Lehman Crossing – *authorize the Mayor and City Clerk to execute*
4. PW 2025-48 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 8 – *authorize the Mayor and City Clerk to execute*
5. PW 2025-54 Resolution Approving a Bid to Complete Reconstruction of Faxon Road and Beecher Road – *authorize the Mayor and City Clerk to execute*
6. PW 2025-55 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Faxon Road and Beecher Road Reconstruction – Construction Engineering) – *authorize the Mayor and City Clerk to execute*

Consent Agenda (cont'd):

7. PW 2025-56 Resolution Approving a Second Change Order Relating to the Southern Sanitary Sewer Connection – *authorize the Mayor and City Clerk to execute*
8. PW 2025-57 Resolution Approving a License Agreement with BNSF Railway to Permit the City of Yorkville to Run Certain Sanitary Sewers and Water Lines Underneath Railroad Tracks (Southern Sanitary Sewer Connection and Eldamain Water Main Loop South) – *authorize the Mayor and City Clerk to execute*
9. PW 2025-58 Resolution Approving a Change Order Relating to Well No. 9 Emergency Repairs – *authorize the Mayor and City Clerk to execute*
10. PW 2025-60 Ordinance Amending Title 6, Chapter 5 of the Yorkville City Code (Gross Vehicle Weight Rating Designated) – *authorize the Mayor and City Clerk to execute*
11. ADM 2025-16 Treasurer's Reports for March and April 2025
12. ADM 2025-20 Resolution Approving an Extension to an Agreement to Provide Janitorial Services by Uni-Max Management Corp. – *authorize the Mayor and City Clerk to execute*
13. ADM 2025-21 Resolution Approving an Agreement for Drug and Alcohol Testing Services with Sterchi Occupational Health – *authorize the Mayor and City Clerk to execute*
14. ADM 2025-22 Beecher Center Facility License and Premises Use Agreements Extensions
 - a. Resolution Approving a Facility License Agreement with Community Nutrition Network and Senior Services Association for Use of a Portion of the Beecher Community Building – *authorize the Mayor and City Clerk to execute*
 - b. Resolution Approving a Premises Use Agreement for the Senior Services Associates Use of a Portion of the Beecher Community Building – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2025-45 Public Water Supply Loan Program – Revenue Bond Ordinances
 - a. Ordinance of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$5,620,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.
 - b. Ordinance of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$19,940,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

Mayor's Report:

2. CC 2025-46 Fireworks Display Contract
 - a. Resolution Authorizing a Contract with Chicago Drone Light Shows for a City-Sponsored Fireworks and Drone Light Show Display for July 4, 2026
 - b. Ordinance Authorizing the First Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026

Public Works Committee Report:

1. PW 2025-33 Resolution Approving a 5 Year Pavement Management Plan
2. PW 2025-49 Resolution Approving a Change Order Relating to the Bluestem Water Main Replacement Project
3. PW 2025-52 Resolution Approving a Bid to Complete the Road to Better Roads Program Roadway Improvements
4. PW 2025-53 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Road to Better Roads Program – Construction Engineering)
5. 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

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

3. CC 2025-08 Public Works and Parks Department Facility Update
4. CC 2025-09 Lake Michigan Water Project Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 18, 2025 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Corneils	Finance
Vice-Chairman:	Alderman Marek	Administration
Committee:	Alderman Koch	
Committee:	Alderman Funkhouser	

ECONOMIC DEVELOPMENT: June 3, 2025 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Koch	Community Development
Vice-Chairman:	Alderman Plocher	Building Safety & Zoning
Committee:	Alderman Marek	Planning & Zoning Commission
Committee:	Alderman Hyett	Kendall Co. Plan Commission

PUBLIC SAFETY: July 3, 2025 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Funkhouser	Police
Vice-Chairman:	Alderman Transier	School District
Committee:	Alderman Soling	
Committee:	Alderman Hyett	

PUBLIC WORKS: June 17, 2025 – 6:00 p.m. – East Conference Room #337

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Soling	Public Works
Vice-Chairman:	Alderman Corneils	Engineering
Committee:	Alderman Transier	Parks and Recreation
Committee:	Alderman Plocher	

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 27, 2025
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Recognition of Wheel of Fortune Winner – Yorkville Resident Becky Lenski

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – May 13, 2025

☐ Approved: Y _____ N _____ ☐ Subject to _____☐ Removed _____☐ Notes _____

2. Bill Payments for Approval☐ Approved _____☐ As presented☐ As amended☐ Notes _____

3. PW 2025-47 Resolution Approving Recommendations for Certain Traffic Safety Measures at the
Intersections of Somonauk and Liberty, Grande Trail and Constitution, and Berrywood and
Lehman Crossing☐ Approved: Y _____ N _____ ☐ Subject to _____☐ Removed _____☐ Notes _____

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

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

5. PW 2025-54 Resolution Approving a Bid to Complete Reconstruction of Faxon Road and Beecher Road

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

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

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

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

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

8. PW 2025-57 Resolution Approving a License Agreement with BNSF Railway to Permit the City of
Yorkville to Run Certain Sanitary Sewers and Water Lines Underneath Railroad Tracks
(Southern Sanitary Sewer Connection and Eldamain Water Main Loop South)

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

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

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

10. PW 2025-60 Ordinance Amending Title 6, Chapter 5 of the Yorkville City Code (Gross Vehicle Weight Rating Designated)

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

11. ADM 2025-16 Treasurer's Reports for March and April 2025

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

12. ADM 2025-20 Resolution Approving an Extension to an Agreement to Provide Janitorial Services by Uni-Max Management Corp.

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

13. ADM 2025-21 Resolution Approving an Agreement for Drug and Alcohol Testing Services with Sterchi Occupational Health

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

14. ADM 2025-22 Beecher Center Facility License and Premises Use Agreements Extensions

a. Resolution Approving a Facility License Agreement with Community Nutrition Network and Senior Services Association for Use of a Portion of the Beecher Community Building

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

b. Resolution Approving a Premises Use Agreement for the Senior Services Associates Use of a Portion of the Beecher Community Building

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. CC 2025-45 Public Water Supply Loan Program – Revenue Bond Ordinances

- a. Ordinance of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$5,620,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- b. Ordinance of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$19,940,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2025-46 Fireworks Display Contract

- a. Resolution Authorizing a Contract with Chicago Drone Light Shows for a City-Sponsored Fireworks and Drone Light Show Display for July 4, 2026

- b. Ordinance Authorizing the First Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2025-33 Resolution Approving a 5 Year Pavement Management Plan

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. PW 2025-52 2025 Resolution Approving a Bid to Complete the Road to Better Roads Program
Roadway Improvements

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

-
5. 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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

3. CC 2025-08 Public Works and Parks Department Facility Update

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2025-09 Lake Michigan Water Project Update

☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – May 13, 2025

Meeting and Date: City Council – May 27, 2025

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, MAY 13, 2025

Mayor Purcell called the meeting to order at 7:04 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Administrator Olson, City Clerk Behland, Chief of Police Jensen, Attorney Orr, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and EEI Engineer Sanderson.

Members of the public were able to attend this meeting in person as well as being able to access the meeting remotely via Zoom which allowed for video, audio, and telephonic participation.

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely:

<https://us02web.zoom.us/j/88075976462?pwd=UkQmb0rWgfwtaoqQYFqmDzXham07tk.1>.

The Zoom Meeting ID was 880 7597 6462.

QUORUM

A quorum was established.

MAYOR’S REPORT

Alderman Seaver Tarulis Proclamation
(CC 2025-37)

Mayor Purcell read a proclamation recognizing Seaver Tarulis for his public service over the past 21 years, including 10 years as Ward IV Alderman, and 5 years on the Park Board (see attached).

**Appointment to the Planning and
Zoning Commission – Seaver Tarulis**
(CC 2025-38)

Mayor Purcell entertained a motion to approve the Mayor’s appointment of Seaver Tarulis to the Planning and Zoning Commission for a term ending May 2027. So moved by Alderman Tarluis; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

Ordinance 2025-43

**Appointing Municipal Officers
to Administer Oaths**
(CC 2025-39)

Mayor Purcell entertained a motion to approve an Ordinance Appointing Municipal Officers to Administer Oaths and authorize the Mayor and City Clerk to Execute. So moved by Alderman Marek; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,
Soling-aye, Marek-aye, Corneils-aye, Koch-aye

ADJOURNMENT OF SINE DIE (SESSION)

Mayor Purcell adjourned the session of the City Council at 7:21 p.m.

SWEARING-IN OF NEWLY ELECTED OFFICIALS

Ken Koch was sworn in as Ward I Alderman by his son, Kyle Koch. Arden Joe Plocher was sworn in as Ward II Alderman by Mayor Purcell. Matt Marek was sworn in as Ward III Alderman by his children, Maxon and Makayla Marek, and Rusty Hyett was sworn in as Ward IV Alderman by his daughter, Ellery Hyett.

CALL TO ORDER

Mayor Purcell called the meeting to order at 7:22 p.m.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Corneils	Present
	Hyett	Present

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Mayor Purcell asked if there were any amendments to the agenda. Alderman Funkhouser made a motion to move the Presentations up before recess; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

National Police Week 2025

Mayor Purcell announced that May 11 – 17, 2025, is National Police Week and read a proclamation in honor of it. Mayor Purcell thanked the officers for their service and Alderman Funkhouser for informing him of National Police Week 2025.

PRESENTATIONS

**Introduction and Swearing-In of New Yorkville
Police Department Officer – Sam Tickle**

Chief of Police Jensen introduced Sam Tickle, and Mayor Purcell swore him in as a patrol officer for the Yorkville Police Department.

**Distinguished Service Award: Deputy Chief Mikolaskek,
Detective Sergeant Nelson, Detective Johnson,
Detective Ketchmark, Officer Goldsmith,
and Trooper Enk**

Mayor Purcell stated that this presentation will be given at a later time.

RECESS

Mayor Purcell stated that a brief recess would occur for refreshments at 7:33 p.m.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Todd Milliron, a resident of Yorkville, informed the Council that four workshops are planned for the County’s Comprehensive Land Plan. The workshops will take place from 6:30 p.m. to 8:00 p.m. at various locations across the County. The first workshop is scheduled for May 27th at the Ellis House in Minooka, the second will be on June 4th at the Newark Library, the third is set for June 27th at the Oswego Township building, and the final workshop will occur on July 14th at the Kendall Township building. He encouraged the Council and residents to attend and share their vision and values for Kendall County.

CONSENT AGENDA

- 1. Minutes of the Regular City Council – April 22, 2025
- 2. Bill Payments for Approval
 - \$ 2,472,419.99 (vendors – FY 25)
 - \$ 83,407.45 (vendors – FY 26)
 - \$ 186,479.87 (wire payments)
 - \$ 447,599.23 (payroll period ending 4/25/25)
 - \$ 3,189,906.54 (total)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Soling; seconded by Alderman Corneils.

Motion approved by a roll call vote. Ayes-8 Nays-0
Koch-aye, Plocher-aye, Funkhouser-aye, Corneils-aye,
Transier-aye, Soling-aye, Marek-aye, Hyett-aye

REPORTS

MAYOR’S REPORT

Appointments to Boards and Commissions
(CC 2025-40)

Mayor Purcell entertained a motion to approve the Mayor’s reappointments of Jackie Milschewski, Ryan Forristall, and Keri Pesola to the Library Board to terms ending May 2028; Gene Wilberg to the Park Board to a term ending May 2030; Jeff Burgner to the Police Pension Fund Board to a term ending May 2027; and the new appointment of Sammy Hall to the Park Board to a partial term ending May 2026. So moved by Alderman Marek seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0
Plocher-aye, Funkhouser-aye, Corneils-aye, Transier-aye,
Soling-aye, Marek-aye, Hyett-aye, Koch-aye

Selection of Mayor Pro Tem for Fiscal Year 2026
(CC 2025-41)

Mayor Purcell requested nominations for Mayor Pro Tem for Fiscal Year 2026. Mayor Purcell nominated Alderman Marek as Mayor Pro Tem for the Fiscal Year 2026. Mayor Purcell entertained a motion to appoint Alderman Marek as Mayor Pro Tem for Fiscal Year 2026. So moved by Alderman Koch; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0
Funkhouser-aye, Corneils-aye, Transier-aye, Soling-aye,
Marek-aye, Hyett-aye, Koch-aye, Plocher-aye

**Appointments to City Council Committees – Administration, Economic Development,
Public Safety and Public Works**
(CC 2025-42)

Mayor Purcell announced that the list of appointments to City Council committees was emailed to the Aldermen, and the committees will make appointments.

Resolution 2025-57

**Authorizing the Purchase of a Ford F-150 Truck from
River View Ford, in an Amount Not to Exceed \$43,283
(CC 2025-43)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Purchase of a Ford F-150 Truck from River View Ford, in an Amount Not to Exceed \$43,283 and authorize the Mayor and City Clerk to Execute. So moved by Alderman Transier; seconded by Alderman Funkhouser.

Parks and Recreation Director Evans stated that there was a \$54,000 budget for purchasing the truck.

Motion approved by a roll call vote. Ayes-8 Nays-0
Corneils-aye, Transier-aye, Soling-aye, Marek-aye,
Hyett -aye, Koch-aye, Plocher-aye, Funkhouser-aye

Resolution 2025-58

**Approving a Water Connection Fee Grant to
Yorkville Community Unit School District 115
(CC 2025-44)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Water Connection Fee Grant to Yorkville Community Unit School District 115 and authorize the Mayor and City Clerk to Execute. So moved by Alderman Marek; seconded by Alderman Soling.

City Administrator Olson explained that three schools in the Yorkville Community Unit School District 115 have temporary classrooms, and each requires a connection to the water main. The fee for each temporary classroom is \$7,000. City Administrator Olson noted that the City has previously waived fees for other governmental entities. Therefore, the ordinance was drafted to waive the fees for the school district.

Alderman Plocher asked if the City is waiving the fee only? City Administrator Olson confirmed.

Motion approved by a roll call vote. Ayes-8 Nays-0
Transier-aye, Soling-aye, Marek-aye, Hyett-aye,
Koch-aye, Plocher-aye, Funkhouser-aye, Corneils-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Margaritas En Mayo

Parks and Recreation Director Evans announced that Margaritas En Mayo will be held on Thursday, May 22, 2025, from 5:00 pm to 9:00 pm at Downtown Yorkville & Riverfront Park.

Legion Memorial Day Ceremony

Parks and Recreation Director Evans announced that the Legion Memorial Day Ceremony will be held on Monday, May 2025, from 11:30 am to 12:30 pm at Town Square.

School's Out Beach Party

Parks and Recreation Director Evans announced that the School's Out Beach Party will be held on Wednesday, May 28, 2025, from 5:00 pm to 9:00 pm at Town Square.

FORE! Yorkville Golf Outing

Parks and Recreation Director Evans announced that the golf outing with the Yorkville Educational Foundation will take place on Thursday, June 12, 2025, at Blackberry Oaks Golf Course. He stated that spots are filling up quickly. There are over 100 golfers registered already, and the maximum number is 130 golfers. Parks and Recreation Director Evans also mentioned that a new Hawaiian shirt design is available for sale.

PLANNING AND ZONING COMMISSION

Ordinance 2025-44

**Beecher Solar Farm
(PZC 2024-22 & EDC 2025-05)**

**a. Approving a Special Use Permit Allowing
Freestanding Solar Energy Systems on Certain
Territory Generally Located North of Corneils
Road, East of Beecher Road, and West of IL
Route 47 (Beecher Road Solar Expansion)**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Special Use Permit Allowing Freestanding Solar Energy Systems on Certain Territory Generally Located North of Corneils Road, East of Beecher Road, and West of IL Route 47 (Beecher Road Solar Expansion) and authorize the Mayor and City Clerk to Execute. So moved by Alderman Marek; seconded by Alderman Koch.

Attorney Kramer shared that the maximum height for the solar panels is 10 feet. There will also be no glare near the horse farm, but to ensure this, they have raised the fence height in that area. He also mentioned that they are contacting local unions and preparing bid packages for all of them. Additionally, he shared that they are making a \$25,000 donation to the Kendall Area Transit.

Motion approved by a roll call vote. Ayes-8 Nays-0
Soling-aye, Marek-aye, Hyett-aye, Koch-aye,
Plocher-aye, Funkhouser-aye, Corneils-aye, Transier-aye

Ordinance 2025-45

**b. Granting a Property Line Setback Variance
for Certain Territory Generally Located North of
Corneils Road, East of Beecher Road, and West of
IL Route 47 (Beecher Road Solar Expansion)**

Mayor Purcell entertained a motion to approve an Ordinance Granting a Property Line Setback Variance for Certain Territory Generally Located North of Corneils Road, East of Beecher Road, and West of IL Route 47 (Beecher Road Solar Expansion) and authorize the Mayor and City Clerk to Execute. So moved by Alderman Transier; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0
Marek-aye, Hyett-aye, Koch-aye, Plocher-aye,
Funkhouser-aye, Corneils-aye, Transier-aye, Soling-aye

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Alderman Funkhouser shared that the AACVB has been engaged in strategic planning and that a survey was distributed. He encouraged everyone to complete the survey as it contributes to planning goals.

STAFF REPORT

City Administrator Olson noted that the Economic Development Committee meeting on May 6, 2025, was informational due to a lack of quorum. The Project Cardinal – Pioneer (Data Center) was listed on the agenda, and a presentation was delivered. This presentation will be shared again at the Economic Development Committee meeting on June 3, 2025.

Two amendments were not discussed or voted on at the May meeting. These amendments pertained to the Data Center Development Standards and the Comprehensive Plan Amendments. Both amendments are on the Planning and Zoning Commission agenda for public hearings tomorrow, May 14th. City Administrator Olson asked the Council if they had any concerns about these amendments going out of order, which staff recommends. The Council had no objections.

MAYOR'S REPORT (cont'd)

**Public Works and Parks Department
Facility Update
(CC 2025-08)**

City Administrator Olson reported that a construction contingency log is included in the packet material.

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Todd Milliron, a resident of Yorkville, informed the Council that the County is interested in ideas about the rail tracks. They believe these railroad tracks could be used for purposes beyond just hauling sand.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Hyett seconded by Alderman Corneils.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:18 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

Proclamation

Whereas, Seaver Tarulis has demonstrated a longstanding commitment to public service for 21 years, including serving as a School Board Member in District 125, as well as a Park Board Member and Alderman for the Yorkville community; and

Whereas, he served on the Yorkville Park Board from 2010 to 2015, contributing to the development and improvement of the City's parks and recreation system; and

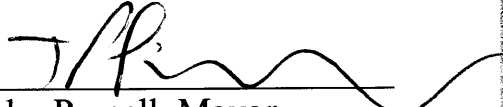
Whereas, Seaver Tarulis was elected to the City Council as Alderman of Ward 4 in 2015 and has served for ten years, known for his focus on fiscal responsibility, thoughtful city planning, and dedication to residents; and

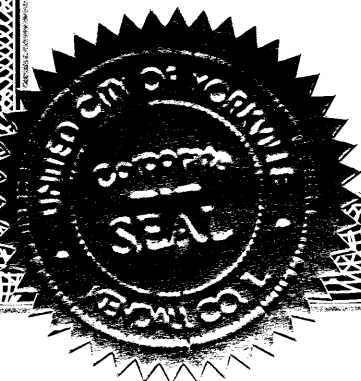
Whereas, his extensive professional background in facilities management planning and public service has informed his leadership and strengthened the City's operations and decision-making; and

Whereas, Seaver Tarulis's integrity, experience, and commitment to the public good have left a lasting impact on the Yorkville community.

NOW, THEREFORE, I, John Purcell, Mayor, and the City Council of the United City of Yorkville, express our sincere appreciation to Alderman Seaver Tarulis for his many years of outstanding service and leadership, and wish him all the best in his future endeavors.

Dated this 13th day of May, 2025, A.D.


John Purcell, Mayor





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – May 27, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

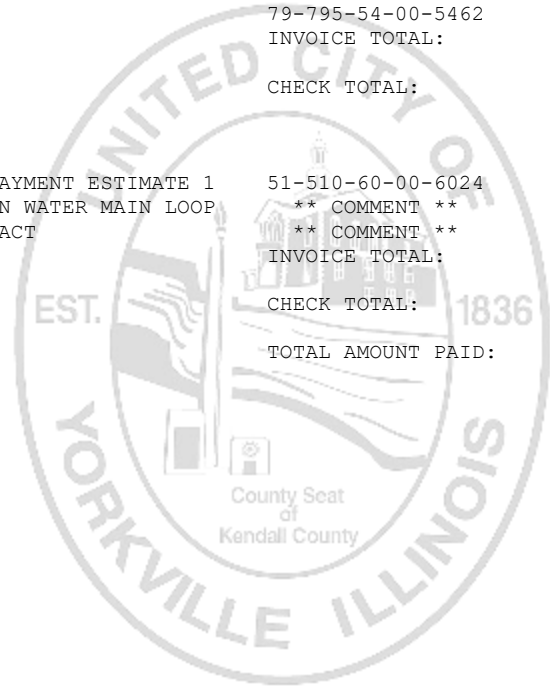
Agenda Item Notes:

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 05/16/25

FY 25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542770	JSCONST	J & S CONSTRUCTION					
	2500103R		05/06/25	01	ENGINEERS PAYMENT ESTIMATE 3	51-510-60-00-6024	826,664.41
				02	FOR ELDAMAIN WATER MAIN LOOP	** COMMENT **	
				03	NORTH CONTRACT	** COMMENT **	
					INVOICE TOTAL:		826,664.41 *
					CHECK TOTAL:		826,664.41
542771	OLEARYM	MARTIN J. O'LEARY					
	042725		04/27/25	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
542772	WINNINGE	WINNINGER EXCAVATING INC.					
	050625-PAY EST 1		05/06/25	01	ENGINEERS PAYMENT ESTIMATE 1	51-510-60-00-6024	986,578.35
				02	FOR ELDAMAIN WATER MAIN LOOP	** COMMENT **	
				03	SOUTH CONTRACT	** COMMENT **	
					INVOICE TOTAL:		986,578.35 *
					CHECK TOTAL:		986,578.35
					TOTAL AMOUNT PAID:		1,813,342.76



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542773	AACVB	AURORA AREA CONVENTION					
	2/25-HOLIDAY		05/08/25	01	HOLIDAY INN HOTEL TAX-FEB 2025	01-640-54-00-5481	3,923.04
					INVOICE TOTAL:		3,923.04 *
	3/25-HOLIDAY		05/08/25	01	HOLIDAY INN HOTEL TAX-MAR 2025	01-640-54-00-5481	4,797.95
					INVOICE TOTAL:		4,797.95 *
	3/25-SUPER		05/02/25	01	MAR 2025 SUPER 8 HOTEL TAX	01-640-54-00-5481	955.64
					INVOICE TOTAL:		955.64 *
					CHECK TOTAL:		9,676.63
542774	AEPENERG	AEP ENERGY					
	3025129010-050525		05/05/25	01	04/01-05/01 2224 TREMONT	51-510-54-00-5480	13,952.08
					INVOICE TOTAL:		13,952.08 *
	3025129021-050625		05/06/25	01	04/02-05/02 610 TOWER WELL	51-510-54-00-5480	9,197.33
					INVOICE TOTAL:		9,197.33 *
	3025129054-042425		04/24/25	01	03/20-04/21 2702 MILL ROAD	51-510-54-00-5480	13,177.88
					INVOICE TOTAL:		13,177.88 *
	3025129065-050525		05/05/25	01	04/01-05/01 2921 BRISTOL RDGE	51-510-54-00-5480	5,117.22
					INVOICE TOTAL:		5,117.22 *
					CHECK TOTAL:		41,444.51
542775	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	253001		04/17/25	01	SPRING CLASS INSTRUCTION	79-795-54-00-5462	3,279.00
					INVOICE TOTAL:		3,279.00 *
					CHECK TOTAL:		3,279.00
542776	ALTORFER	ALTORFER INDUSTRIES, INC					

- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

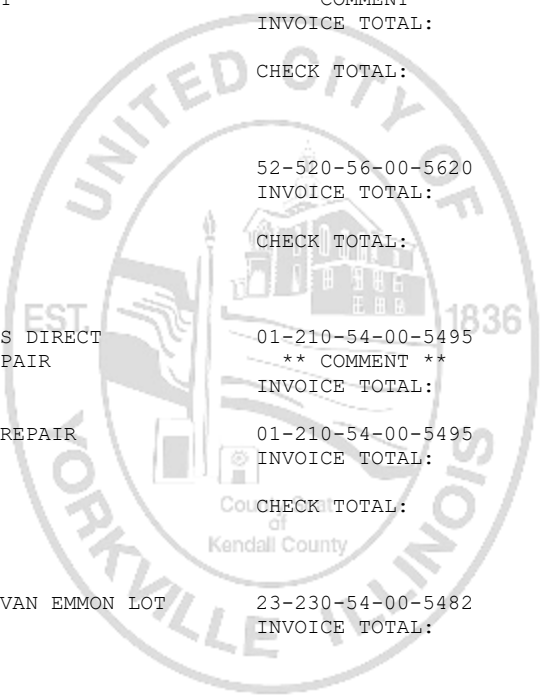
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542776	ALTORFER	ALTORFER INDUSTRIES, INC					
	T0530094133		04/30/25	01	ROUTINE CAT MAINTENANCE	51-510-54-00-5495	3,015.45
					INVOICE TOTAL:		3,015.45 *
					CHECK TOTAL:		3,015.45
542777	BEHLANDJ	JORI BEHLAND					
	042325-MILEAGE		04/23/25	01	CLERKS MEETING MILEAGE	01-110-54-00-5415	40.11
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		40.11 *
					CHECK TOTAL:		40.11
542778	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44137		04/29/25	01	PAPER TOWEL	52-520-56-00-5620	109.02
					INVOICE TOTAL:		109.02 *
					CHECK TOTAL:		109.02
542779	CARSTAR	CARSTAR					
	657B878E		12/03/24	01	FLEX FUEL GAS DIRECT	01-210-54-00-5495	3,105.50
				02	INJECTION REPAIR	** COMMENT **	
					INVOICE TOTAL:		3,105.50 *
	C7CF13EE		04/16/25	01	2016 IMPALA REPAIR	01-210-54-00-5495	3,991.07
					INVOICE TOTAL:		3,991.07 *
					CHECK TOTAL:		7,096.57
542780	COMED	COMMONWEALTH EDISON					
	0228182000-0425		05/06/25	01	04/01-05/01 VAN EMMON LOT	23-230-54-00-5482	22.66
					INVOICE TOTAL:		22.66 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542780	COMED	COMMONWEALTH EDISON					
		0505912000-0425	05/01/25	01	03/28-04/30 1908 RAINTREE	51-510-54-00-5480	288.06
					INVOICE TOTAL:		288.06 *
		0884004000-0425	05/02/25	01	04/01-05/01 1991 CANNONBALL	23-230-54-00-5482	383.44
					INVOICE TOTAL:		383.44 *
		1135300100-0425	05/02/25	01	04/01-05/01 456 KENNEDY	52-520-54-00-5480	132.65
					INVOICE TOTAL:		132.65 *
		1709169000-0425	05/05/25	01	04/03-05/05 RT34 & AUTUMN CRK	23-230-54-00-5482	270.55
					INVOICE TOTAL:		270.55 *
		1870344000-0425	05/05/25	01	04/03-05/05 105 CNTRYSD PARK	79-795-54-00-5480	35.50
					INVOICE TOTAL:		35.50 *
		1951034000-0425	05/07/25	01	04/04-05/06 RT34 & BEECHER	23-230-54-00-5482	88.63
					INVOICE TOTAL:		88.63 *
		2173921222-0425	05/05/25	01	04/02-05/02 420 FAIRHAVEN	51-510-54-00-5480	142.62
					INVOICE TOTAL:		142.62 *
		2793598111-0225	03/04/25	01	01/30-03/03 1975 BRIDGE LIFT	52-520-54-00-5480	858.54
					INVOICE TOTAL:		858.54 *
		2793598111-0425	05/05/25	01	04/02-05/02 1975 N BRIDGE LIFT	52-520-54-00-5480	565.33
					INVOICE TOTAL:		565.33 *
		3131491222-0425	05/05/25	01	04/02-05/02 101 BRUELL ST	51-510-54-00-5480	385.89
					INVOICE TOTAL:		385.89 *
		3260462000-0425	05/02/25	01	04/02-05/02 RT 47 & RIVER	23-230-54-00-5482	305.09
					INVOICE TOTAL:		305.09 *
		3387801111-0425	05/01/25	01	03/28-04/30 872 PRAIRIE CR	51-510-54-00-5480	130.07
					INVOICE TOTAL:		130.07 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	51-510	WATER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542780	COMED	COMMONWEALTH EDISON					
		3573137000-0425	05/02/25	01	04/01-05/01 133 E HYDRAULIC	79-795-54-00-5480	121.48
					INVOICE TOTAL:		121.48 *
		3741450787-0425	05/01/25	01	04/01-05/01 1201 BADGER UNIT B	51-510-54-00-5480	50.19
					INVOICE TOTAL:		50.19 *
		3852534000-0425	04/30/25	01	03/28-04/30 RT126 & SCHLHS	23-230-54-00-5482	116.98
					INVOICE TOTAL:		116.98 *
		3897838000-0425	04/25/25	01	04/02-04/15 609 N BRIDGE	51-510-54-00-5480	26.79
					INVOICE TOTAL:		26.79 *
		5110449000-0425	05/06/25	01	04/03-05/05 6780 RT47	51-510-54-00-5480	136.85
					INVOICE TOTAL:		136.85 *
		5285646000-0425	05/02/25	01	04/01-05/01 KENNEDY & MCHUGH	23-230-54-00-5482	116.62
					INVOICE TOTAL:		116.62 *
		5288861222-0325	04/04/25	01	03/03-04/02 1850 MARKETVIEW	23-230-54-00-5482	96.15
					INVOICE TOTAL:		96.15 *
		6114554111-0425	05/05/25	01	04/02-05/02 610 TOWER	51-510-54-00-5480	210.97
					INVOICE TOTAL:		210.97 *
		6918342222-0425	05/02/25	01	04/01-05/01 301 E HYDRAULIC	79-795-54-00-5480	63.17
					INVOICE TOTAL:		63.17 *
		7581432222-0425	05/01/25	01	03/28-04/30 1107 PRAIRIE CR	52-520-54-00-5480	199.43
					INVOICE TOTAL:		199.43 *
		7824275000-0425	05/05/25	01	04/02-05/02 1 MCHUGH RD	23-230-54-00-5482	94.04
					INVOICE TOTAL:		94.04 *
		8273737000-0425	05/01/25	01	04/01-05/01 104 E VAN EMMON	79-795-54-00-5480	374.80
					INVOICE TOTAL:		374.80 *

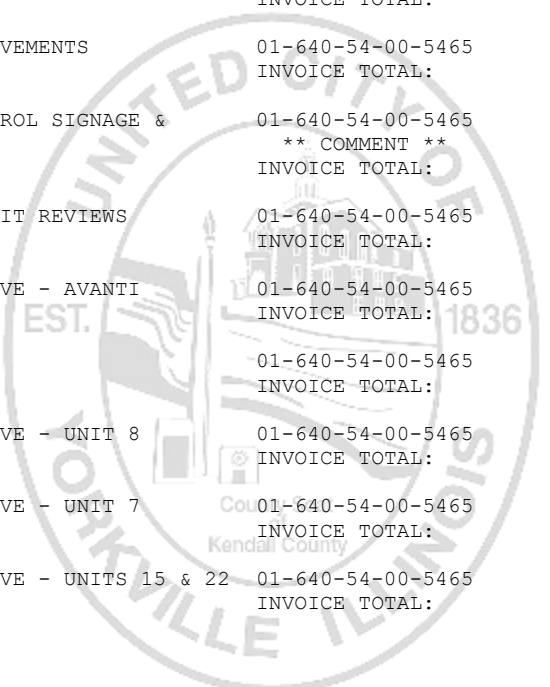
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK DATE: 05/27/25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542780	COMED	COMMONWEALTH EDISON					
		8500662000-0425	05/02/25	01	04/01-05/01 PRESTWICK LIFT	52-520-54-00-5480	196.92
					INVOICE TOTAL:		196.92 *
		8503040100-0425	05/07/25	01	04/04-05/06 FOXHILL 7 LIFT	52-520-54-00-5480	115.13
					INVOICE TOTAL:		115.13 *
		8507242000-0425	05/05/25	01	04/02-05/02 7 CONTRYSD PKWY	23-230-54-00-5482	143.67
					INVOICE TOTAL:		143.67 *
		9567127000-0425	05/05/25	01	04/02-05/02 1 CNTRYSD PKWY	23-230-54-00-5482	160.38
					INVOICE TOTAL:		160.38 *
		9810925111-0425	05/02/25	01	04/01-05/01 276 WINDHAM LIFT	52-520-54-00-5480	211.60
					INVOICE TOTAL:		211.60 *
					CHECK TOTAL:		6,044.20
542781	COREMAIN	CORE & MAIN LP					
		W797247	04/16/25	01	METER INSTALL	51-510-56-00-5664	2,750.00
					INVOICE TOTAL:		2,750.00 *
		W817044	04/18/25	01	RUBBER METER WASHERS	51-510-56-00-5664	78.00
					INVOICE TOTAL:		78.00 *
		W878961	04/30/25	01	BACKFLOW CHECK VALVES	51-510-56-00-5664	8,761.50
					INVOICE TOTAL:		8,761.50 *
					CHECK TOTAL:		11,589.50
542782	COXLAND	COX LANDSCAPING LLC					
		192674	05/01/25	01	APR 2025 MOWING	12-112-54-00-5495	900.00
					INVOICE TOTAL:		900.00 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	79-790	PARKS DEPARTMENT	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-795	RECREATION DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	82-820	LIBRARY OPERATIONS	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL			95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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542782	COXLAND	COX LANDSCAPING LLC					
	192675		05/01/25	01	APR 2025 MOWING	11-111-54-00-5495	952.20
					INVOICE TOTAL:		952.20 *
					CHECK TOTAL:		1,852.20
542783	EEI	ENGINEERING ENTERPRISES, INC.					
	83330		04/29/25	01	VAN EMMON ST RESURFACING	23-230-60-00-6089	2,310.11
					INVOICE TOTAL:		2,310.11 *
	83331		04/29/25	01	N RT47 IMPROVEMENTS	01-640-54-00-5465	945.00
					INVOICE TOTAL:		945.00 *
	83332		04/27/25	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465	4,048.00
				02	MARKINGS	** COMMENT **	
					INVOICE TOTAL:		4,048.00 *
	83333		04/29/25	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465	3,088.50
					INVOICE TOTAL:		3,088.50 *
	83334		04/29/25	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465	238.00
					INVOICE TOTAL:		238.00 *
	83335		04/29/25	01	PRESTWICK	01-640-54-00-5465	262.00
					INVOICE TOTAL:		262.00 *
	83336		04/29/25	01	GRANDE RESERVE - UNIT 8	01-640-54-00-5465	2,982.00
					INVOICE TOTAL:		2,982.00 *
	83340		04/29/25	01	GRANDE RESERVE - UNIT 7	01-640-54-00-5465	141.00
					INVOICE TOTAL:		141.00 *
	83342		04/29/25	01	GRANDE RESERVE - UNITS 15 & 22	01-640-54-00-5465	52.50
					INVOICE TOTAL:		52.50 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542783	EEI	ENGINEERING ENTERPRISES, INC.					
	83344		04/29/25	01	YBSD SOLIDS HANDLING	01-640-54-00-5465	142.50
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		142.50 *
	83345		04/29/25	01	GRANDE RESERVE - UNIT 9	01-640-54-00-5465	1,578.00
					INVOICE TOTAL:		1,578.00 *
	83348		04/29/25	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465	231.00
					INVOICE TOTAL:		231.00 *
	83351		04/29/25	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465	315.00
				02	COORDINATION	** COMMENT **	
					INVOICE TOTAL:		315.00 *
	83353		04/29/25	01	LAKE MICHIGAN	51-510-60-00-6011	241.00
				02	CONNECTION-CORROSION CONTROL	** COMMENT **	
				03	STUDY	** COMMENT **	
					INVOICE TOTAL:		241.00 *
					CHECK TOTAL:		16,574.61
542784	EEI	ENGINEERING ENTERPRISES, INC.					
	83354		04/29/25	01	PUBLIC WORKS SITE-BOOMBAH	24-216-60-00-6042	15,643.00
					INVOICE TOTAL:		15,643.00 *
					CHECK TOTAL:		15,643.00
542785	EEI	ENGINEERING ENTERPRISES, INC.					
	83356		04/29/25	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029	7,096.50
					INVOICE TOTAL:		7,096.50 *
	83357		04/29/25	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025	1,672.50
					INVOICE TOTAL:		1,672.50 *

- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542785	EEI	ENGINEERING ENTERPRISES, INC.					
	83358		04/29/25	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025	649.00
					INVOICE TOTAL:		649.00 *
	83359		04/29/25	01	KENDALL CO. BLDG-FOX ST	01-640-54-00-5465	255.00
					INVOICE TOTAL:		255.00 *
	83360		04/29/25	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024	9,088.83
				02	CONNECTION-LP	** COMMENT **	
					INVOICE TOTAL:		9,088.83 *
	83362		04/29/25	01	DWC TRANSMISSION MAIN	51-510-60-00-6011	1,489.50
					INVOICE TOTAL:		1,489.50 *
	83363		04/29/25	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025	38,100.25
					INVOICE TOTAL:		38,100.25 *
	83364		04/29/25	01	2024 ROAD PROGRAM	23-230-60-00-6025	323.50
					INVOICE TOTAL:		323.50 *
	83366		04/29/25	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011	2,879.91
					INVOICE TOTAL:		2,879.91 *
	83368		04/29/25	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00
					INVOICE TOTAL:		1,900.00 *
	83372		04/29/25	01	PAVEMENT MANAGEMENT UPDATE	23-230-54-00-5465	8,090.40
					INVOICE TOTAL:		8,090.40 *
	83373		04/29/25	01	LM-NORTH RECEIVING STATION	51-510-60-00-6011	44,712.33
					INVOICE TOTAL:		44,712.33 *
	83374		04/29/25	01	LM-SOUTH RECEIVING STATION	51-510-60-00-6011	18,850.15
					INVOICE TOTAL:		18,850.15 *
	83375		04/29/25	01	LM-SOTH RECEIVING STATION	51-510-60-00-6011	33,614.74

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542785	EEI	ENGINEERING ENTERPRISES, INC.					
	83375		04/29/25	02	STANDPIPE	** COMMENT ** INVOICE TOTAL:	33,614.74 *
	83376		04/29/25	01 02	LM-NORTHWEST ELEVATED WATER STORAGE TANK	51-510-60-00-6011 ** COMMENT ** INVOICE TOTAL:	20,639.81 20,639.81 *
	83377		04/29/25	01 02	LM-BLUESTEM WATER MAIN IMPROVEMENTS	51-510-60-00-6011 ** COMMENT ** INVOICE TOTAL:	14,007.57 14,007.57 *
	83380		04/29/25	01	2025 WATER MAIN REPLACEMENT	51-510-60-00-6025 INVOICE TOTAL:	9,543.50 9,543.50 *
	83381		04/29/25	01	YORKVILLE WATER RATE STUDY	51-510-54-00-5465 INVOICE TOTAL:	30,250.00 30,250.00 *
	83382		04/29/25	01	FAXON ROAD RECONSTRUCTION	23-230-60-00-6046 INVOICE TOTAL:	15,085.50 15,085.50 *
	83383		04/29/25	01	BEECHER ROAD RECONSTRUCTION	23-230-60-00-6046 INVOICE TOTAL:	8,342.00 8,342.00 *
	83384		04/29/25	01	KENNEDY RD ROADWAY IMPROVEMENT	23-230-60-00-6040 INVOICE TOTAL:	5,089.00 5,089.00 *
	83386		04/29/25	01	FY 2026 BUDGET	01-640-54-00-5465 INVOICE TOTAL:	1,476.00 1,476.00 *
	83387		04/29/25	01	2024 SANITARY SEWER LINING	52-520-60-00-6025 INVOICE TOTAL:	543.00 543.00 *
	83390		04/29/25	01	2025 RAOD PROGRAM - MFT	23-230-60-00-6028 INVOICE TOTAL:	4,270.18 4,270.18 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK DATE: 05/27/25

FY 25

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542785	EEI	ENGINEERING ENTERPRISES, INC.					
	83391		04/29/25	01	2025 LOCAL ROAD PROGRAM	23-230-60-00-6028	9,900.00
					INVOICE TOTAL:		9,900.00 *
	83392		04/29/25	01	E. ALLEY WATER MAIN	51-510-60-00-6025	9,279.85
				02	IMPROVEMENTS-DESIGN	** COMMENT **	
					INVOICE TOTAL:		9,279.85 *
					CHECK TOTAL:		297,149.02
542786	EEI	ENGINEERING ENTERPRISES, INC.					
	83394		04/29/25	01	ELDAMAIN WATER MAIN LOOP NORTH	51-510-60-00-6024	23,089.75
					INVOICE TOTAL:		23,089.75 *
					CHECK TOTAL:		23,089.75
542787	EEI	ENGINEERING ENTERPRISES, INC.					
	83395		04/29/25	01	ELDAMAIN WATER MAIN LOOP SOUTH	51-510-60-00-6024	11,208.00
					INVOICE TOTAL:		11,208.00 *
	83396		04/29/25	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465	5,806.50
					INVOICE TOTAL:		5,806.50 *
	83398		04/29/25	01	BERTRAM DRIVE CONNECTION	23-230-60-00-6098	1,900.00
					INVOICE TOTAL:		1,900.00 *
	83399		04/30/25	01	WELL #9 REHAB	51-510-60-00-6022	1,024.25
					INVOICE TOTAL:		1,024.25 *
	83401		04/29/25	01	LM-RT126 WATER MAIN	51-510-60-00-6011	1,325.00
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		1,325.00 *
					CHECK TOTAL:		21,263.75

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	79-790	PARKS DEPARTMENT	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-795	RECREATION DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	82-820	LIBRARY OPERATIONS	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL			95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542788	FIRSTNET	AT&T MOBILITY					
	287313454005X0503202	04/25/25	01	APR 2025 MOBILE DEVICES	01-220-54-00-5440	42.20	
			02	APR 2025 MOBILE DEVICES	51-510-54-00-5440	42.20	
			03	APR 2025 MOBILE DEVICES	01-110-54-00-5440	83.20	
			04	APR 2025 MOBILE DEVICES	01-210-54-00-5440	838.04	
				INVOICE TOTAL:		1,005.64 *	
				CHECK TOTAL:			1,005.64
542789	FIRSTNET	AT&T MOBILITY					
	287313454207X0503202	04/25/25	01	APR 2025 MOBILE DEVICES	01-220-54-00-5440	361.92	
			02	APR 2025 MOBILE DEVICES	79-790-54-00-5440	36.24	
			03	APR 2025 MOBILE DEVICES	79-795-54-00-5440	156.88	
			04	APR 2025 MOBILE DEVICES	51-510-54-00-5440	235.32	
			05	APR 2025 MOBILE DEVICES	52-520-54-00-5440	72.48	
				INVOICE TOTAL:		862.84 *	
				CHECK TOTAL:			862.84
542790	GARDKOCH	GARDINER KOCH & WEISBERG					
	24243	05/09/25	01	KIMBALL HILL I MATTERS	01-640-54-00-5461	9,020.18	
				INVOICE TOTAL:		9,020.18 *	
				CHECK TOTAL:			9,020.18
542791	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000618	04/30/25	01	MSI 10 GO LIVE SERVICES	01-120-54-00-5462	375.00	
				INVOICE TOTAL:		375.00 *	
				CHECK TOTAL:			375.00
542792	IMPACT	IMPACT NETWORKING, LLC					

- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542792	IMPACT	IMPACT NETWORKING, LLC					
	3486771		05/01/25	01	2/01-04/30 MANAGED PRINT	01-210-54-00-5430	220.59
				02	SERVICE COPIER CHARGES	** COMMENT **	
				03	2/01-04/30 MANAGED PRINT	01-110-54-00-5430	226.94
				04	SERVICE COPIER CHARGES	** COMMENT **	
				05	2/01-04/30 MANAGED PRINT	01-120-54-00-5430	158.48
				06	SERVICE COPIER CHARGES	** COMMENT **	
				07	2/01-04/30 MANAGED PRINT	01-120-54-00-5430	27.49
				08	SERVICE COPIER CHARGES-UB	** COMMENT **	
				09	2/01-04/30 MANAGED PRINT	51-510-54-00-5430	36.83
				10	SERVICE COPIER CHARGES-UB	** COMMENT **	
				11	2/01-04/30 MANAGED PRINT	52-520-54-00-5430	17.20
				12	SERVICE COPIER CHARGES-UB	** COMMENT **	
					INVOICE TOTAL:		687.53 *
					CHECK TOTAL:		687.53
542793	INTERDEV	INTERDEV, LLC					
	MSP-1049163		04/30/25	01	MONTHLY IT BILLING-APR 2025	01-640-54-00-5450	20,025.72
					INVOICE TOTAL:		20,025.72 *
					CHECK TOTAL:		20,025.72
542794	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	209452		04/29/25	01	TRUCK INSPECTION	01-410-54-00-5490	41.00
					INVOICE TOTAL:		41.00 *
					CHECK TOTAL:		41.00
542795	LAYNE	LAYNE CHRISTENSEN COMPANY					
	2928934		04/24/25	01	WELL #9 REPAIRS PAY REQUEST	51-510-60-00-6022	107,859.74
				02	FINAL	** COMMENT **	
					INVOICE TOTAL:		107,859.74 *
					CHECK TOTAL:		107,859.74

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
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542796	LRS	LRS, LLC					
	PS655366		05/01/25	01	4/25-4/28 HAND WASHING STATION	79-795-56-00-5620	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00

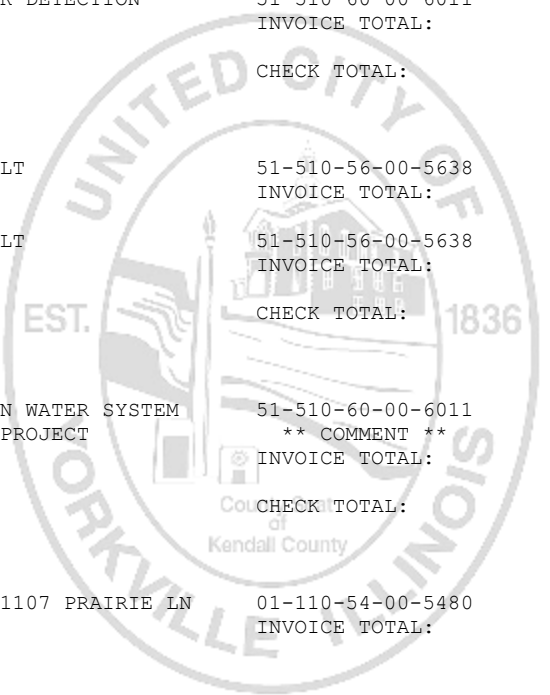
542797	MARCO	MARCO TECHNOLOGIES LLC					
	554448738		04/26/25	01	01/20-04/20 COPIER CHARGES	01-110-54-00-5485	582.99
				02	01/20-04/20 COPIER CHARGES	01-120-54-00-5485	582.98
				03	01/20-04/20 COPIER CHARGES	01-220-54-00-5485	781.06
				04	01/20-04/20 COPIER CHARGES	01-210-54-00-5485	906.20
				05	01/20-04/20 COPIER CHARGES	01-410-54-00-5485	62.57
				06	01/20-04/20 COPIER CHARGES	51-510-54-00-5485	62.57
				07	01/20-04/20 COPIER CHARGES	52-520-54-00-5485	62.56
				08	01/20-04/20 COPIER CHARGES	79-790-54-00-5485	167.88
				09	01/20-04/20 COPIER CHARGES	79-795-54-00-5485	468.71
					INVOICE TOTAL:		3,677.52 *
					CHECK TOTAL:		3,677.52

542798	MARTPLMB	MARTIN PLUMBING & HEATING CO.					
	2025-201		04/08/25	01	CHANGED VALVE & RECONNECTED	51-510-56-00-5640	793.00
				02	METER	** COMMENT **	
					INVOICE TOTAL:		793.00 *
					CHECK TOTAL:		793.00

542799	MCGREGOM	MATTHEW MCGREGORY					
	040825-MILEAGE		04/08/25	01	WATER CERTIFICATION EXAM	01-410-54-00-5440	156.80
				02	MILEAGE REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		156.80 *
					CHECK TOTAL:		156.80

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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542800	MECHANIC	MECHANICS LAB LLC					
	6308		04/29/25	01	REPAIR INLINE QUIK RELEASE	01-410-54-00-5490	391.57
				02	VALVE	** COMMENT **	
					INVOICE TOTAL:		391.57 *
					CHECK TOTAL:		391.57
542801	MESIMPSO	M.E. SIMPSON CO, INC					
	44463		04/30/25	01	APR 2025 LEAK DETECTION	51-510-60-00-6011	24,203.40
					INVOICE TOTAL:		24,203.40 *
					CHECK TOTAL:		24,203.40
542802	MIDWSALT	MIDWEST SALT					
	P482136		04/23/25	01	BULK ROCK SALT	51-510-56-00-5638	3,087.79
					INVOICE TOTAL:		3,087.79 *
	P482187		04/30/25	01	BULK ROCK SALT	51-510-56-00-5638	3,120.61
					INVOICE TOTAL:		3,120.61 *
					CHECK TOTAL:		6,208.40
542803	MROWCO	MATHEWSON RIGHT OF WAY CO,					
	24-0387-07		04/30/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	18,000.00
				02	IMPROVEMENT PROJECT	** COMMENT **	
					INVOICE TOTAL:		18,000.00 *
					CHECK TOTAL:		18,000.00
542804	NICOR	NICOR GAS					
	00-41-22-8748 4-0480		05/02/25	01	04/02-05/02 1107 PRAIRIE LN	01-110-54-00-5480	60.64
					INVOICE TOTAL:		60.64 *

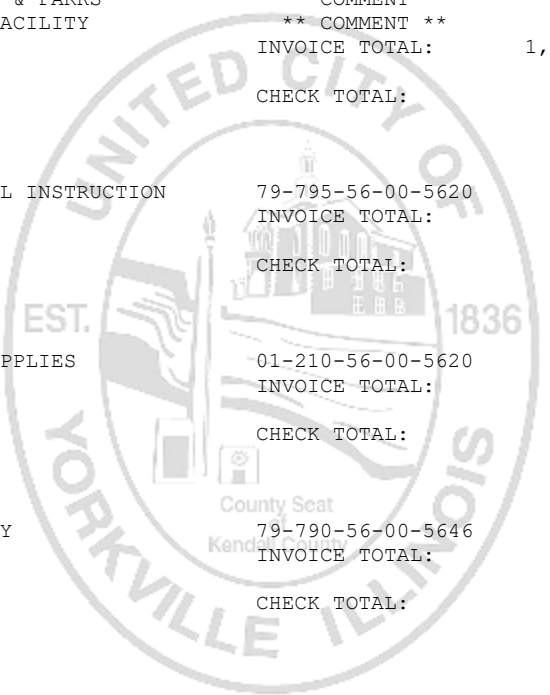


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 52-520 | SEWER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 79-790 | PARKS DEPARTMENT | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-795 | RECREATION DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 82-820 | LIBRARY OPERATIONS | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | | | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542804	NICOR	NICOR GAS					
	15-64-61-3532	5-0425	05/02/25	01	04/02-05/02 1991 CANNONBALL TR	01-110-54-00-5480	59.12
					INVOICE TOTAL:		59.12 *
	20-52-56-2042	1-0425	04/30/25	01	03/31-04/30 420 FAIRHAVEN	01-110-54-00-5480	151.04
					INVOICE TOTAL:		151.04 *
	23-45-91-4862	5-0425	05/05/25	01	04/03-05/05 101 BRUELL	01-110-54-00-5480	152.90
					INVOICE TOTAL:		152.90 *
	37-35-53-1941	1-0425	05/08/25	01	04/08-05/08 185 WOLF	01-110-54-00-5480	182.33
					INVOICE TOTAL:		182.33 *
	40-52-64-8356	1-0425	05/06/25	01	04/04-05/06 102 E VAN EMMON	01-110-54-00-5480	340.47
					INVOICE TOTAL:		340.47 *
	46-69-47-6727	1-0425	05/08/25	01	04/08-05/08 1975 N BRIDGE	01-110-54-00-5480	150.69
					INVOICE TOTAL:		150.69 *
	50-42-48-9691	3-0425	04/29/25	01	03/28-04/29 534 BLUESTEM	01-110-54-00-5480	135.72
					INVOICE TOTAL:		135.72 *
	61-60-41-1000	9-0425	05/05/25	01	04/03-05/05 610 TOWER	01-110-54-00-5480	550.68
					INVOICE TOTAL:		550.68 *
	66-70-44-6942	9-0425	05/08/25	01	04/08-05/08 1908 RAINTREE	01-110-54-00-5480	159.60
					INVOICE TOTAL:		159.60 *
	80-56-05-1157	0-0425	05/08/25	01	04/08-05/08 2512 ROSEMONT	01-110-54-00-5480	60.34
					INVOICE TOTAL:		60.34 *
	83-80-00-1000	7-0425	05/05/25	01	04/03-05/05 610 TOWER UNIT B	01-110-54-00-5480	171.34
					INVOICE TOTAL:		171.34 *
	86-91-67-3104	4-0425	05/08/25	01	04/08-05/08 1203 BADGER UNIT B	01-110-54-00-5480	95.36
					INVOICE TOTAL:		95.36 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542804	NICOR	NICOR GAS					
	91-85-68-4012	8-0425	05/06/25	01	04/02-05/02 902 GAME FARM RD	82-820-54-00-5480	1,432.92
					INVOICE TOTAL:		1,432.92 *
					CHECK TOTAL:		3,703.15
542805	RCWEGMAN	R.C. WEGMAN CONSTRUCTION					
	1		04/30/25	01	CONSTRUCTION ON YORKVILLE	24-216-60-00-6042	1,145,657.05
				02	PUBLIC WORKS & PARKS	** COMMENT **	
				03	DEPARTMENT FACILITY	** COMMENT **	
					INVOICE TOTAL:		1,145,657.05 *
					CHECK TOTAL:		1,145,657.05
542806	RECACADE	THE RECREATION ACADEMY LLC					
	0000033		04/28/25	01	FLAG FOOTBALL INSTRUCTION	79-795-56-00-5620	1,105.00
					INVOICE TOTAL:		1,105.00 *
					CHECK TOTAL:		1,105.00
542807	SEILER	SEILER INSTRUMENT & MFG.					
	INV49584		04/29/25	01	FORENSICS SUPPLIES	01-210-56-00-5620	3,599.19
					INVOICE TOTAL:		3,599.19 *
					CHECK TOTAL:		3,599.19
542808	SPRTFLD	SPORTSFIELDS, INC.					
	24756		04/29/25	01	BULK DURAPLAY	79-790-56-00-5646	6,986.70
					INVOICE TOTAL:		6,986.70 *
					CHECK TOTAL:		6,986.70

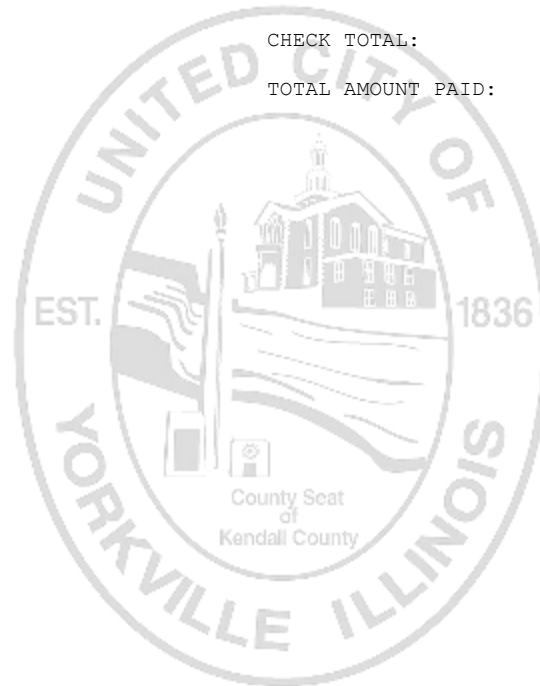


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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 52-520 | SEWER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 79-790 | PARKS DEPARTMENT | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-795 | RECREATION DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 82-820 | LIBRARY OPERATIONS | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | | | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK DATE: 05/27/25

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542809	STEVENS	STEVEN'S SILKSCREENING					
	23844		04/30/25	01	STAFF SHIRTS	79-790-56-00-5600	1,052.25
					INVOICE TOTAL:		1,052.25 *
					CHECK TOTAL:		1,052.25
542810	SUBURLAB	SUBURBAN LABORATORIES INC.					
	GA5002414		05/02/25	01	APR 2025 WATER TESTING	51-510-54-00-5429	863.00
					INVOICE TOTAL:		863.00 *
					CHECK TOTAL:		863.00
					TOTAL AMOUNT PAID:		1,814,242.00



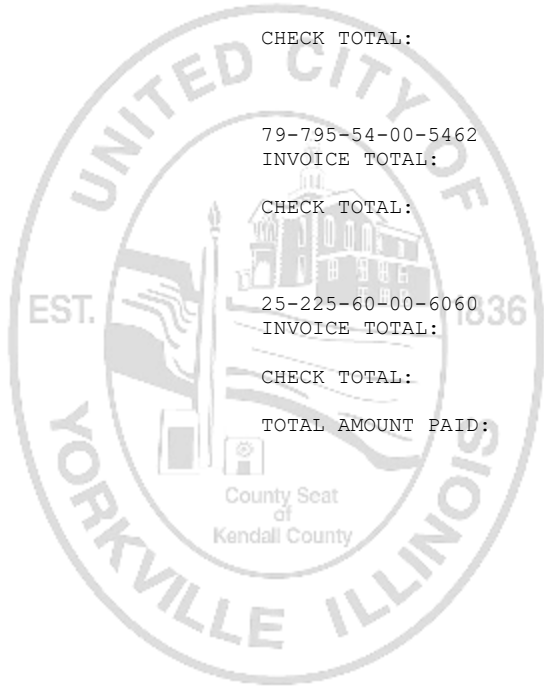
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131268	KCR	KENDALL COUNTY RECORDER'S			05/05/25		
	4023050	05/05/25	01	ORDINANCE APPROVING PUD		90-236-00-00-0011	57.00
			02	AGREEMENT		** COMMENT **	
			03	ORDINANCE APPROVING REZONING		90-236-00-00-0011	57.00
			04	EASEMENT-C1 COMED		90-227-00-00-0011	57.00
				INVOICE TOTAL:			171.00 *
				CHECK TOTAL:			171.00
				TOTAL AMOUNT PAID:			171.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542732	KNICKERB	BRANDON KNICKERBOCKER					
	05/01-05/02		05/02/25	01	UMPIRE	79-795-54-00-5462	70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
542733	MATSONA	AIDAN MATSON					
	050125		05/01/25	01	UMPIRE	79-795-54-00-5462	45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
542734	MAYNARDL	LAURENCE R. MAYNARD					
	050225		05/02/25	01	UMPIRE	79-795-54-00-5462	45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
542735	SHOREWOO	SHOREWOOD HOME & AUTO					
	01-462783		05/01/25	01	NEW MOWER	25-225-60-00-6060	16,399.00
					INVOICE TOTAL:		16,399.00 *
					CHECK TOTAL:		16,399.00
					TOTAL AMOUNT PAID:		16,559.00



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

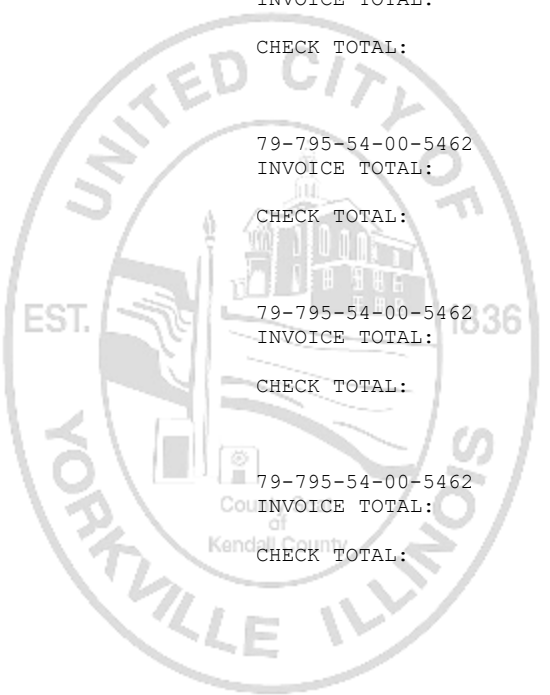
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
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131269	KCR	KENDALL COUNTY RECORDER'S			05/14/25		
	4023494	05/14/25	01	ORDINANCE APPROVING CERTAIN		01-110-54-00-5462	78.00
			02	AGREEMENTS WITH C1 YORKVILLE,		** COMMENT **	
			03	LLC		** COMMENT **	
			04	ORDIANANCE APPROVING		01-110-54-00-5462	57.00
			05	AGREEMENT WITH YBSD,		** COMMENT **	
			06	GREENHOUSE LLC		** COMMENT **	
				INVOICE TOTAL:			135.00 *
				CHECK TOTAL:			135.00
				TOTAL AMOUNT PAID:			135.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542736	BEEBED	DAVID BEEBE					
	050325		05/03/25	01	UMPIRE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
542737	BENJAMIR	REECE BENJAMIN					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
542738	BEYERD	DWAYNE F BEYER					
	050825		05/08/25	01	UMPIRE	79-795-54-00-5462	168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
542739	BOOKERA	ANNA BOOKER					
	050825		05/08/25	01	UMPIRE	79-795-54-00-5462	35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
542740	BOOKERR	ROBERT G. BOOKER					
	050525-050825		05/09/25	01	UMPIRE	79-795-54-00-5462	115.00
					INVOICE TOTAL:		115.00 *
					CHECK TOTAL:		115.00
542741	BRISBOND	DANA XAVIER BRISBON					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

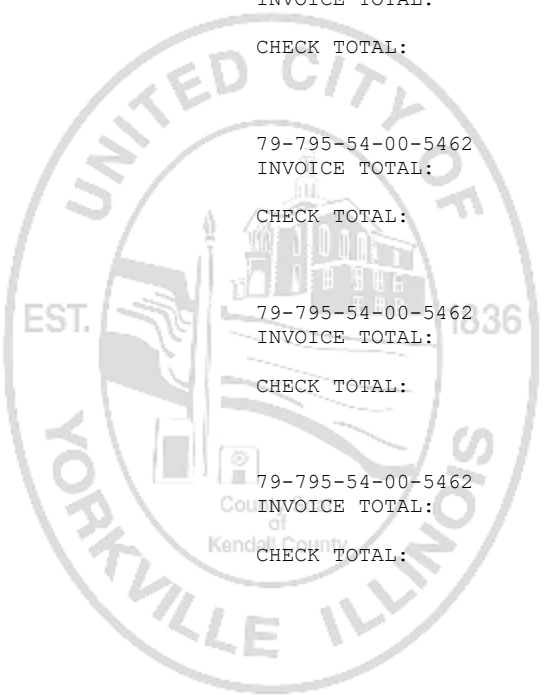
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542741	BRISBOND	DANA XAVIER BRISBON					
	050325-050825		05/09/25	01	REFEREE	79-795-54-00-5462	400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		400.00
542742	CALHOUNC	CAMDEN CALHOUN					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
542743	CULLENT	TREVOR CULLEN					
	050725		05/09/25	01	UMPIRE	79-795-54-00-5462	35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
542744	FAYMANJ	JOSEPH FAYMAN					
	050525-050625		05/09/25	01	UMPIRE	79-795-54-00-5462	90.00
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00
542745	FENILIJ	JOSHUA FENILI					
	050825		05/08/25	01	UMPIRE	79-795-54-00-5462	168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
542746	GERBAUER	COLLEEN GEBAUER					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

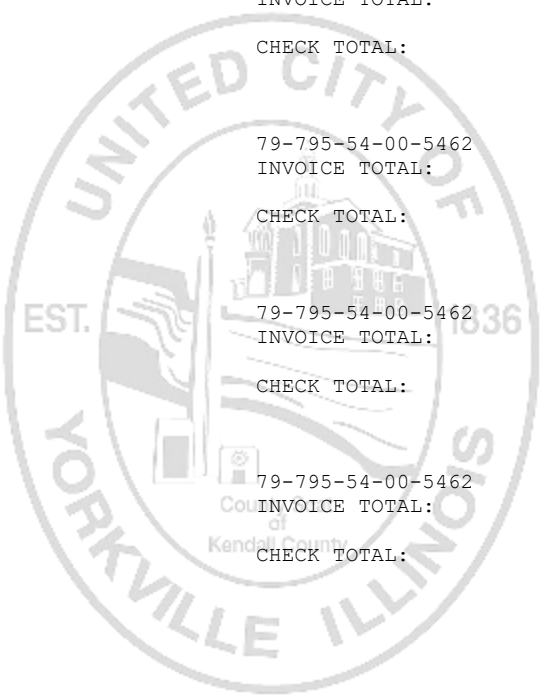
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542746	GERBAUER	COLLEEN GEBAUER					
	050725-050825		05/09/25	01	REFEREE	79-795-54-00-5462	350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
542747	GERLB	BRETT GERL					
	050325-050625		05/09/25	01	UMPIRE	79-795-54-00-5462	205.00
					INVOICE TOTAL:		205.00 *
					CHECK TOTAL:		205.00
542748	GERLL	LILLY GERL					
	050525-050625		05/09/25	01	UMPIRE	79-795-54-00-5462	70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
542749	HAWKSC	CHRIS HAWKS					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542750	HELMICKD	DAVID J HELMICK					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542751	KNICKERB	BRANDON KNICKERBOCKER					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

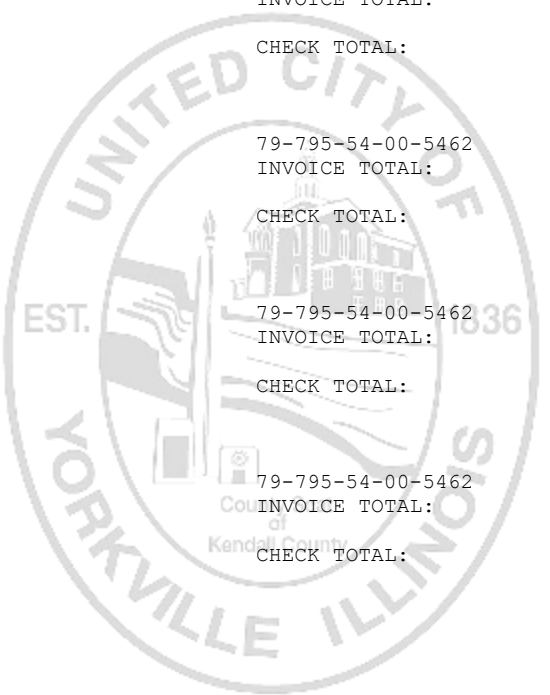
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542751	KNICKERB	BRANDON KNICKERBOCKER					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	135.00
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
542752	KNICKERJ	JACKSON KNICKERBOCKER					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	90.00
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00
542753	KOCURJ	JAXSON KOCUR					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	115.00
					INVOICE TOTAL:		115.00 *
					CHECK TOTAL:		115.00
542754	MATSONA	AIDAN MATSON					
	050525		05/09/25	01	UMPIRE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
542755	MATSONT	THOMAS MATSON					
	050325-050525		05/09/25	01	UMPIRE	79-795-54-00-5462	165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
542756	MAYNARDL	LAURENCE R. MAYNARD					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

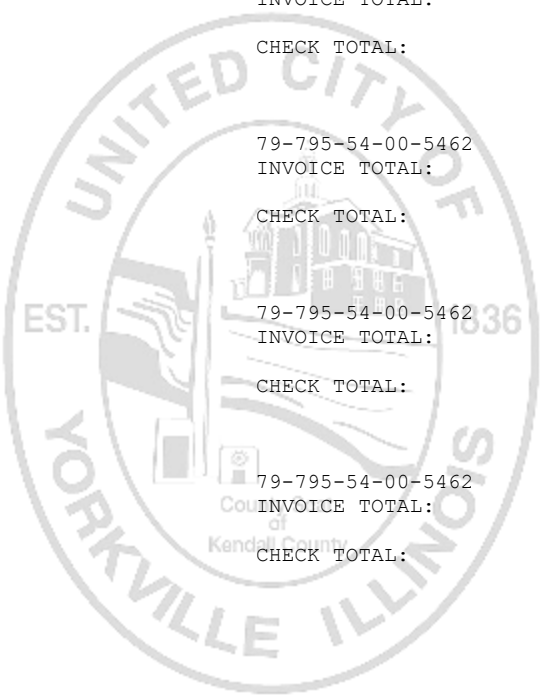
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542756	MAYNARDL	LAURENCE R. MAYNARD					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	90.00
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00
542757	MEIERJ	JACKSON MEIER					
	050525		05/09/25	01	UMPIRE	79-795-54-00-5462	45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
542758	OLEARYM	MARTIN J. O'LEARY					
	050425		05/04/25	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
542759	OLSONM	MARK OLSON					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
542760	PACHONE	EDWIN PACHON					
	050625		05/09/25	01	REFEREE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
542761	PARSONSH	HARRISON PARSONS					



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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

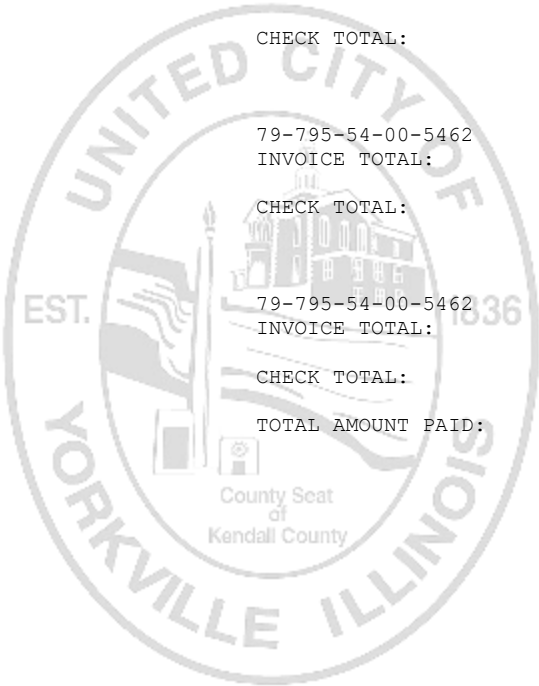
CHECK DATE: 05/16/25

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542761	PARSONSH	HARRISON PARSONS					
	050525		05/09/25	01	UMPIRE	79-795-54-00-5462	45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
542762	PATTONS	SHANE PATTON					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542763	PILKINGP	PAYTON M PILKINGTON					
	050325-050725		05/09/25	01	UMPIRE	79-795-54-00-5462	285.00
					INVOICE TOTAL:		285.00 *
					CHECK TOTAL:		285.00
542764	RADCLIFK	KEVIN RADCLIFFE					
	050525		05/09/25	01	UMPIRE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
542765	RIVRVIEW	RIVERVIEW FORD, INC.					
	0016258		05/01/25	01	NEW FORD F150 TRUCK	25-225-60-00-6070	43,283.00
					INVOICE TOTAL:		43,283.00 *
					CHECK TOTAL:		43,283.00
542766	SANDOVAA	ANTONIO SANDOVAL					

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542766	SANDOVAA	ANTONIO SANDOVAL					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542767	STRIKEK	KNOX STRIKE					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
542768	TATET	TOM TATE					
	050325		05/09/25	01	UMPIRE	79-795-54-00-5462	165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
542769	WASONG	GERALD WASON					
	050825		05/08/25	01	UMPIRE	79-795-54-00-5462	168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
					TOTAL AMOUNT PAID:		47,807.00



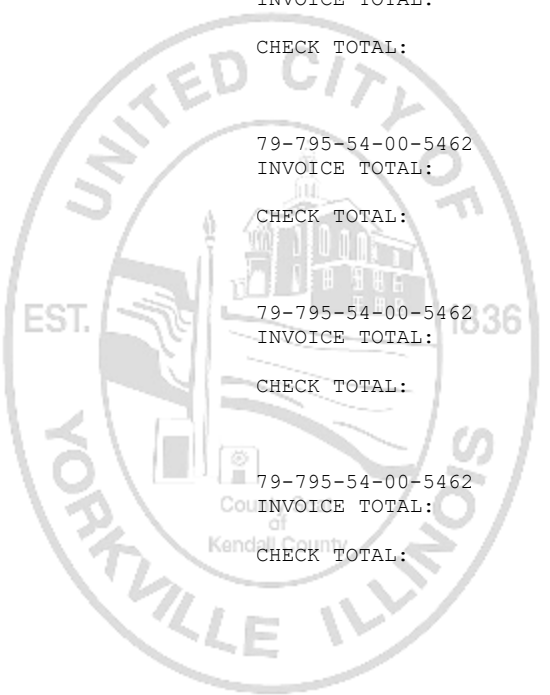
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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131270	KCR	KENDALL COUNTY RECORDER'S			05/19/25		
	4023682	05/19/25	01	ORDINANCE SPECIAL USE PERMIT		90-233-00-00-0011	57.00
			02	ORDINANCE GRANTING PROPERTY		90-233-00-00-0011	57.00
			03	LINE SETBACK VARIANCE		** COMMENT **	
				INVOICE TOTAL:			114.00 *
				CHECK TOTAL:			114.00
				TOTAL AMOUNT PAID:			114.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542850	ALLENK	KATLYN ALLEN					
	051325		05/13/25	01	UMPIRE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
542851	ARIZAGAE	EMILIO ARIZAGA					
	051025		05/10/25	01	REFEREE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542852	BEEBED	DAVID BEEBE					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542853	BENJAMIR	REECE BENJAMIN					
	051025		05/10/25	01	RERFEREE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542854	BOOKERA	ANNA BOOKER					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542855	BOOKERR	ROBERT G. BOOKER					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

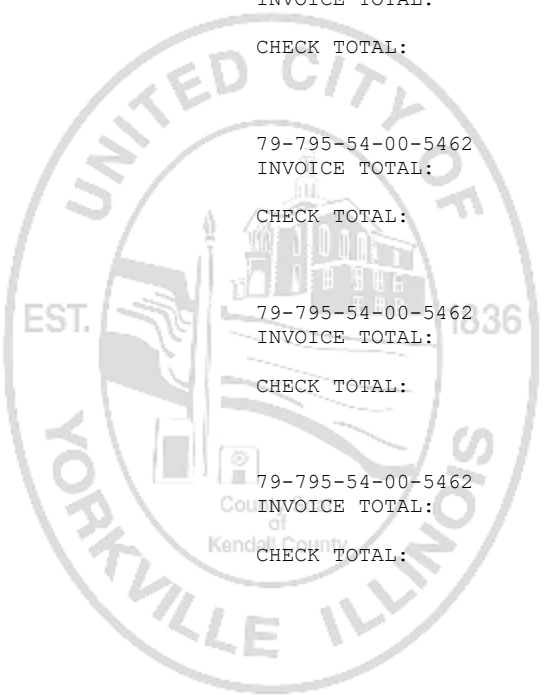
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542855	BOOKERR	ROBERT G. BOOKER					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
542856	COLEMANM	MICHAEL COLEMAN					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542857	CONFORMT	MASON CONFORTI					
	051025-051425		05/16/25	01	UMPIRE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
542858	CULLENT	TREVOR CULLEN					
	051025		05/16/25	01	UMPIRE	79-795-54-00-5462	160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
542859	GERLB	BRETT GERL					
	051025-051325		05/10/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542860	GERLL	LILLY GERL					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

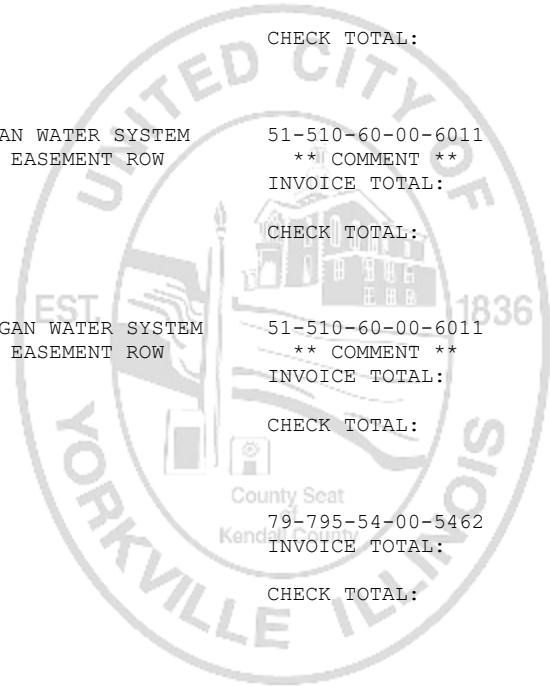
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542860	GERLL	LILLY GERL					
	051025-051325		05/10/25	01	UMPIRE	79-795-54-00-5462	170.00
					INVOICE TOTAL:		170.00 *
					CHECK TOTAL:		170.00
542861	HUNTR	RUSSEL J. HUNT					
	051025		05/10/25	01	REFEREE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
542862	KILLIANB	BRUCE W. KILLIAN					
	PIN#02-32-252-001 RO		05/14/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	16,000.00
				02	IMPROVEMENT EASEMENT ROW	** COMMENT **	
					INVOICE TOTAL:		16,000.00 *
					CHECK TOTAL:		16,000.00
542863	KILLIANV	VIRGINIA W. KILLIAN					
	PIN#02-32-252-001 RO		05/14/25	01	LAKE MICHIGAN WATER SYSTEM	51-510-60-00-6011	16,000.00
				02	IMPROVEMENT EASEMENT ROW	** COMMENT **	
					INVOICE TOTAL:		16,000.00 *
					CHECK TOTAL:		16,000.00
542864	KNICKERB	BRANDON KNICKERBOCKER					
	051025-051525		05/15/25	01	UMPIRE	79-795-54-00-5462	80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

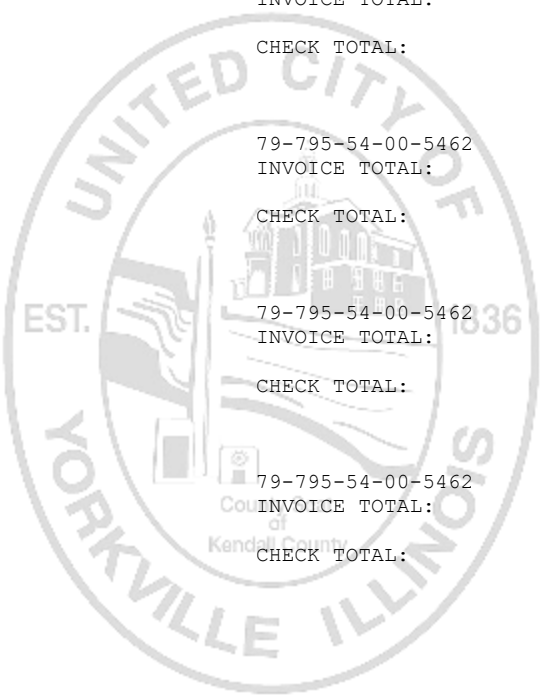
CHECK DATE: 05/23/25

FY 26

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542865	KNICKERJ	JACKSON KNICKERBOCKER					
	051425		05/16/25	01	UMPIRE	79-795-54-00-5462	45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
542866	MEIERJ	JACKSON MEIER					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	195.00
					INVOICE TOTAL:		195.00 *
					CHECK TOTAL:		195.00
542867	OLSONM	MARK OLSON					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
542868	PARSONSH	HARRISON PARSONS					
	051025-051325		05/13/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542869	PATTONS	SHANE PATTON					
	051025-051525		05/15/25	01	UMPIRE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
542870	PILKINGP	PAYTON M PILKINGTON					

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542870	PILKINGP	PAYTON M PILKINGTON					
	051025-051525		05/15/25	01	UMPIRE	79-795-54-00-5462	160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
542871	R0002509	SPECIAL OLYMPICS ILLINOIS					
	2025 COP ON RFTTP		05/19/25	01	2025 COP ON ROOFTOP DONATION	01-000-24-00-2421	3,870.00
					INVOICE TOTAL:		3,870.00 *
					CHECK TOTAL:		3,870.00
542872	RADCLIFK	KEVIN RADCLIFFE					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
542873	SANDOVAA	ANTONIO SANDOVAL					
	051025-051325		05/13/25	01	UMPIRE	79-795-54-00-5462	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
542874	STRIKEK	KNOX STRIKE					
	051025		05/10/25	01	UMPIRE	79-795-54-00-5462	80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
542875	WALTJOSH	JOSH WALTERS					



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK DATE: 05/23/25

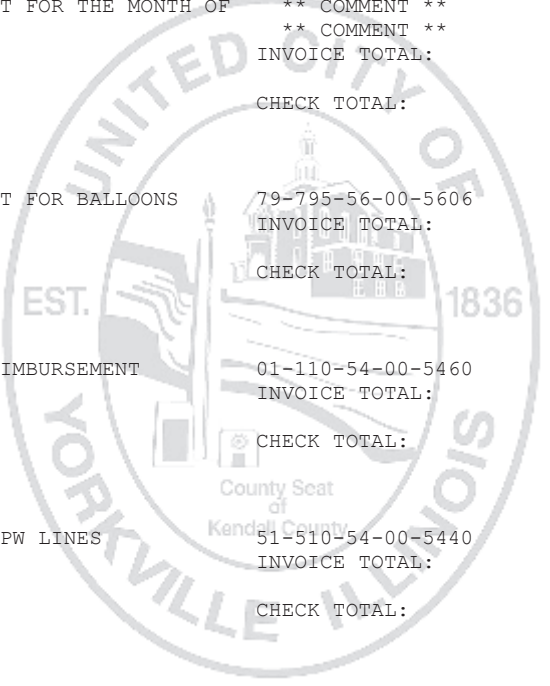
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542875	WALTJOSH	JOSH WALTERS					
	051625		05/16/25	01	UMPIRE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
					TOTAL AMOUNT PAID:		39,630.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542811	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	75440525		05/01/25	01	5/1/25-4/30/25 ADMIN FEE	23-230-54-00-5498	475.00
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
542812	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	JUNE 2025		05/16/25	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427	357.78
				02	ASSISTANCE PROGRAM RENT	** COMMENT **	
				03	REIMBURSEMENT FOR THE MONTH OF	** COMMENT **	
				04	JUNE 2025	** COMMENT **	
					INVOICE TOTAL:		357.78 *
					CHECK TOTAL:		357.78
542813	BARBANEM	MARISA BARBANENTE					
	051425-BALLOONS		05/14/25	01	REIMBURSEMENT FOR BALLOONS	79-795-56-00-5606	39.99
					INVOICE TOTAL:		39.99 *
					CHECK TOTAL:		39.99
542814	BEHLANDJ	JORI BEHLAND					
	NIMCA DUES		05/07/25	01	NIMCA DUE REIMBURSEMENT	01-110-54-00-5460	55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
542815	CALLONE	PEERLESS NETWORK, INC					
	75502		05/16/25	01	05/15-06/14 PW LINES	51-510-54-00-5440	317.56
					INVOICE TOTAL:		317.56 *
					CHECK TOTAL:		317.56



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| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542816	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	44141		05/02/25	01	PAPER TOWEL	79-790-56-00-5620	109.02
					INVOICE TOTAL:		109.02 *
					CHECK TOTAL:		109.02
542817	CAROUSEL	HARY WARNER					
	2025 CRUISE NIGHTS		05/02/25	01	2025 CRUISE NIGHT DJ	79-795-56-00-5606	285.00
					INVOICE TOTAL:		285.00 *
					CHECK TOTAL:		285.00
542818	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	41743		05/05/25	01	GRAVEL	01-410-56-00-5620	981.13
					INVOICE TOTAL:		981.13 *
					CHECK TOTAL:		981.13
542819	COMED	COMMONWEALTH EDISON					
	0479432222-041725		04/17/25	01	ANNUAL AGGREGATION REFRESH FEE	01-110-54-00-5462	254.00
					INVOICE TOTAL:		254.00 *
					CHECK TOTAL:		254.00
542820	CONTELEC	CONSTELLATION TELECOM					
	4717		05/01/25	01	MAY 2025 ADMIN LINES	01-110-54-00-5440	241.08
				02	MAY 2025 PW LINES	51-510-54-00-5440	542.43
				03	MAY 2025 SEWER DEPT LINES	52-520-54-00-5440	241.08
				04	MAY 2025 REC DEPT LINES	79-795-54-00-5440	238.53
				05	MAY 2025 TRAFFIC SIGNAL	01-410-54-00-5435	60.27
				06	MAINTENANCE	** COMMENT **	
					INVOICE TOTAL:		1,323.39 *
					CHECK TOTAL:		1,323.39

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
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542821	CROKE	CROKE FAIRCHILD DUARTE & BERES					
	127054		05/08/25	01	COUNSEL FOR IEPA LOAN	51-510-54-00-5402	750.00
					INVOICE TOTAL:		750.00 *
					CHECK TOTAL:		750.00

542822	DELAGE	DLL FINANCIAL SERVICES INC					
	590093490		05/01/25	01	06/15-07/14 COPIER LEASE	82-820-54-00-5462	536.75
					INVOICE TOTAL:		536.75 *
					CHECK TOTAL:		536.75

542823	DRHCAMBR	DR HORTON-MIDWEST					
	20240308-2765 BERRYW	05/12/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
					INVOICE TOTAL:	5,000.00 *	
	20240629-3374 SEELY	05/12/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	7,500.00	
					INVOICE TOTAL:	7,500.00 *	
	20240630-3384 SEELY	05/12/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	5,000.00	
					INVOICE TOTAL:	5,000.00 *	
					CHECK TOTAL:		17,500.00

542824	EEI	ENGINEERING ENTERPRISES, INC.					
	83337		04/29/25	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111	786.00
					INVOICE TOTAL:	786.00 *	
	83338		04/29/25	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111	804.00
					INVOICE TOTAL:	804.00 *	
	83339		04/29/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111	228.00
					INVOICE TOTAL:	228.00 *	

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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK DATE: 05/27/25

FY 26

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542824	EEI	ENGINEERING ENTERPRISES, INC.					
	83343		04/29/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111	722.00
				02	PHASE 2 & 3	** COMMENT **	
					INVOICE TOTAL:		722.00 *
	83346		04/29/25	01	BRIGHT FARMS	90-173-00-00-0111	47.00
					INVOICE TOTAL:		47.00 *
	83347		04/29/25	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111	7,477.00
					INVOICE TOTAL:		7,477.00 *
	83349		04/29/25	01	BRISTOL BAY UNIT 13	90-179-00-00-0111	2,164.50
					INVOICE TOTAL:		2,164.50 *
	83350		04/29/25	01	CALEDONIA UNIT 3	90-188-00-00-0111	665.50
					INVOICE TOTAL:		665.50 *
	83352		04/29/25	01	BRISTOL BAY UNIT 10	90-186-00-00-0111	131.00
					INVOICE TOTAL:		131.00 *
	83355		04/29/25	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111	169.00
					INVOICE TOTAL:		169.00 *
	83361		04/29/25	01	QUIKTRIP GAS STATION & STORE	90-208-00-00-0111	22,908.00
					INVOICE TOTAL:		22,908.00 *
	83365		04/29/25	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111	423.00
				02	PHASE 4	** COMMENT **	
					INVOICE TOTAL:		423.00 *
	83367		04/29/25	01	YORKVILLE SOLAR-NEXAMP	90-212-00-00-0111	170.00
					INVOICE TOTAL:		170.00 *
	83369		04/29/25	01	CORNEILS RD SOLAR/BEECHER RD	90-216-00-00-0111	1,322.50
				02	SOLAR	** COMMENT **	
					INVOICE TOTAL:		1,322.50 *

01-110 ADMIN
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREETS OPERATIONS
01-640 ADMINISTRATIVE SERVICES
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA
15-155 MOTOR FUEL TAX (MFT)
23-230 CITY WIDE CAPITAL
24-216 BUILDING & GROUNDS
25-205 POLICE CAPITAL
25-212 GENERAL GOVERNMENT CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN II TIF
90-XXX DEVELOPER ESCROW
95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542824	EEI	ENGINEERING ENTERPRISES, INC.					
	83370		04/29/25	01	GRANDE RESERVE-UNIT 21	90-222-00-00-0111	324.50
					INVOICE TOTAL:		324.50 *
	83371		04/29/25	01	GRANDE RESERVE-UNIT 28	90-244-00-00-0111	9,182.75
					INVOICE TOTAL:		9,182.75 *
	83378		04/29/25	01	GRANDE RESERVE-UNITS 10 & 11	90-223-00-00-0111	2,023.65
					INVOICE TOTAL:		2,023.65 *
	83379		04/29/25	01	CYRUS ONE	90-227-00-00-0111	889.50
					INVOICE TOTAL:		889.50 *
	83385		04/29/25	01	2820 BEECHER SOLAR	90-231-00-00-0111	1,554.50
					INVOICE TOTAL:		1,554.50 *
	83388		04/29/25	01	PIONEER DEVELOPMENT	90-242-00-00-0111	4,048.50
					INVOICE TOTAL:		4,048.50 *
	83389		04/29/25	01	HEARTLAND MEADOWS WEST	90-232-00-00-0111	3,378.50
					INVOICE TOTAL:		3,378.50 *
	83393		04/29/25	01	COSTCO	90-239-00-00-0111	2,724.50
					INVOICE TOTAL:		2,724.50 *
	83397		04/29/25	01	CHRISTIE PROPERTY	90-243-00-00-0111	1,035.00
					INVOICE TOTAL:		1,035.00 *
	83400		04/29/25	01	PROLOGIS/PROJECT STEEL	90-246-00-00-0111	4,758.00
					INVOICE TOTAL:		4,758.00 *
					CHECK TOTAL:		67,936.90
542825	HIGHSTAR	HIGH STAR TRAFFIC					
	12629		05/05/25	01	TRAFFIC SIGN	23-230-56-00-5619	103.20
					INVOICE TOTAL:		103.20 *

- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

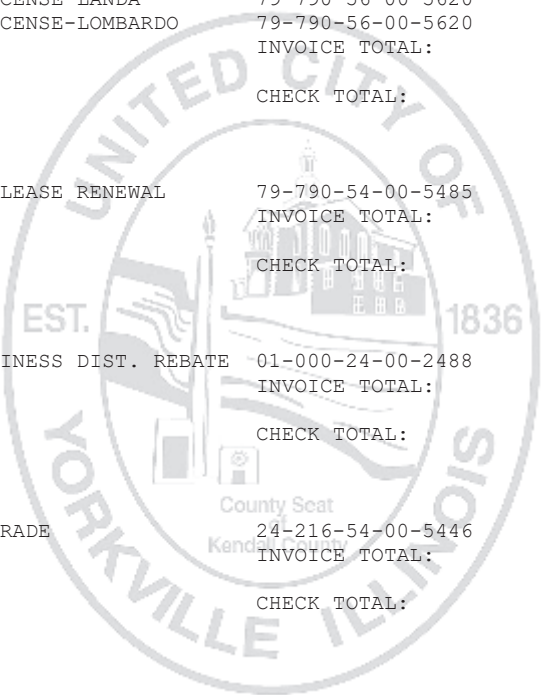
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542825	HIGHSTAR	HIGH STAR TRAFFIC					
	12722		05/05/25	01	SIGNS	23-230-56-00-5619	913.85
					INVOICE TOTAL:		913.85 *
					CHECK TOTAL:		1,017.05
542826	ILAG	ILLINOIS DEPT. OF AGRICULTURE					
	LIC RENEWAL		05/02/25	01	PESTICIDE LICENSE-HODOUS	79-790-56-00-5620	90.00
				02	PESTICIDE LICENSE-LANDA	79-790-56-00-5620	90.00
				03	PESTICIDE LICENSE-LOMBARDO	79-790-56-00-5620	90.00
					INVOICE TOTAL:		270.00 *
					CHECK TOTAL:		270.00
542827	ILRAILWA	ILLINOIS RAILWAY LLC					
	142611		05/05/25	01	ANNUAL LAND LEASE RENEWAL	79-790-54-00-5485	6,876.33
					INVOICE TOTAL:		6,876.33 *
					CHECK TOTAL:		6,876.33
542828	IMPERINV	IMPERIAL INVESTMENTS					
	MAR 2025-REBATE		05/09/25	01	MAR 2025 BUSINESS DIST. REBATE	01-000-24-00-2488	1,481.69
					INVOICE TOTAL:		1,481.69 *
					CHECK TOTAL:		1,481.69
542829	INTEGRAT	INTEGRATED CONTROL					
	J003708		05/14/25	01	SOFTWARE UPGRADE	24-216-54-00-5446	2,245.00
					INVOICE TOTAL:		2,245.00 *
					CHECK TOTAL:		2,245.00



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|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 52-520 | SEWER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 79-790 | PARKS DEPARTMENT | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-795 | RECREATION DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 82-820 | LIBRARY OPERATIONS | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | | | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
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542830	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	209709		05/14/25	01	TRUCK INSPECTION	01-410-54-00-5490	65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00

542831	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/25		05/09/25	01	MAR 2025 BUSINESS DIST. REBATE	01-000-24-00-2487	6,133.25
					INVOICE TOTAL:		6,133.25 *
					CHECK TOTAL:		6,133.25

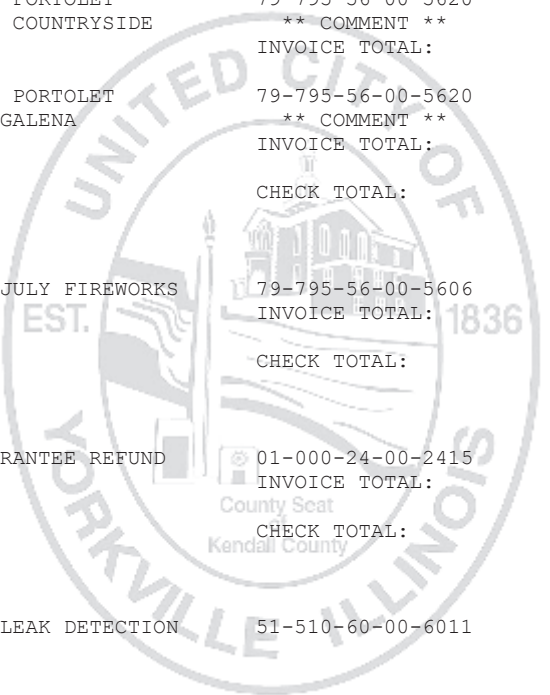
542832	LRS	LRS, LLC					
	PS655347		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	213.00
				02	UPKEEP-301 N BRIDGE	** COMMENT **	
					INVOICE TOTAL:		213.00 *
	PS655348		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	308.00
				02	UPKEEP-131 E HYDRAULIC	** COMMENT **	
					INVOICE TOTAL:		308.00 *
	PS655349		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-901 MILL ST	** COMMENT **	
					INVOICE TOTAL:		95.00 *
	PS655350		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-374 E VAN EMMON	** COMMENT **	
					INVOICE TOTAL:		95.00 *
	PS655351		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-1711 JOHN ST	** COMMENT **	
					INVOICE TOTAL:		95.00 *
	PS655352		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00

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| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542832	LRS	LRS, LLC					
	PS655352		05/01/25	02	UPKEEP-1474 SYCAMORE	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655353		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	310.00
				02	UPKEEP-901 GAME FARM	** COMMENT ** INVOICE TOTAL:	310.00 *
	PS655354		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-2775 GRANDE TRAIL	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655355		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-427 BRISTOL BAY	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655356		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	190.00
				02	UPKEEP-3651 KENNEDY	** COMMENT ** INVOICE TOTAL:	190.00 *
	PS655357		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-872 PRAIRIE CROSSING	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655359		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-2807 NORTHLAND	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655360		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-2736 AUTUMN CREEK	** COMMENT ** INVOICE TOTAL:	95.00 *
	PS655361		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	190.00
				02	UPKEEP-600 HAYDEN	** COMMENT ** INVOICE TOTAL:	190.00 *

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542832	LRS	LRS, LLC					
	PS655362		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	275.50
				02	UPKEEP-428 BRISTOL BAY	** COMMENT **	
					INVOICE TOTAL:		275.50 *
	PS655363		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-3142 GRANDE TRAIL	** COMMENT **	
					INVOICE TOTAL:		95.00 *
	PS655364		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	95.00
				02	UPKEEP-105 W COUNTRYSIDE	** COMMENT **	
					INVOICE TOTAL:		95.00 *
	PS655365		05/01/25	01	05/02-05/29 PORTOLET	79-795-56-00-5620	275.50
				02	UPKEEP-9231 GALENA	** COMMENT **	
					INVOICE TOTAL:		275.50 *
					CHECK TOTAL:		2,807.00
542833	MADBOMB	MAD BOMBER FIREWORK PRODUCTION					
	4TH OF JULY 2025		05/06/25	01	2025 4TH OF JULY FIREWORKS	79-795-56-00-5606	53,000.00
					INVOICE TOTAL:		53,000.00 *
					CHECK TOTAL:		53,000.00
542834	MCCUE	MC CUE BUILDERS, INC.					
	2024-0310-501 BIRCHW		05/13/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
542835	MESIMPSO	M.E. SIMPSON CO, INC					
	44510		05/06/25	01	05/01-05/02 LEAK DETECTION	51-510-60-00-6011	3,798.60



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

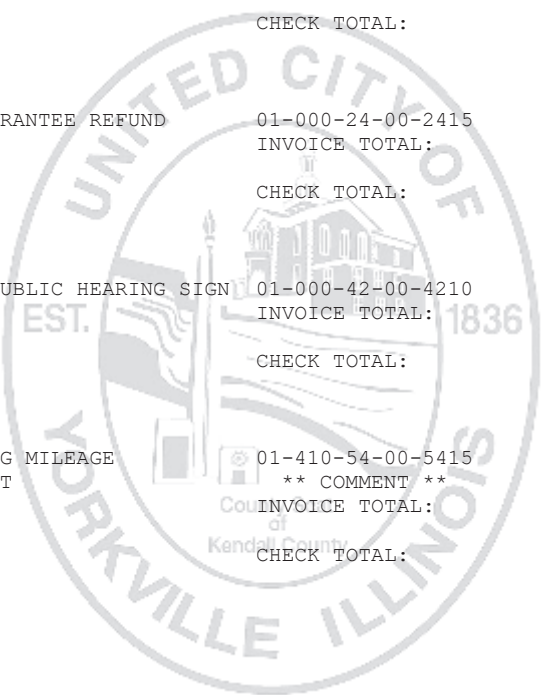
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FY 26

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542835	MESIMPSO	M.E. SIMPSON CO, INC					
	44510		05/06/25	02	SERVICE	** COMMENT ** INVOICE TOTAL:	3,798.60 *
					CHECK TOTAL:		3,798.60
542836	METRONET	METRO FIBERNET LLC					
	1872272-051925		05/19/25	01	5/18-6/17 651 PP INTERNET	01-110-54-00-5440	66.87
				02	5/18-6/17 651 PP INTERNET	01-220-54-00-5440	76.42
				03	5/18-6/17 651 PP INTERNET	01-120-54-00-5440	38.21
				04	5/18-6/17 651 PP INTERNET	79-795-54-00-5440	76.42
				05	5/18-6/17 651 PP INTERNET	01-210-54-00-5440	382.08
					INVOICE TOTAL:		640.00 *
					CHECK TOTAL:		640.00
542837	MIDWSALT	MIDWEST SALT					
	P482232		05/01/25	01	BULK ROCK SALT	51-510-56-00-5638	3,260.34
					INVOICE TOTAL:		3,260.34 *
					CHECK TOTAL:		3,260.34
542838	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	30296002		05/01/25	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607	724.00
					INVOICE TOTAL:		724.00 *
					CHECK TOTAL:		724.00
542839	PIZZO	PIZZO AND ASSOCIATES, LTD					
	341-2		05/01/25	01	NATURALIZATION AREA RENEWAL	24-216-54-00-5446	732.19
				02	UPKEEP AT 651 PRAIRIE POINTE	** COMMENT **	
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19

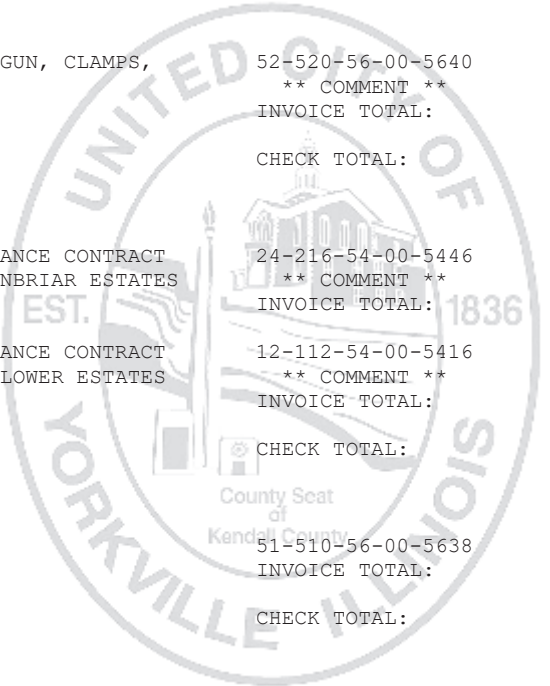
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542840	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	4649		05/01/25	01	235 HAWAIIAN SHIRTS	01-120-54-00-5462	2,937.50
					INVOICE TOTAL:		2,937.50 *
	4653		05/02/25	01	MARGARITAS EN MAYO SIGNAGE	79-795-56-00-5606	940.00
					INVOICE TOTAL:		940.00 *
	4672		05/09/25	01	GOLF OUTING BALL SETS	79-795-56-00-5606	917.60
					INVOICE TOTAL:		917.60 *
					CHECK TOTAL:		4,795.10
542841	R0001975	RYAN HOMES					
	20240759-4429	TAMPS	04/07/25	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415	7,500.00
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		7,500.00
542842	R0002703	MIKE HOLZER					
	20250168		05/05/25	01	REFUND FOR PUBLIC HEARING SIGN	01-000-42-00-4210	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
542843	ROZBORSA	ADAM ROZBORSKI					
	050225-MILEAGE		05/02/25	01	IPSI TRAINING MILEAGE	01-410-54-00-5415	267.40
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		267.40 *
					CHECK TOTAL:		267.40
542844	SOUNDENG	SOUNDScape ENGINEERING LLC					



- | | | | | | | | |
|--------|-------------------------|--------|----------------------------|--------|---------------------------|--------|------------------|
| 01-110 | ADMIN | 12-112 | SUNFLOWER SSA | 25-225 | PARK & RECREATION CAPITAL | 84-840 | LIBRARY CAPITAL |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX (MFT) | 51-510 | WATER OPERATIONS | 87-870 | COUNTRYSIDE TIF |
| 01-210 | POLICE | 23-230 | CITY WIDE CAPITAL | 52-520 | SEWER OPERATIONS | 88-880 | DOWNTOWN TIF |
| 01-220 | COMMUNITY DEVELOPMENT | 24-216 | BUILDING & GROUNDS | 79-790 | PARKS DEPARTMENT | 89-890 | DOWNTOWN II TIF |
| 01-410 | STREETS OPERATIONS | 25-205 | POLICE CAPITAL | 79-795 | RECREATION DEPARTMENT | 90-XXX | DEVELOPER ESCROW |
| 01-640 | ADMINISTRATIVE SERVICES | 25-212 | GENERAL GOVERNMENT CAPITAL | 82-820 | LIBRARY OPERATIONS | 95-000 | ESCROW DEPOSIT |
| 11-111 | FOX HILL SSA | 25-215 | PUBLIC WORKS CAPITAL | | | | |

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542844	SOUNDENG	SOUNDSCAPE ENGINEERING LLC					
	2145		04/30/25	01	PROJECT STEELE CONSULTING	90-246-00-00-0111	6,065.00
					INVOICE TOTAL:		6,065.00 *
	2146		04/30/25	01	CARDINAL PROJECT CONSULTING	90-242-00-00-0111	7,067.50
				02	SERVICES	** COMMENT **	
					INVOICE TOTAL:		7,067.50 *
					CHECK TOTAL:		13,132.50
542845	STANDE	STANDARD EQUIPMENT CO					
	P03694		05/06/25	01	HYDRO SPRAY GUN, CLAMPS,	52-520-56-00-5640	507.71
				02	LANCES	** COMMENT **	
					INVOICE TOTAL:		507.71 *
					CHECK TOTAL:		507.71
542846	TERRAPIN	TARA EVANS					
	103446-25		05/10/25	01	POND MAINTENANCE CONTRACT	24-216-54-00-5446	2,520.00
				02	RENEWAL-GREENBRIAR ESTATES	** COMMENT **	
					INVOICE TOTAL:		2,520.00 *
	103447-25		05/10/25	01	POND MAINTENANCE CONTRACT	12-112-54-00-5416	2,710.00
				02	RENEWAL-SUNFLOWER ESTATES	** COMMENT **	
					INVOICE TOTAL:		2,710.00 *
					CHECK TOTAL:		5,230.00
542847	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	7054923		05/01/25	01	CHEMICALS	51-510-56-00-5638	4,898.50
					INVOICE TOTAL:		4,898.50 *
					CHECK TOTAL:		4,898.50



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

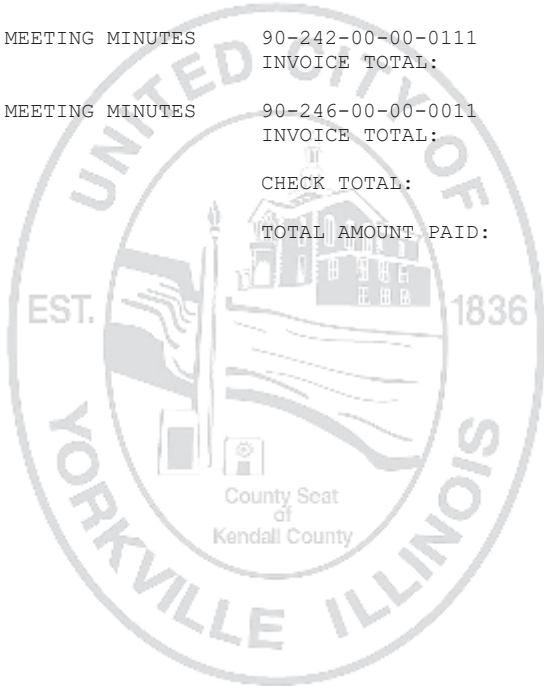
88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
542848	YBSD	YORKVILLE BRISTOL					
	2025.009		05/02/25	01	MAY 2025 LANDFILL EXPENSE	51-510-54-00-5445	22,559.90
					INVOICE TOTAL:		22,559.90 *
	25-APR		05/12/25	01	APR 2025 SANITARY COSTS	95-000-24-00-2450	407,902.64
					INVOICE TOTAL:		407,902.64 *
					CHECK TOTAL:		430,462.54
542849	YOUNGM	MARLYS J. YOUNG					
	041025-PC		04/15/25	01	04/10/25 PC MEETING MINUTES	90-242-00-00-0111	85.00
					INVOICE TOTAL:		85.00 *
	042425-PC		05/05/25	01	04/24/25 PC MEETING MINUTES	90-246-00-00-0011	85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		170.00
					TOTAL AMOUNT PAID:		641,585.72



- 01-110 ADMIN

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREETS OPERATIONS

01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
- 12-112 SUNFLOWER SSA

15-155 MOTOR FUEL TAX (MFT)

23-230 CITY WIDE CAPITAL

24-216 BUILDING & GROUNDS

25-205 POLICE CAPITAL

25-212 GENERAL GOVERNMENT CAPITAL

25-215 PUBLIC WORKS CAPITAL
- 25-225 PARK & RECREATION CAPITAL

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
- 84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

89-890 DOWNTOWN II TIF

90-XXX DEVELOPER ESCROW

95-000 ESCROW DEPOSIT



UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 9, 2025

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	24,569.67	-	24,569.67	1,641.38	1,826.06	28,037.11
FINANCE	13,219.09	-	13,219.09	877.75	975.38	15,072.22
POLICE	150,818.57	1,844.54	152,663.11	471.61	11,343.62	164,478.34
COMMUNITY DEV.	32,733.04	-	32,733.04	2,190.07	2,428.50	37,351.61
STREETS	30,346.34	-	30,346.34	2,014.98	2,695.23	35,056.55
BUILDING & GROUNDS	6,383.12	-	6,383.12	433.80	581.00	7,397.92
WATER	23,473.62	935.03	24,408.65	1,560.32	2,119.25	28,088.22
SEWER	16,542.90	-	16,542.90	1,098.45	1,482.66	19,124.01
PARKS	37,687.83	298.69	37,986.52	2,325.32	3,422.93	43,734.77
RECREATION	32,144.72	-	32,144.72	1,516.85	2,727.50	36,389.07
LIBRARY	18,538.91	-	18,538.91	770.10	1,360.73	20,669.74
TOTALS	\$ 386,457.81	\$ 3,078.26	\$ 389,536.07	\$ 14,900.63	\$ 30,962.86	\$ 435,399.56

TOTAL PAYROLL **\$ 435,399.56**



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 27, 2025

ACCOUNTS PAYABLE

DATE

FY 25

Manual City Check Register - FY 25 *(Page 1)*

05/16/2025 \$ 1,813,342.76

City Check Register - FY 25 *(Pages 2 - 18)*

05/27/2025 1,814,242.00

SUB-TOTAL:

\$ 3,627,584.76

FY 26

Clerk's Check #131268 Kendall County Recorder *(Page 19)*

05/05/2025 171.00

Manual City Check Register - FY 25 *(Page 20)*

05/06/2025 16,559.00

Clerk's Check #131269 Kendall County Recorder *(Page 21)*

05/14/2025 135.00

Manual City Check Register - FY 25 *(Pages 22 - 28)*

05/16/2025 47,807.00

Clerk's Check #131270 Kendall County Recorder *(Page 29)*

05/19/2025 114.00

Manual City Check Register - FY 25 *(Pages 30 - 35)*

05/23/2025 39,630.00

City Check Register - FY 26 *(Pages 36 - 48)*

05/27/2025 641,585.72

SUB-TOTAL:

\$746,001.72

PAYROLL

Bi - Weekly *(Page 49)*

05/09/2025 \$ 435,399.56

SUB-TOTAL:

\$ 435,399.56

TOTAL DISBURSEMENTS:

\$ 4,808,986.04



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

Consent Agenda #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: City Council – May 27, 2025

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

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-47

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING RECOMMENDATIONS FOR CERTAIN TRAFFIC SAFETY
MEASURES AT THE INTRSECTIONS OF SOMONAUK AND LIBERTY,
GRANDE TRAIL AND CONSTITUTION, AND BERRYWOOD AND LEHMAN
CROSSING**

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

WHEREAS, the City is granted authority under the Illinois Vehicle Code to erect stop and yield signs at intersections under its jurisdiction (625 ILCS 5/11-302); and

WHEREAS, population growth within the City requires the implementation of traffic safety measures from time to time; and

WHEREAS, the City's Public Works Department completed traffic studies at the following intersections within the City's corporate boundaries: East Spring and Colton, East Spring and Liberty, East Spring and Freemont, East Somonauk and Bristol Avenue, East Somonauk and Liberty, and East Somonauk and Freemont; and

WHEREAS, the City's Public Works Department completed stop sign analysis at the following intersections within the City's corporate boundaries: Grande Trail and Constitution Way, and Berrywood Lane and Lehman Crossing; and

WHEREAS, these studies resulted in the recommendation by the City's Public Works Department that traffic safety measures be installed at certain intersections within the City; and

WHEREAS, the City wishes to move forward with the recommendations of the Public Works Department.

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

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

Section 2. The recommendation that the “Yield” sign currently installed at the intersection of Somonauk Street and Liberty Street be replaced with a Stop Sign is hereby approved.

Section 3. The recommendation that a one-way stop sign and a stop bar pavement marking and crosswalk be installed on Constitution Way at Grande Trail, along with school advanced crosswalk assemblies and school crosswalk assemblies along Grande Trail approaching Constitution Way is hereby approved.

Section 4. The recommendation that a two-way stop sign be installed on Lehman Crossing at Berrywood Lane, and a crosswalk be installed crossing Berrywood Lane along Lehman Crossing is hereby approved.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[Remainder of page intentionally blank, roll call vote follows]

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



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

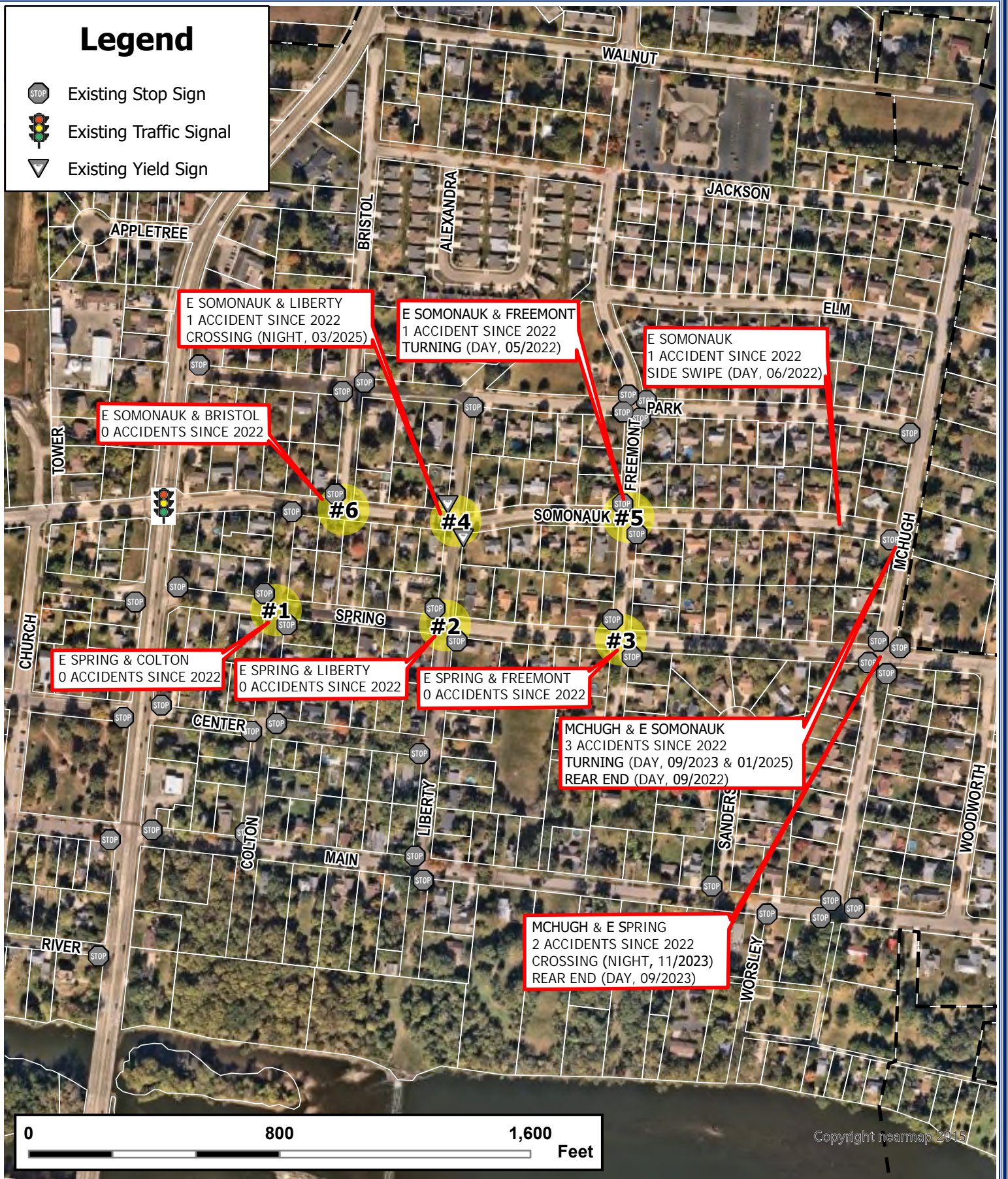
DATE:	APRIL 2025
PROJECT NO.:	YO1107
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1107-Spring and Somonauk.mxd

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

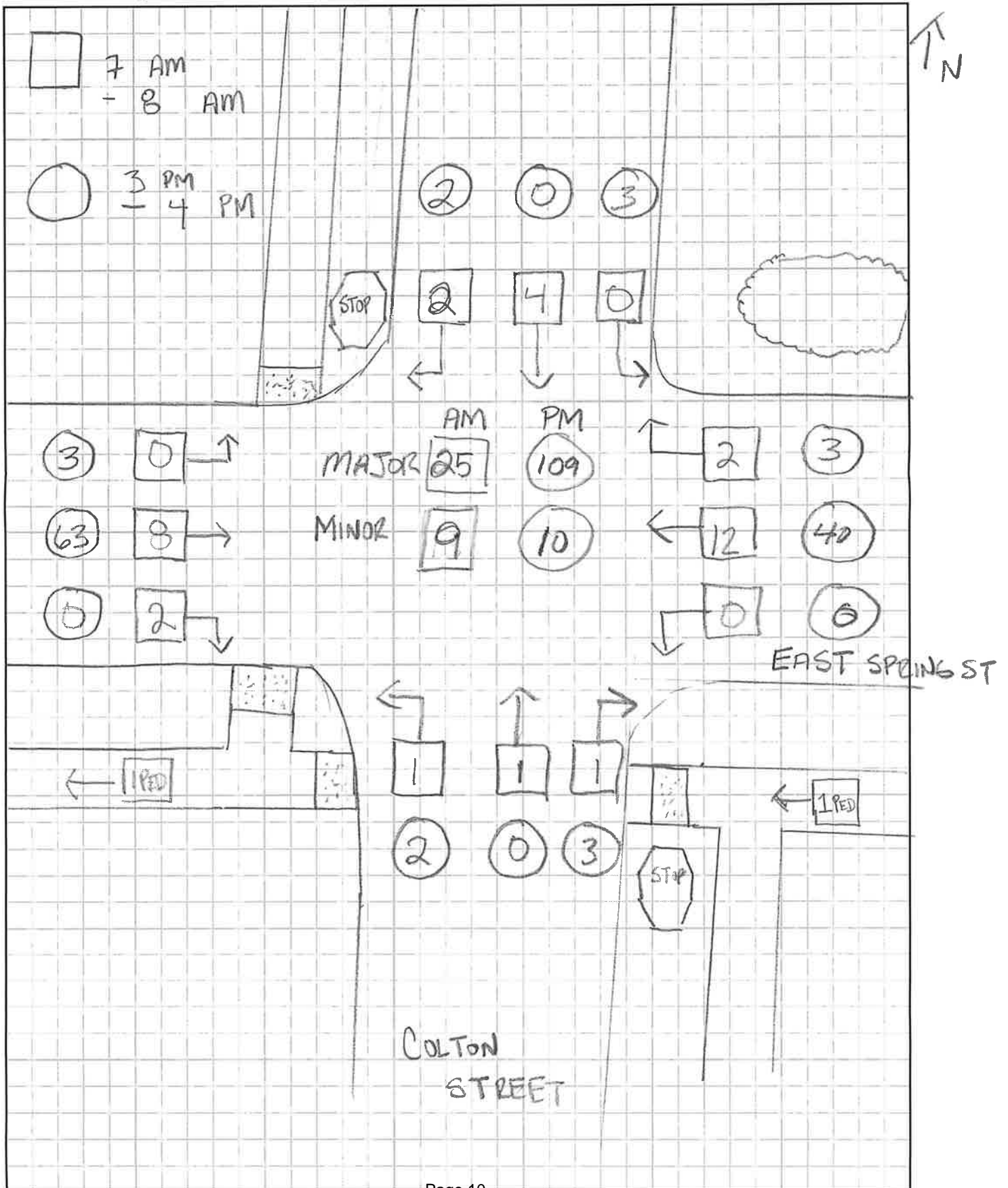
SUBJECT INTERSECTION #1
E SPRING & COLTON ST

BY GAB

DATE 3/18/25-AM
4/3/25-PM

PAGE 1

OF 1





INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
EASTBOUND APPROACH
FACING EAST



EAST SPRING STREET
EASTBOUND APPROACH
FACING NORTH



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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www.eeiweb.com

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



INTERSECTION SIGHT ANALYSIS – EAST SPRING STREET AND COLTON STREET



EAST SPRING STREET
WESTBOUND APPROACH
FACING NORTH



COLTON STREET
SOUTHBOUND APPROACH
FACING SOUTH



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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

PROJECT

PROJECT NUMBER

401107

SUBJECT

INTERSECTION #2

BY GAB

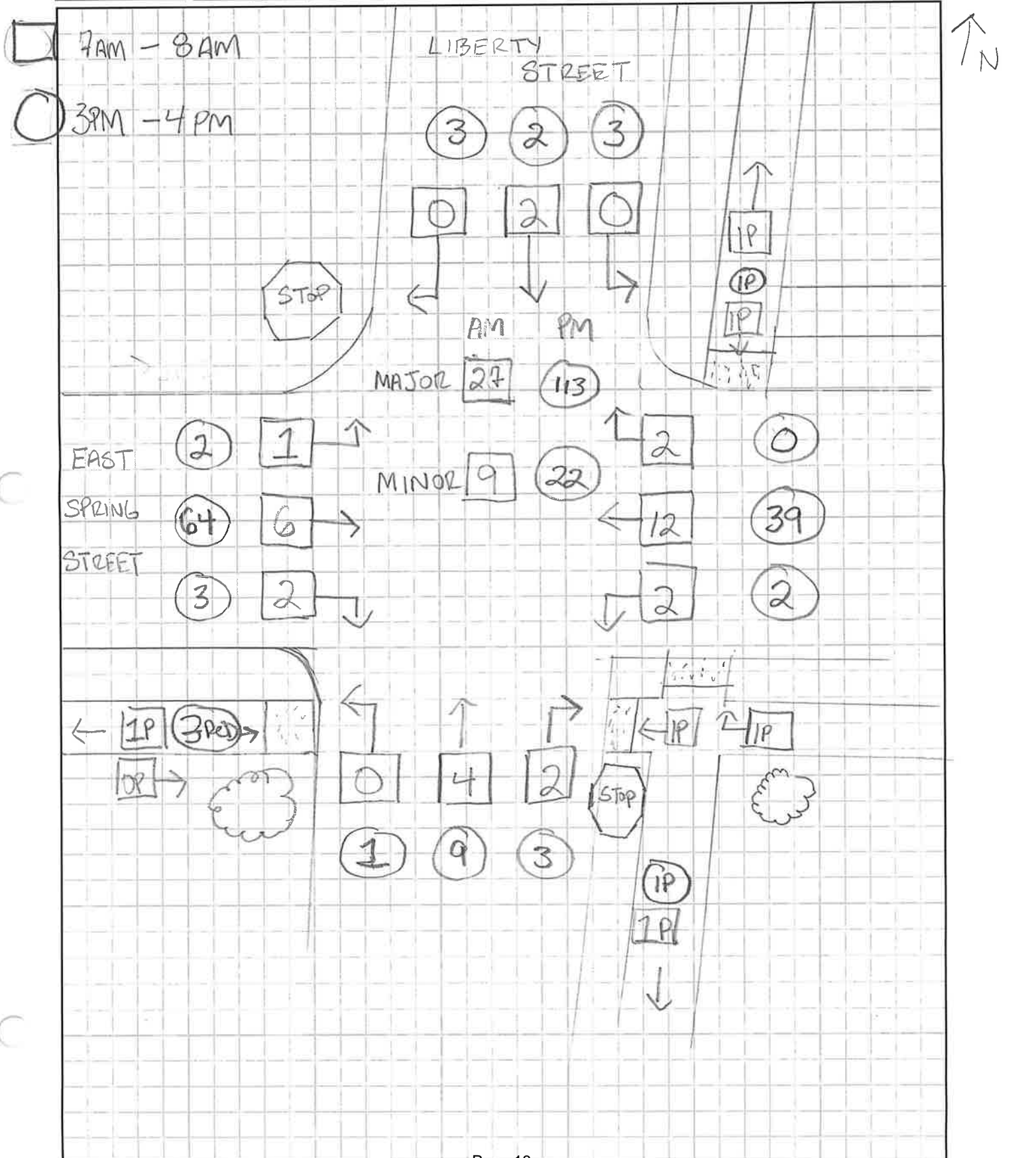
DATE 3/18/25-AM

E SPRING ST & LIBERTY ST

PAGE 7

OF 1

4/3/25-PM





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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



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

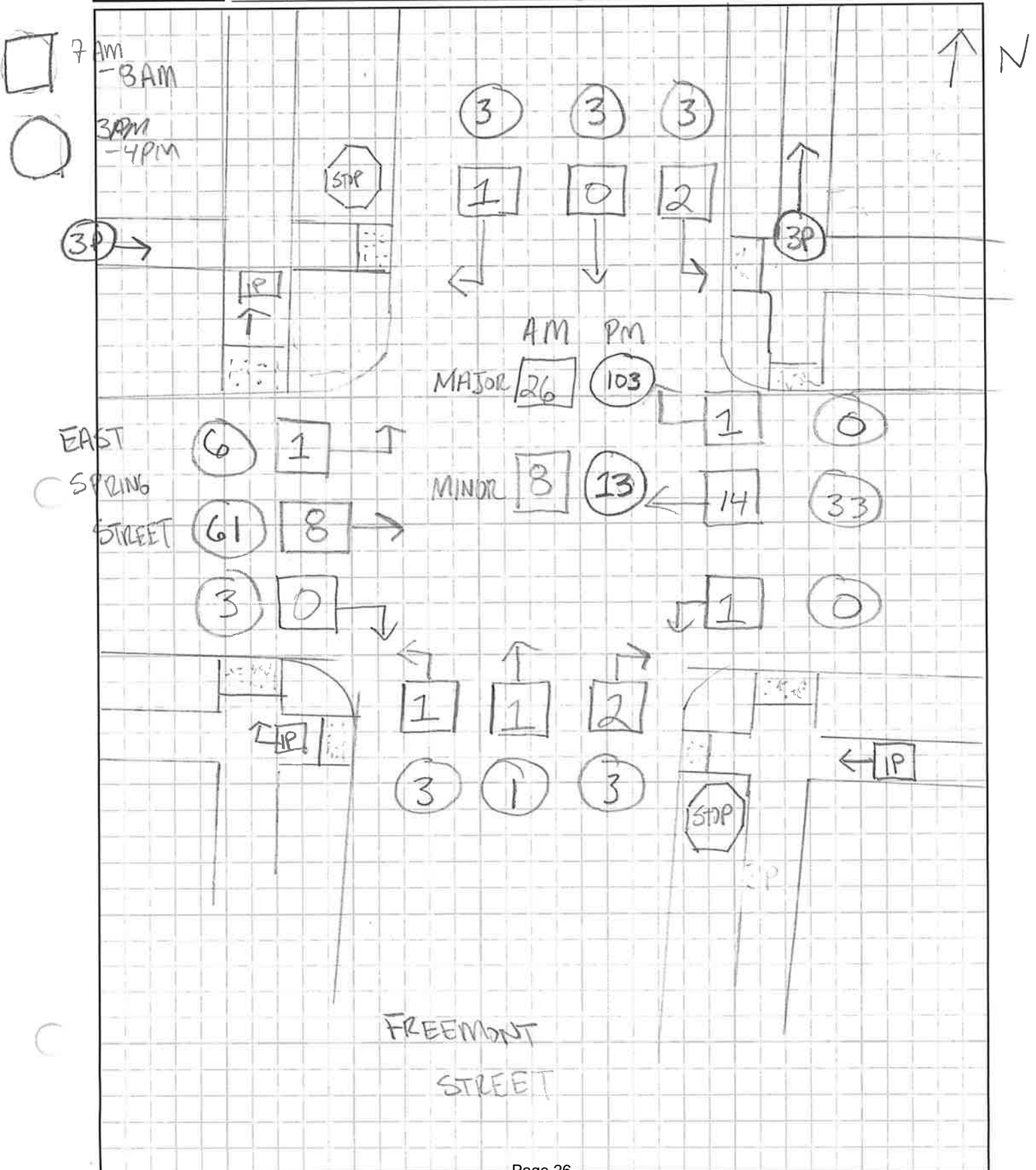
BY GAB

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

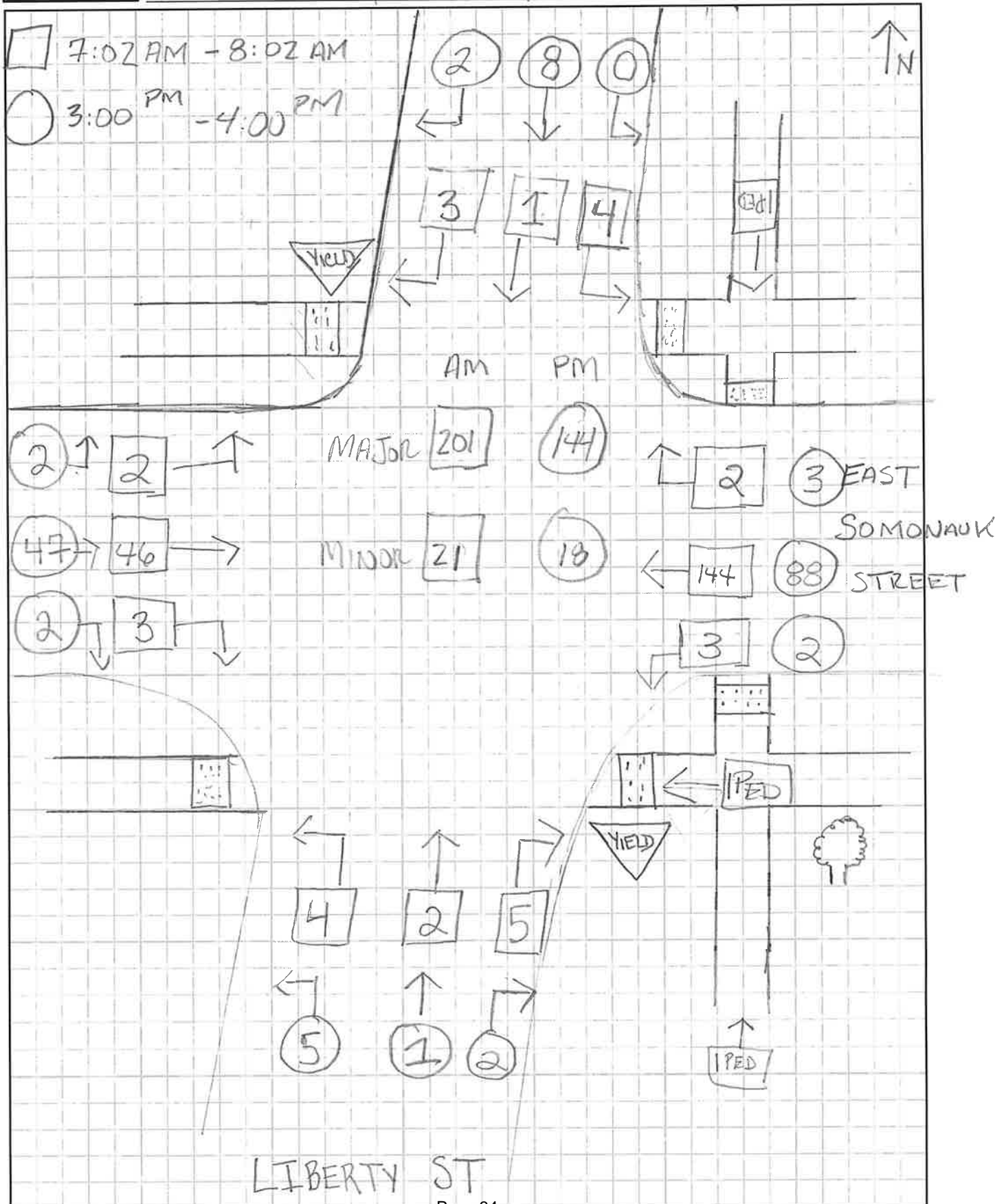
INTERSECTION #4

EAST SOMONAUK STREET & LIBERTY STREET



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



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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND LIBERTY STREET



LIBERTY STREET
NORTHBOUND APPROACH
FACING WEST



LIBERTY STREET
NORTHBOUND APPROACH
FACING EAST



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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FAX: (630) 466-6701

PROJECT

SUBJECT INTERSECTION #5
E SOMONAUK & FREEMONT

PROJECT NUMBER

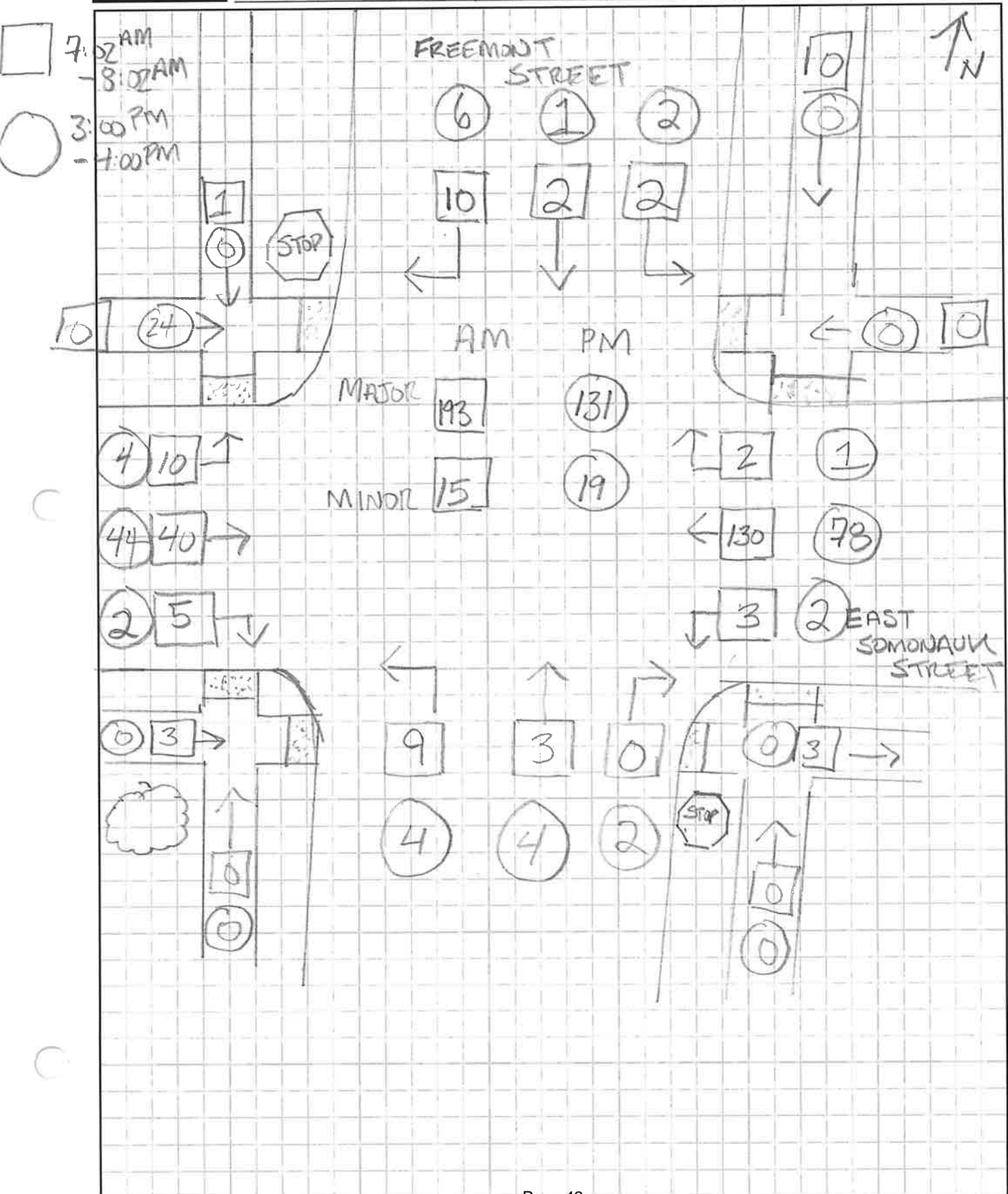
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PAGE 1

DATE

OF 1

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INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND FREEMONT STREET

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



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



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



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PROJECT _____

PROJECT NUMBER Y02107

SUBJECT INTERSECTION #16

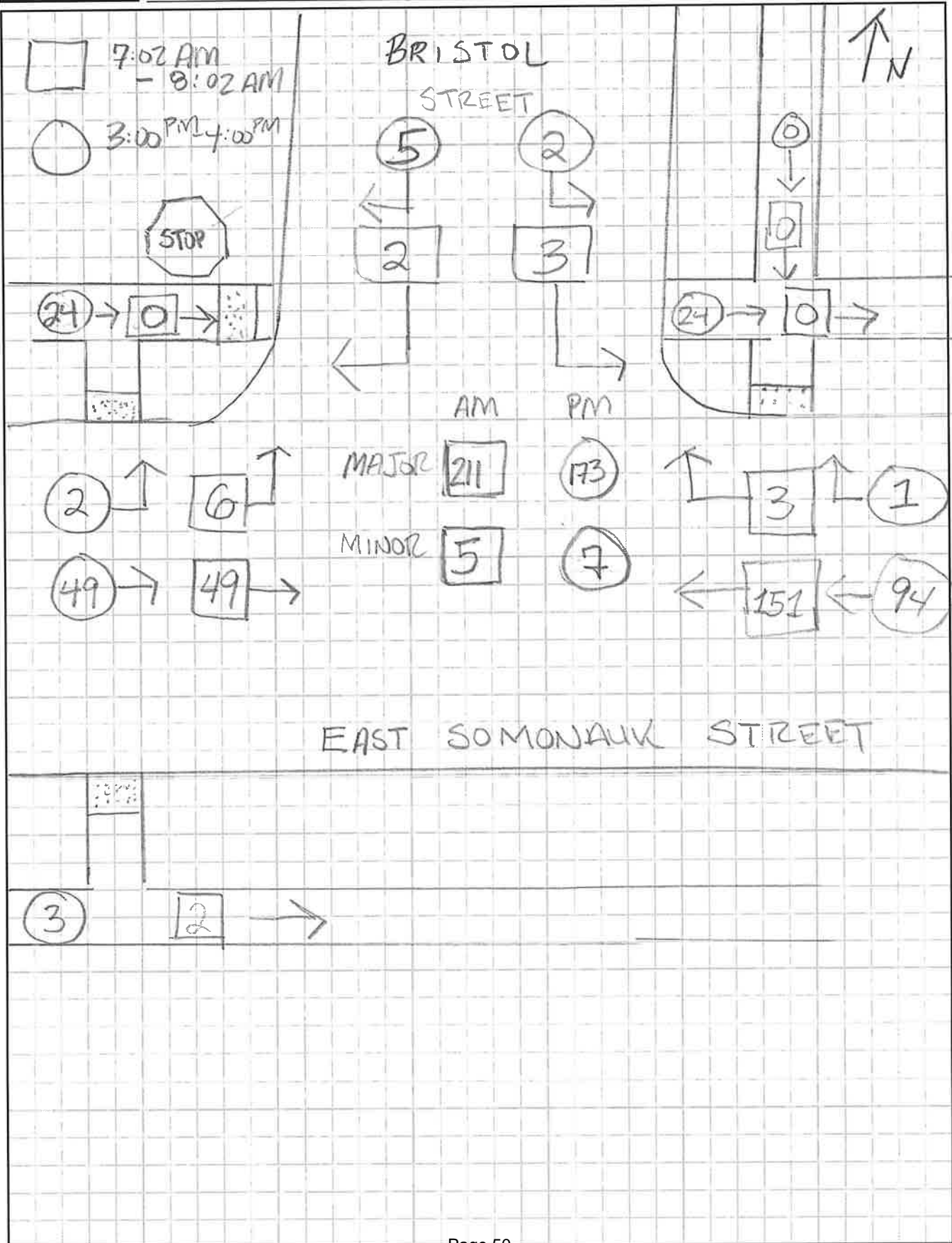
BY GAB

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

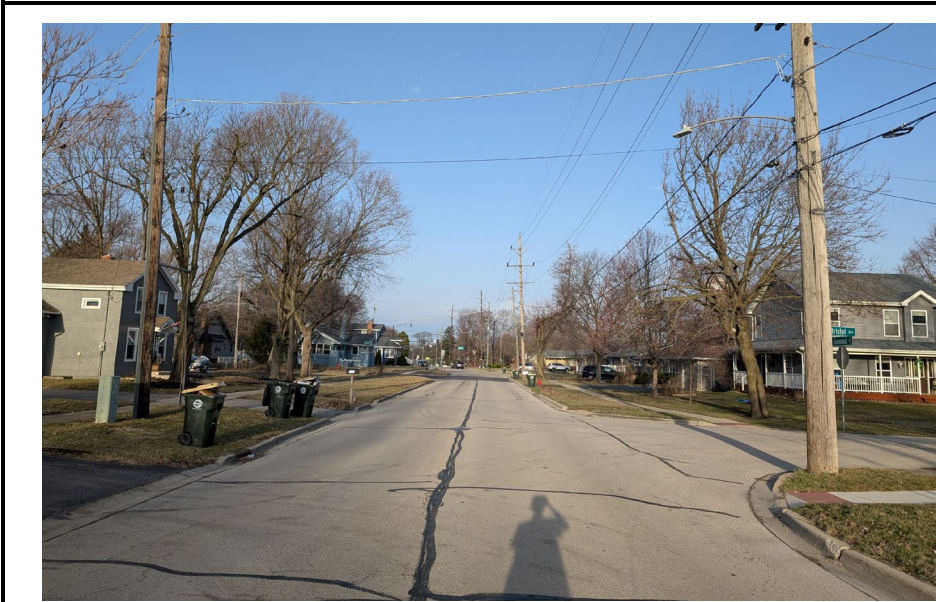
PAGE 1

OF 1





INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET



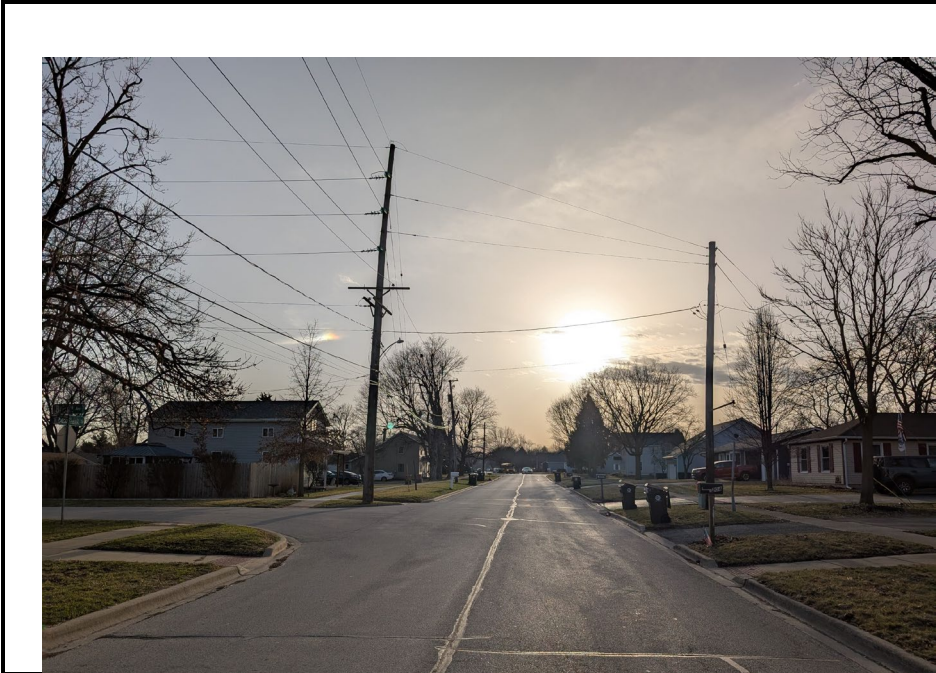
EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING WEST



EAST SOMONAUK STREET
WESTBOUND APPROACH
FACING NORTH



INTERSECTION SIGHT ANALYSIS – EAST SOMONAUK STREET AND BRISTOL STREET



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING EAST



EAST SOMONAUK STREET
EASTBOUND APPROACH
FACING NORTH



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

Y003

Page 56

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

U2 Towed Due To: ☐ Disabling Damage

U1 Towed By / To: 000

U2 Towed By / To: 000

U1 Damage Extent: ☐ Not Disabling Damage

U2 Damage Extent: ☐ Not Disabling Damage

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

USDOT NO.

Source of above

G/VWR/GCWR

Were HAZMAT placards on vehicle?

If yes, name on placard

4 digit UN NO.

☐ Interstate

☐ Intrastate

☐ Not In Comm./Govt.

☐ Not In Comm./Other

☐ Papers

☐ Driver

☐ Log Book

☐ <10,000

☐ 10,000 - 26,000

☐ >26,000

☐ Yes

☐ No

1 digit Hazard Class NO.

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

Did HAZMAT Regulations violation contribute to the crash?

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?

Was a Driver/Vehicle Examination Report form completed?

HAZMAT

MCS

Form Number

DOT PERMIT NO.

TRAILER VIN 1

TRAILER VIN 2

TRAILER WIDTH(S)

TRAILER 1

TRAILER 2

TRAILER LENGTH(S)

TOTAL VEHICLE LENGTH

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>	<div>A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.</div>
<div>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.</div>	
<div>LOCAL USE ONLY</div> <div><div><div>N 41.6488 W -88.4403</div><div>U1 Race: W</div><div>U2 Race: W</div></div><div><div>U1 COLOR Black</div><div>U2 COLOR Gray</div></div><div><div>U1 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE</div><div>U2 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE</div></div><div><div>U1 TOWED BY / TO :</div><div>U2 TOWED BY / TO :</div></div><div><div>DAMAGE EXTENT:</div><div>DAMAGE EXTENT:</div></div><div><div>U1 Drug 1 000</div><div>U1 Drug 2 000</div><div>U2 Drug 1 000</div><div>U2 Drug 2 000</div></div></div>	
<div>LARGE TRUCK, BUS, OR HM VEHICLE</div> <div>IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.</div> <div>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).</div> <div><div>UNIT</div><div>CARRIER NAME</div><div>ADDRESS</div></div> <div><div>CITY/STATE/ZIP</div><div>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</div><div>USDOT NO. ILLCC NO.</div><div>Source of above <input type="checkbox"/> Side of Truck <input type="checkbox"/> Papers <input type="checkbox"/> Driver <input type="checkbox"/> Log Book <input type="checkbox"/> GVWR/GCWR <input type="checkbox"/> <10,000 <input type="checkbox"/> 10,000 - 26,000 <input type="checkbox"/> >26,000</div><div>Were HAZMAT placards on vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name on placard 1 digit Hazard Class NO.</div><div>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</div><div><div>IDOT PERMIT NO. WIDELOAD? <input type="checkbox"/> Y <input type="checkbox"/> N</div><div>TRAILER VIN 1</div><div>TRAILER VIN 2</div><div>TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div><div>TRAILER 1 <input type="checkbox"/> TRAILER 2 <input type="checkbox"/></div><div>TRAILER LENGTH(S) 1 ft 2 ft NO. OF AXLES</div><div>TOTAL VEHICLE LENGTH ft NO. OF AXLES</div><div>SELECT CODES FROM BACK OF CRASH BOOKLET VEHICLE CONFIG. CARGO BODY TYPE LOAD TYPE</div></div></div>	

ANV

MANV	03	1	U1	U2
TYPE OF REPORT				
ON SCENE TYPE				
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:

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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 ☐ 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?

[illegible]

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

VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

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

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

U1 COLOR	Gray
----------	------

Blue

U1 Drug 1	000
-----------	-----

U2 Drug 1 000

U2 Drug 2

☐ U1 TOWED ☐ DISABLING DAMAGE

GE	DAMAGE EXTENT:
----	----------------

U1 TOWED BY / TO:

1

DOE TO

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	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
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Table 1

Sheet 1 of 1 Sheets

UNIT				OFFICER ID	SIGNATURE	BEAT / DIST	S
2	<input type="checkbox"/>						
3	<input type="checkbox"/>						

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TIME	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Workers present? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	30 U2
------	---	---	----------

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	<input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: 3			
U2 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE	<input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: 3			

LARGE TRUCK, BUS, OR HM VEHICLE

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

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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 <input type="checkbox"/> 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 UNO.	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 <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"
TRAILER 1	<input type="checkbox"/>	<input type="checkbox"/>
TRAILER 2	<input type="checkbox"/>	<input type="checkbox"/>
TRAILER LENGTH(S)	1	2
TOTAL VEHICLE LENGTH	ft	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

MANV	1	1	U2
TYPE OF REPORT			
SCENE (DESK RECORDED)			
TOWNSHIP			
L			
INFORMATION SYSTEM			
NO <input type="checkbox"/> UNK <input type="checkbox"/>			
OWNER (LAST, FIRST, MIDDLE)			
STREET, CITY, STATE, ZIP			
ET			
INFORMATION SYSTEM			
NO <input type="checkbox"/> UNK <input type="checkbox"/>			
OWNER (LAST, FIRST, MIDDLE)			
ADDRESS (STREET, CITY, STATE, ZIP)			
(NAME)			
DAMAGED P			
T / 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) _____

At Intersection With: **MCHUGH ROAD**

Driver: ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ EQUES ☐ NMV ☐ NCV ☐ DV

State: _____ Date of Birth: _____

Name (Last, First, M): _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Eins Agency: _____

Hospital (Taken To): _____

Driver: ☐ PARKED ☐ DRIVERLESS ☐ PED ☐ EQUES ☐ NMV ☐ NCV ☐ DV

State: _____ Date of Birth: _____

Name (Last, First, M): _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Eins Agency: _____

Hospital (Taken To): _____

Unit: (SEAT) (DOB) (SEX) (SAFT) (AIR) (INJ) (EJCT) (EPH) (PASSENGERS & WITNESSES ONLY)

Unit 2: _____

Unit 3: _____

Unit 1: _____

Unit 2: _____

Unit 3: _____

Unit 1: _____

Unit 2: _____

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 VEERED 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 FURTHER 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.

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	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	WIDELOAD?	<input type="checkbox"/> Y <input type="checkbox"/> N
IDOT PERMIT NO.	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		

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?*
 16. *What are the quinary outcomes of the study?*
 17. *What are the senary outcomes of the study?*
 18. *What are the septenary outcomes of the study?*
 19. *What are the octenary outcomes of the study?*
 20. *What are the nonary outcomes of the study?*
 21. *What are the decenary outcomes of the study?*
 22. *What are the undecenary outcomes of the study?*
 23. *What are the duodecenary outcomes of the study?*
 24. *What are the tredecenary outcomes of the study?*
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 26. *What are the quindecenary outcomes of the study?*
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 90. *What are the nonavigintigintigintigintigintigintenary outcomes of the study?*
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 92. *What are the unvigintigintigintigintigintigintigintenary outcomes of the study?*
 93. *What are the bivigintigintigintigintigintigintigintenary outcomes of the study?*
 94. *What are the trivigintigintigintigintigintigintigintenary outcomes of the study?*
 95. *What are the quadvigintigintigintigintigintigintigintenary outcomes of the study?*
 96. *What are the quinvigintigintigintigintigintigintigintenary outcomes of the study?*
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 98. *What are the septenvigintigintigintigintigintigintigintenary outcomes of the study?*
 99. *What are the octovigintigintigintigintigintigintigintenary outcomes of the study?*
 100. *What are the nonavigintigintigintigintigintigintigintenary outcomes of the study?*

IY003

Page 71

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 <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: <input type="checkbox"/> NOT DISABLING DAMAGE <input type="checkbox"/> DISABLING DAMAGE	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 _____	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

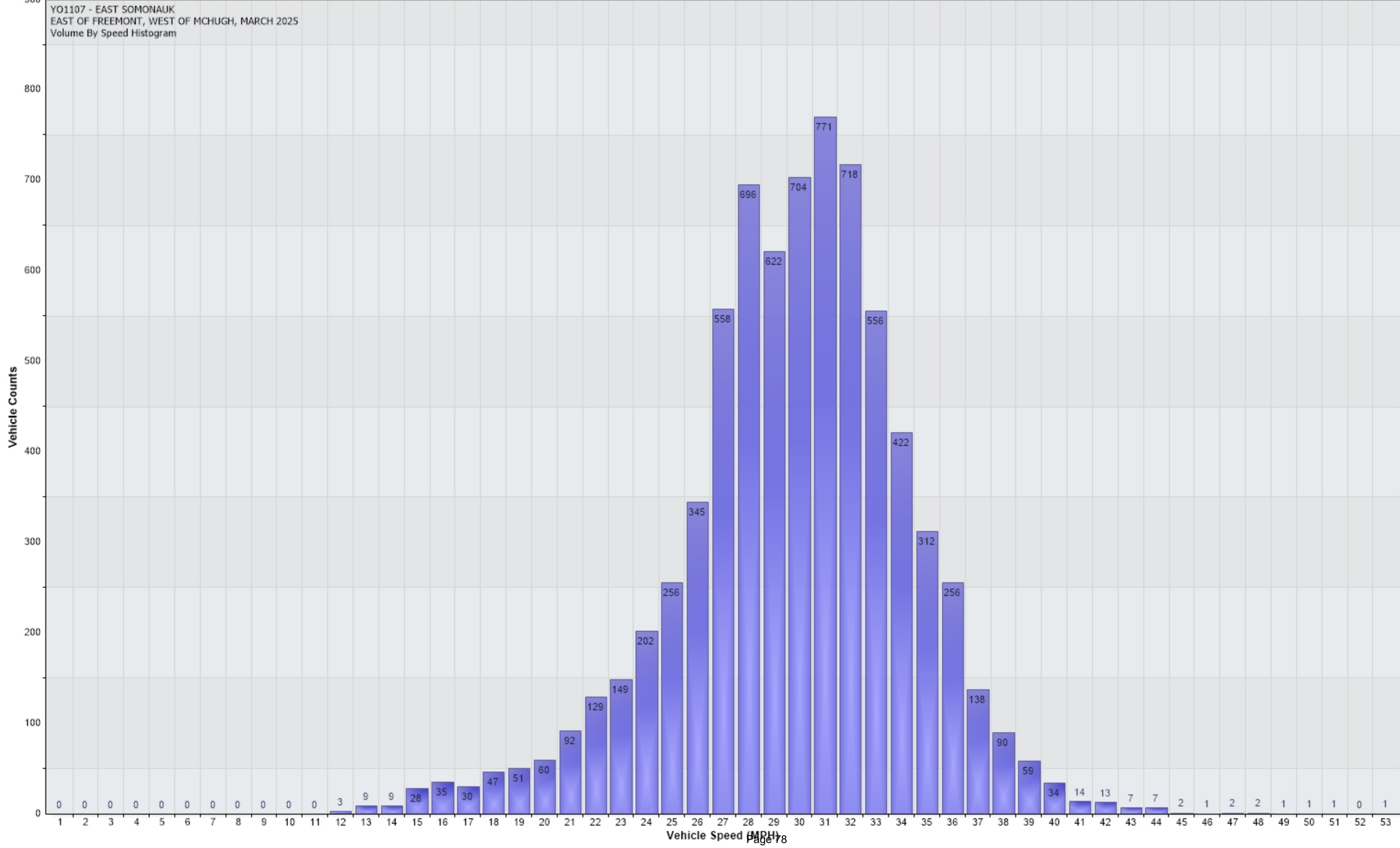
from Thu-Mar-20-2025-02-00-PM to Thu-Mar-27-2025-12-59-PM

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

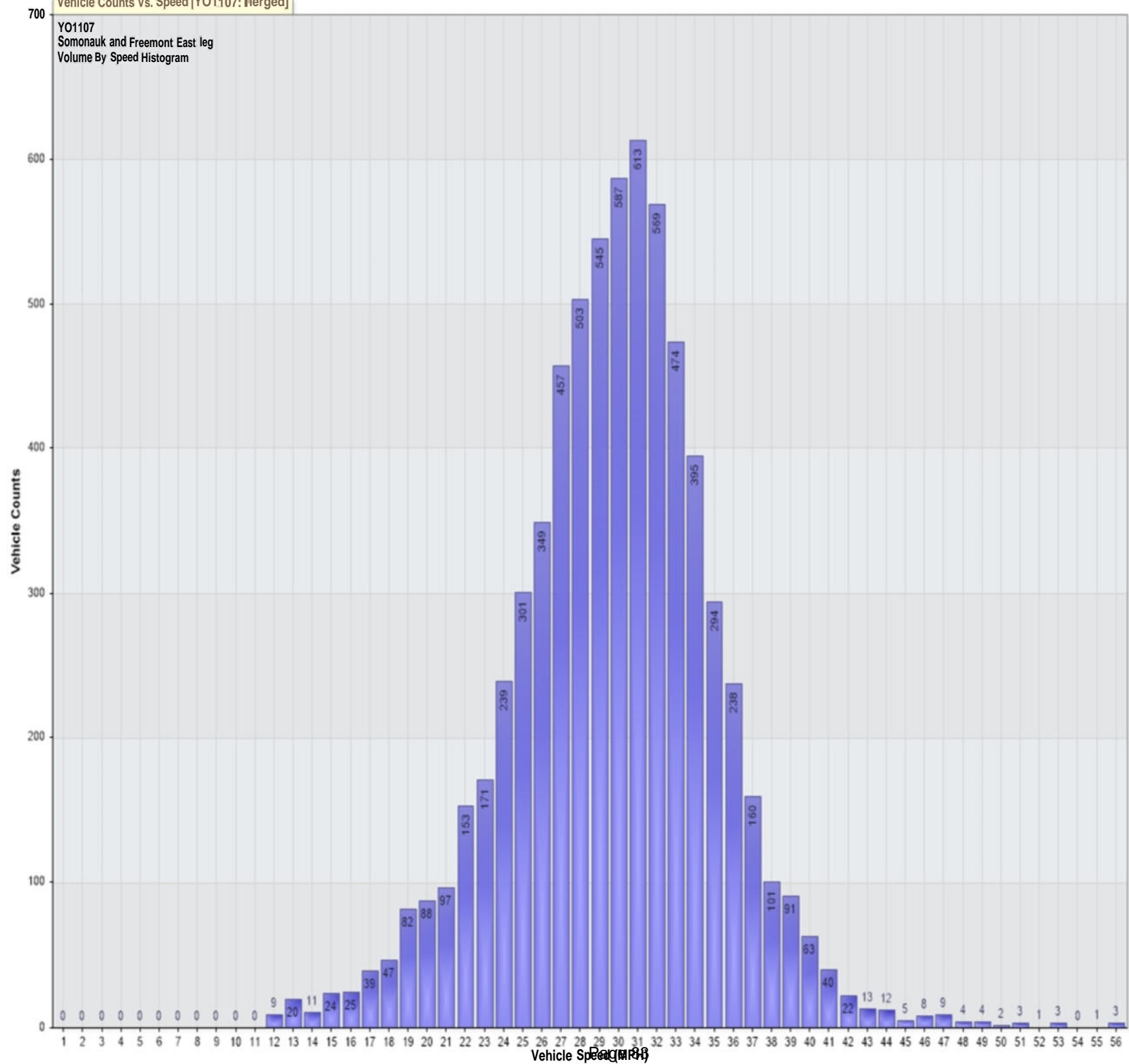
										Page 1
	2/16/2021	to	2/22/2021							
	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Week	Weekend	Week Day 85%
Hour	2/16/2021	2/17/2021	2/18/2021	2/19/2021	2/20/2021	2/21/2021	2/22/2021	Day Avg	Avg	Avg Speed
0 - 1	23.67	*	*	*	*	*	*	23.67	*	32
1 - 2	30	*	*	*	*	*	*	30	*	34
2 - 3	20.86	*	*	*	*	*	*	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

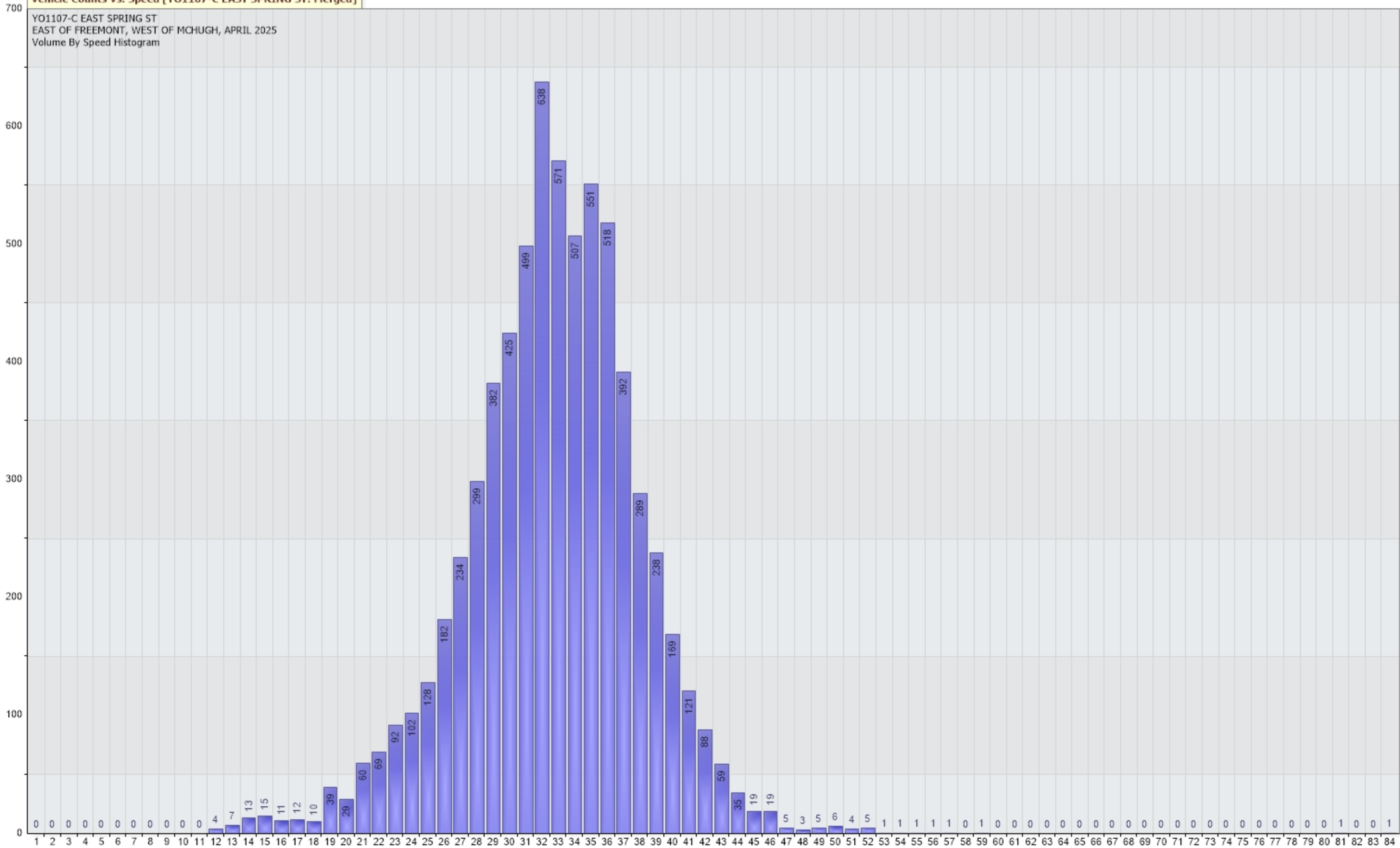
from Thu-Mar-27-2025-04-00-PM to Fri-Apr-04-2025-07-59-AM

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.

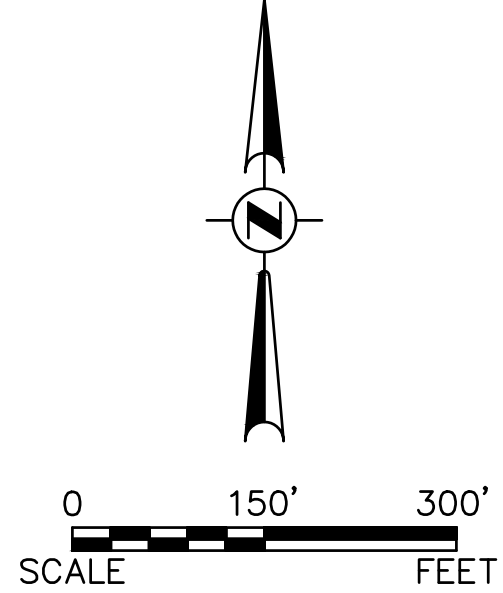
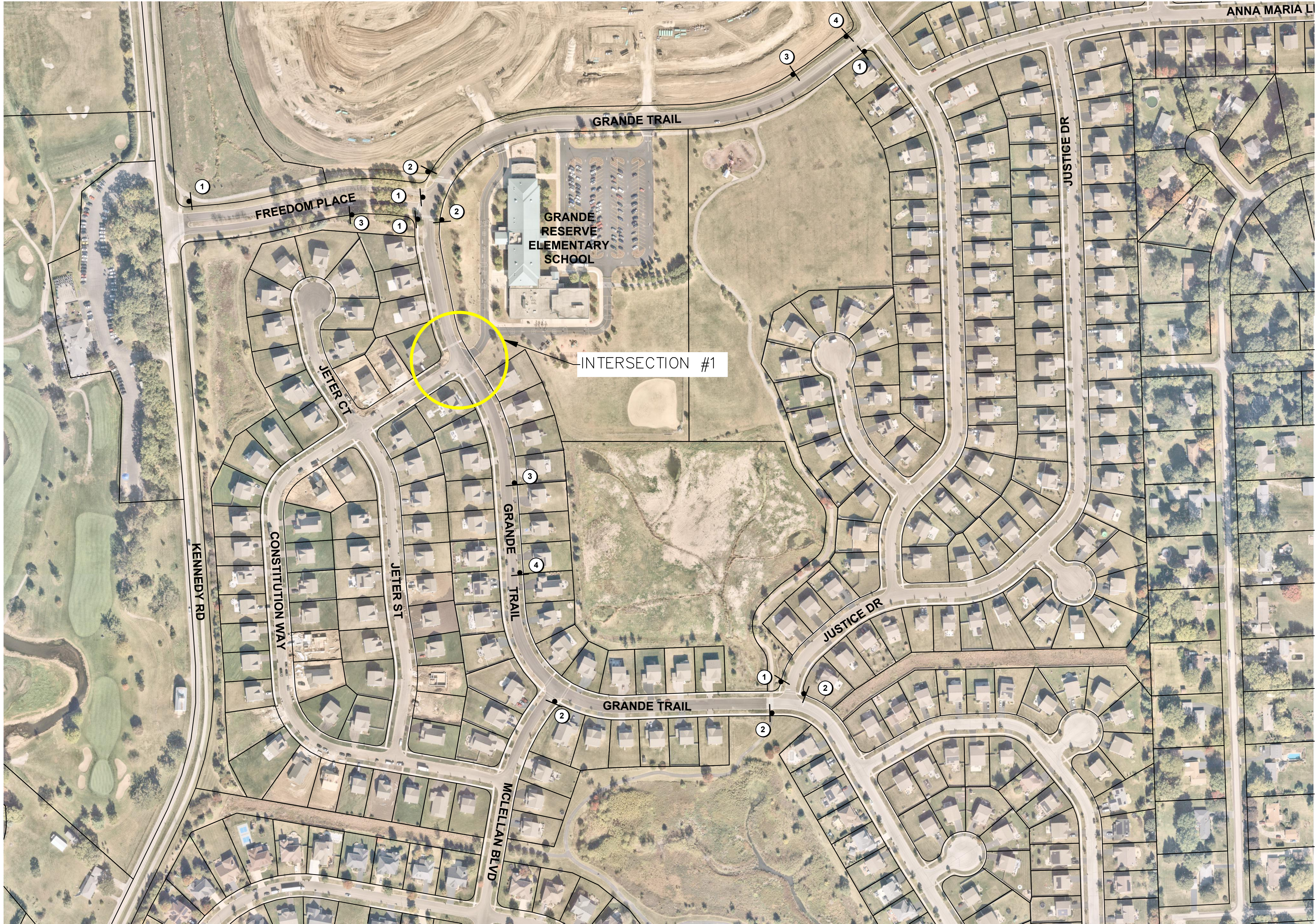
1. Grande Trail and Constitution Way

- **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.**

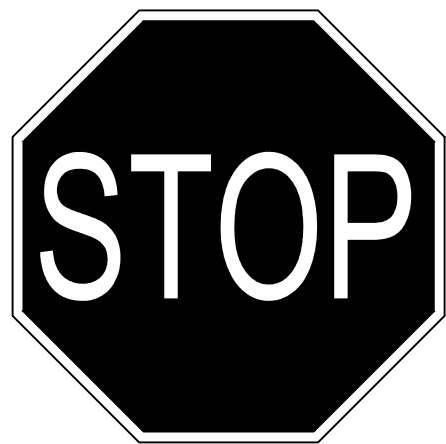
The pages attached to this memorandum include existing and proposed traffic control exhibits, preliminary engineering study forms, intersection traffic counts, intersection sight distance photos, and the correspondence with the United City of Yorkville's Police Department regarding relevant crash data. 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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Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

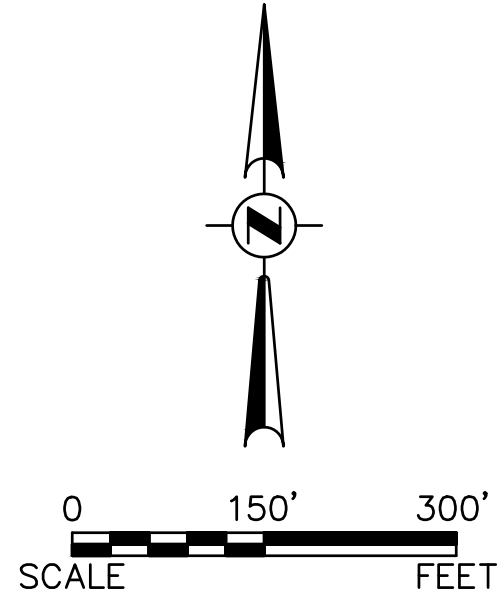
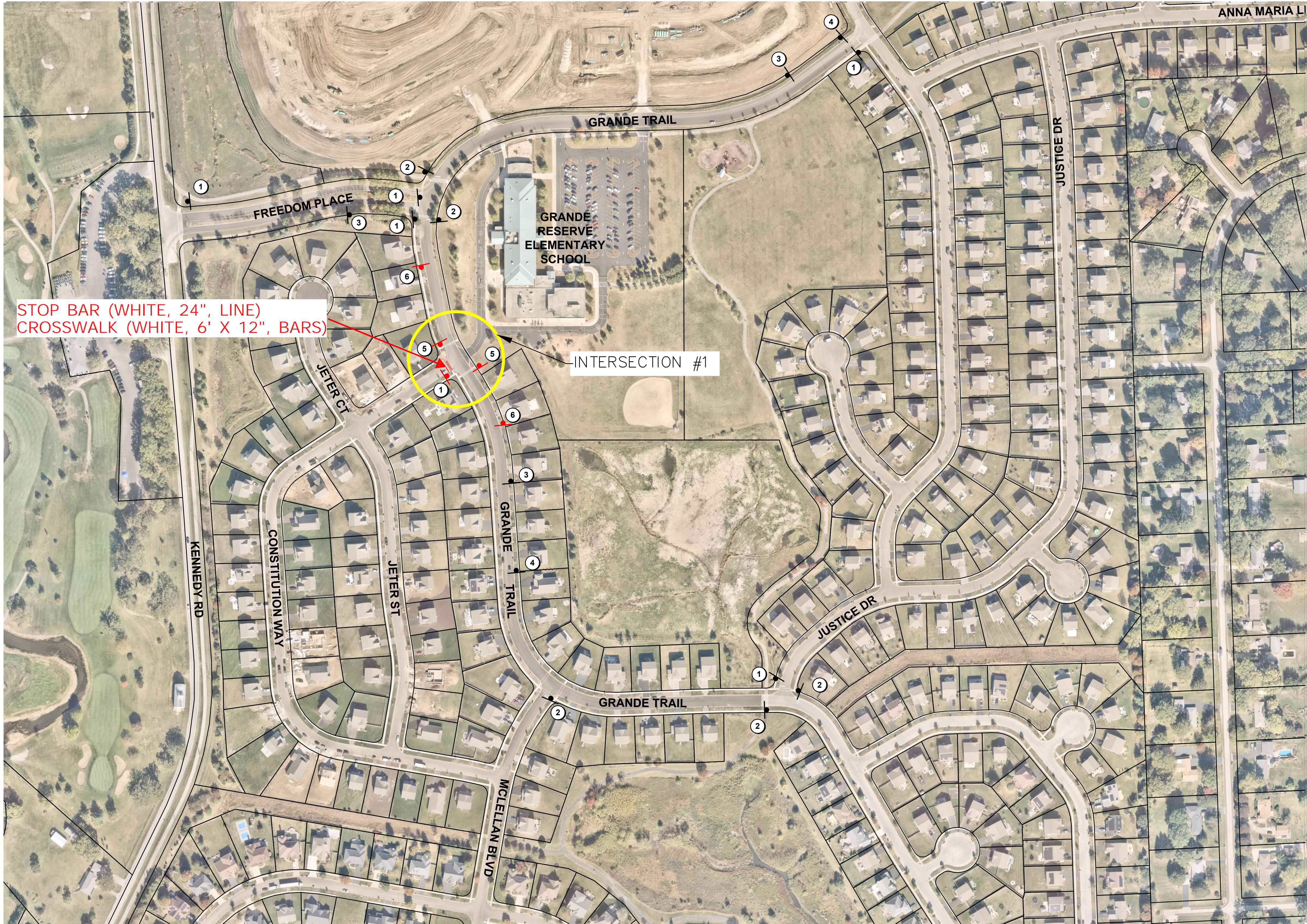
NO.	DATE	REVISIONS	

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

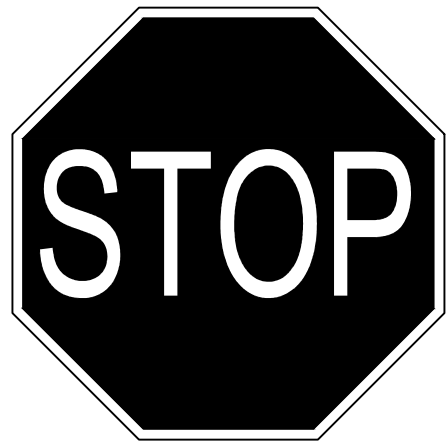
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SYMBOL LEGEND

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- PROPOSED SIGN
- PROPOSED PAVEMENT STRIPING

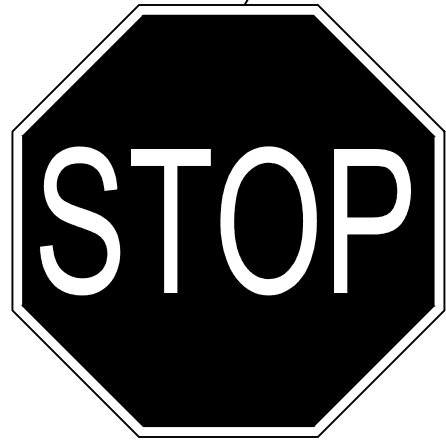
SIGN LEGEND



R1-1
①



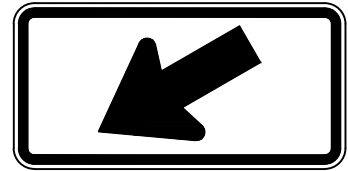
S4-5
④



R1-1
②



S1-1



W16-7pL
⑤



③

S4-3P

R2-1

S4-2P



S1-1



W16-9p
⑥

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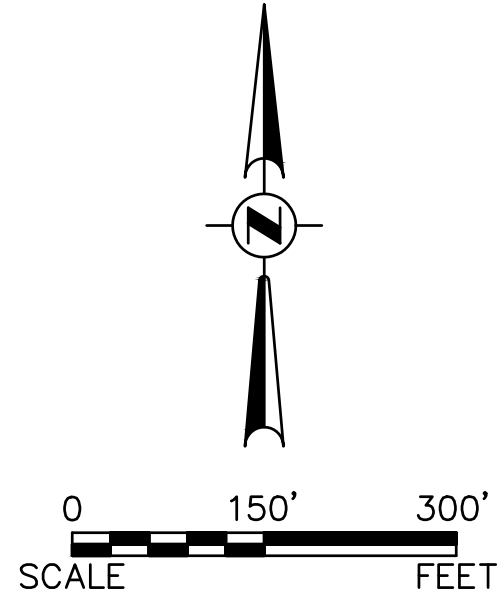
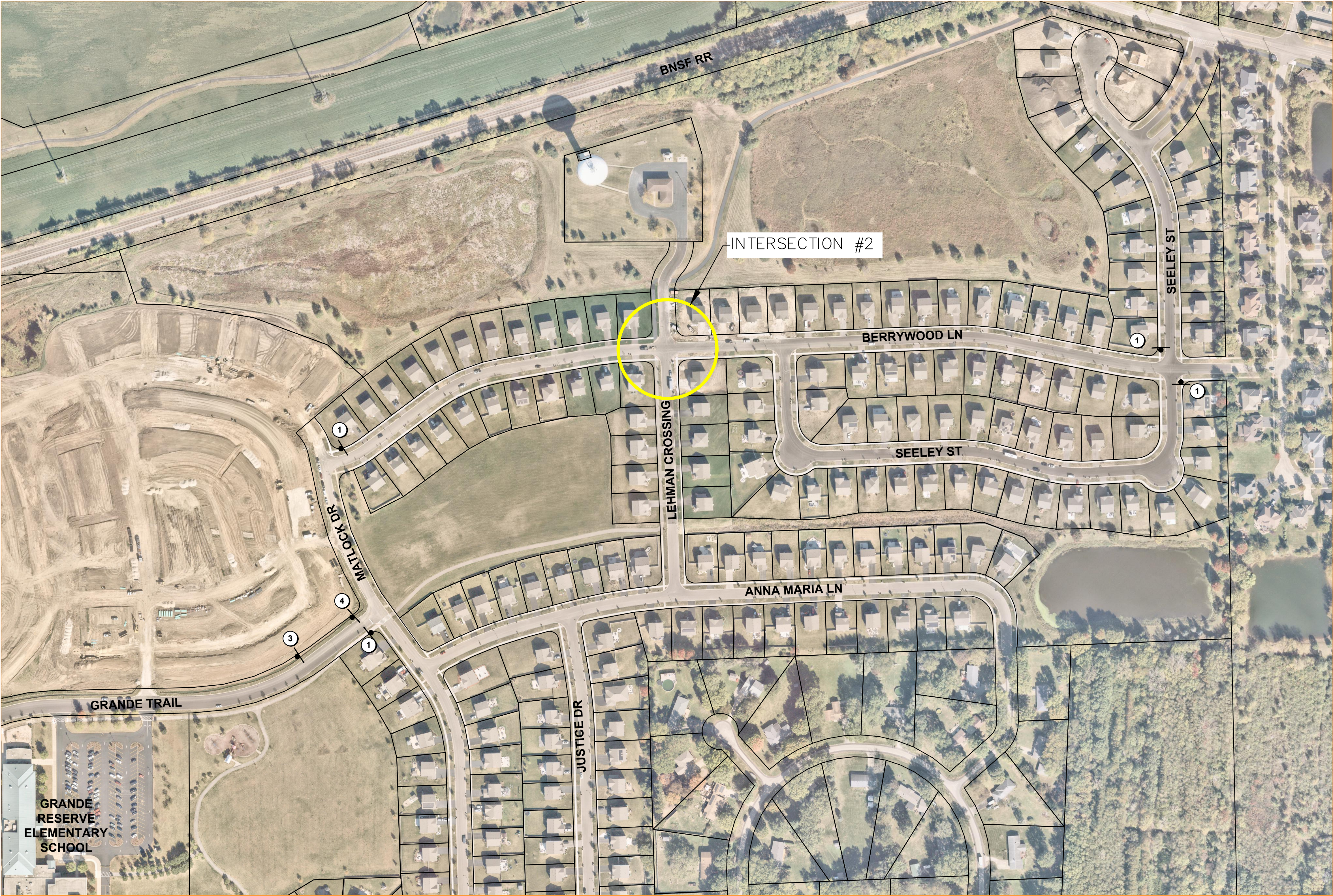
NO.	DATE	REVISIONS

**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

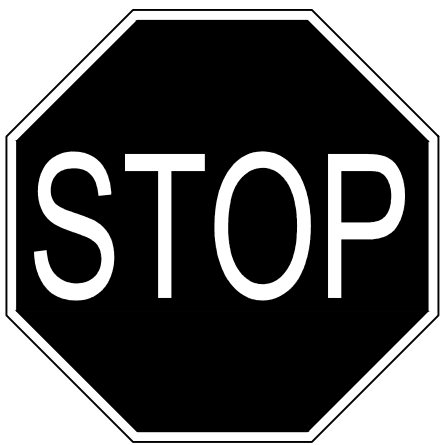
PAINTER: SUSAN PROVO - YORKVILLE 2011 Y01107 QWS EXHIBIT Y01107-INTERSIGN



SYMBOL LEGEND

EXISTING SIGN

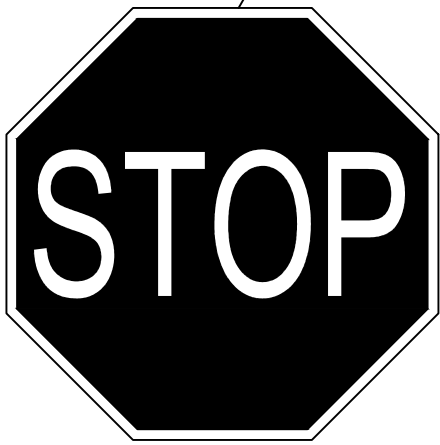
SIGN LEGEND



R1-1
①



S4-5
④



R1-1
②



S4-3P



R2-1



S4-2P

③

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printed FULL size.
Adjust stated
scales to print size.

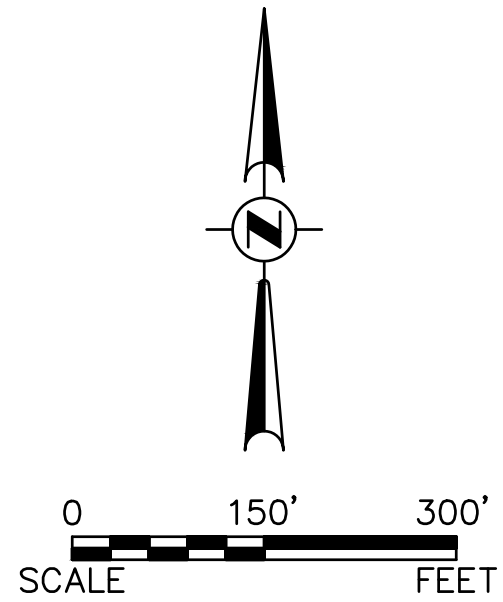
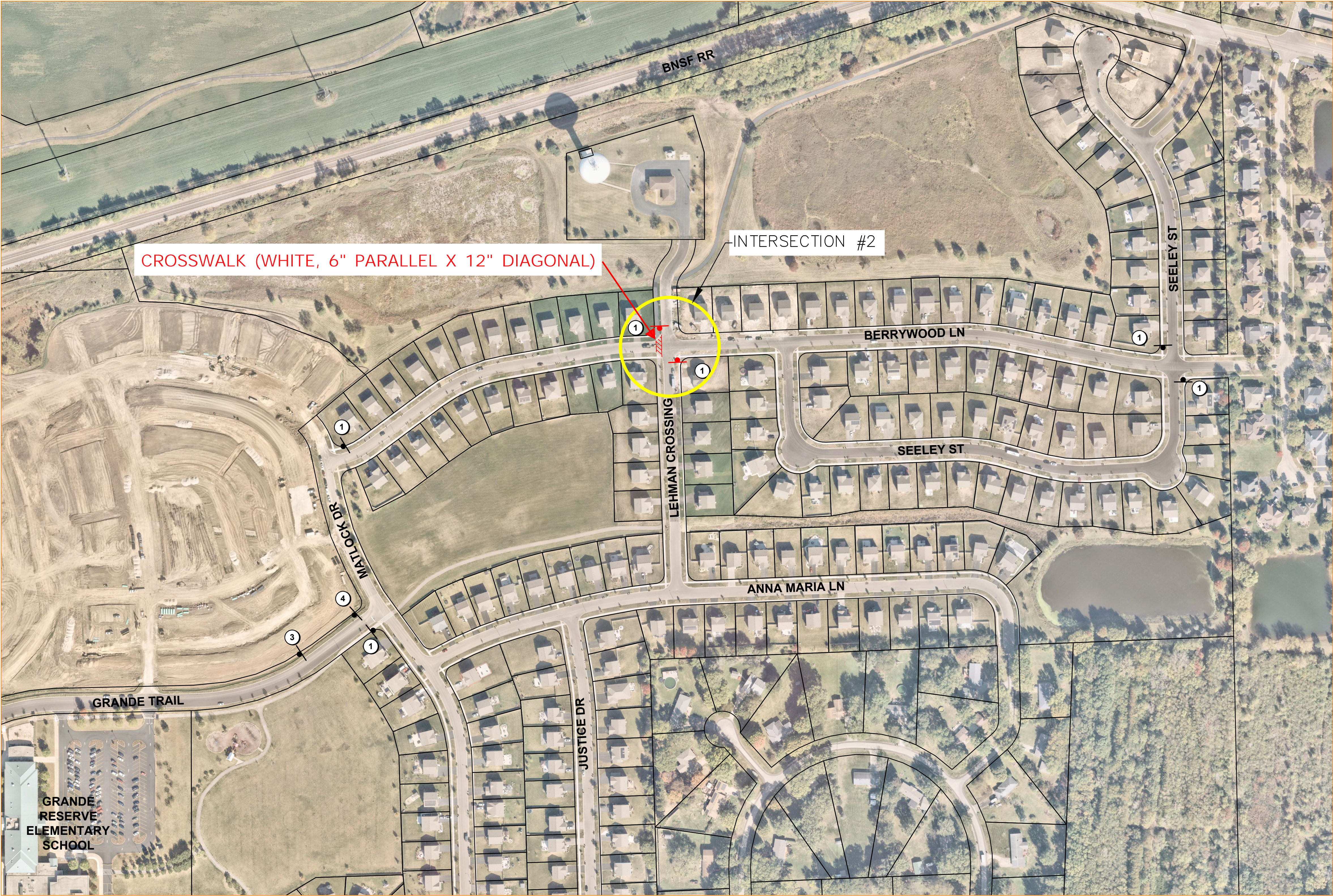
NO.	DATE	REVISIONS

**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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scales to print size.

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

PAINTER: 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.

<u>Criteria Met</u>			<u>Criteria**</u>	
Yes	Additional Study Required	No		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

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40°F - Sunny

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PROJECT GRANDE RESERVE

PROJECT NUMBER 401107

SUBJECT INTERSECTION #1

BY GAB

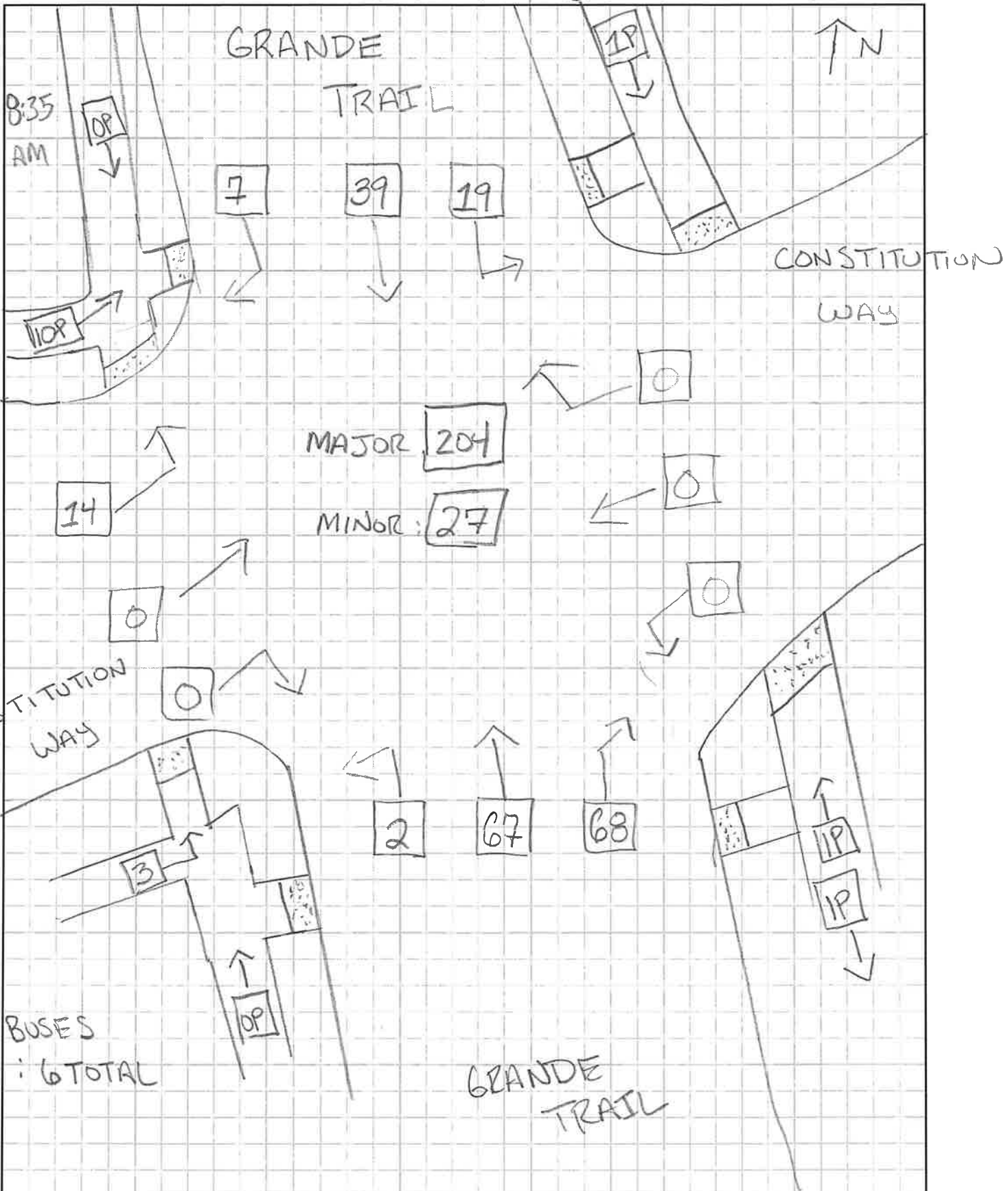
DATE 04/07/2025

GRANDE TRAIL + CONSTITUTION WAY

PAGE 1

OF 1

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INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY

	<p>GRANDE TRAIL SOUTHBOUND APPROACH FACING SOUTH</p>
	<p>GRANDE TRAIL SOUTHBOUND APPROACH FACING EAST</p>



INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



GRANDE TRAIL
SOUTHBOUND APPROACH
FACING WEST



GRANDE TRAIL
NORTHBOUND APPROACH
FACING NORTH



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INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY

	<p>GRANDE TRAIL NORTHBOUND APPROACH FACING WEST</p>
	<p>GRANDE TRAIL NORTHBOUND APPROACH FACING EAST</p>



INTERSECTION SIGHT ANALYSIS – GRANDE TRAIL AND CONSTITUTION WAY



CONSTITUTION WAY
EASTBOUND APPROACH
FACING EAST



CONSTITUTION WAY
EASTBOUND APPROACH
FACING NORTH



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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



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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.

<u>Criteria Met</u>			<u>Criteria**</u>
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.

<u>Criteria Met</u>			<u>Criteria**</u>	
Yes	Additional Study Required	No		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

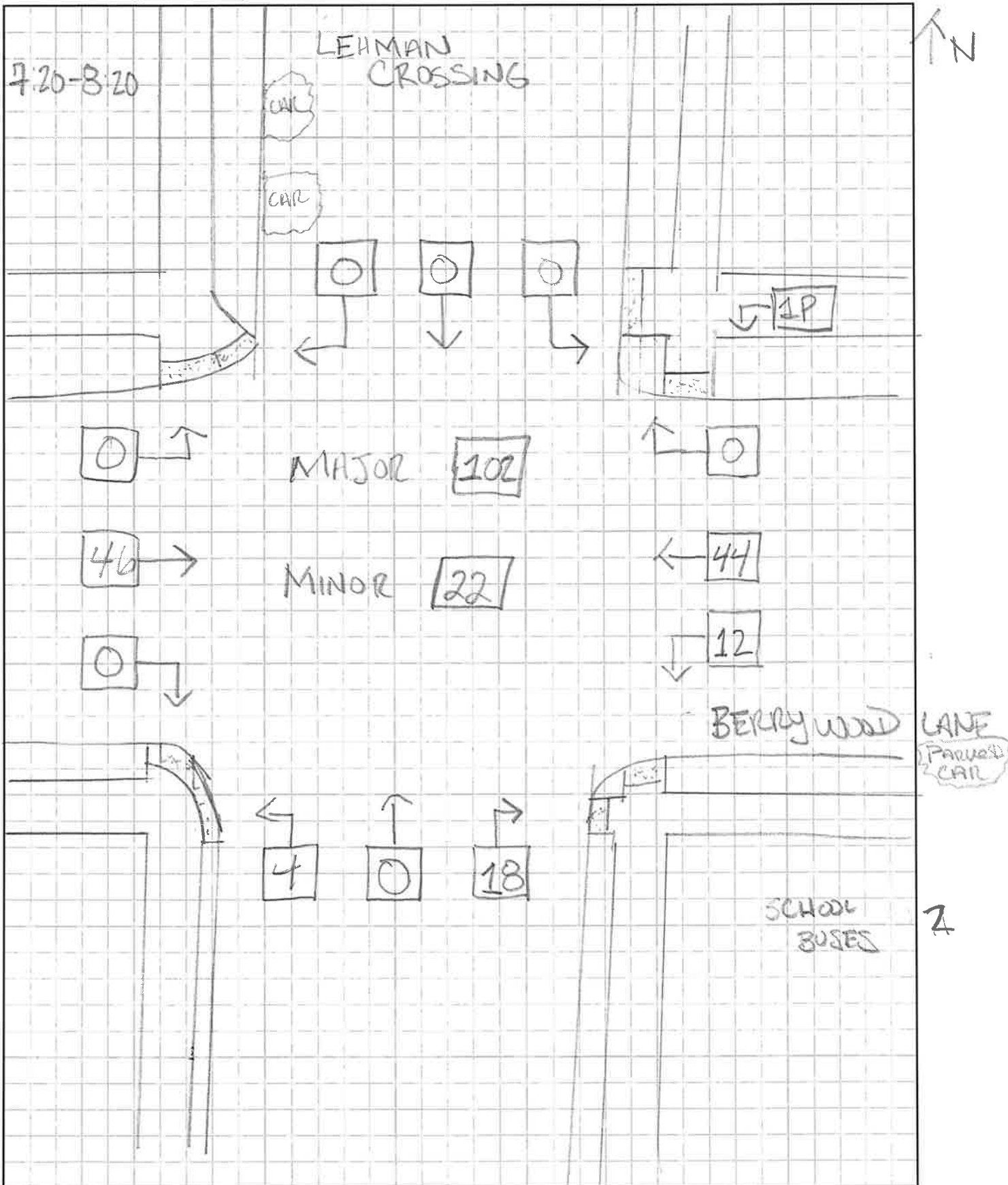
BY GAB

DATE 04/04/25

BERRYWOOD LN & LEHMAN CROSSING

PAGE 1

OF 1





INTERSECTION SIGHT ANALYSIS – BERRYWOOD LANE AND LEHMAN CROSSING

	<p>BERRYWOOD LANE EASTBOUND APPROACH FACING EAST</p>
	<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



BERRYWOOD LANE
EASTBOUND APPROACH
FACING SOUTH



LEHMAN CROSSING
NORTHBOUND APPROACH
FACING NORTH



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
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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



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 / Cell: 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

Consent Agenda #4

Tracking Number

PW 2025-48

Agenda Item Summary Memo

Title: Grande Reserve Unit 8 – Performance Guarantee Release

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-48

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



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.

**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 _____

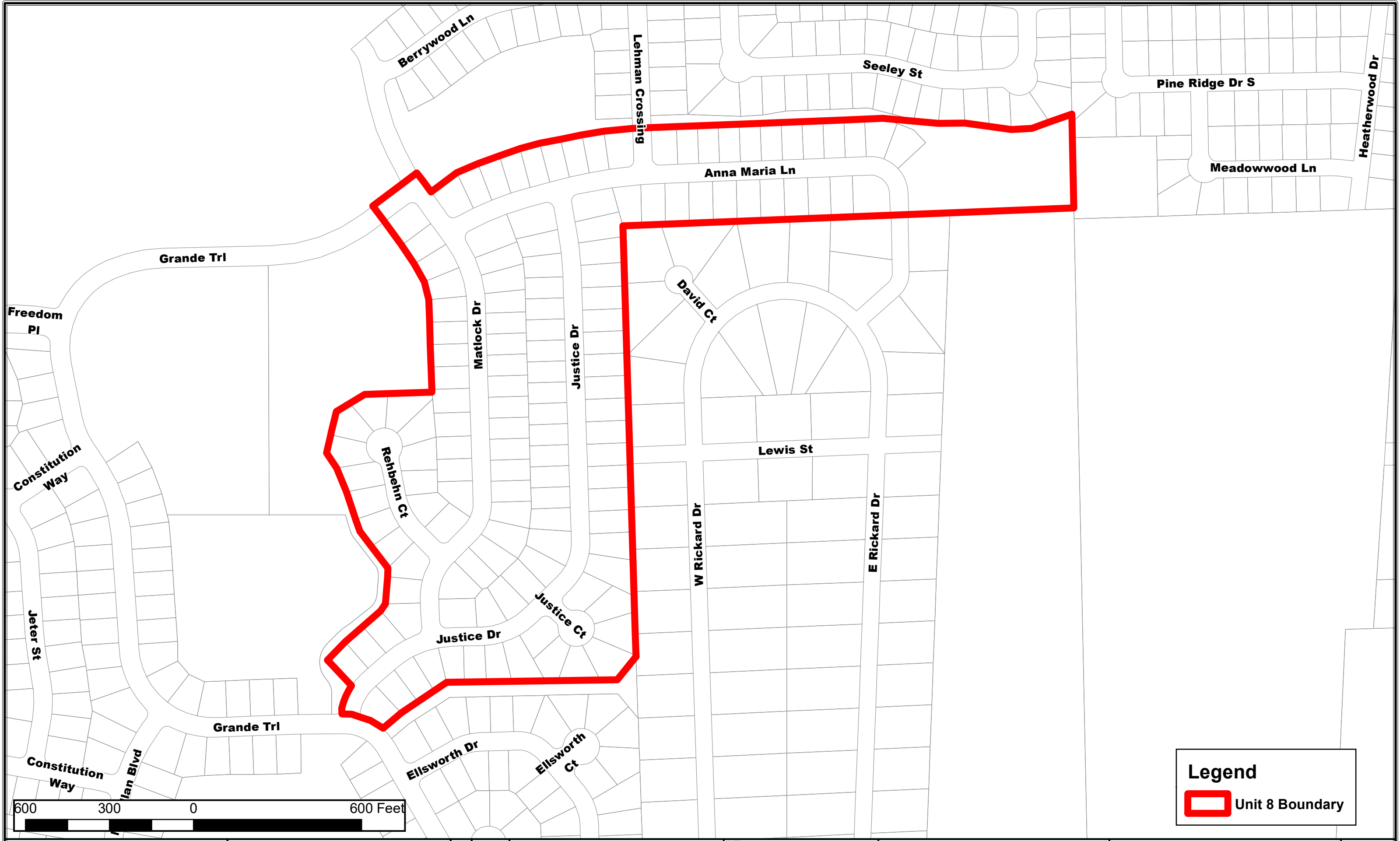
RUSTY HYETT _____

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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2025-54

Agenda Item Summary Memo

Title: Faxon and Beecher Road Reconstruction – Contract Award

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-54

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.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO COMPLETE RECONSTRUCTION OF FAXON
ROAD AND BEECHER ROAD**

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, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Edlamain and Faxon Roads for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively, the “C1 Project”); and

WHEREAS, the C1 Project will require reconstruction of certain sections of Faxon Road and Beecher Road within the City of Yorkville (the “Road Reconstruction Project”); and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Road Reconstruction Project on the condition that C1 Yorkville bear all costs incurred in constructing the Road Reconstruction Project; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to complete the Road Reconstruction Project and a public bid opening was held at 10:00 a.m. on May 9, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 with a total bid amount of \$1,383,588,94 (the “Project Cost”); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by D. Construction, Inc. be accepted, contingent upon receipt of funds from C1 Yorkville to pay the Project Cost.

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 D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 to complete the Road Reconstruction Project at a cost of \$1,383,588,94 is the lowest responsible bid, and therefore accept the bid contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

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

[Remainder of page intentionally left blank. Roll call vote follows.]

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

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.

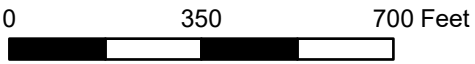


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

Consent Agenda #6

Tracking Number

PW 2025-55

Agenda Item Summary Memo

Title: Faxon and Beecher Road Reconstruction Construction Engineering Agreement

Meeting and Date: City Council – May 27, 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: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-55

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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 PERSON	PIC	PM	SPE 1	PE	SPT 2	PS	ADMIN	HOURS	COST
		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								



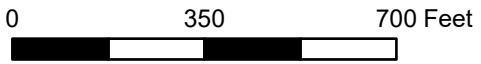


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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:	
		FILE:	YO2435_Reconstruction_Map
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

Consent Agenda #7

Tracking Number

PW 2025-56

Agenda Item Summary Memo

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

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-56

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

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

Consent Agenda #8

Tracking Number

PW 2025-57

Agenda Item Summary Memo

Title: Southern Sanitary Sewer Connection & Eldamain Water Main Loop South BNSF Agreements

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-57

Type of Vote Required: Majority

Council Action Requested: Acceptance of BNSF License Agreements

Submitted by: Brad Sanderson

Name

Engineering

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.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
APPROVING A LICENSE AGREEMENT WITH BNSF RAILWAY TO
PERMIT THE CITY OF YORKVILLE TO RUN CERTAIN SANITARY
SEWERS AND WATER LINES UNDERNEATH RAILROAD TRACKS**

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, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”), submitted a proposal to the City to develop approximately 229 acres at the northeast corner of Eldamain and Faxon Roads (the “Development Site”) for the purpose of developing a secured data center campus with nine buildings, six stormwater basins and an on-site electric substation (collectively, the “C1 Project”); and

WHEREAS, the C1 Project will require the City to extend water and sewer service to the Development Site, including the engineering design for the extensions and acquisition of required temporary and permanent easements necessary to construct the C1 Project (the “Utility Project”); and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) approved City of Yorkville Ordinance No. 2024-31 on July 9, 2024, approving certain agreements with C1 Yorkville, wherein the City agreed to construct the Utility Project on the condition that C1 Yorkville bear all costs incurred in constructing the Utility Project; and

WHEREAS, as part of the Utility Project, water mains and sanitary sewers will need to be installed near Beecher Road where Beecher Road intersects with railroad tracks owned by BNSF Railway (“BNSF”); and

WHEREAS, to run water mains and sanitary sewers across the BNSF-owned railroad tracks, the City is required to enter into a license agreement with BNSF; and

WHEREAS, it is therefore recommended that the City enter into two License Agreements with BNSF, attached hereto as *Exhibit A* and *Exhibit B*, for a combined cost of \$7,400 (the “Project Cost”), said cost to be paid by C1 Yorkville.

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. That the License Agreements with BNSF, attached hereto as *Exhibit A* and *Exhibit B* and made a part hereof by reference, are hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreements on behalf of the United City of Yorkville, contingent on receipt of adequate funds from C1 Yorkville to pay the Project Cost.

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

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.

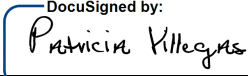
END OF PAGE – SIGNATURE PAGE FOLLOWS

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

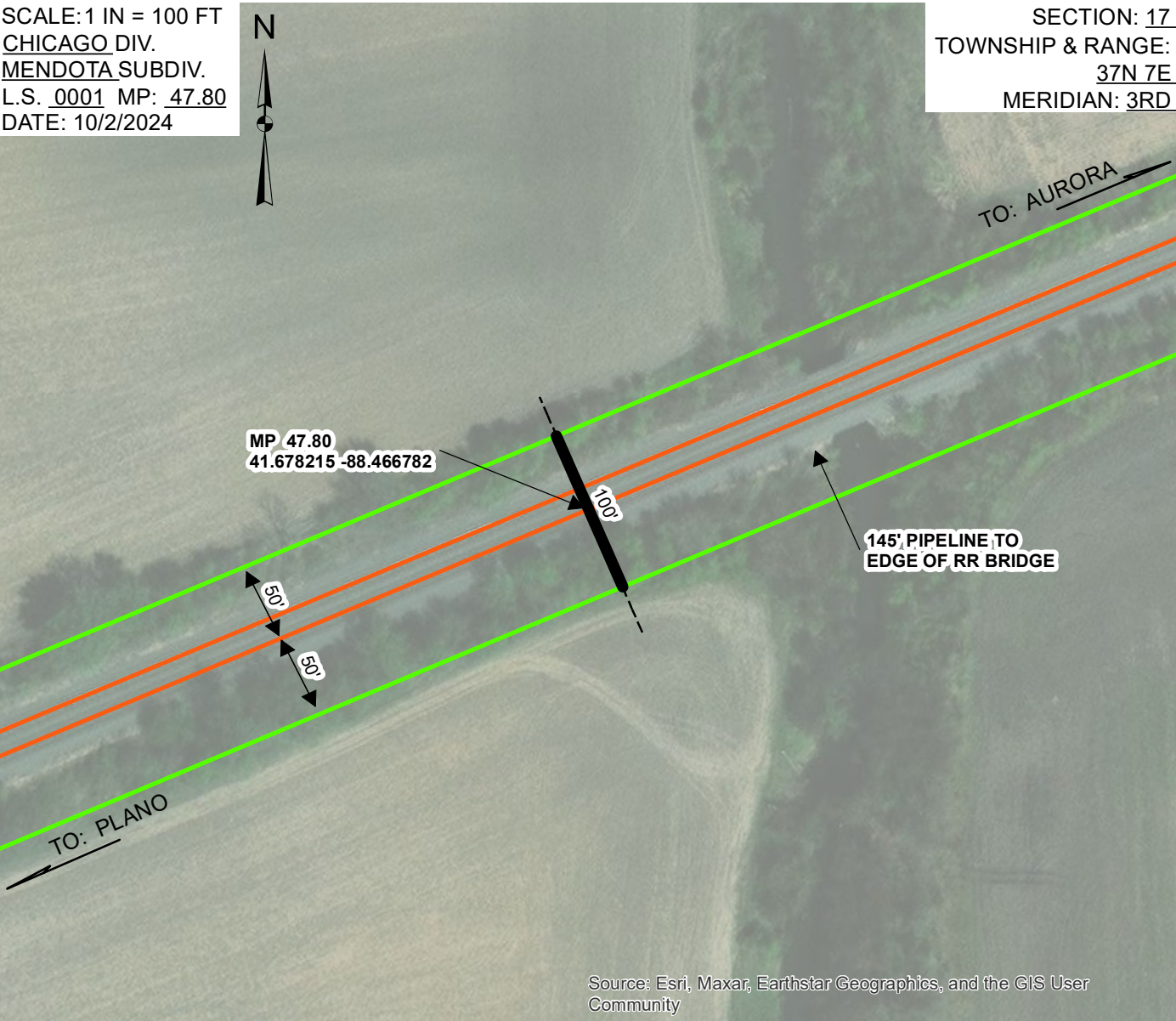
EXHIBIT "A"

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

MAP REF. r50408



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		12'
			CATHODIC PROTECTION		YES

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 Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
 - 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
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.

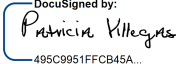
END OF PAGE – SIGNATURE PAGE FOLLOWS

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: 
By: Patricia Villegas
Title: vice President, Permits

LICENSEE:

United City of Yorkville, an Illinois Municipality


By: 
By: Eric Dhuse
Title: Director of Public works

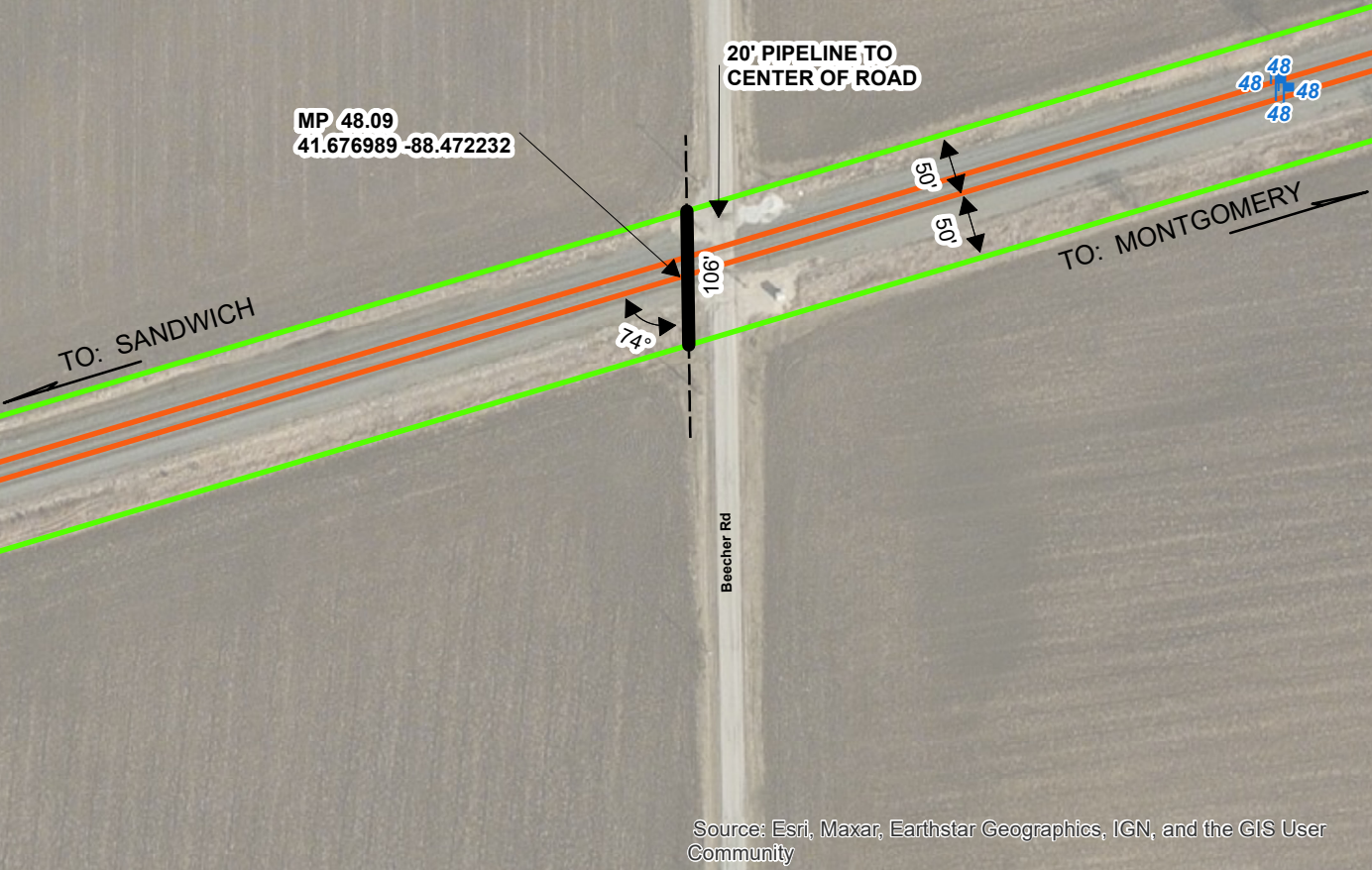
EXHIBIT "A"

SCALE: 1 IN = 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

Consent Agenda #9

Tracking Number

PW 2025-58

Agenda Item Summary Memo

Title: Well 9 Emergency Repair Change Order No. 1

Meeting and Date: City Council – May 27, 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: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-58

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
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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.

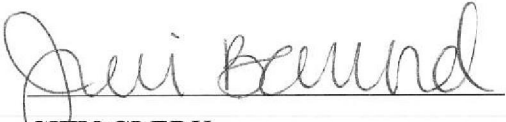
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois:

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.

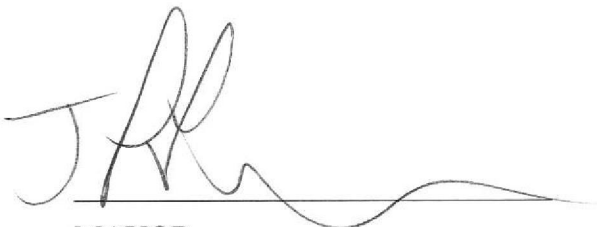
Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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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AURORA, IL 60506
630.897.6941 PHONE
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City of Yorkville WELL NO. 9 INSPECTION REPORT

BOWL ASSEMBLY RECOMMENDATIONS

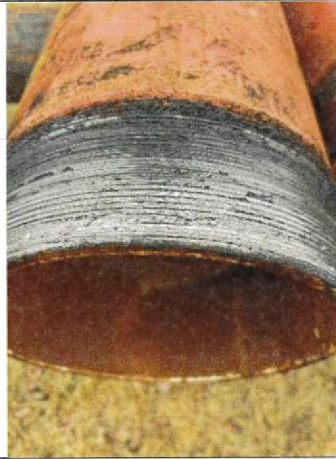
Layne recommends reapplying ceramic coating to the upper volutes of castings as well as reapplication of ceramic coating on all interior components of the pumping assembly due to minor wear. True up the impellers, including deburr/polish collet bores. All bronze wear rings should be replaced due to their 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



Cut pipe due to power tongs not being able to break loose.



Thread damage



I.D. Zinc in good condition



Interior pipe in good condition, no signs of erosion/corrosion, typ.



Heated coupling to break loose, damaged threads.



Upper surge check valve, to be replaced

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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AURORA, IL 60506
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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"/>	NO	<input type="checkbox"/>	
RECOMMENDATIONS:					

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 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

Consent Agenda #10

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: City Council – May 27, 2025

Synopsis: Proposed weight restrictions on certain streets in Kylyns Ridge and
Cannonball Estates subdivisions

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2025-60

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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.

Ordinance No. 2025-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING TITLE 6, CHAPTER 5 OF THE YORKVILLE CITY CODE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”), is a duly organized and validly existing non-home rule municipal corporation created under the provisions of Article VII, Section 7 of the Illinois Constitution of 1970 and the provisions of the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* (the “*Illinois Municipal Code*”) as from time to time supplemented and amended; and

WHEREAS, the Illinois Municipal Code provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City is granted authority to regulate the use of City streets (65 ILCS 5/11-80-2), including regulations concerning the size and weight of vehicles operating on City streets; and

WHEREAS, the City has previous adopted certain size and weight restrictions under Title 6, Chapter 5 of the City’s Code of Ordinances; and

WHEREAS, the Mayor and City Council believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City’s Code of Ordinances be amended to reduce the maximum vehicle weight permitted in the Cannonball Estates and Kylyn’s Ride subdivisions.

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

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Title 3, Chapter 2, Section 6-5-5 of the Yorkville Municipal Code is hereby repealed in its entirety and replaced with the following:

6-5-5: - Gross vehicle weight rating designated:

A. *20,000 lb Restricted Roads:*

- a. Gross vehicle weight rating limit: It shall be unlawful to operate any vehicle with a gross vehicle weight rating, as defined in 625 ILCS 5/1-124.5, in excess of twenty thousand (20,000) pounds on any of the streets herein designated.
- b. B. Generally: Whenever the corporate authorities designate a street as prohibiting such vehicles, they shall cause to be placed and maintained signs giving notice thereof.
- c. Portions of streets designated: The following streets are hereby designated as "twenty thousand (20,000) pounds gross vehicle weight rating limited streets":
 1. E. Main Street (Route 47 to McHugh Road);
 2. McHugh Road (E. Main Street to Route 34);
 3. Corneils Road;
 4. Boombah Boulevard (two thousand one hundred fifty (2,150) feet west of Route 47 to Caledonia Drive);
 5. Baseline Road;
 6. River Road Bridge;
 7. W. Main Street;
 8. Church Street; and
 9. King Street.

B. *16,000 lb Restricted Roads:*

- a. Gross vehicle weight rating limit: It shall be unlawful to operate any vehicle with a gross vehicle weight rating, as defined in 625 ILCS 5/1-124.5, in excess of sixteen thousand (16,000) pounds on any of the streets herein designated.

- b. B. Generally: Whenever the corporate authorities designate a street as prohibiting such vehicles, they shall cause to be placed and maintained signs giving notice thereof.
- c. Portions of streets designated: The following streets are hereby designated as "sixteen thousand (16,000) pounds gross vehicle weight rating limited streets":
 - 1. Blackberry Shore Lane (Northland Lane to dead end);
 - 2. Northland Lane;
 - 3. High Ridge Lane;
 - 4. Norton Lane.

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

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

CITY CLERK

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

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

MAYOR

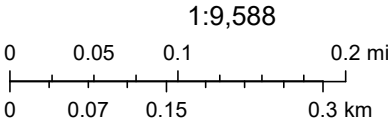
Attest:

CITY CLERK

Kendall County GIS Parcel Viewer Export



5/15/2025, 2:41:06 PM



OpenStreetMap, Nearmap



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

Agenda Item Number

Consent Agenda #11

Tracking Number

ADM 2025-16

Agenda Item Summary Memo

Title: Treasurer's Reports for March and April 2025

Meeting and Date: City Council – May 27, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 5/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2025-16

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ended March 31, 2025

Cash Basis

	Beginning Fund Balance	March Revenues	YTD Revenues	Revenue Budget	% of Budget	March Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 11,317,511	\$ 1,598,966	\$ 23,455,966	\$ 24,269,791	97%	\$ 1,631,187	\$ 21,003,485	\$ 24,969,791	84%	\$ 13,769,993
Special Revenue Funds										
15 - Motor Fuel Tax	350,976	83,116	1,072,392	1,067,562	100%	21,387	1,092,191	1,190,000	92%	331,177
79 - Parks and Recreation	496,532	256,326	3,329,987	3,365,647	99%	253,854	3,314,023	3,854,403	86%	512,496
87 - Countryside TIF	(1,175,727)	-	228,278	232,465	98%	1,272	224,196	225,781	99%	(1,171,644)
88 - Downtown TIF	(1,570,512)	-	399,918	304,494	131%	2,671	88,486	923,967	10%	(1,259,080)
89 - Downtown TIF II	216,129	-	215,723	149,102	145%	-	198,278	172,000	115%	233,574
11 - Fox Hill SSA	50,777	-	24,030	24,000	100%	-	11,148	60,640	18%	63,660
12 - Sunflower SSA	13,131	-	21,026	21,000	100%	-	9,130	23,640	39%	25,027
Capital Project Funds										
25 - Vehicle & Equipment	1,581,655	123,371	1,721,625	1,668,774	103%	454,857	2,820,835	3,326,455	85%	482,445
23 - City-Wide Capital	5,788,454	60,088	1,925,401	3,073,985	63%	174,645	6,064,777	7,688,447	79%	1,649,078
24 - Buildings & Grounds	2,405,630	196,318	41,185,448	43,388,158	95%	470,309	3,007,107	38,627,961	8%	40,583,972
Enterprise Funds										
* 51 - Water	6,812,139	374,356	33,570,818	48,154,287	70%	13,406,117	29,879,695	40,206,233	74%	10,503,261
* 52 - Sewer	3,778,857	105,320	2,807,924	5,470,606	51%	142,019	2,071,575	6,363,532	33%	4,515,206
Library Funds										
82 - Library Operations	882,886	5,568	1,996,069	1,962,584	102%	66,194	1,708,740	1,995,272	86%	1,170,215
84 - Library Capital	333,847	12,485	98,878	50,200	197%	145,195	161,909	549,000	29%	270,816
Total Funds	\$ 31,282,285	\$ 2,815,915	\$ 112,053,486	\$ 133,202,655	84%	\$ 16,769,706	\$ 71,655,574	\$ 130,177,122	55%	\$ 71,680,197

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ended April 30, 2025

Cash Basis

	Beginning Fund Balance	April Revenues	YTD Revenues	Revenue Budget	% of Budget	April Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 11,317,511	\$ 1,867,427	\$ 25,323,393	\$ 24,269,791	104%	\$ 1,825,717	\$ 22,821,734	\$ 24,969,791	91%	\$ 13,819,170
Special Revenue Funds										
15 - Motor Fuel Tax	350,976	75,613	1,148,005	1,067,562	108%	-	1,092,191	1,190,000	92%	406,790
79 - Parks and Recreation	496,532	226,862	3,556,849	3,365,647	106%	250,086	3,564,108	3,854,403	92%	489,273
87 - Countryside TIF	(1,175,727)	-	228,278	232,465	98%	1,272	225,467	225,781	100%	(1,172,916)
88 - Downtown TIF	(1,570,512)	-	399,918	304,494	131%	2,671	91,157	923,967	10%	(1,261,750)
89 - Downtown TIF II	216,129	-	215,723	149,102	145%	9,800	208,078	172,000	121%	223,774
11 - Fox Hill SSA	50,777	-	24,030	24,000	100%	-	11,148	60,640	18%	63,660
12 - Sunflower SSA	13,131	-	21,026	21,000	100%	3,000	12,130	23,640	51%	22,027
Capital Project Funds										
25 - Vehicle & Equipment	1,581,655	133,236	1,854,862	1,668,774	111%	172,053	2,992,888	3,326,455	90%	443,629
23 - City-Wide Capital	5,788,454	383,111	2,308,512	3,073,985	75%	266,336	6,338,581	7,688,447	82%	1,758,385
24 - Buildings & Grounds	2,405,630	214,287	41,399,735	43,388,158	95%	46,907	3,054,014	11,337,961	27%	40,751,351
Enterprise Funds										
* 51 - Water	6,812,139	2,670,880	36,241,698	48,154,287	75%	1,803,376	31,683,072	40,206,233	79%	11,370,765
* 52 - Sewer	3,778,857	490,132	3,298,056	5,470,606	60%	66,454	2,138,029	6,363,532	34%	4,938,884
Library Funds										
82 - Library Operations	882,886	4,855	2,001,140	1,962,584	102%	62,982	1,771,722	1,995,272	89%	1,112,304
84 - Library Capital	333,847	13,391	112,270	50,200	224%	71,999	233,908	549,000	43%	212,208
Total Funds	\$ 31,282,285	\$ 6,079,794	\$ 118,133,497	\$ 133,202,655	89%	\$ 4,582,652	\$ 76,238,227	\$ 102,887,122	74%	\$ 73,177,555

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Consent Agenda #12

Tracking Number

ADM 2025-20

Agenda Item Summary Memo

Title: Janitorial Services Extension Request

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 5/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2025-20

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jesus Navarro
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Jesus Navarro, Facilities Manager
CC: Bart Olson, City Administrator
Erin Willrett, Assistant City Administrator
Eric Dhuse, Public Works Director
Date: April 02, 2025
Subject: Janitorial Services Extension Request

Summary

Requesting City Council to authorize a one (1) year extension for janitorial service with Uni-Max Management Corp for City-owned properties.

Background

On July 14, 2023, staff released an RFP for citywide janitorial services. The RFP resulted in 10 (ten) proposals of which, Uni-Max Management Corp was the lowest responsive proposal. The city council approved the awarding of the contract on July 25, 2023, for one (1) year contract ending August 30, 2024, with an option for a one (1) year extension upon discretion of the City. City Council authorized the one (1) year extension in July 2024.

Uni-Max has been providing services for city buildings for the last 19 months. Staff were asked about the service that's being provided and they're satisfied with their performance. During this time communication has been great and when an issue arises it is resolved right away. They have been very flexible working around city events and have no issues with adjusting their schedule to meet the city's needs. We continue to hire them on occasion for extra jobs, such as deep carpet cleaning and bathroom tile and grout cleaning. They have been very reasonably priced, and always do exactly what we ask of them.

The second year of service with Uni-Max cost the city \$75,808 for all buildings. The third-year option for Uni-max Management Corp is in the amount of \$78,596. The third-year option will cost the city an additional \$2,788 than the previous year it's an increase of 3.67% which is less than the 5% budgeted in the upcoming FY26 budget. After reviewing all contractors who placed a bid Uni-Max is still in the ballpark of the year 1 bid by the next lowest bidder.

Recommendation

Staff is requesting that the City Council authorize the execution for a one (1) year extension with Uni-Max Management Corp to begin on September 1, 2025, and end on August 29, 2026, to avoid interruption in service.

Attachments

- Year 2 and 3 pricing
- Janitorial Bid Tab, 2023

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING
AN EXTENSION TO AN AGREEMENT TO PROVIDE JANITORIAL SERVICES BY
UNI-MAX MANAGEMENT CORP.**

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

WHEREAS, the City entered into a contract for professional janitorial services with Uni-Max Management Corp. (the "Contractor") on July 25, 2023 (the "Agreement"), the term of said Agreement lasting until August 30, 2024; and

WHEREAS, the City extended the Agreement for one year in July of 2024; and

WHEREAS, the Contractor has provided satisfactory janitorial services during the first two years of the Agreement; and

WHEREAS, there is an option for the City to extend services for an additional year within the terms of the Agreement, which option the City desires to exercise; and

WHEREAS, the City desires to enter into a one-year extension of the Agreement with the cost of services increasing approximately 3.67% to \$78,596 for the period from September 1, 2025 through August 29, 2026.

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

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

Section 2. That a second one-year extension to *An Agreement to Provide Janitorial Services* by and between the City and Uni-Max Management Corp. in an amount not to exceed \$78,596, attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

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

An Agreement to provide janitorial services by Uni Max Management Corp 921 Brian dr unit D Crest Hill,IL 60403 (hereinafter referred to as “Uni Max”) for: United City of Yorkville (hereinafter referred to as “Customer”).

Uni Max Management Corp. and Customer agree as follows:

1. The term of this agreement shall be on
Start Day Septemebr 1st 2025 to September 30th 2026
2. Uni Max will provide janitorial services as described in attached specifications which are hereby made a part of this agreement. Such services shall be performed at **City of Yorkville buildings (see attached sheet of locations)**
3. All janitorial services rendered under this agreement will be performed by employees or subcontractors of Uni Max. Uni Max and/or subcontractor will carry Workmen's Compensation and Public Liability Insurance covering employees, and will furnish Customer with proof of such insurance, upon request.
4. All janitorial service shall be done on the basis of a **one (1/6) days per week**
5. All janitorial services will not be rendered on the following legal holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 6 In consideration of the performance by Uni Max of the janitorial services set forth above,
Customer will pay Uni Max **\$78,596.00 term 12 months** during the continuance of this agreement.
7. Any services to be performed by Uni Max for Customer which are outside of the specifications of this agreement are subject to additional charges which are to be agreed upon between the parites Such agreement must be in writing.



8. Either party may terminate this contract for any reason by giving 30 days written notice to the other party. All official notices should be made via certified or registered mail or via email notifications and shall be effective on the date of mailing.

9. In the event of termination of the agreement, the monthly fee is to be pro-rated to the date of termination for services by Uni Max. Such amount will be payable ten (10) days from such date of termination.

10. Customer agrees that for a period of one year following any termination of this agreement it will not hire or contract with any individual who is or was at any time during the term of this agreement an employee of Uni Max Management Corp. This provision shall be limited to the hiring or contracting of Uni Max employees for services similar to those performed by Uni Max under this agreement, but shall include legal entities (corporations, partnerships, etc.) owned or controlled by such Uni Max employees.

11. In the event of default by Customer in payment of any amount due under this agreement, and such default continues for 30 days after written notice by Uni Max, then without further notice, Uni Max may immediately declare this agreement terminated, notwithstanding section 9, and Customer shall be liable to Uni Max for all amounts due for services performed through the date of termination and all late fees then due and owing pursuant to section 6.

13. This agreement shall be binding on the parties and their successors and assignees.

UNITED CITY OF YORKVILLE UNI MAX MANAGEMENT CORP.

By: _____

By: *Ewa Ambroz*

Date: _____

Date: 05/14/2025

**Uni Max Management Corp 921 Brian Dr Unit D Crest Hill, IL 60403
Tel 773-858-2276**

Uni-Max

Year 2 option

Location	Daily		Weekly		Monthly		Total
	Hours	Price	Hours	Price	Hours	Price	
City Hall/Police Dept	4	\$ 108.00	20	\$ 540.00	86	\$ 2,322.00	\$ 27,864.00
Beecher Concession Stand	1	\$ 27.00	2	\$ 54.00	8.5	\$ 230.00	\$ 1,610.00
Public Works	2	\$ 54.00	4	\$ 108.00	17	\$ 459.00	\$ 5,508.00
Library	3	\$ 81.00	18	\$ 486.00	78	\$ 2,106.00	\$ 25,272.00
Parks and Rec	1	\$ 27.00	2	\$ 54.00	8.5	\$ 230.00	\$ 2,760.00
VanEmmon	2	\$ 54.00	2	\$ 54.00	8.5	\$ 230.00	\$ 2,760.00
Bridge Conncession	1	\$ 27.00	2	\$ 54.00	8.5	\$ 230.00	\$ 1,610.00
Preschool	2	\$ 50.00	6	\$ 150.00	26	\$ 702.00	\$ 8,424.00
							\$ 75,808.00

Year 3 Renewal

Location	Daily		Weekly		Monthly		Total
	Hours	Price	Hours	Price	Hours	Price	
City Hall/Police Dept	4	\$ 112.00	20	\$ 540.00	86	\$ 2,408.00	\$ 28,896.00
Beecher Concession Stand	1	\$ 28.00	2	\$ 56.00	8.5	\$ 238.00	\$ 1,666.00
Public Works	2	\$ 56.00	4	\$ 112.00	17	\$ 476.00	\$ 5,712.00
Library	3	\$ 84.00	18	\$ 504.00	78	\$ 2,184.00	\$ 26,208.00
Parks and Rec	1.5	\$ 42.00	3	\$ 84.00	13	\$ 364.00	\$ 4,368.00
VanEmmon	1	\$ 28.00	1	\$ 28.00	4	\$ 112.00	\$ 1,344.00
Bridge Conncession	1	\$ 28.00	2	\$ 56.00	8.5	\$ 238.00	\$ 1,666.00
Preschool	2	\$ 56.00	6	\$ 168.00	26	\$ 728.00	\$ 8,736.00
							\$ 78,596.00

UNITED CITY OF YORKVILLE
 Bid Opening - Tuesday, July 14, 2023 at 10:00 a.m.

	Contractor/Bidder	Year 1	Year 2 Option	Total
1	Uni-Max Management Corp	\$71,644.00	\$77,272.00	\$148,916.00
2	Vega Building Maintenance	\$77,440.00	\$77,440.00	\$154,880.00
3	Speedy Cleaning Service Inc	\$111,590.00	\$114,934.48	\$226,524.48
4	Bravo Services Inc	\$130,844.00	\$135,874.20	\$266,718.20
5	Eco Clean Maintenance Inc	\$134,136.00	\$134,136.00	\$268,272.00
6	Imperial Service System Inc	\$140,778.00	\$140,788.00	\$281,566.00
7	Allied Universal Janitorial Services	\$140,844.34	\$145,069.44	\$285,913.78
8	Perfect Cleaning Sevices Inc	\$150,300.00	\$150,300.00	\$300,600.00
9	CleanNet of Illinois Inc	\$156,360.40	\$156,360.40	\$312,720.80
10	Chi-Town Cleaning Services	\$172,900.00	\$176,362.80	\$349,262.80



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

Agenda Item Number

Consent Agenda #13

Tracking Number

ADM 2025-21

Agenda Item Summary Memo

Title: Agreement with Sterchi for Drug/Alcohol Testing Services

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 5/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2025-21

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: April 16, 2025
Subject: Agreement for Drug/Alcohol Testing Services

Summary

Consideration of an ordinance approving an agreement for drug/alcohol testing from Sterchi Occupational Health.

Background

Historically, the City has worked with Midwest Occupational Health located in Aurora for all drug/alcohol testing for the CDL employees as well as the DOT consortium where random tests were required. The City started working with Sterchi Occupational Health located in Yorkville in 2024 for new City employees drug screens. The City switched from Physicians Immediate Care, located in Oswego, to Sterchi Occupational Health in 2024 due to rising costs for the drug test. The City does not have a contract with either Midwest Occupational Health or Physicians Immediate Care.

Sterchi Occupational Health has grown and offers DOT testing and DOT consortium membership. Sterchi is recommended to be the drug collector for DOT and Non-DOT exams and BAT examiner for DOT exams for the City. The City will also become a member of the DOT consortium with Sterchi Occupational Health. Sterchi will provide reasonable suspicion training to the new DOT drivers as well as the new DOT Supervisors once per year. As a member of the consortium, we will have Sterchi perform the Federal Driver Query for the City, as required by Federal law. Sterchi Occupational Health is a local provider that will allow staff to get to the facility quickly and spend less time going back and forth from Physicians in Oswego or Midwest Occupational Health in Aurora.

Recommendation

Staff recommends approval of the ordinance approving the agreement for drug/alcohol testing from Sterchi Occupational Health for a period of two (2) years.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING
AN AGREEMENT FOR DRUG AND ALCOHOL TESTING SERVICES WITH
STERCHI OCCUPATIONAL HEALTH**

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

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

WHEREAS, the City is mandated by the Federal Department of Transportation to conduct drug and alcohol tests on certain City employees, pursuant to 49 C.F.R. Part 40 ("DOT Tests"); and

WHEREAS, the City utilizes a third party provider to conduct DOT Tests; and

WHEREAS, the City wishes to contract with Sterchi Occupational Health ("Sterchi"), a local entity that performs Federal Department of Transportation physicals, drug and alcohol testing, to complete the City's DOT Tests and other required drug tests on City employees; and

WHEREAS, Sterchi has provided to the City an *Agreement for Drug/Alcohol Testing Services* (the "Agreement"), attached hereto as *Exhibit A*; and

WHEREAS, City staff find the terms and prices contained in the Agreement to be reasonable; and

WHEREAS, the Mayor and City Council (the "Corporate Authorities") have determined that it is in the best interests of the City and its residents to waive the competitive bidding requirement and to authorize and approve the Agreement with Sterchi.

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

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

Section 2. That in consideration of the foregoing recitals, the competitive bidding requirement is waived in accordance with the City's Municipal Code and the *Agreement for Drug/Alcohol Testing Services*, by and between the City and Sterchi Occupational Health, attached hereto as *Exhibit A* and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 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 DRUG/ALCOHOL TESTING SERVICES

This Agreement is made by and between Sterchi Occupational Health herein known as “Client.”

TERM

This Agreement shall commence with the date entered herein and shall remain in force for a period of two (2) years from the date of execution, as set forth below (the “Termination Date”). The Agreement may be canceled prior to the Termination Date by either party with confirmable notice to the other party in writing within 30 days. The Term of this Agreement may be extended one (1) year beyond the Termination Date by mutual, written agreement of both parties at least 30 days prior to the Termination Date.

MENU OF SERVICES

In its role as a “Third Party Administrator” (TPA), and on a fee basis, Sterchi Occupational Health will provide:

- Serving as a drug collector for DOT exams and Non-DOT exams, using clients CRL lab/MR
- Serving as a BAT examiner for DOT exams.
- Workplace physical examinations and other medical services through a network of physicians.

CONFIDENTIALITY

Sterchi Occupational Health will take reasonable steps to ensure that test results shall be transmitted only to authorized persons listed by the Client. Authorized persons to receive results shall be identified in writing by the Client. Sterchi Occupational Health conforms to HIPAA standards relating to the confidentiality of personal donor information.

INDEMNIFICATION

Sterchi Occupational Health as an independent contractor, provides the Client with options in drug-free workplace programs. For laboratory testing, analytical services are provided by the laboratory; for “STAT” testing, the performance of the devices is validated by the manufacturer. The Client agrees to indemnify Sterchi Occupational Health from claims arising out of the laboratory’s submission of results or the performance of “STAT” devices, and from claims brought by third parties arising from any act or omission on the part of the Client. Any claim resulting from negligence or willful malfeasance by an employee of Sterchi Occupational Health is exempt from this clause.

UNAVOIDABLE EVENTS

Sterchi Occupational Health, shall have no liability to the Client for any failure in performance which results from any causes beyond its reasonable control.

GOVERNING LAW

This Agreement has been executed and delivered in and shall be construed and enforced in accordance with the laws of the State of Illinois and may be amended only by an instrument in writing signed by all parties, except that the price schedule may be amended as necessary by Sterchi Occupational Health with notice to the Client.

COMPLIANCE WITH STATE AND FEDERAL LAW

Sterchi Occupation Health agrees to abide by all applicable State of Illinois and Federal laws, including 49 C.F.R. Part 40, governing required procedures for conducting DOT drug and alcohol testing.

PAYMENT SCHEDULE

All payments are due upon receipt of invoices and become past due when payment is not received within thirty (30) days of the invoice date. Credit will be afforded upon submission and acceptable evidence of the Client's ability to pay in a timely manner, with an initial credit limit established based on the information provided. A "rebilling" fee in the amount of \$25.00 each month will be assessed on invoices that are regenerated and submitted to the Client for past-due invoices. All past due payments are subject to an additional interest and service charge calculated at the maximum rate of interest allowed by law, plus reasonable collection, and legal fees. Accounts not paid within the terms of this agreement will be placed on "credit hold."

PRICES

Prices in effect at the time this Agreement is executed are shown in PRICE SUMMARY & PRICE SCHEDULE attached.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein. IN WITNESS WHEREOF, the parties hereby execute this Agreement as of _____

(signature)

(signature)

(printed name)

(title)

(printed name)

(title)

ATTACHMENT 1
PRICE SCHEDULE

1. Drug Testing

Drug testing	\$60.00
Observed specimen collection	\$75.00
Rapid Testing	\$50.00

2. Alcohol Testing

Breath alcohol (DOT and Non-DOT)	\$60.00
Confirmation when required	\$25.00

3. Physical Exams

DOT and pre-employment	\$115.00
DOT and pre-employment for consortium members	\$99.00

4. Consortium Membership

Membership Fees

Based on the number of employees. 1-2 employees \$25, 3-10 employees \$100 11-25 employees \$200 25-49 employees \$300.

Reasonable suspicion training	\$75.00 per supervisor/DER
--------------------------------------	----------------------------

Driver Query (as requested by employer)	\$5.00 per driver
--	-------------------

Notes:

*The fee is payable annually, initially pro-rated by the remaining quarters in the current calendar year. Once a client becomes a member of the consortium, for DOT purposes, the DOT agents consider that the Client is in a random program for the remainder of the calendar year; therefore, there are no refunds of the membership fee. Sterchi Occupational Health DOT Compliance Consortium is made up of "small" industry specific companies with fifty (50) or fewer employees. If a member company grows to exceed this number, that Client is removed from the consortium and placed in a "stand-alone" random pool. The consortium membership fee is transferred to pay the costs of random program management. (*Consortium membership includes random program management. The fee is not refundable.)*



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

Agenda Item Number

Consent Agenda #14

Tracking Number

ADM 2025-22

Agenda Item Summary Memo

Title: Beecher Center Facility License and Premises Use Agreements Extensions

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: ADM – 5/21/25 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2025-22

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 27, 2025
Subject: Beecher Center Facility License Agreement

Summary

Approval of an extension to the Beecher Center facility license agreement with Community Nutrition Network and Senior Services Association.

Background

Senior Services Associates Association along with the Community Nutrition Network has provided food services at the Beecher Center in various capacities for more than a decade and has had a facility license agreement for the use of the facility since 2005. The license agreement allows Senior Services and the Community Nutrition Network priority use of the building food service areas. Senior Services will act as a coordinating agency for Community Nutrition Networks use of the facility. They have requested a three-year extension with similar terms as the last agreement. There is also no license fee associated with this agreement. However, they will be responsible for payment of the utilities in the licensed area. There are no significant changes in the content of the agreement, which is attached.

Recommendation

Staff recommends approval of the Beecher Center facility license agreement with Community Nutrition Network and Senior Services Association.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, APPROVING A FACILITY LICENSE AGREEMENT WITH COMMUNITY NUTRITION NETWORK AND SENIOR SERVICES ASSOCIATION FOR USE OF A PORTION OF THE BEECHER COMMUNITY BUILDING

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, Community Nutrition Network and Senior Services Association, an Illinois not-for-profit corporation (the “Association”), has been providing services for older adults and persons with disabilities in various capacities for more than a decade (the “Services”); and

WHEREAS, the Association has been using a portion of the Beecher Community Building to provide the Services since at least 2005; and

WHEREAS, the Association’s current agreements for use of the Beecher Community Building are scheduled to terminate on October 31, 2025; and

WHEREAS, the Association desires to continue to provide services at the Beecher Community Building; and

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) of the City, recognizing the unique and valuable position that the Association holds in the community, and desiring that the programs, services and activities offered by the Association continue, have determined it is in the best interests of the City and its residents to enter into a Facility License Agreement with the Association for use of certain space in the Beecher Community Building.

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. That the Facility License Agreement, attached hereto as *Exhibit A* and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

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

FACILITY LICENSE AGREEMENT

This Facility License Agreement (this “**Agreement**”) is entered into as the Effective Date as defined on **Exhibit A**, between Licensor as defined on **Exhibit A** and **COMMUNITY NUTRITION NETWORK AND SENIOR SERVICES ASSOCIATION**, an Illinois not-for-profit corporation (“**Licensee**” or “**CNN**”).

WHEREAS, Licensor and Licensee desire to enter into a license (the “**License**”) pursuant to which Licensee may occupy and use that certain portion of the premises owned or leased by Licensor (the “**Premises**”), as more accurately described in **Exhibit A**, for the purposes hereinafter set forth on a nonexclusive basis as more fully set forth in this Agreement;

WHEREAS, Licensor represents that this Agreement is not in contravention of any lease for the Premises, specified in **Exhibit A**, and that Licensor has the right to enter into this Agreement;

NOW, THEREFORE, Licensor hereby grants to Licensee a license to occupy and use the Licensed Area for the Permitted Use (as hereinafter defined), and Licensor hereby agrees that it will use the Licensed Area for the Permitted Use, upon and subject to the following terms and conditions:

1. **Incorporation of Recitals.** The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.

2. **Licensed Area; Term.** This License consists of the right to occupy and use, during the License Term, the Licensed Area as described in **Exhibit A** attached hereto. The right to occupy and use the Licensed Area may be limited by any shared use of the space, as described in **Exhibit A**. The License Term shall be as described in **Exhibit A**. Each twelve (12) month period throughout the License Term, is referred to as a “**License Year**”. Notwithstanding anything contained herein to the contrary, Licensee is licensing the same in its “As-Is” condition as of the Effective Date.

3. **License Fee.** Licensor is providing the Licensed Area to Licensee as a charitable contribution, unless otherwise provided in **Exhibit A**.

4. **Permitted Use.** Licensee shall use the Licensed Area to provide congregate and/or home-delivered meals and resources to older adults and persons with disabilities (the “**Permitted Use**”).

5. **Operation.** Licensee shall operate its business in the Licensed Area and shall comply with federal, state and local laws, ordinances, orders, rules and regulations (collectively, the “**Laws**”) relating to the use, condition or occupancy of the Licensed Area and rules and regulations established by Licensor from time to time for the Licensed Area. This includes standards required by Title III-C of the Older Americans Act, the Illinois Department on Aging, and the Area Agency on Aging. Licensor or its agents or representatives of the Premises may enter any part of the Licensed Area to inspect, clean or make repairs, alterations or additions to it or the Premises, without committing trespass. Licensor maintains responsibility for all structural maintenance of the building including roofing, HVAC repairs and maintenance, fire extinguisher checks and replacements, and all other building codes for health and safety factors. Licensor agrees to reasonably maintain the applicable interior and exterior of the Premises including snow and ice removal on walkways and parking lots and ensuring the walkway and stair surfaces are slip-retardant. Licensee shall operate its business during such days and hours set forth in **Exhibit A** attached hereto (the “**Licensed Area Hours**”). Without limitation of the foregoing, Licensee shall at all times comply with the following requirements:

- (a) Licensee shall at all times during the License Term comply with all applicable food service sanitation requirements. Licensee will provide cleaning and sanitation of kitchen and common areas used by the program during program operations.
- (b) Licensee is responsible for supervision of the Senior Nutrition program staff, volunteers and participants. Licensee shall ensure that its employees, workers or contractors working in or around the Licensed Area are apprised of and comply with the Laws and any rules and regulations established by Licensor from time to time for the Licensed Area.
- (c) Promptly following the Effective Date, Licensee shall apply to all governmental and quasi-governmental authorities having jurisdiction thereof for any required licenses or permits. Licensor shall assist Licensee in obtaining health, sanitation and fire inspections of the Licensed Area.

6. Access. Licensee, its employees, contractors, and agents shall have the right to access the Licensed Area and common areas during Licensor's normal hours of operation provided, however, Licensor, its employees, contractors, and agents shall also at all times have access to the Licensed Area, no consent of the Licensee being required for any such access at any time.

7. Insurance and Indemnity. Licensee shall, at all times during the License Term, at Licensee's sole expense, procure and maintain (a) a policy of commercial general public liability and property damage insurance, with a broad form contractual liability endorsement, in an amount not less than \$1,000,000 per occurrence and annual aggregate, workers compensation insurance at statutory limits and (b) such other reasonable policy or policies as may be required from time to time similar to the coverage required of similar operations within the same geographic area, in each case with Licensee named as the insured thereunder, and Licensor, Owner, as additional insureds, in addition to all of the additional insureds as Licensor may indicate, and each of their respective agents, affiliates and assigns; and any other mortgagees or other persons or entities of which Licensor shall give Licensee notice (collectively, the "***Additional Insureds***"). In the event Licensee maintains limits greater than those set forth herein, Licensor and all Additional Insureds shall be included therein as additional insureds to the fullest extent of all such insurance in accordance with all terms and provisions of this Agreement. All insurance shall be in form, and with insurers with an A.M. Best Rating of A- VII or better, reasonably acceptable to Licensor and otherwise in compliance with the provisions of any lease for the Premises. Licensee will furnish to Licensor certificates of workers' compensation (covering all persons to be employed by Licensee) and commercial general public liability insurance in such form, with such companies, for such periods and in such amounts as Licensor may reasonably approve.

Licensee shall, at all times during the License Term, at Licensee's sole expense, procure and maintain an all-risk property insurance covering Licensee's furniture, fixtures, equipment, personal property and all other real and personal property in, upon or about the Licensed Area, in an amount equal to the full replacement cost and the policy shall include business interruption coverage replacing loss of income in the event of a fire or other casualty in the Licensed Area or other portion of the Premises for a period of twelve (12) months and waiver of any right of subrogation by the insurance company against the Licensor or Landlord. Nothing contained herein excuses the Licensor from liability for its own negligence.

8. Termination. Licensor in its sole discretion shall have the right to terminate this Agreement upon sixty (60) days' prior written notice to Licensee. Upon such notice, Licensee will quit and surrender the Licensed Area in accordance with the terms hereof on the sixtieth (60th) day thereafter and Licensee shall deliver the Premises to Licensor in clean, orderly condition. Notwithstanding anything herein to the contrary, if Licensee defaults under the provisions of this Agreement, then Licensor shall be permitted to pursue its remedies against Licensee in connection therewith, including such remedies as may be provided

herein, at law and/or in equity. In addition to any and all other rights or remedies provided in this Agreement or which Licensee may have at law, in equity, or otherwise, in the event that the respective Area Agency on Aging terminates or delays funding provided to Licensee, then subject to the provisions herein, Licensee will have the right to terminate this Agreement upon written notice to Licensors and Licensee will immediately quit and surrender the Licensed Area in accordance with the terms hereof.

9. Assignment; Occupancy; Encumbrances. Licensee will not assign Licensee's rights or delegate Licensee's duties under this Agreement (whether by operation of law, transfer of interest in Licensee or otherwise) or permit the Licensed Area or any part thereof to be occupied or used by any other person or entity (other than Licensee's employees), or cause or permit any liens or encumbrances against the Licensed Area, the Premises or this Agreement.

10. License and Not a Lease. This Agreement is not to be construed as in any way granting to Licensee any leasehold or other real property interest in the Licensed Area. This Agreement merely grants to Licensee a license to occupy and use the Licensed Area on a nonexclusive basis during the License Term in accordance with the terms and conditions hereof.

11. Indemnification. The Licensee (the "**Indemnifying Party**") shall indemnify, defend, save, and hold harmless Licensors, and its officers, directors, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Parties**") against all claims made or judicial or administrative actions filed which allege that any of the Indemnified Parties is liable to the claimant by reason of:

- (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Licensed Area if caused by any gross negligent or wrongful act or omission of the Indemnifying Party or its agents, partners, contractors, employees, permitted assigns, licensees, sublessees, invitees, or any other person or entity for whose conduct the Indemnifying Party is legally responsible;
- (b) violation by the Indemnifying Party of any contract or agreement to which the Indemnifying Party is a party in each case affecting any part of the Licensed Area or the occupancy or use thereof by the Indemnifying Party; and
- (c) violation of or failure to observe or perform any condition, provision, or obligation of or under this License Agreement on the Indemnifying Party's part to be observed or performed hereunder. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

12. Casualty. Licensee shall not be entitled to and hereby waives all claims against Licensors and Landlord for any property damage to Licensee's furniture, fixtures, equipment, personal property and all other real and personal property, for direct or indirect loss of revenue or for loss of use of the whole or any part of the Licensed Area due to damage by fire or other casualty, regardless of any limitation on the amount or type of insurance purchased by Licensee or failure of placement or renewal of such coverage. If the Licensed Area or other portion of the Premises is damaged by fire or other casualty, Licensors may, at its option elect either to repair the Licensed Area or terminate this Agreement.

13. End of Term. Upon the expiration or earlier termination of the License Term, Licensee will quit and surrender to Licensors the Licensed Area vacant and clean, and otherwise in the order and condition in which the same was made available to Licensee, ordinary wear and tear excepted, and Licensee will remove therefrom all of Licensee's property. However, failure to remove such property shall not be

deemed continued possession of the Licensed Area. Nothing herein contained will be deemed to permit Licensee to retain possession of the Licensed Area after the expiration or earlier termination of the License Term, as provided elsewhere in this Agreement. The provisions of this **Section 13** will survive the expiration or earlier termination of the License Term.

14. **Notices.** Any notice or other communication shall be given in writing and shall be effective only if given or served as follows: (a) if by Licensee, by mailing the same to Licensor by email addressed to Licensor at its email address, or by notice delivered personally to the Licensor, certified mail, postage prepaid, return receipt requested, or by overnight courier service addressed to Licensor at its address specified in **Exhibit A** or at such other or further address(es) as Licensor may from time to time designate by notice given to Licensee by certified mail or by overnight courier service as aforesaid, and (b) if by Licensor, by mailing the same to Licensee by email addressed to Licensee at its email address, or by notice delivered personally to the Licensee and/or its representative at the Licensed Area, certified mail, postage prepaid, return receipt requested, or by overnight courier service addressed to Licensee at its address specified in **Exhibit A**, or at such other or further address(es) as Licensee may from time to time designate by notice given to Licensor by certified mail or by overnight courier service as aforesaid. Any notice, demand, request or other communication hereunder shall be deemed to have been given upon receipt. Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

Miscellaneous. This Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to principles of conflicts of law. This Agreement is subject and subordinate in all respects to any lease for the Premises and all matters on title. The section and paragraph headings in this Agreement are inserted only as a matter of convenience of reference and are not to be given any effect in construing this Agreement. If any provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. If Licensee is comprised of more than one person or entity, each reference in this Agreement to Licensee shall be deemed to refer to and include all such persons or entities, jointly and severally. All prior negotiations and agreements relating to this Agreement and the Licensed Area are merged into this Agreement with this being the entire Agreement of the parties. This Agreement may not be amended, modified or terminated, in whole or in part, nor may any of the provisions be waived, except by a written instrument executed by the party against whom enforcement of such amendment, modification, termination or waiver is sought. Under no circumstances shall the submission of this Agreement in draft form by or to either party be deemed to constitute an offer for the licensing of the Licensed Area. Each and every right and remedy of Licensor under this Agreement shall be cumulative and in addition to every other right and remedy herein contained or now or hereafter existing at law, in equity, by statute or otherwise. Licensee hereby warrants and represents to Licensor that Licensee has full right, power and authority to enter into this Agreement.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. This Agreement may be signed electronically and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

This Agreement and the terms and conditions hereof (collectively, the “***Information***”) will be kept confidential by Licensee, except same shall be made know to Licensee’s accountants and attorneys, to in connection with Licensee obtaining services at the Licensed Area, and to the extent necessary to enforce

Licensor's obligations under this Agreement.

This Agreement, including the Exhibits, if any, attached hereto, sets forth the entire agreement between the parties with respect to the Licensed Area. All prior conversations or writings between the parties hereto or their representatives with respect to the Licensed Area are merged herein and extinguished. Additionally, all prior agreements between the parties, if any, are of no further force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year above written.

LICENSOR:

_____,
a(n) _____

By: _____
Name: _____
Its: _____

LICENSEE:

**COMMUNITY NUTRITION NETWORK
AND SENIOR SERVICES ASSOCIATION,**
an Illinois not-for-profit corporation

By: _____
Name: Andrea Proulx Buinicki
Its: Chief Executive Officer

EXHIBIT A

License Terms

- 1. Effective Date:** The “Effective Date” shall be **May 1, 2025**
- 2. Licensor:** The “Licensor” shall be **United City of Yorkville**
- 3. Depiction of the Licensed Area and Premises Address:**

The “Premises” are located at Beecher Center, 908 Game Farm Road, Yorkville, IL 60560

Description of the Licensed Area:

The licensed space will include: a kitchen and dining rooms (Austin Room and Perkins Room) with tables and chairs, storage space as specified by need, and the use of the parking lot for loading and unloading food and supplies. Office and storage space shall be initially allocated as follows: Office: Austin Room West office-Office (Desk, phone line, exc.) Storage: Austin Room east storage cabinets (all 4 sections).

- 4. Associated Entities/Shared Use of Licensed Area:** Senior Services Associates, Inc. (“Senior Services”) is a separate entity and a coordinating partner of CNN. Senior Services serves as the coordinating agency for CNN’s use of the Licensor’s facilities. CNN will defer to and abide by Senior Services’ decisions regarding space utilization and all other issues concerning the use of Licensor’s facilities.
- 5. Approved Improvements:** Licensor installed a 10 ft. x 10 ft. storage shed on the Premises in the Fall of 2024. The storage shed is a fixture installed upon the Premises and therefore an improvement to City property, and is not the property of the Licensee. Licensee shall have full and exclusive access to the shed for storage purposes during the term of this Agreement. Licensee shall be responsible for any repairs and maintenance to the shed while the shed is being used by Licensee. Licensee shall grant Licensor access the storage shed at any time during the term of this agreement if required for the health, safety or welfare of residents of the City. Upon termination of the License, Licensee shall be responsible for removing all supplies, equipment and other property from the storage shed, and shall relinquish full control of and access to the storage shed to Licensor.
- 6. License Term:** The “License Term” shall be **May 1, 2025 – September 30, 2028**
- 7. License Fee:** No License Fee shall be due from Licensee to Licensor as a result of this License Agreement. Licensor shall be responsible for the payment of utilities to the Licensed Area.
- 8. Licensed Area Hours:** The “Licensed Area Hours” shall be: **7:00AM – 2:00PM**
- 9. Third Party Users:** From time to time, CNN will rent the Licensed Area during Licensed Area Hours to other third party not-for-profit entities. CNN is responsible for the actions of any other not-for-profit agencies that occupy the Licensed Area with CNN’s consent. Licensor is not responsible for, and is not a party to, any agreements License makes to rent the Licensed Area to other not-for-profit entities. Licensee agrees not to rent the Licensed Area to other not-for-profit entities the Thursday and Friday before, and the Monday after, the first weekend in September (Labor Day Weekend).

10. Large Events: Licensee agrees to provide Licensor with at least fourteen (14) days' notice of any events at which Licensee anticipates at least 100 persons in attendance.

11. Site Closures: CNN sites shall be closed on the following approved holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Additional days may be declared by either party and will be submitted to each party's authorized representative at the earliest possible time. Except in case of emergency, Licensor must provide a minimum 30 days written notice if it requires use of the licensed facilities during the licensed hours.

12. Notices.

If to Licensor:

Address: 651 Prairie Pointe Dr.
Yorkville, IL 60560

Attention: Bart Olson, City Administrator

Phone: 630-553-8537

Email: bolson@yorkville.il.us

If to Licensee:

Address: 7222 W Cermak Rd Ste 302
North Riverside, IL 60546

Attention: Louis Maritato

Phone: 630-553-2316

Email: lmaritato@cnnssa.org



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 27, 2025
Subject: Beecher Center Premises Use Agreement

Summary

Approval of an extension to the Beecher Center premises use agreement.

Background

Senior Services Associates has provided services at the Beecher Center in various capacities for more than a decade and has had a premises use agreement for the facility since 2005. The agreement allows Senior Services priority use of the building in exchange for rent and management services within the building. A monthly payment to the City in an amount of \$500 will go towards the capital fund, HVAC and other maintenance and repairs to the building is included in the agreement. They have requested a five-year extension with similar terms as the last agreement. There are no significant changes in the content of the agreement, which is attached.

Recommendation

Staff recommends approval of the Beecher Center premises use agreement with Senior Services.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A PREMISES USE AGREEMENT FOR THE SENIOR SERVICES ASSOCIATES
USE OF A PORTION OF THE BEECHER COMMUNITY BUILDING**

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

WHEREAS, Senior Services Associates ("SSA") has provided services at the Beecher Community Building in various capacities for more than a decade; and

WHEREAS, SSA has had priority use of the Beecher Community Building under a prior use agreement since 2005; and

WHEREAS, SSA desires to continue to provide services at the Beecher Community Building; and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities"), recognizing the unique and valuable position that SSA holds in the community and desiring that these programs, services, and activities continue have determined that it is in the best interests of the City and its residents to enter into an agreement with SSA for use of certain space in the Beecher Community Building.

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

Section 1. Each of the recitals above is incorporated by reference in this Section 1.

Section 2. That the Premises Use Agreement for Senior Services Use of a Portion of the Beecher Community Building, attached hereto and made a part hereof, is hereby approved and

the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

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

PREMISES USE AGREEMENT
SENIOR SERVICES ASSOCIATES USE
OF
A PORTION OF THE BEECHER COMMUNITY BUILDING
UNITED CITY OF YORKVILLE, ILLINOIS

WHEREAS, Senior Services Associates (hereinafter referred to as "SSA") is an organization dedicated to providing programs, services and activities to senior citizens of the UNITED CITY OF YORKVILLE (hereinafter referred to as "City") and surrounding areas, and

WHEREAS, SSA is uniquely qualified to provide such services to this very important segment of the City's population, and

WHEREAS, SSA has demonstrated a long standing dedication to this segment of the population by providing such services for over 35 years, and

WHEREAS, SSA, after 15 years at this location, would like to continue providing services at the Beecher Center, and

WHEREAS, the City, recognizing the unique and valuable position that SSA holds in the community, and desiring that these programs, services and activities be continued for the benefit of the community, has considered entering into a Use Agreement With SSA for use of certain space in the Beecher Community Building under the specific terms and conditions found in this agreement, and

WHEREAS, the City has determined that the Beecher Community Building is a logical and suitable site for SSA to conduct its programs pursuant to the further agreements set forth herein, and

WHEREAS, SSA agrees that the available space at the Beecher Community Building is suitable and appropriate for its needs and agrees to the further agreements concerning the building set forth herein.

IT IS AGREED, upon the mutual considerations self-evident within this agreement, that the City shall hereby make the Beecher Community Building available to SSA for its programs and services under the terms and conditions as contained herein, to wit:

1. PREMISES: SSA shall have primary priority use of the Beecher Community Building subject only to the additional users and uses set forth below including honoring the "Facility License Agreement" (and any and all renewals of the Facility License Agreement upon similar terms and conditions) for Community Nutrition Network (CNN). Copies of both agreements are attached hereto and incorporated herein. SSA agrees that it shall act as manager/coordinator of the interior of the building (excluding the parking area and grounds) scheduling and administering the building for the following users, (and other users if mutually agreeable between the City and SSA):

- a. Community Organizations Users, including but not limited to Boy Scouts, Cub Scouts, Lions Club, Junior Women's Club, Retired Teachers Association, and others individuals or organizations that may seek the use of the Beecher Community Building for its programs and/or meetings. Any and all typical and customary fees paid by the Community Organizations for use of the building shall be paid to the City. SSA may charge a fee for supplies and routine cleaning required by the Community Organization Users.
- b. Community Nutrition Network ("CNN") for its uses in providing nutrition programs.

2. MAINTENANCE RESPONSIBILITIES:

- a. SSA shall be solely responsible for interior cleaning and janitorial services as well as quarterly floor cleaning, at its sole cost. City will assist in providing these services to SSA, if requested, and SSA will then reimburse City for the City's actual costs. SSA may also seek assistance and reimbursement from CNN in regard to the areas occupied by those services. SSA may also seek assistance and reimbursement from Community Organizations Users if their use creates unique and excessive cleaning needs.
- b. City shall be solely responsible for all structural and mechanical repairs and maintenance including for illustration HVAC, plumbing, electricity, and roof. City shall be solely responsible for all exterior maintenance and repair of the building, grounds and parking lot.

3. COSTS:

- a. Each party shall be responsible for the costs of its respective Maintenance Responsibilities under Section 2, above, including but not limited to wages/salary, material and supplies and contractual services as applicable.
- b. SSA shall additionally be financial responsible for the following:
 - i. Natural Gas, phones and computers, quarterly floor care, carpet (including removal at termination of the use), signs.
 - ii. Monthly payment to the City in an amount of \$500 which is to provide for capital fund HVAC and other major maintenance and repairs,

4. ROOM ALLOCATION/STORAGE: General allocation of the Building for ongoing use shall begin as set forth below, subject to agreement between SSA and/or CNN. SSA understands that the Beecher Community Building has very limited storage space which must also be shared. Subject to any subsequent agreement that SSA may make with CNN, the initial allocation of rooms and storage shall be as follows:

Office Space:

SSA: Dailey Room- office (desks, phone line etc,)

CNN: Austin Room West Office - office (desk, phone line, etc,)

Storage Space:

SSA: Dailey Room cabinets, large storage room (south wall, and west wall)

CNN: Austin Room east storage cabinets (all 4 sections); 10 ft. x 10 ft. storage shed installed by CNN in the Fall of 2024

Community Organizations: Currently the Lions Club and Boy Scout Troop 40 have storage on the north wall

SSA shall not make any structural improvements (including storage cabinets) unless agreed upon by the City prior to beginning such improvements. All improvements should be done with the common interest and use of the building, or area in mind. Said improvements will become a part of the building, owned by the City, and shall be surrendered without compensation upon the termination of the lease regardless of the reason for termination.

5. **TERM AND TERMINATION OF THIS AGREEMENT:** This agreement shall have a term of 5 years commencing on May 1, 2025 and concluding on October 31, 2030. Notwithstanding the term of this agreement, this agreement may be terminated by the City with twelve (12) months prior written notice, or by SSA immediately upon notice.
6. **ACKNOWLEDGEMENT OF CITY PARK USES:** SSA acknowledges and understands that the grounds and parking areas are used by the City and its Parks and Recreation Department for various programs and events as well as by the general public. SSA agrees that it accepts this condition and will not interfere with the City and Parks and Recreation Departments use of the grounds and parking, and furthermore acknowledges and agrees that parking congestion may occur from time to time when the park area is being used for programs and events including but not limited to youth sports, football games, and festivals.
7. **INSURANCE:** SSA shall maintain general liability insurance under its name, and name the City as an additional insured on said policy of insurance; the terms and limits of the policy must be agreeable and agreed upon by the City Director of Finance.
8. **HOLD HARMLESS AND INDEMNIFICATION:** SSA shall indemnify and hold the City harmless for any and all claims and causes of action that arise during the course of facility use by SSA, its employees, employees, agents, or departments, thereof.
9. **SIGNS:** SSA shall be allowed to place a sign, or signs, upon the Beecher Community Building or in front of the Beecher Community Building. Said signs shall be in number, location, size and character solely upon the agreement of the City Administrator, and all signs shall conform to the City's sign ordinance.
10. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** SSA shall conduct their activities and uses of the premises, and maintain the premises at all times in keeping with all applicable laws and regulations including but not limited to the Health Regulation

regarding the preparation of food and use of the kitchen area. SSA, in its capacity of building manager shall have oversight authority to insist that CNN comply with the same rules and regulations.

11. NOTICES: All notices shall be given by hand delivery to the other party at the Beecher Community Building (for SSA) and to City Hall (for the City).

This agreement made on May __, 2025.

SENIOR SERVICES ASSOCIATES

By: _____

Its: _____

Attest:

By: _____

Its: _____

United City of Yorkville

John Purcell, Mayor

Attest:

Jori Behland, City Clerk



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2025-45

Agenda Item Summary Memo

Title: IEPA Public Water Supply Loan Program – Revenue Bond Ordinances

Meeting and Date: City Council – May 27, 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: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: May 21, 2025
Subject: Public Water Supply Loan Program – Revenue Bond Ordinances

Summary

Approval of two revenue bond ordinances authorizing the City to borrow funds from the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program to finance the 2025 Water Main Replacement and North Receiving Station and North Tank projects, and to subordinate the IEPA loans to other City bonded debt.

Background

In June 2024, the City was notified that two projects had been approved for low-interest financing through the Illinois Environmental Protection Agency's Public Water Supply Loan Program, with an initial combined loan amount of \$18.477 million. These projects are part of the City's ongoing initiative to shift its water source from local aquifers to Lake Michigan, via the DuPage Water Commission (DWC). The selected projects included: (1) the 2025 Water Main Replacement Program, initially estimated at \$4.236 million, and (2) the construction of a North Receiving Station and Storage Tank, with an original estimated cost of \$14.241 million.

The initial step in the IEPA Loan issuance process was completed last November, when Council approved "IEPA Authorizing Ordinances" for both projects – Ordinance 2024-53 for the 2025 Water Main Replacement Program and Ordinance 2024-54 for the North Receiving Station and Storage Tank. These ordinances established the maximum loan amounts for each project and designated the specific revenue sources pledged for loan repayment. To account for any unexpected costs variations, a 10% contingency was included, capping the original loan amounts at \$4.66 million (2025 Water Main Replacement Program) and \$15.665 million (North Receiving Station and Tank), respectively.

Since that time, the maximum principal amounts for the two loans have been increased to reflect updated project cost estimates and the Illinois EPA's indication that it will fund the additional amounts through its State Revolving Fund (SRF) loan program. Revised cost estimates now place the 2025 Water Main Replacement Program at \$5.109 million and the North Receiving Station and Storage Tank project at \$18.125 million. To account for these revisions, including a 10% contingency for each project, the loan maximum for the 2025 Water Main Replacement Program was increased from \$4.66 million to \$5.62 million, as approved by City Council on March 11th. Similarly, the loan maximum for the North Receiving Station and Storage Tank project was increased from \$15.665 million to \$19.94 million on April 22nd.

The next step in the financing process is the formal approval of the attached revenue bond ordinances for both the 2025 Water Main Replacement Project (Exhibit A) and the North Receiving Station and Storage Tank Project (Exhibit B). These ordinances reaffirm the maximum borrowing limits for the two projects—\$5.62 million for the 2025 Water Main Replacement Program and \$19.94 million for the North Receiving Station and Storage Tank—and define the revenue sources pledged to support repayment. These pledged revenues include (i) net Water Fund revenues, (ii) proceeds from the Places of Eating Tax and (iii) available Water Fund reserves.

In addition, these ordinances formally establish the subordination of the IEPA loans for both projects to the City's previously issued bonded debt, specifically the 2023A and 2025A Water Bonds issued to support the Lake

Michigan water sourcing initiative. This subordination is permissible under the IEPA Loan Program guidelines and strategically advantageous for the City, as it allows for a reduction in the revenue pledge for annual IEPA debt service amounts from 125% to 100%. As a result, this should help mitigate future water rate increases by reducing the annual revenue burden required to meet debt service coverage ratios.

In order to utilize the subordination process, the Water Fund must establish a “reserve fund” equivalent to one year’s worth of IEPA debt service payments within the first two years after the loan is issued. However, this reserve fund does not require a separate, standalone account. Instead, it is structured as an accounting measure, where the reserve fund is deemed fully funded as long as the total reserves of the Water Fund exceed the annual debt service amounts required for the IEPA loans.

Assuming approval of the two proposed IEPA revenue bond ordinances, staff anticipates completing the loan application review process and executing the final agreements with the IEPA by the end of June 2025. This timeline would enable the City to proceed with awarding construction contracts in July, aligning with the current project schedule. However, depending on the IEPA’s timeline for finalizing the agreements, it is possible that construction activities could commence earlier, subject to contractor availability and pre-construction coordination.

Recommendation

Staff recommends approval of the attached revenue bond ordinances for the 2025 Water Main Replacement (Exhibit A) and the North Receiving Station and Tank (Exhibit B) projects.

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held at the City Council Chambers of the City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois, in said City at 7 o'clock P.M., on the 27th day of May, 2025.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the Mayor, and the following Aldermen were physically present at said location: _____

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by the laws of the State of Illinois and the rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that in order to finance certain necessary improvements to the City's water system, it would be necessary for the City to borrow funds from the Illinois Environmental Protection Agency and that the City Council would consider the adoption of an ordinance authorizing the City to borrow such funds and to enter into a loan agreement with respect thereto. Thereupon, Alderman _____ presented, and the City Clerk read by title an ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested the same:

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE BORROWING OF AN AGGREGATE PRINCIPAL AMOUNT OF \$5,620,000 FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE PURPOSE OF FINANCING THE COSTS OF NECESSARY IMPROVEMENTS TO THE CITY'S WATER DELIVERY SYSTEM, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT RELATING TO SUCH LOAN AND PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF THE WATER SYSTEM FOR THE PAYMENT OF SAID LOAN.

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
this 27th day of May, 2025

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on May 27, 2025.

TABLE OF CONTENTS

Section 1.	Definitions.	5
Section 2.	Incorporation of Preambles.	7
Section 3.	Determination to Borrow Funds.	7
Section 4.	Acceptance of Loan Agreement.	8
Section 5.	Loan Payable Solely from Pledged Revenues	8
Section 6.	Continuation of Water Fund and Accounts Thereof	8
Section 7.	Flow of Funds in Water Fund.....	9
Section 8.	Additional IEPA Loans	11
Section 9.	Not Tax-Exempt	11
Section 10.	Severability	11
Section 11.	Repealer	12
Section 12.	Effective Date	12

ORDINANCE NO. _____

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$5,620,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"), and has for many years owned and operated a municipally-owned combined waterworks and sewerage system (the "*System*") pursuant to Division 129 of Article 11 of the Municipal Code; and

WHEREAS, the Mayor and the City Council of the City (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake certain improvements to the System, including a water main replacement program to be undertaken in calendar year 2025, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the Corporate Authorities; and

WHEREAS, the costs of the Project are estimated by the Corporate Authorities to be not more than \$5,620,000, but the City does not currently have sufficient funds on hand and lawfully

available to pay such costs, nor does it expect to have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the City that the Project be constructed; and

WHEREAS, for the purpose of providing funds to pay the costs of the Project, the Corporate Authorities adopted Ordinance No. 2025-21 on March 11, 2025 (the “*Authorizing Ordinance*”), authorizing the City to borrow funds in an aggregate principal amount not to exceed \$5,620,000 from the Illinois Environmental Protection Agency (the “*IEPA*”) on the terms as set forth in the Authorizing Ordinance; and

WHEREAS, on the 16th day of March, 2025, the Authorizing Ordinance, together with a notice of the adoption of the Authorizing Ordinance (the “*Notice*”), were duly published in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance and the Notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the City; and

WHEREAS, more than thirty (30) days expired after the date of publication of the Authorizing Ordinance and the Notice, and no petitions with the requisite number of valid signatures thereon were filed with the City Clerk requesting that the question of the borrowing of such funds from the IEPA be submitted to referendum; and

WHEREAS, the Corporate Authorities have heretofore, and it hereby is, determined that the City has been authorized to borrow such funds payable from the revenues of the System in the aggregate amount of not to exceed \$5,620,000 (which aggregate amount may be increased by the

amount of any interest added to the original principal balance of the Loan during the construction loan interest period) for the purpose of paying the costs of the Project; and

WHEREAS, the State of Illinois (the “*State*”), acting throughout the IEPA, may make one or more loans pursuant to the IEPA’s form Loan Agreement (the “*Loan Agreement*”) to the City through the “Public Water Supply Program” of the State (the “*Loan Program*”) for the purpose of paying certain eligible costs of the Project, and it is necessary and advisable to authorize the acceptance of the loan (the “*Loan*”) from the IEPA and the execution of the Loan Agreement and other appropriate Loan documents; and

WHEREAS, the Loan will be payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund (the “*Water Fund*”), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the “*Pledged Revenues*”, as hereinafter more fully defined); and

WHEREAS, the City has heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2023A (the “*Series 2023A Bonds*”), issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”), and Ordinance Number 2023-24 adopted by the Corporate Authorities on July 11, 2023 (the “*Series 2023A Bond Ordinance*”); and

WHEREAS, the City has also heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2025A (the “*Series 2025A Bonds*” and, together with the Series 2023A Bonds, the “*Water Revenue Bonds*”), issued pursuant to the Act and Ordinance Number 2024-76 adopted by the Corporate Authorities on December 10, 2024 (the “*Series 2025A*

Bond Ordinance” and, together with the Series 2023A Bond Ordinance, the “*Water Revenue Bond Ordinances*”); and

WHEREAS, pursuant to the Water Revenue Bond Ordinances, the Water Revenue Bonds are each secured ratably and equally by the Pledged Revenues;

WHEREAS, other than the Water Revenue Bonds and the currently outstanding loans to the City from the State, acting through the IEPA, through the Loan Program, there are no bonds or other obligations of the City payable from the Pledged Revenues;

WHEREAS, the Loan to be made to the City by the IEPA pursuant to the Loan Agreement and this Ordinance shall be (i) subordinate in lien to the Water Revenue Bonds, any Additional Water Revenue Debt (as hereinafter defined) and any Additional Water Bonds (as hereinafter defined) and (ii) on a parity with the North Station Loan (as hereinafter defined) and all currently outstanding loans to the City by the IEPA through the Loan Program, all as hereinafter set forth; and

WHEREAS, the Water Revenue Bond Ordinances permit the issuance of obligations on a lien subordinate to the Water Revenue Bonds, any Additional Water Revenue Debt and any Additional Water Bonds; and

WHEREAS, it is hereby determined that it is in the best interests of the City that the City borrow the Loan from the IEPA pursuant to the Loan Agreement in the amount of not to exceed \$5,620,000 at this time for the purpose of paying the costs of the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles to this Ordinance:

Act
Authorizing Ordinance
City
Corporate Authorities
IEPA
Loan
Loan Agreement
Loan Program
Municipal Code
Notice
Project
Series 2023A Bonds
Series 2023A Bond Ordinance
Series 2025A Bonds
Series 2025A Bond Ordinance
State
System
Water Fund
Water Revenue Bonds
Water Revenue Bond Ordinances

B. The following words and terms are defined as set forth.

“Additional Water Bonds” means (i) any revenue bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Municipal Code, and (ii) any alternate bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Act, in either case on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Revenue Debt, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional Water Revenue Debt” means the WIFIA Loan and any other evidence of indebtedness, other than the Water Revenue Bonds and the Additional Water Bonds, incurred by the City on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Bonds, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional IEPA Loans” means any loans or revenue bonds payable from all or a portion of the Pledged Revenues issued subsequent in time to the date hereof in connection with an IEPA Loan, issued either subordinate to or on a parity with, and sharing ratably and equally in, the Pledged Revenues with the IEPA Loans, the Water Revenue Bonds, the Additional Water Revenue Debt or the Additional Water Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Fiscal Year” means a twelve-month period beginning May 1 of the calendar year and ending on the next succeeding April 30.

“Future Water Bond Ordinances” means the ordinances of the City authorizing the issuance of bonds or other debt payable from a prior lien with respect to the Pledged Revenues, but not including the Water Revenue Bond Ordinances or any other ordinance authorizing the issuance of Additional Water Bonds.

“Gross Revenues” means all income from whatever source derived from the System, including, without limitation, (i) operating revenues and receipts; (ii) investment income; (iii) connection, permit and inspection fees and the like; and (iv) penalties and delinquency charges; but expressly excluding (a) non-recurring income from the sale of property of the System; (b) governmental or other grants; (c) advances from or grants made to the City; (d) capital development, reimbursement, or recovery charges and the like; and (e) annexation or pre-annexation charges insofar as designated by the Corporate Authorities as paid for System connection or service; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“IEPA Loans” means, collectively, all from time to time Outstanding loans to the City from the IEPA, or any successor agency under the laws of the State, including, without limitation, the Loan and the North Station Loan.

“IEPA Loan Subaccount of the Surplus Account” means the IEPA Loan Subaccount of the Surplus Account established hereunder and further described in Section 7 of this Ordinance.

“Mayor” means the Mayor of the City.

“Net Revenues” means Gross Revenues minus Operation and Maintenance Expenses.

“North Station Loan” means the loan from the IEPA to the City in the amount of \$19,940,000 authorized pursuant to an ordinance of the Corporate Authorities adopted on the date of this Ordinance with respect to the construction of a north receiving station and north tank.

“Operation and Maintenance Expenses” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the City pursuant to long term contracts for such services as and to the extent provided in such contracts and specifically

including all payments to the DuPage Water Commission for the purchase of water); but excluding debt service, depreciation, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 27th day of May, 2025, as supplemented and amended.

“*Outstanding*”, “*Outstanding Water Bonds*”, “*Outstanding Additional Water Revenue Debt*”, and “*Outstanding IEPA Loans*”, when used solely with reference to any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans, means such of those Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans which are outstanding and unpaid; provided, however, such term shall not include any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereon, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and interest and applicable premium, if any, on the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans and the Additional IEPA Loans.

“*Pledged Revenues*” means, collectively, (i) the Net Revenues, (ii) all collections of the Places for Eating Tax, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

“*Surplus Account*” means the Surplus Account of the Water Fund created pursuant to the Water Revenue Bond Ordinances.

“*Treasurer*” means the Treasurer of the City.

“*WIFIA Loan*” means any secured loan made by the United States Environmental Protection Agency to the City pursuant to the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121, as amended, codified as 33 U.S.C. §§ 3901-3915.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference thereto.

Section 3. Determination to Borrow Funds. It is hereby found and determined that it is necessary and in the best interests of the City to construct the Project and, in order the finance

such construction, to borrow funds from the IEPA under the Loan Program in the amount of not to exceed \$5,620,000 (which aggregate amount may be increased by the amount of any interest added to the original principal balance of the Loan during the construction loan interest period) pursuant to the terms of the Loan Agreement, and that such borrowing is necessary for the welfare of the government and affairs of the City, is a public purpose and is in the public interest. After issuance of the Loan, the aggregate principal amount of the Loan may be increased by amounts of interest added to the original principal balance of the Loan during the construction loan interest period, as provided for in the Loan Agreement.

Section 4. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the Loan through the Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein. The Corporate Authorities further agree that the proceeds of the Loan shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement. Any of the officers and officials of the City shall be authorized to take all necessary action to complete the borrowing in accordance with the terms of the Loan Agreement.

Section 5. Loan Payable Solely from Pledged Revenues. The Loan shall be payable solely from the Pledged Revenues on deposit in the IEPA Loan Subaccount of the Surplus Account after the required deposits of funds in the Water Fund have been made pursuant to Section 7 of this Ordinance, and shall not constitute an indebtedness of the City within the meaning of any constitutional provision or limitation.

Section 6. Continuation of Water Fund and Accounts Thereof. Upon the execution of the Loan Agreement, the System shall continue to be operated on a Fiscal Year basis. All of the Gross Revenues shall be set aside as collected and be deposited into a separate fund and in an account in a bank designated by the Corporate Authorities, which fund has been heretofore

created and is hereby expressly continued, and which fund is designated as the “Water Fund” (the “*Water Fund*”) of the City. The Water Fund shall constitute a trust fund for the purpose, among others, of carrying out the covenants, terms, and conditions of the Water Revenue Bond Ordinances, this Ordinance and any Future Water Bond Ordinances, and shall be used only in paying Operation and Maintenance Expenses, providing an adequate depreciation fund, paying the principal of and interest on all bonds and other debt of the City which by their terms are payable from the Pledged Revenues, providing for the continuation or establishment of and expenditure from the respective accounts as hereinafter described, and for such other System-related purposes as may be provided by law and contract. In addition to the Gross Revenues, the revenues received from the collection of the Places for Eating Tax shall be deposited into the Water Fund and credited thereto on or before the first (1st) day of each month by the Treasurer.

Section 7. Flow of Funds in Water Fund. The Water Revenue Bond Ordinances continued or created, as the case may be, separate accounts in the Water Fund known as the “Operation and Maintenance Account,” the “Alternate Bond and Interest Account (Water),” the “Depreciation Account,” the “Places for Eating Tax Account,” and the “Surplus Account” (originally referred to as “Surplus Account (2025A)” under the Series 2025A Bond Ordinance and “Surplus Account” under the Series 2023A Bond Ordinance), all of which accounts and deposits therein are hereby expressly continued and maintained in the manner as set forth in the Water Revenue Bond Ordinances. As provided in Water Revenue Bond Ordinances, after monthly deposits are made into (i) the Operation and Maintenance Account to pay Operation and Maintenance Expenses, (ii) the Alternate Bond and Interest Account (Water) which, together with funds transferred therein from the Places for Eating Tax Account, are to be used for the purpose of paying interest and principal of Outstanding Water Bonds, and (iii) the Depreciation Account to provide an adequate depreciation fund for the System, all moneys

remaining in the Water Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in such accounts, shall be credited each month to the Surplus Account.

Funds in the Surplus Account shall first be used first to make up any subsequent deficiencies in any of the accounts hereinabove named and then, at the discretion of the Corporate Authorities, shall be used for one or more of the purposes as described in Section 12(e) of the Series 2025A Bond Ordinance, without any priority among them. All Pledged Revenues remaining in the Surplus Fund after use for such purposes shall be deposited into a separate and segregated subaccount hereby created and designated the “IEPA Loan Subaccount of the Surplus Account” (the “*IEPA Loan Subaccount*”), and used as follows:

A. There shall be paid into the IEPA Loan Subaccount a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding IEPA Loans, and also a fractional amount of the principal becoming due on the next succeeding principal payment date of all of the Outstanding IEPA Loans until there shall have been accumulated in the IEPA Loan Subaccount on or before the last day of the month preceding such payment date of interest or principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding IEPA Loans.

B. The fractional amount to be set aside each month in the IEPA Loan Subaccount shall be computed so that sufficient funds will be set aside in the IEPA Loan Subaccount and will be available for the prompt payment of such principal of and interest on all Outstanding IEPA Loans as will become due and shall be not less than one-fifth of the interest and principal becoming due on the next succeeding interest and principal payment date on all Outstanding IEPA Loans until there is sufficient money in the IEPA Loan Subaccount to pay such principal or interest.

C. Credits to the IEPA Loan Subaccount may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in the IEPA Loan Subaccount to meet principal and interest requirements in the IEPA Loan Subaccount for the balance of such Fiscal Year, but such credits shall again be resumed at the beginning of the next Fiscal Year.

D. All moneys in the IEPA Loan Subaccount shall be used only for the purpose of paying interest on and principal of all Outstanding IEPA Loans.

E. Any funds remaining in the Surplus Account after making the aforesaid deposits to the credit of the IEPA Loan Subaccount, at the discretion of the Corporate

Authorities, shall be used first, as may be provided in the Water Revenue Bond Ordinances or any Future Revenue Bond Ordinance, as may be applicable, and such remaining amounts shall be used for one or more of the following purposes without any priority among them:

(1) For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the System; or

(2) For the purpose of prepaying any Outstanding IEPA Loans which are prepayable at the time; or

(3) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements and extensions to the System; or

(4) For any other lawful System purpose.

Section 8. Additional IEPA Loans. Notwithstanding anything in this Ordinance to the contrary, the City reserves the right to issue Additional IEPA Loans from time to time payable from the Pledged Revenues, and any such Additional IEPA Loans may either be subordinate to or share ratably and equally in the Pledged Revenues with the Water Revenue Bonds, the Additional Water Bonds and the IEPA Loans.

Section 9. Not Tax-Exempt. The City agrees and, by making the Loan, the IEPA agrees and acknowledges that interest on the Loan is not tax-exempt pursuant to any provision of the Code which is currently in effect and in existence on the date hereof. As used herein, “*tax-exempt*” means, with respect to the Loan, the status of interest paid and received thereon as not includible in the gross income of the maker thereof under the Code for federal income tax purposes.

Section 10. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 11. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 12. Effective Date. This Ordinance shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Corporate Authorities on May 27, 2025 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS**

By: _____
Mayor

APPROVED this 27th day of May, 2025.

Attest:

City Clerk

Alderman _____ moved and Alderman _____ seconded the motion that the Ordinance as presented be adopted.

A City Council discussion of the matter followed. During the City Council discussion, the Mayor gave a public recital of the nature of the matter being considered and other information that informed the public of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt the Ordinance.

Upon the roll being called, the following Aldermen:

_____ voted AYE, and the following Aldermen:

_____ voted NAY.

Whereupon the Mayor declared the motion carried and the Ordinance adopted and approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

City Clerk, United City of Yorkville,
Kendall County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of May, 2025, insofar as same relates to the adoption of Ordinance No. 2025 - _____ entitled:

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$5,620,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City’s water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City this 27th day of May, 2025.

(SEAL)

Clerk, United City of Yorkville,
Kendall County, Illinois

MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held at the City Council Chambers of the City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois, in said City at 7 o'clock P.M., on the 27th day of May, 2025.

* * *

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the Mayor, and the following Aldermen were physically present at said location: _____

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by the laws of the State of Illinois and the rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that in order to finance certain necessary improvements to the City's water system, it would be necessary for the City to borrow funds from the Illinois Environmental Protection Agency and that the City Council would consider the adoption of an ordinance authorizing the City to borrow such funds and to enter into a loan agreement with respect thereto. Thereupon, Alderman _____ presented, and the City Clerk read by title an ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested the same:

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE BORROWING OF AN AGGREGATE PRINCIPAL AMOUNT OF \$19,940,000 FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE PURPOSE OF FINANCING THE COSTS OF NECESSARY IMPROVEMENTS TO THE CITY'S WATER DELIVERY SYSTEM, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT RELATING TO SUCH LOAN AND PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF THE WATER SYSTEM FOR THE PAYMENT OF SAID LOAN.

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
this 27th day of May, 2025

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on May 27, 2025.

TABLE OF CONTENTS

Section 1.	Definitions.	5
Section 2.	Incorporation of Preambles.	7
Section 3.	Determination to Borrow Funds.	8
Section 4.	Acceptance of Loan Agreement.	8
Section 5.	Loan Payable Solely from Pledged Revenues	8
Section 6.	Continuation of Water Fund and Accounts Thereof	8
Section 7.	Flow of Funds in Water Fund.....	9
Section 8.	Additional IEPA Loans	11
Section 9.	Not Tax-Exempt	11
Section 10.	Severability	11
Section 11.	Repealer	12
Section 12.	Effective Date	12

ORDINANCE NO. _____

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$19,940,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City's water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan.

* * *

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"), and has for many years owned and operated a municipally-owned combined waterworks and sewerage system (the "*System*") pursuant to Division 129 of Article 11 of the Municipal Code; and

WHEREAS, the Mayor and the City Council of the City (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of the public health, safety, welfare and convenience of the City to undertake certain improvements to the System, including the construction of a north receiving station and a north tank, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and replacement of water mains (collectively, the "*Project*"), all in accordance with the preliminary plans and estimates of costs therefor heretofore presented to the Corporate Authorities; and

WHEREAS, the costs of the Project are estimated by the Corporate Authorities to be not more than \$19,940,000, but the City does not currently have sufficient funds on hand and lawfully

available to pay such costs, nor does it expect to have sufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the City that the Project be constructed; and

WHEREAS, for the purpose of providing funds to pay the costs of the Project, the Corporate Authorities adopted Ordinance No. 2025-38 on April 22, 2025 (the “*Authorizing Ordinance*”), authorizing the City to borrow funds in an aggregate principal amount not to exceed \$19,940,000 from the Illinois Environmental Protection Agency (the “*IEPA*”) on the terms as set forth in the Authorizing Ordinance; and

WHEREAS, on the 16th day of March, 2025, the Authorizing Ordinance, together with a notice of the adoption of the Authorizing Ordinance (the “*Notice*”), were duly published in the *Aurora Beacon-News*, the same being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance and the Notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the City; and

WHEREAS, more than thirty (30) days expired after the date of publication of the Authorizing Ordinance and the Notice, and no petitions with the requisite number of valid signatures thereon were filed with the City Clerk requesting that the question of the borrowing of such funds from the IEPA be submitted to referendum; and

WHEREAS, the Corporate Authorities have heretofore, and it hereby is, determined that the City has been authorized to borrow such funds payable from the revenues of the System in the aggregate amount of not to exceed \$19,940,000 (which aggregate amount may be increased by the

amount of any interest added to the original principal balance of the Loan during the construction loan interest period) for the purpose of paying the costs of the Project; and

WHEREAS, the State of Illinois (the “*State*”), acting throughout the IEPA, may make one or more loans pursuant to the IEPA’s form Loan Agreement (the “*Loan Agreement*”) to the City through the “Public Water Supply Program” of the State (the “*Loan Program*”) for the purpose of paying certain eligible costs of the Project, and it is necessary and advisable to authorize the acceptance of the loan (the “*Loan*”) from the IEPA and the execution of the Loan Agreement and other appropriate Loan documents; and

WHEREAS, the Loan will be payable from (i) the net revenues derived from the operation of the System, (ii) all collections of any non-home rule “places for eating” sales tax imposed by the City and deposited into the City’s Water Fund (the “*Water Fund*”), and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund (collectively, the “*Pledged Revenues*”, as hereinafter more fully defined); and

WHEREAS, the City has heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2023A (the “*Series 2023A Bonds*”), issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”), and Ordinance Number 2023-24 adopted by the Corporate Authorities on July 11, 2023 (the “*Series 2023A Bond Ordinance*”); and

WHEREAS, the City has also heretofore issued and has outstanding its General Obligation Bonds (Alternate Revenue Source), Series 2025A (the “*Series 2025A Bonds*” and, together with the Series 2023A Bonds, the “*Water Revenue Bonds*”), issued pursuant to the Act and Ordinance Number 2024-76 adopted by the Corporate Authorities on December 10, 2024 (the “*Series 2025A*

Bond Ordinance” and, together with the Series 2023A Bond Ordinance, the “*Water Revenue Bond Ordinances*”); and

WHEREAS, pursuant to the Water Revenue Bond Ordinances, the Water Revenue Bonds are each secured ratably and equally by the Pledged Revenues;

WHEREAS, other than the Water Revenue Bonds and the currently outstanding loans to the City from the State, acting through the IEPA, through the Loan Program, there are no bonds or other obligations of the City payable from the Pledged Revenues;

WHEREAS, the Loan to be made to the City by the IEPA pursuant to the Loan Agreement and this Ordinance shall be (i) subordinate in lien to the Water Revenue Bonds, any Additional Water Revenue Debt (as hereinafter defined) and any Additional Water Bonds (as hereinafter defined) and (ii) on a parity with the Water Main Replacement Loan (as hereinafter defined) and all currently outstanding loans to the City by the IEPA through the Loan Program, all as hereinafter set forth; and

WHEREAS, the Water Revenue Bond Ordinances permit the issuance of obligations on a lien subordinate to the Water Revenue Bonds, any Additional Water Revenue Debt and any Additional Water Bonds; and

WHEREAS, it is hereby determined that it is in the best interests of the City that the City borrow the Loan from the IEPA pursuant to the Loan Agreement in the amount of not to exceed \$19,940,000 at this time for the purpose of paying the costs of the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles to this Ordinance:

Act
Authorizing Ordinance
City
Corporate Authorities
IEPA
Loan
Loan Agreement
Loan Program
Municipal Code
Notice
Project
Series 2023A Bonds
Series 2023A Bond Ordinance
Series 2025A Bonds
Series 2025A Bond Ordinance
State
System
Water Fund
Water Revenue Bonds
Water Revenue Bond Ordinances

B. The following words and terms are defined as set forth.

“Additional Water Bonds” means (i) any revenue bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Municipal Code, and (ii) any alternate bonds to be issued subsequent in time to the date hereof in accordance with the provisions of the Act, in either case on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Revenue Debt, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional Water Revenue Debt” means the WIFIA Loan and any other evidence of indebtedness, other than the Water Revenue Bonds and the Additional Water Bonds, incurred by the City on a parity with and sharing ratably and equally in all or a portion of the Pledged Revenues with the Water Revenue Bonds and the Additional Water Bonds, and having a lien priority with respect to the Pledged Revenues superior to the IEPA Loans and the Additional IEPA Loans.

“Additional IEPA Loans” means any loans or revenue bonds payable from all or a portion of the Pledged Revenues issued subsequent in time to the date hereof in connection with an IEPA Loan, issued either subordinate to or on a parity with, and sharing ratably and equally in, the Pledged Revenues with the IEPA Loans, the Water Revenue Bonds, the Additional Water Revenue Debt or the Additional Water Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Fiscal Year” means a twelve-month period beginning May 1 of the calendar year and ending on the next succeeding April 30.

“Future Water Bond Ordinances” means the ordinances of the City authorizing the issuance of bonds or other debt payable from a prior lien with respect to the Pledged Revenues, but not including the Water Revenue Bond Ordinances or any other ordinance authorizing the issuance of Additional Water Bonds.

“Gross Revenues” means all income from whatever source derived from the System, including, without limitation, (i) operating revenues and receipts; (ii) investment income; (iii) connection, permit and inspection fees and the like; and (iv) penalties and delinquency charges; but expressly excluding (a) non-recurring income from the sale of property of the System; (b) governmental or other grants; (c) advances from or grants made to the City; (d) capital development, reimbursement, or recovery charges and the like; and (e) annexation or pre-annexation charges insofar as designated by the Corporate Authorities as paid for System connection or service; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“IEPA Loans” means, collectively, all from time to time Outstanding loans to the City from the IEPA, or any successor agency under the laws of the State, including, without limitation, the Loan and the Water Main Replacement Loan.

“IEPA Loan Subaccount of the Surplus Account” means the IEPA Loan Subaccount of the Surplus Account established hereunder and further described in Section 7 of this Ordinance.

“Mayor” means the Mayor of the City.

“Net Revenues” means Gross Revenues minus Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the City pursuant to long term contracts for such services as and to the extent provided in such contracts and specifically including all payments to the DuPage Water Commission for the purchase of water); but excluding debt service, depreciation, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 27th day of May, 2025, as supplemented and amended.

“*Outstanding*”, “*Outstanding Water Bonds*”, “*Outstanding Additional Water Revenue Debt*”, and “*Outstanding IEPA Loans*”, when used solely with reference to any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans, means such of those Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans which are outstanding and unpaid; provided, however, such term shall not include any of the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans or the Additional IEPA Loans (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereon, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and interest and applicable premium, if any, on the Water Revenue Bonds, the Additional Water Revenue Debt, the Additional Water Bonds, the IEPA Loans and the Additional IEPA Loans.

“*Pledged Revenues*” means, collectively, (i) the Net Revenues, (ii) all collections of the Places for Eating Tax, and (iii) certain moneys on deposit from time to time in the funds and accounts held within the Water Fund.

“*Surplus Account*” means the Surplus Account of the Water Fund created pursuant to the Water Revenue Bond Ordinances.

“*Treasurer*” means the Treasurer of the City.

“*Water Main Replacement Loan*” means the loan from the IEPA to the City in the amount of \$5,620,000 authorized pursuant to an ordinance of the Corporate Authorities adopted on the date of this Ordinance with respect to a water main replacement program to be undertaken in calendar year 2025.

“*WIFIA Loan*” means any secured loan made by the United States Environmental Protection Agency to the City pursuant to the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121, as amended, codified as 33 U.S.C. §§ 3901-3915.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference thereto.

Section 3. Determination to Borrow Funds. It is hereby found and determined that it is necessary and in the best interests of the City to construct the Project and, in order the finance such construction, to borrow funds from the IEPA under the Loan Program in the amount of not to exceed \$19,940,000 (which aggregate amount may be increased by the amount of any interest added to the original principal balance of the Loan during the construction loan interest period) pursuant to the terms of the Loan Agreement, and that such borrowing is necessary for the welfare of the government and affairs of the City, is a public purpose and is in the public interest. After issuance of the Loan, the aggregate principal amount of the Loan may be increased by amounts of interest added to the original principal balance of the Loan during the construction loan interest period, as provided for in the Loan Agreement.

Section 4. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the Loan through the Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein. The Corporate Authorities further agree that the proceeds of the Loan shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement. The Mayor is hereby authorized and directed to execute the Loan Agreement. Any of the officers and officials of the City shall be authorized to take all necessary action to complete the borrowing in accordance with the terms of the Loan Agreement.

Section 5. Loan Payable Solely from Pledged Revenues. The Loan shall be payable solely from the Pledged Revenues on deposit in the IEPA Loan Subaccount of the Surplus Account after the required deposits of funds in the Water Fund have been made pursuant to Section 7 of this Ordinance, and shall not constitute an indebtedness of the City within the meaning of any constitutional provision or limitation.

Section 6. Continuation of Water Fund and Accounts Thereof. Upon the execution of the Loan Agreement, the System shall continue to be operated on a Fiscal Year basis. All of

the Gross Revenues shall be set aside as collected and be deposited into a separate fund and in an account in a bank designated by the Corporate Authorities, which fund has been heretofore created and is hereby expressly continued, and which fund is designated as the “Water Fund” (the “*Water Fund*”) of the City. The Water Fund shall constitute a trust fund for the purpose, among others, of carrying out the covenants, terms, and conditions of the Water Revenue Bond Ordinances, this Ordinance and any Future Water Bond Ordinances, and shall be used only in paying Operation and Maintenance Expenses, providing an adequate depreciation fund, paying the principal of and interest on all bonds and other debt of the City which by their terms are payable from the Pledged Revenues, providing for the continuation or establishment of and expenditure from the respective accounts as hereinafter described, and for such other System-related purposes as may be provided by law and contract. In addition to the Gross Revenues, the revenues received from the collection of the Places for Eating Tax shall be deposited into the Water Fund and credited thereto on or before the first (1st) day of each month by the Treasurer.

Section 7. Flow of Funds in Water Fund. The Water Revenue Bond Ordinances continued or created, as the case may be, separate accounts in the Water Fund known as the “Operation and Maintenance Account,” the “Alternate Bond and Interest Account (Water),” the “Depreciation Account,” the “Places for Eating Tax Account,” and the “Surplus Account” (originally referred to as “Surplus Account (2025A)” under the Series 2025A Bond Ordinance and “Surplus Account” under the Series 2023A Bond Ordinance), all of which accounts and deposits therein are hereby expressly continued and maintained in the manner as set forth in the Water Revenue Bond Ordinances. As provided in Water Revenue Bond Ordinances, after monthly deposits are made into (i) the Operation and Maintenance Account to pay Operation and Maintenance Expenses, (ii) the Alternate Bond and Interest Account (Water) which, together with funds transferred therein from the Places for Eating Tax Account, are to be used

for the purpose of paying interest and principal of Outstanding Water Bonds, and (iii) the Depreciation Account to provide an adequate depreciation fund for the System, all moneys remaining in the Water Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in such accounts, shall be credited each month to the Surplus Account.

Funds in the Surplus Account shall first be used first to make up any subsequent deficiencies in any of the accounts hereinabove named and then, at the discretion of the Corporate Authorities, shall be used for one or more of the purposes as described in Section 12(e) of the Series 2025A Bond Ordinance, without any priority among them. All Pledged Revenues remaining in the Surplus Fund after use for such purposes shall be deposited into a separate and segregated subaccount hereby created and designated the “IEPA Loan Subaccount of the Surplus Account” (the “*IEPA Loan Subaccount*”), and used as follows:

A. There shall be paid into the IEPA Loan Subaccount a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding IEPA Loans, and also a fractional amount of the principal becoming due on the next succeeding principal payment date of all of the Outstanding IEPA Loans until there shall have been accumulated in the IEPA Loan Subaccount on or before the last day of the month preceding such payment date of interest or principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding IEPA Loans.

B. The fractional amount to be set aside each month in the IEPA Loan Subaccount shall be computed so that sufficient funds will be set aside in the IEPA Loan Subaccount and will be available for the prompt payment of such principal of and interest on all Outstanding IEPA Loans as will become due and shall be not less than one-fifth of the interest and principal becoming due on the next succeeding interest and principal payment date on all Outstanding IEPA Loans until there is sufficient money in the IEPA Loan Subaccount to pay such principal or interest.

C. Credits to the IEPA Loan Subaccount may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in the IEPA Loan Subaccount to meet principal and interest requirements in the IEPA Loan Subaccount for the balance of such Fiscal Year, but such credits shall again be resumed at the beginning of the next Fiscal Year.

D. All moneys in the IEPA Loan Subaccount shall be used only for the purpose of paying interest on and principal of all Outstanding IEPA Loans.

E. Any funds remaining in the Surplus Account after making the aforesaid deposits to the credit of the IEPA Loan Subaccount, at the discretion of the Corporate Authorities, shall be used first, as may be provided in the Water Revenue Bond Ordinances or any Future Revenue Bond Ordinance, as may be applicable, and such remaining amounts shall be used for one or more of the following purposes without any priority among them:

(1) For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the System; or

(2) For the purpose of prepaying any Outstanding IEPA Loans which are prepayable at the time; or

(3) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements and extensions to the System; or

(4) For any other lawful System purpose.

Section 8. Additional IEPA Loans. Notwithstanding anything in this Ordinance to the contrary, the City reserves the right to issue Additional IEPA Loans from time to time payable from the Pledged Revenues, and any such Additional IEPA Loans may either be subordinate to or share ratably and equally in the Pledged Revenues with the Water Revenue Bonds, the Additional Water Bonds and the IEPA Loans.

Section 9. Not Tax-Exempt. The City agrees and, by making the Loan, the IEPA agrees and acknowledges that interest on the Loan is not tax-exempt pursuant to any provision of the Code which is currently in effect and in existence on the date hereof. As used herein, “*tax-exempt*” means, with respect to the Loan, the status of interest paid and received thereon as not includible in the gross income of the maker thereof under the Code for federal income tax purposes.

Section 10. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision

shall not affect any of the other provisions of this Ordinance.

Section 11. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 12. Effective Date. This Ordinance shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Corporate Authorities on May 27, 2025 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

**UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS**

By: _____
Mayor

APPROVED this 27th day of May, 2025.

Attest:

City Clerk

Alderman _____ moved and Alderman _____ seconded the motion that the Ordinance as presented be adopted.

A City Council discussion of the matter followed. During the City Council discussion, the Mayor gave a public recital of the nature of the matter being considered and other information that informed the public of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt the Ordinance.

Upon the roll being called, the following Aldermen:

_____ voted AYE, and the following Aldermen:

_____ voted NAY.

Whereupon the Mayor declared the motion carried and the Ordinance adopted and approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

City Clerk, United City of Yorkville,
Kendall County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of May, 2025, insofar as same relates to the adoption of Ordinance No. 2025 - _____ entitled:

AN ORDINANCE of the United City of Yorkville, Kendall County, Illinois, authorizing the borrowing of an aggregate principal amount of \$19,940,000 from the Illinois Environmental Protection Agency for the purpose of financing the costs of necessary improvements to the City’s water delivery system, authorizing the execution of a loan agreement relating to such loan and providing for the collection, segregation and distribution of the revenues of the water system for the payment of said loan,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City this 27th day of May, 2025.

(SEAL)

Clerk, United City of Yorkville,
Kendall County, Illinois



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2025-46

Agenda Item Summary Memo

Title: July 4, 2026 Fireworks Display Contract and Budget Amendment

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

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: Tim Evans Parks & Recreation
Name Department

Agenda Item Notes:



Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
Rob Fredrickson, Finance Director
CC: Bart Olson, City Administrator
Date: May 19, 2025
Subject: 2026 July 4th Fireworks Display Contract Approval

Summary

Review and approval of the City's 2026 July 4th fireworks display contract with a corresponding budget amendment.

Background

Approximately fourteen (14) years ago, staff members of the City's Parks & Recreation Department began volunteering with the Yorkville Area 4th of July Celebration committee in organizing the annual Yorkville Area 4th of July event and fireworks display. The City graciously offered to continue with police assistance, loaning of equipment (such as barricades, cones, utility vehicles, port-a-lets etc.) and creating a "City 4th of July" account to collect revenues and pay expenses.

Since City staff started volunteering with the Yorkville Area 4th of July Celebration, the City has periodically held additional fireworks displays at other City events, such as St. Patrick's Day, Holiday Celebration and a Summer Kick Off, for residents to enjoy, especially during the pandemic. With the United States celebrating its 250th birthday next year (July 4, 2026) and marking the 250th anniversary of the signing of the Declaration of Independence, staff has begun considering potential options to highlight this momentous occasion in our nations' history during the 2026 Yorkville 4th of July Celebration. One of these options is to enhance the Yorkville 4th of July Celebration fireworks display. Also, the City's fireworks display company contacted staff informing them that the City may want to secure next year's contract early as they are expecting communities who traditionally never host a fireworks show to consider hosting one next year, since it is America's 250th birthday.

To ensure the City has a fitting fireworks performance for America's 250th birthday, staff will need to sign a 2026 4th of July fireworks display contract that will exceed \$25,000. To receive the best purchase price, in 2021, Parks & Recreation staff released a Fireworks Display Request for Proposal (RFP). One (1) fireworks manufacturer submitted a proposal, Mad Bomber Fireworks Productions, which the City, Fire Department and the 4th of July Committee have contracted with for many years. It is important to note the outstanding relationship the City and Bristol Kendall Fire Department have with Mad Bombers/Chicago Drone Light Shows.

With America's 250th birthday next year, securing another fireworks company may be difficult, particularly since the City had only one (1) company submit a contract proposal four (4) years ago. Additionally, as one of the options to highlight America's 250th birthday during the 2026 Yorkville 4th of July Celebration, staff is proposing to significantly enhance the 2026 4th of July fireworks display.

For these reasons, staff is bringing the 2026 July 4th fireworks display contract to the Council for approval. Attached is the contract proposal. Highlights of the contract follow:

- 1) Chicago Drone Light Shows is affiliated with Mad Bomber Fireworks Productions.
 1. Proposed price of \$110,000 includes fireworks, drones and drones plus pyro.
 2. 20 – 22 minute fireworks and drone display show outline and proposed specialty effects is included within the attached contract proposal.
 3. Price includes a \$20,000 discount that is valid until 7/1/2025.
 4. A 30% deposit and signed contract will be needed to lock in the display and purchase price.

In order to formally extend the contract for another year, we must amend the current year (FY 26) budget, as any contractual commitment of the City to expend funds must be followed by a subsequent appropriation per State Statute. Since the firework shows will not take place until the next fiscal year, staff would roll the current year amended amount of \$110,000 into FY 27, as part of the annual budget process. To keep the amendment as simple as possible, only the program supplies line item in the Recreation Department cost center of the (79) Parks & Recreation Fund has been adjusted. The actual financing mechanism(s) (i.e., program revenues, General Fund transfer, etc.) will be determined as part of the FY 27 budget process. On paper, this amendment will reduce the fund balance by \$110,000 (by increasing Recreation program supplies from \$320,000 to \$430,000); in actuality, this amendment will have no budgetary effect, since the actual expenditures will not be incurred until FY 27.

Recommendation

Staff seeks City Council approval of the attached budget amendment and contract proposal in order to execute the 2026 Yorkville 4th of July fireworks show with Chicago Drone Light Shows contract in the amount not to exceed \$110,000.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING A CONTRACT WITH CHICAGO DRONE LIGHT SHOWS FOR A CITY-SPONSORED FIREWORKS AND DRONE LIGHT SHOW DISPLAY FOR JULY 4, 2026

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, materials and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City plans to host a fireworks show for the enjoyment of residents on July 4, 2026; and

WHEREAS, the City released a Fireworks RFP in 2021, to which only one business responded, Mad Bomber Fireworks Productions (“Mad Bomber”); and

WHEREAS, the City has contracted with Mad Bomber for the supply of fireworks and related set up and production for fireworks shows that the City has hosted for at least four years, and the City and Bristol Kendall Fire Protection District maintain an outstanding relationship with Mad Bomber; and

WHEREAS, the City wishes to conduct a drone light show in addition to a fireworks show at the 2026 July 4th celebration, and Mad Bomber has therefore recommended the City contract with Chicago Drone Light Shows, a company affiliated with Mad Bomber that specializes in drone shows; and

WHEREAS, July 4, 2026 is the 250th birthday of the United States of America, and therefore, Mad Bomber recommended the City secure a contract for a July 4, 2026 fireworks show earlier than usual; and

WHEREAS, the City, therefore, desires to enter into a new contract with Chicago Drone Light Shows for a fireworks and drone show the City will be hosting during the 2026 calendar year; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health, safety and welfare of the City and its residents to authorize and approve a contract between the City and Chicago Drone Light Shows for the purchase of a fireworks and drone display and related set up and production of said display.

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. In consideration of the foregoing recitals, the Corporate Authorities hereby waive the competitive bidding requirement, pursuant to the City's Municipal Code, and authorize and direct the City Administrator to proceed with the execution of an agreement with Chicago Drone Light Shows, in an amount not to exceed \$110,000, for the production of a fireworks and drone show to be hosted by the City during the City's July 4, 2026 celebration.

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

[Remainder of page intentionally blank. Roll call vote follows]

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



CHICAGO DRONE LIGHTSHOWS



Prepared For :

Yorkville II

C/O Steve Redmon

sredmon@yorkville.il.us

Prepared By :

Zack James

Head of Operations

Zack@DroneLightShowsChicago.com

(219) 776-9545

LETTER OF INTRODUCTION



Yorkville,

Thank you for taking the time to consider us as a drone show provider for your 2026 4th of July event. We've worked with your city for decades now and can think of no better partner for our country's semiquincentennial celebration. Inside this packet, you'll find details on our team, intended performance, drone technology and approach to safety.

As you are aware, Chicago Drone Light Shows was borne out of one of the United States oldest and most well-renowned fireworks display companies, Mad Bomber Fireworks. We perform almost 500 drone and fireworks shows each year and our team is filled with individuals passionate about flight, drone technology and live event displays. With an industry-best \$10,000,000 in total general liability insurance coverage and pilots with thousands of live displays to their resume, we are confident in our ability to deliver an awe-inspiring, memorable and safe performance for your event.

I look forward to your review and response,

Zack James

Zack James, Head of Operations
Chicago Drone Light Shows
Zack@dronelightshowschicago.com
(219)776-9545

SHOW OUTLINE

OPENING BARRAGE 1-2 MINUTES

As the drones launch, the fireworks will begin as they typically do. Slow-paced, specialty shells. The fireworks will 'rip' into an barrage effect as the first drone design appears.

DRONES ONLY 5-6 MINUTES

We'll start the drone portion of the show without pyrotechnics, so we can up the 'wow-factor' as the show progresses. This would be a great time for Yorkville-specific designs.

DRONES + PYRO 7-8 MINUTES

At this point, the show starts getting very exciting. Each drone effect and transition will be punctuated with well-timed shells and cakes. Certain effects will be even more closely integrated. See the 'Specialty Effects' page below for more details of what could be included here.

FIREWORKS FINALE 5-6 MINUTES

As the drones land, we'll start to lay on the fireworks thick and heavy. This will be 5-6 minutes of fast-paced, exciting firing building up into the grand finale.



SPECIALTY EFFECTS

We plan to make your 2026 4th of July the proverbial 'feather in our cap,' i.e. go above and beyond with every detail. Specifically, we'll be adding more product than years before, synchronizing the timing and content of the drone designs and fireworks together and pacing both to music. It will 20 minutes of show that no one has ever seen before. While our design process has obviously just begun, below are some current ideas we have to give you an idea of what your show could look like.

BATTLE SHIPS FIRING

A WW2-era battle ship firing its cannons with groundbombs going off when the cannons fire. As the cannon 'round' moves through the air and impacts the target, crackle and salute effects mimic the explosion.

BOMBING RUN

The bomb-bay doors open up on a B-25 bomber and drone 'bombs' fall out, towards the ground. Ground bombs mimic explosions as the 'bombs' impact the ground. If pyro-drones are used, we'll have 'flak' shoot up at the plane and an engine fire start.

SCREAMING EAGLE

A 3-dimensional eagle flaps its wings as it flies towards the crowd. Whistles are used to simulate screeching. If pyro-drones are used, the eagle could have sparks or comets coming off of its wings.

DECLARATION OF INDEPENDENCE WATERFALL

Golden willow stacks rain down over a blank parcel of paper. As the stacks fall, the drones light up from top to bottom, revealing the opening lines to the declaration of independence.

SHELL COUNT

2" CAKES 12 (378 SHOTS)

2-1/2" CAKES 16 (576 SHOTS)

3" SHELLS **155 SHELLS**

4" SHELLS **152 SHELLS**

5" SHELLS **139 SHELLS**

**SPECIALTY
SHOTS** **50 SHELLS**

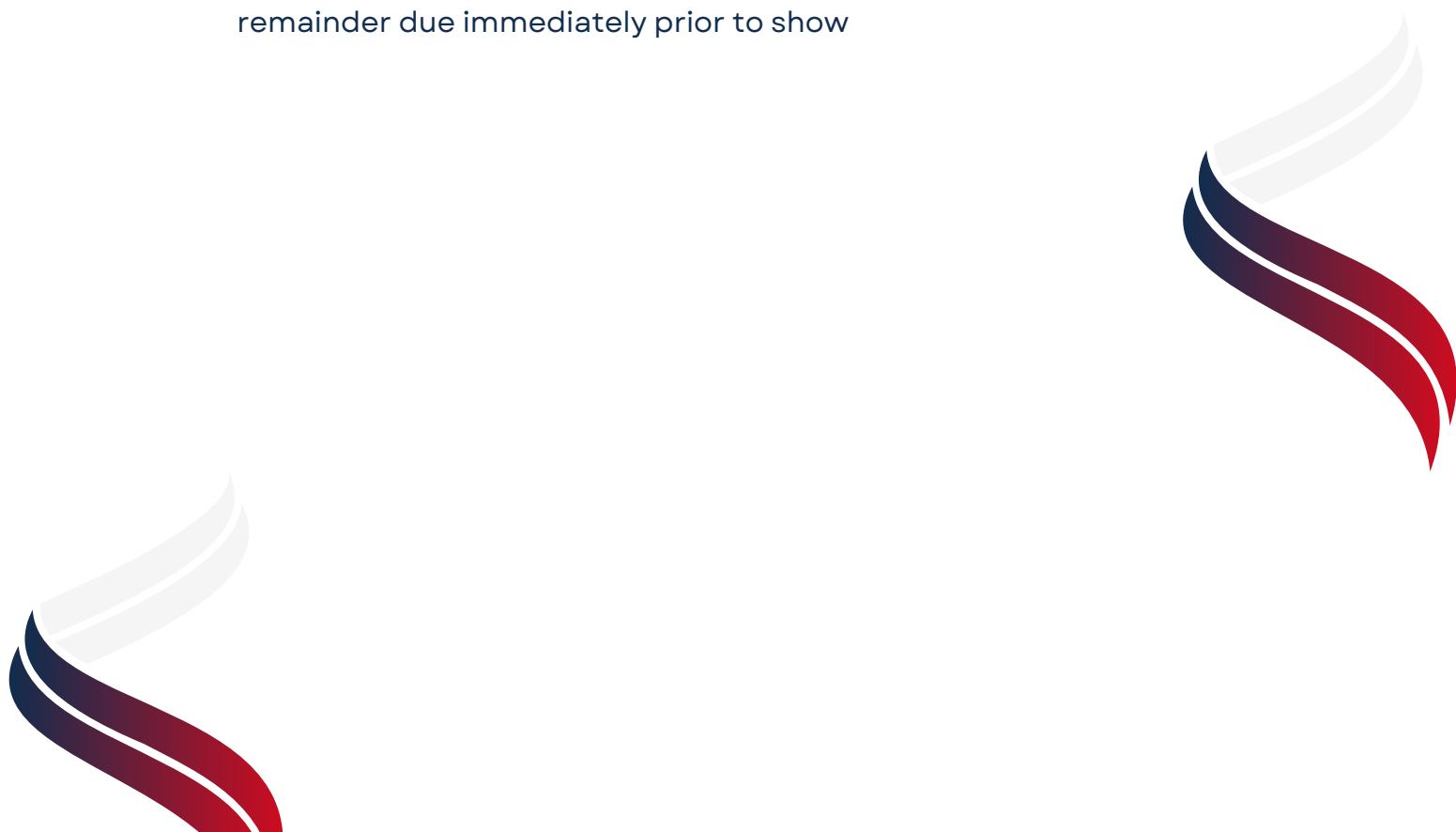
FINALE **312 SHELLS**

PRICING

Retail	\$115,000
Yorkville/Early-Signer Discount*	(\$20,000)
Yorkville Price	\$95,000
Add Pyrodrones	+\$15,000

*Discount expires 7/1/2025

30% deposit required at time of signing; 30% due 2/1/26;
remainder due immediately prior to show



ABOUT OUR COMPANY

WHO WE ARE

While drone shows are a new industry; our company was borne out of Mad Bomber Fireworks, a commercial pyrotechnics company with over 35 years experience putting on live event aerial displays. We perform hundreds of display events annually across the midwest.

OUR TEAM

Your main point of contact will be Zack James. Zack is our chief pilot and designer and flies over 50 drone shows per year. Zack holds a finance degree from Indiana University and a law degree from the University of Michigan.

OUR COMMITMENT TO YOU

Over the past 35 years, we have built Mad Bomber as one of the nation's premier firework display providers through our commitment to long term partnerships with our clients. We now bring that same commitment to our drone shows. While many of our peers are focused on high-exposure, clients and only take 'retail' shows when convenient; our business is based off of lasting relationships with municipalities, cities and parks districts. Day in and day out, we create happy clients and long term partners with organizations like yours. There is a reason why we have many clients who have been with us for 30 years+ and, once someone starts working with us, they tend to stay.



35 YEARS

IN BUSINESS

500 SHOWS

PER YEAR

THOUSANDS

OF REPEAT
CLIENTS

BEFORE YOUR SHOW DESIGN

MUSIC

We create a soundtrack for every show we design, even if it isn't going to be played at your event. We've found that a soundtrack helps with pacing and flow as well as offers a good chance for you and us to align on the show concept at the highest level.

The soundtrack we create is subject to your approval. We do not supply the sound system to play the soundtrack but bring the equipment necessary to plug into your sound system and remotely trigger the music from our control station.

DESIGN PROCESS

1. Concurrently with creating a soundtrack, you and us will work together to create a show outline. This typically consists of choosing 1-4 themes for the show. These themes are embodied within the soundtrack.
2. For each theme, we will work together to brainstorm a handful of design ideas. We usually like to come up with twice as many ideas as we will end up using, as, often we learn that some designs are not feasible later in the process.
3. After brainstorming design ideas, we will begin transforming ideas into actual, flyable designs. As designs are completed, we will send them along for review if you'd like.
4. As a final check, we send you a full video render of your show. At this point, design changes are limited to errors and small changes.
5. After you've approved the final show video, the show goes through a four-step verification process by both another member of our team as well as a 3rd party.

CUSTOM DESIGNS

Your show will contain some amount of custom designs you and us have agreed to. Custom designs differ from standard designs in that they are only usable for your show. These are typically designs such as: event logos, sponsor thank-you's, and special messages.

BEFORE YOUR SHOW

SAFETY

LEGAL APPROVALS

We file all required permissions with the FAA and other local authorities for your show and follow all applicable laws and regulations. This includes: a LAANC, FSDO notification and NOTAM. Whenever possible, we send multiple Part 107 certified pilots to each show but you will always have at least one as required by law.

INSURANCE

We carry an industry-leading \$10mm in total general liability coverage; including a drone-specific policy. We will list your organization as an additional insured on our policies.

MULTI-STEP FLIGHT AUDIT

In addition to using the industry leading design software, which in itself contains checks and redundancies to enhance safety. All of our show files go through a four-step verification process before going out to fly.

1. The show designer completes a safety checklist that covers common errors, issues and concerns
2. Another show designer on our team reviews the show file and completes their own safety checklist.
3. A third party reviews both the flight area and the show file for errors and legal compliance.
4. The Pilot-in-Command reviews the show file for both the flight area and show file, paying special attention to obstacles, unsafe maneuvers and crowd management logistics.

THE DAY OF YOUR SHOW OPERATIONS

BEFORE THE SHOW

The day of the show, we have a detailed 50+ page flight manual with loads of checklists and troubleshooting workflows. Our manual and checklists are so detailed the FAA has asked for a copy to use as a training tool for their own staff. Our base station software also has flight checklists built-in that restrict the drones from flying if not completed.

As a final check before showtime, we'll briefly hover the drones in place and visually check each one's flight characteristics. We bring approximately 10% more drones than needed so we can easily swap out any drones that show signs of issue.

DURING THE SHOW

The Pilot-in-Command (PIC) monitors the base station for:

- strength of communication signal,
- gps location accuracy, and
- low batteries.

Assistants monitor:

- the sky for malfunctioning drones,
- the sky for inbound aircraft, and
- the safety zone for out of place spectators.

In the event of an error, we can:

- halt all drones in their current location and flash a warning signal (for inbound aircraft);
- cause all drones to land where they currently are, and
- cause all drones to return to the launchpad.

AFTER THE SHOW

After the drones have come back to the launchpad, we perform a visual count to make sure each drone is accounted for. After we have confirmed that all drones safely returned, the safety zone is opened back up. This usually takes 10 minutes or less to complete. Cleanup generally takes 1-2 hours.

THE DAY OF YOUR SHOW

SAFETY

WEATHER DELAYS; CANCELLATIONS

We monitor the weather in the days before the show and plan around it accordingly. Winds tends to die down around dusk, so moving the time of the show slightly often helps. If winds are questionable, we can also shorten the length of the show slightly to ensure the batteries make it through the show. Verge X1 drones are slightly larger/heavier than other light show drones on the market; making them less susceptible to windy conditions. We want our shows to fly just as much as you do but may need to cancel or postpone a flight if winds exceed 35mph, temperatures are below 10 degrees or there is heavy rain. If a show is cancelled due to weather we will fly your show on a different mutually acceptable date, subject to the rescheduling fee set out in our contract.

SAFETY AREA SECURITY

For every foot of altitude, a safety diameter of a foot is needed DURING the show. Usually this means we need 350ft of clearance in every direction. Whenever possible we use natural barriers (fences, creeks, etc) to create this safety area. We also bring barrier tape and will be patrolling during the show but may ask for your assistance in certain circumstances. Before the show we invite spectators to come up to the edge of our setup area to see the drones.



REFERENCES

Willowbrook, IL Christmas Tree Lighting

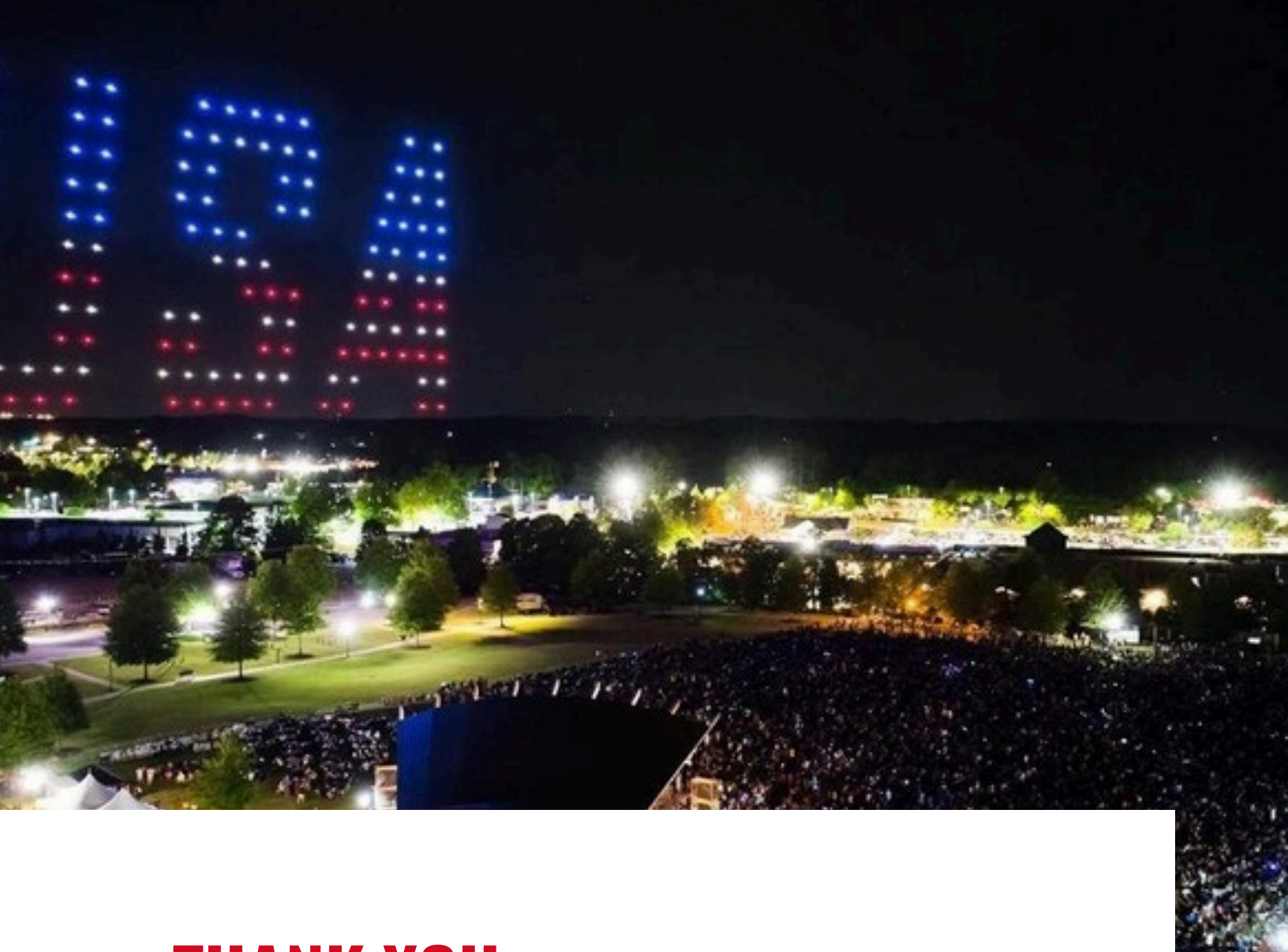
Dustin Kleefisch
835 Midway Dr
Willowbrook, IL 60527
630.920.2429
dkleefisch@willowbrook.il.us

Elmhurst University Homecoming

Marc Molina
190 Prospect Ave
Elmhurst, IL 60126
901.494.0037
marc.molina@elmhurst.edu

Blueberry Festival

Duane Culp
233 E Jefferson
P.O Box 639
Plymouth, IN 46563
574.936.5020



THANK YOU FOR YOUR REVIEW

Thank your for taking the time to review this proposal. We look forward to the possibility of working together and are standing by if you have any questions, concerns, comments or input.

CONTACT US :



Call

(219)776-9545



Mail

zack@dronelightshowschicago.com



Address

3999 E Hupp Rd; Bldg R-3-1
Laporte, IN 46350



Website

www.dronelightshowschicago.com



LET
FREEDOM
RING



Ordinance No. 2025-_____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING ON APRIL 30, 2026

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2025-28 on April 8, 2025 adopting an annual budget for the fiscal year commencing on May 1, 2025 and ending on April 30, 2026; and,

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

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

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

Section 1. That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Park & recreation fund with respect to the United City of Yorkville’s 2025-2026 Budget are hereby approved.

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

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

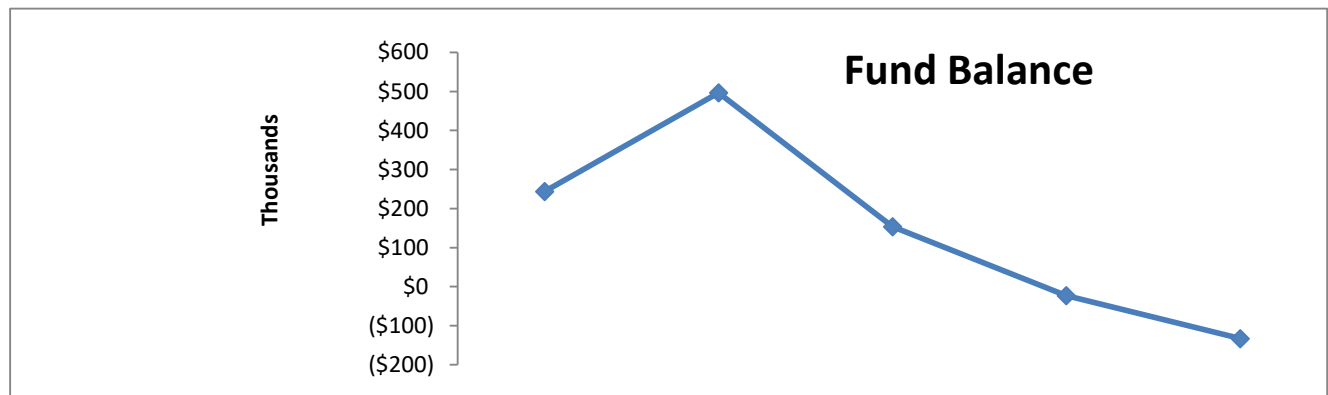
MAYOR

Attest:

CITY CLERK

PARKS & RECREATION FUND (79)

	FY 2023 Actual	FY 2024 Actual	FY 2025 Projected	FY 2026 Adopted Budget	FY 2026 Amended Budget
Revenue					
Charges for Service	\$ 695,128	\$ 781,652	\$ 812,325	\$ 795,000	\$ 795,000
Investment Earnings	2,311	11,508	5,000	4,000	4,000
Reimbursements	21,125	6,451	7,316	-	-
Miscellaneous	270,844	304,076	362,801	346,952	346,952
Other Financing Sources	2,232,541	2,440,844	2,357,728	2,896,780	2,896,780
Total Revenue	\$ 3,221,949	\$ 3,544,531	\$ 3,545,170	\$ 4,042,732	\$ 4,042,732
Expenditures					
Salaries	\$ 1,335,391	\$ 1,507,914	\$ 1,707,500	\$ 1,966,733	\$ 1,966,733
Benefits	446,283	465,646	521,764	737,280	737,280
Contractual Services	517,297	600,405	852,490	657,242	657,242
Supplies	679,172	717,839	806,350	857,999	967,999
Total Expenditures	\$ 2,978,143	\$ 3,291,804	\$ 3,888,104	\$ 4,219,254	\$ 4,329,254
Surplus (Deficit)	\$ 243,806	\$ 252,727	\$ (342,934)	\$ (176,522)	\$ (286,522)
Ending Fund Balance	\$ 243,804	\$ 496,532	\$ 153,598	\$ (22,924)	\$ (132,924)



United City of Yorkville

Parks and Recreation Fund

79

PARKS AND RECREATION FUND REVENUE

					FY 2026	FY 2026
					Adopted	Amended
Account	Description	FY 2023 Actual	FY 2024 Actual	FY 2025 Projected	Budget	Budget
Charges for Services						
79-000-44-00-4402	SPECIAL EVENTS	\$ 76,493	\$ 75,873	\$ 76,500	\$ 75,000	\$ 75,000
79-000-44-00-4403	CHILD DEVELOPMENT	137,156	146,193	160,000	160,000	160,000
79-000-44-00-4404	ATHLETICS AND FITNESS	427,043	484,320	500,000	500,000	500,000
79-000-44-00-4441	CONCESSION REVENUE	39,436	60,266	60,000	60,000	60,000
79-000-44-00-4482	LIBRARY CHARGEBACK	15,000	15,000	15,825	-	-
Total:	Charges for Services	\$ 695,128	\$ 781,652	\$ 812,325	\$ 795,000	\$ 795,000
Investment Earnings						
79-000-45-00-4500	INVESTMENT EARNINGS	\$ 2,311	\$ 11,508	\$ 5,000	\$ 4,000	\$ 4,000
Total:	Investment Earnings	\$ 2,311	\$ 11,508	\$ 5,000	\$ 4,000	\$ 4,000
Reimbursements						
79-000-46-00-4690	REIMB - MISCELLANEOUS	\$ 21,125	\$ 6,451	\$ 7,316	\$ -	\$ -
Total:	Reimbursements	\$ 21,125	\$ 6,451	\$ 7,316	\$ -	\$ -
Miscellaneous						
79-000-48-00-4820	RENTAL INCOME	\$ 73,650	\$ 70,128	\$ 73,844	\$ 76,952	\$ 76,952
79-000-48-00-4825	PARK RENTALS	10,909	19,258	20,000	20,000	20,000
79-000-48-00-4843	HOMETOWN DAYS	165,729	167,648	186,355	200,000	200,000
79-000-48-00-4846	SPONSORSHIPS & DONATIONS	6,800	18,877	57,602	30,000	30,000
79-000-48-00-4850	MISCELLANEOUS INCOME	13,756	28,165	25,000	20,000	20,000
Total:	Miscellaneous	\$ 270,844	\$ 304,076	\$ 362,801	\$ 346,952	\$ 346,952
Other Financing Sources						
79-000-49-00-4901	TRANSFER FROM GENERAL	\$ 2,232,541	\$ 2,440,844	\$ 2,357,728	\$ 2,896,780	\$ 2,896,780
Total:	Other Financing Sources	\$ 2,232,541	\$ 2,440,844	\$ 2,357,728	\$ 2,896,780	\$ 2,896,780
Total: PARKS & REC REVENUE		<u>\$ 3,221,949</u>	<u>\$ 3,544,531</u>	<u>\$ 3,545,170</u>	<u>\$ 4,042,732</u>	<u>\$ 4,042,732</u>

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description				FY 2026	FY 2026
		FY 2023	FY 2024	FY 2025	Adopted	Amended
		Actual	Actual	Projected	Budget	Budget
Salaries						
79-795-50-00-5010	SALARIES & WAGES	\$ 464,286	\$ 503,726	\$ 575,000	\$ 717,229	\$ 717,229
79-795-50-00-5015	PART-TIME SALARIES	16,584	18,769	30,000	30,000	30,000
79-795-50-00-5045	CONCESSION WAGES	12,701	15,822	22,500	23,000	23,000
79-795-50-00-5046	PRE-SCHOOL WAGES	51,931	86,890	65,000	70,000	70,000
79-795-50-00-5052	INSTRUCTORS WAGES	28,880	46,281	50,000	50,000	50,000
	Total: Salaries	\$ 574,382	\$ 671,488	\$ 742,500	\$ 890,229	\$ 890,229
Benefits						
79-795-52-00-5212	RETIREMENT PLAN CONTRIBUTION	\$ 39,905	\$ 34,492	\$ 37,500	\$ 53,601	\$ 53,601
79-795-52-00-5214	FICA CONTRIBUTION	42,846	50,859	55,165	65,436	65,436
79-795-52-00-5216	GROUP HEALTH INSURANCE	82,352	86,444	118,022	244,765	244,765
79-795-52-00-5222	GROUP LIFE INSURANCE	862	862	900	1,254	1,254
79-795-52-00-5223	DENTAL INSURANCE	6,666	7,406	9,158	15,938	15,938
79-795-52-00-5224	VISION INSURANCE	1,006	1,061	1,218	1,768	1,768
	Total: Benefits	\$ 173,637	\$ 181,124	\$ 221,963	\$ 382,762	\$ 382,762
Contractual Services						
79-795-54-00-5412	TRAINING & CONFERENCES	\$ 2,969	\$ 3,028	\$ 7,000	\$ 7,000	\$ 7,000
79-795-54-00-5415	TRAVEL & LODGING	1,813	1,922	4,000	4,000	4,000
79-795-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	7,474	6,289	2,532	11,143	11,143
79-795-54-00-5426	PUBLISHING & ADVERTISING	12,621	8,270	10,000	15,000	15,000
79-795-54-00-5440	TELECOMMUNICATIONS	15,203	17,327	18,000	18,000	18,000
79-795-54-00-5447	SCHOLARSHIPS	-	-	-	2,000	2,000
79-795-54-00-5452	POSTAGE & SHIPPING	2,406	1,738	3,000	3,000	3,000
79-795-54-00-5460	DUES & SUBSCRIPTIONS	3,169	4,236	4,500	4,500	4,500
79-795-54-00-5462	PROFESSIONAL SERVICES	122,304	151,565	175,000	175,000	175,000
79-795-54-00-5480	UTILITIES	8,420	14,896	10,070	10,674	10,674
79-795-54-00-5485	RENTAL & LEASE PURCHASE	1,412	4,329	5,000	6,000	6,000
79-795-54-00-5488	OFFICE CLEANING	16,548	22,291	19,107	19,515	19,515
79-795-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	43,292	988	5,000	10,000	10,000
	Total: Contractual Services	\$ 237,631	\$ 236,879	\$ 263,209	\$ 285,832	\$ 285,832

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account Supplies	Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2026
		Actual	Actual	Projected	Adopted Budget	Amended Budget
79-795-56-00-5600	WEARING APPAREL	\$ -	\$ 3,750	\$ 4,500	\$ 4,500	\$ 4,500
79-795-56-00-5602	HOMETOWN DAYS SUPPLIES	156,063	151,535	171,860	200,000	200,000
79-795-56-00-5606	PROGRAM SUPPLIES	249,385	293,646	315,000	320,000	430,000
79-795-56-00-5607	CONCESSION SUPPLIES	20,133	26,451	30,000	30,000	30,000
79-795-56-00-5610	OFFICE SUPPLIES	3,229	2,649	3,000	3,000	3,000
79-795-56-00-5620	OPERATING SUPPLIES	32,303	28,740	37,000	37,000	37,000
Total:	Supplies	\$ 461,113	\$ 506,771	\$ 561,360	\$ 594,500	\$ 704,500
Total: RECREATION EXPENDITURES		<u>\$ 1,446,763</u>	<u>\$ 1,596,262</u>	<u>\$ 1,789,032</u>	<u>\$ 2,153,323</u>	<u>\$ 2,263,323</u>



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

Public Works Committee #1

Tracking Number

PW 2025-33

Agenda Item Summary Memo

Title: Pavement Management Program Update

Meeting and Date: City Council – May 27, 2025

Synopsis: Consideration of Draft 5-Year Plan

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-33

Type of Vote Required: Majority

Council Action Requested: Approval of 5-Year Plan

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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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.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
APPROVING A 5 YEAR PAVEMENT MANAGEMENT PLAN**

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, streets under the jurisdiction of the City were evaluated by Infrastructure Management Systems in the summer and fall of 2024; and

WHEREAS, the purpose of this evaluation was to assess the overall condition of the City’s streets and finalize a five-year plan for the rehabilitation and repair of the City’s streets; and

WHEREAS, a draft plan has been developed based on Infrastructure Management Systems evaluation, and funding scenarios for the rehabilitation of City streets have been considered by the City’s public works staff and engineers; and

WHEREAS, it is therefore recommended that the Mayor and City Council accept the proposed 5-year pavement management plan, attached hereto as *Exhibit A*.

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. That the 5-year pavement management plan, as presented by the City’s Public Works Department and attached hereto as *Exhibit A*, is hereby approved.

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 _____

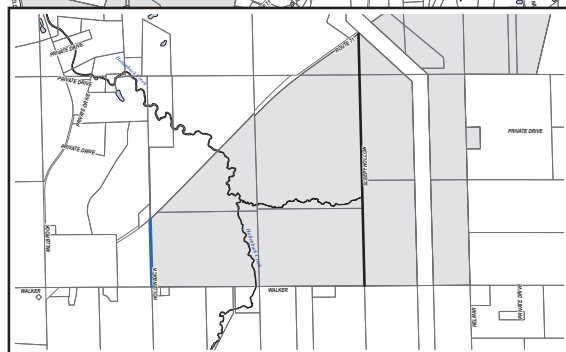
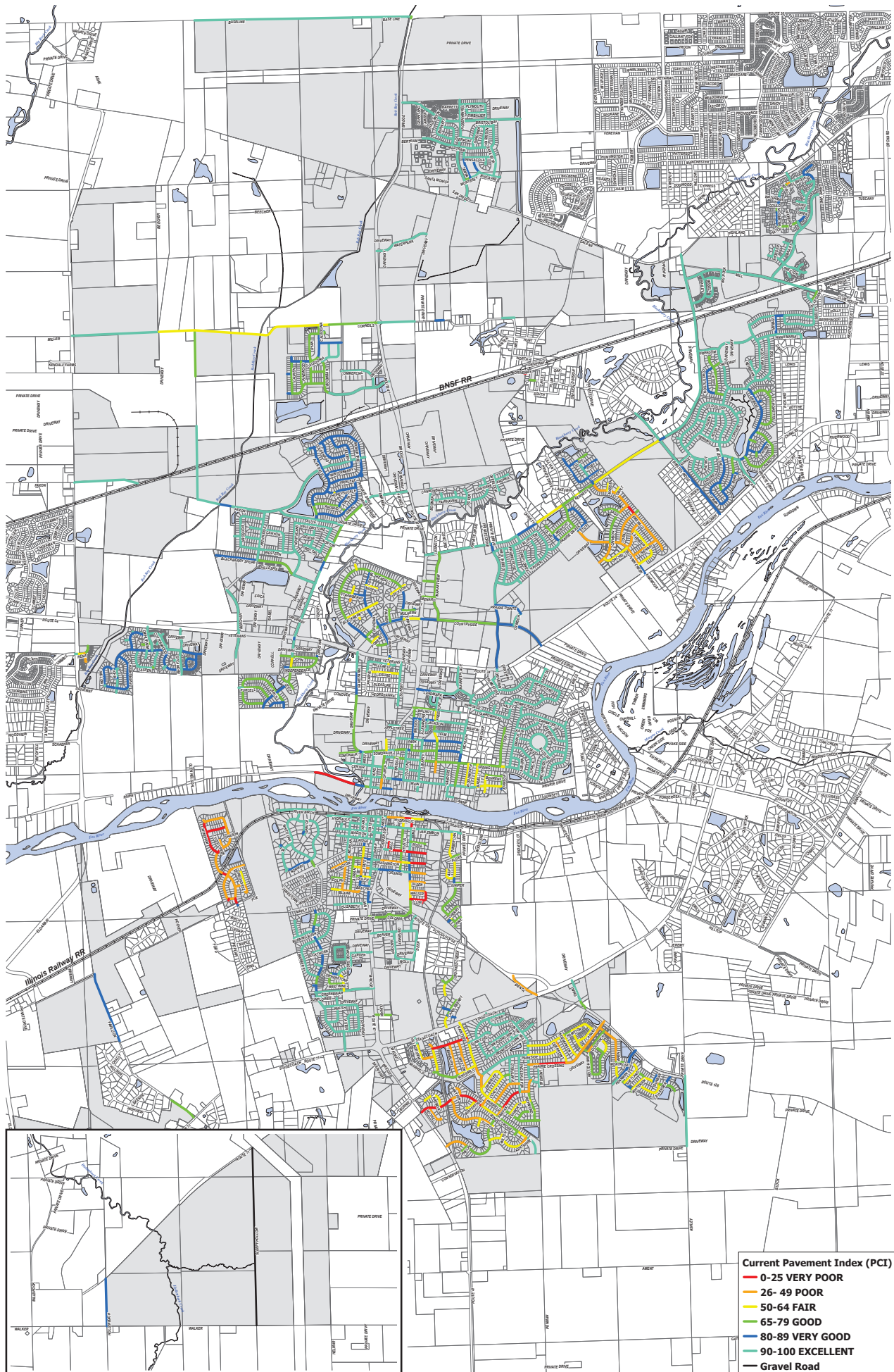
RUSTY HYETT _____

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

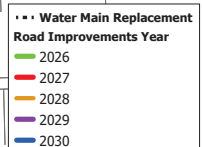
MAYOR

Attest:

CITY CLERK



- 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



**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



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

Public Works Committee #2

Tracking Number

PW 2025-49

Agenda Item Summary Memo

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

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-49

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

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: Winninger 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: _____ Winninger 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.

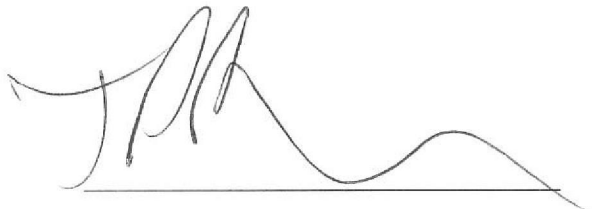
Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

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 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

Public Works Committee #3

Tracking Number

PW 2025-52

Agenda Item Summary Memo

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

Meeting and Date: City Council – May 27, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-52

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



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.

Resolution No. 2025-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A BID TO COMPLETE THE ROAD TO BETTER ROADS PROGRAM ROADWAY 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 conduct resurfacing and concrete patching on certain roads within the City, as illustrated on the 2025 MFT Road Program 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 10:00 a.m. on May 6, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Builders Paving, LLC, 4401 Roosevelt Road, Hillside, Illinois, 60162 with a total bid amount of \$1,256,658.00 (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 Builders Paving, LLC 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 Builders

Paving, LLC, 4401 Roosevelt Road, Hillside, Illinois, 60162 to complete the Project at a cost of \$1,256,658.00 is the lowest responsible bid, and therefore accept the bid.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

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

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

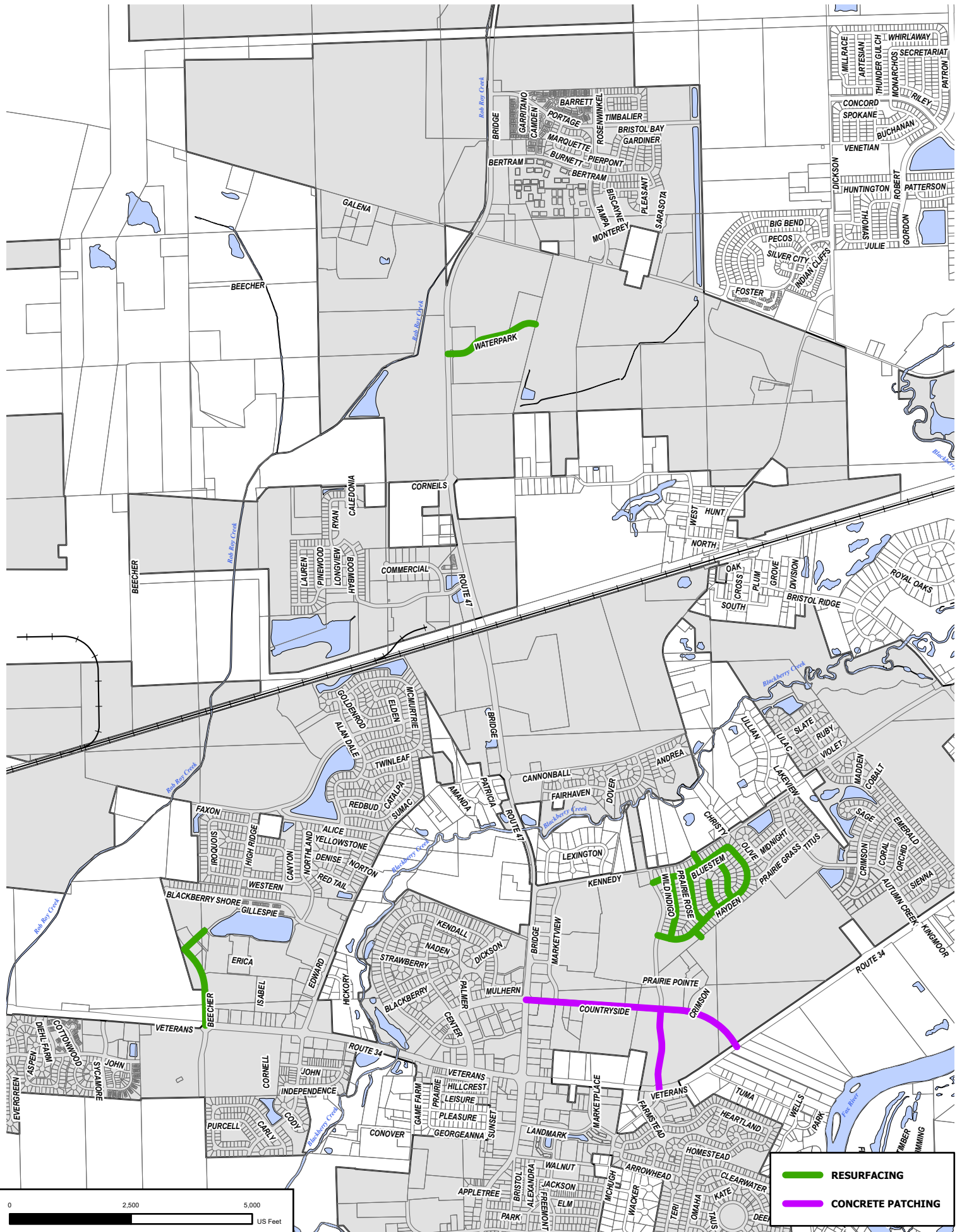
% BELOW/ABOVE ENGINEER'S ESTIMATE

-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

Public Works Committee #4

Tracking Number

PW 2025-53

Agenda Item Summary Memo

Title: 2025 RTBR Construction Engineering Agreement

Meeting and Date: City Council – May 27, 2025

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

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-53

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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

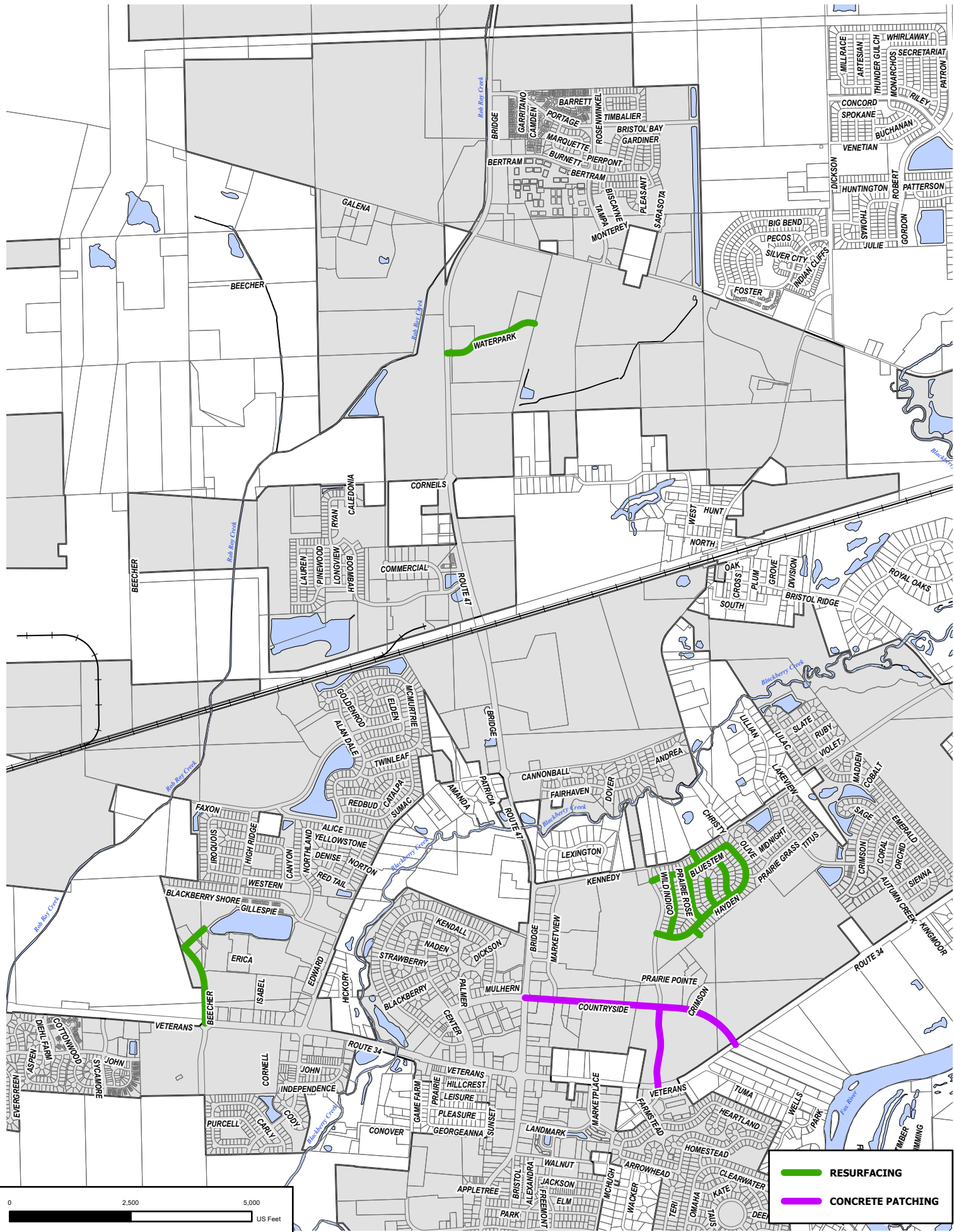
TOTAL COSTS \$ 114,950



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

Public Works Committee #5

Tracking Number

PW 2025-59

Agenda Item Summary Memo

Title: Generator Replacement for the Blackberry North Lift Station

Meeting and Date: City Council – May 27, 2025

Synopsis: Proposed replacement of the Blackberry North lift station generator

Council Action Previously Taken:

Date of Action: PW – 5/20/25 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2025-59

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. 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.

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.

ALTORFER CAT • 23 STORES • IOWA • ILLINOIS • INDIANA • MISSOURI

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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2025-08

Agenda Item Summary Memo

Title: Public Works and Parks Department Facility Update

Meeting and Date: City Council – May 27, 2025

Synopsis: The attached construction contingency adjustment will be discussed at the meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506
Office: +1 630 844 3000

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

WWW.RCWEGMAN.COM

YORKVILLE PUBLIC WORKS

CONSTRUCTION CONTINGENCY ADJUSTMENT CA-4

Date: 05/15/25

Project: Yorkville Public Works

RCW Job No: 2025-01

Submitted To: United City of Yorkville

Attn: Eric Dhuse, Director of Public Works

Via Email: edhuse@yorkville.il.us

Description: Revise storm water drainage system per Revision 5. Work included the addition of 16' of 36" RCP, (1) 36" FES, rip rap and connection to STR 27.

Cost Breakdown: J&S Construction Sewer and Water, Inc. Proposal (attached) \$ 10,898.00

Subtotal:	\$	10,898.00
RCW Markup	\$	1,035.31
AMOUNT DEDUCTED FROM CONTINGENCY	\$	11,933.31

Approved By:

UNITED CITY OF YORKVILLE

By:

Date:

5-15-25

J&S Construction Sewer and Water, Inc.

PO Box 760
Oswego, IL 60543
Phone: (630) 585-8000
Fax: (630) 585-8006

Request for Change Order

To: United City of Yorkville
651 Prairie Point Drive
Yorkville, IL 60560
Project: Yorkville Public Works & Parks

RFC No: 04
Date: 5/2/2025
Description: Storm - revision #5

\$1,952.00 - Downtime - dig up connection at 54" per plan
(Foreman 2 @ 151, Op 2 @ 287, Op 2 @ 286, Lab 4 @ 126)
\$2,112.00 - add 16' - 36" RCP (installed at \$132.00 per LF)
\$5,220.00- add 1 - 36" FES, Toe & Grate (installed per EA)
\$1,250.00 - add 10 SY Rip Rap (installed at \$125.00 per SY)
\$ N/C - add connection to STR 27
\$ 222.08 - 25% restocking - 16' of 36" RCP (\$13.88 * 16)
\$ 142.00 - load out 36" RCP

\$10,898.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$10,898.00 will be added to the contract price.

Original Contract	\$677,000.00
Other Approved Change Orders	\$-1,745.70
Total Contract to Date	\$675,254.30
This Request	\$10,898.00
Other Pending Requests	\$7,337.75
Total Contract plus Pending RFCs	\$693,490.05

Authorized Signature: _____ Date: _____
J&S Construction Sewer and Water, Inc.

Authorized Signature: _____ Date: _____
United City of Yorkville



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2025-09

Agenda Item Summary Memo

Title: Lake Michigan Water Project Update

Meeting and Date: City Council – May 27, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.

Have a question or comment about this agenda item?

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