



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, July 15, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: June 17, 2025

New Business:

1. PW 2025-65 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main
2. PW 2025-66 Illinois Railway, LLC License Agreement – East Alley Water Main Replacement Project
3. PW 2025-67 Illinois Railway, LLC License Agreements – 2025 Water Main Replacement Project
4. PW 2025-68 Sewer Cleaning Truck Purchase
5. PW 2025-69 Cannonball Estates SSA Plan

Old Business:

1. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Stormwater Basin Inspections)

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, July 15, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. June 17, 2025

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

NEW BUSINESS:

1. PW 2025-65 Resolution Approving a Change Order to a Contract to Construct a 1,500,000
Gallon Standpipe and Water Main

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

2. PW 2025-66 Illinois Railway, LLC License Agreement – East Alley Water Main Replacement Project

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-67 Illinois Railway, LLC License Agreements – 2025 Water Main Replacement Project

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-68 Sewer Cleaning Truck Purchase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2025-69 Cannonball Estates SSA Plan

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Stormwater Basin Inspections)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – June 17, 2025

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, June 17, 2025, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

| | |
|----------------------------------|-----------------------|
| Chairman Craig Soling | Alderman Dan Transier |
| Alderman Rusty Corneils via Zoom | Alderman Joe Plocher |

Other City Officials

Community Development Director Krysti Barksdale-Noble
Assistant Public Works Director John Sleezer
Engineer Brad Sanderson, EEI
Alderman Ken Koch

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: May 20, 2025

The minutes were approved as presented.

New Business:

***1. PW 2025-61 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Countryside Lift Station Improvements – Design Engineering)***

Mr. Sleezer said this is an agreement with EEI to do the engineering for upgrading work inside the lift station. It will include new pumps and new ventilation. There has been wear and corrosion on the pumps so the work will be more extensive. A new gas detection system will also be installed to make it safer for personnel in the basement. Chairman Soling asked what brand meter will be used, however, that is not known at this time. This item moves to the consent agenda.

***2. PW 2025-62 Resolution Approving An Engineering Agreement with Engineering Enterprises, Inc.
(2025 Stormwater Basin Inspections)***

This is also an agreement with EEI. Mr. Sanderson said they have been doing stormwater basin inspections for some time and it is a requirement of the city's NPDES permit. The city has a permit through IEPA related to stormwater and water quality. He said they have been doing these inspections under the city engineering contract and EEI would prefer to have a separate formal agreement. The requirement is to inspect each basin every 5 years. This will move to the consent agenda.

3. PW 2025-63 Resolution Approving a Change Order Relating to the Eldamain Water Main Loop-South

This is a project related to Cyrus 1. Mr. Sanderson said there are two contracts for the water main and this is the southern part. After the bid and design were done, the developer asked to maintain an existing railroad track on the Cyrus 1 property. It is a railroad spur from the BNSF through the property towards the ComEd substation. Cyrus 1 was originally going to eliminate the spur, then decided to keep it and EEI had to bore under the tracks rather than open cutting. The work is complete and the change is a little over \$77,000 and Cyrus 1 will pay for it. It is not known why they wanted to keep the spur and Mr. Sanderson said that may change again. This will also move to the consent agenda.

4. PW 2025-64 Resolution Approving the Release of a Performance Guarantee Bond Related to Ashley Pointe (Prestwick) Subdivision

Mr. Sanderson said City Council had accepted the public improvements in 2020. Now the rest of the punchlist items have been completed. The unfinished item was the park site which has been regraded and reseeded and the Parks and Rec have now signed off on it. The land still needs to be transferred and the bond won't be released until then. This item will move to the regular agenda.

Old Business:

1. PW 2025-50 Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains and Other Site Improvements (South Receiving Station Standpipe)

At the May Public Works meeting, there was discussion regarding the bids. The bids came late and they were brought to the meeting. There were some questions which the contractor has now answered. One question was why the site at Restore Church was selected. Mr. Sanderson listed the reasons. A larger site (4 acres) is needed for the DuPage Water Commission transmission line, a metering station, a receiving station that the city will own and operate and a storage facility/standpipe. A certain elevation was also needed since gravity is used for the standpipe. The number of suitable sites for purchase was also limited. The church has been very cooperative throughout the process and the purchase has just been formally closed. If the city would have chosen to buy a different site, there are many funding requirements including a lengthy process with WIFIA requiring environmental sign-offs on all sites and construction work which is a 6-8 month process. Land acquisition is also very lengthy and if there is a site change, it pushes the project back 1-2 years. CB&I had asked to push the tank back to 2027/2028 which does not work for the city.

There were also questions on some of the soils and foundation design. There was an increase in cost related to foundation work. EEI subs out work to do soil borings and for the tank project, they drill down 100 feet for a soil profile. It is included in the bid package for contractors. All assumed it would be a shallow foundation until just before the bids when it was changed based on soil and structural engineering. A decision was then made to go from a shallow foundation to a deep foundation and a use of piles, which is not unusual. That change was about \$700,000. He recommended CB&I for timeliness since a delay will jeopardize having a tank by 2027. Only 2 companies can build this type of tank. Mr. Sanderson said he feels the city won't get a better cost by re-bidding. EEI spoke with CB&I about value engineering to revise and reduce some items to save money. A \$350,000 savings is proposed on a couple items and EEI also found some items on which to save money. Mr. Sanderson recommended awarding the bid for full value of \$6.5 million and they would follow up with a change order.

Alderman Corneils asked if EEI had seen data as to why pylons are needed. Mr. Sanderson said it is CB&I's responsibility to design and stamp it and EEI would see the foundation once it's under contract and information would be forthcoming after the contract is awarded. He said it is not unusual to take their word for it. It is double checked after the contract is awarded, he said, and the layer of soil is the reason. Alderman Corneils asked if this is a common occurrence considering the \$700,00 difference. Mr. Sanderson said bidders don't detail the foundation work until later. Typically a pre-bid meeting is held and there is an exchange of questions. With the high volume of work for the tank company, they likely did not look at it closely. He said more has to do with market conditions and probable nothing would change. It is not unusual to go to a deep foundation.

Alderman Soling added that part of the reason the other contractor withdrew is because they would not have enough time to complete it, the excess cost and many other bids they are submitting. Alderman Transier added that CB&I might not re-bid or bid it higher. This moves to the City Council regular agenda.

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

Mr. Sleezer said this is an engineering agreement for the south receiving station. This relates to the item above. It was noted this contract comes in under budget and it moves forward to the City Council regular agenda.

Additional Business:

Alderman Koch asked the city to begin the process to ask Railnet to repair the tracks downtown before school starts. He said this is redone every 2-3 years and they are getting rough again. Mr. Sleezer said repairs could likely be done by regrinding and it would not require the tracks to be fully shut down. Mr. Transier suggested the Eldamain route could be used as an alternate. Anything within 50 foot of the center of the tracks is the railroad's property and any work done within that area requires railroad personnel to be on site, said Mr. Sleezer. Mr. Plocher noted the road has an easement through the railroad, not the railroad through the road. Engineer Sanderson noted his office has a contact at the railroad and they will reach out to start the conversation.

There was no further business and the meeting adjourned at 6:29pm.

Minutes respectfully transcribed by

Marlys Young, Minute Taker

Minutes transcribed from audio, not present at meeting



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-65

Agenda Item Summary Memo

Title: South Receiving Station Standpipe Change Order No. 1

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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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: July 1, 2025
Subject: South Receiving Station Standpipe Change Order No. 1

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 and CB&I Storage Solutions, LLC. have entered into an agreement for a Contract value of **\$6,578,339.60** for the above-referenced project.

Question Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$384,400.00.

Discussion:

The United City of Yorkville is constructing a new standpipe water storage tank near the intersection of Rt. 126 and Rt. 71. The City is constructing the standpipe due to its need for additional storage when the City switches over to Lake Michigan water. Throughout the bidding process EEI was in dialogue with different Contractors, who indicated they were interested in bidding the project. However, only one bid was received from CB&I Storage Solutions, LLC. The bid value stated above was higher than the budget for the project. This prompted EEI to engage in conversations with CB&I in an attempt to find value engineering options that could reduce the total cost of the project.

The first option is to reduce the warranty on the tank. The project as bid had a warranty of three (3) years to allow for the Lake Michigan supply main to be built to bring water to the site. Originally it was believed that the tank would not be used until the Lake Michigan supply main was brought to the site, however, the intention now is to put the tank into service once construction is completed. By reducing the warranty to one (1) year, which is more typical for projects of this type, CB&I will provide a credit of \$141,900. This value represents the risk associated with taking on a warranty for that additional time.

The second option CB&I provided was to allow for the use of allowable stresses as identified in Section 14 of the AWWA D100 specification in lieu of a uniform allowance. Different design standards are available for steel storage tanks, each with varying levels of conservatism. The specifications within the South Receiving Station Standpipe bid documents currently do not allow for the use of higher allowable stresses as identified in Section 14 of the AWWA D100 specification, and alternative design basis. As a result, the tank design, as bid, was assumed to incorporate higher, conservative safety margins as it relates to the allowable stresses. However, for the design of standpipes, it is common practice to use the AWWA D100 Section 14 standard. AWWA D100 Section 14 is an alternative design basis specifically suited for tall, slender tanks with ground-supported flat-bottoms such as standpipes and offers a design

methodology that allows for reduced shell thickness based on allowable compressive stresses, rather than requiring uniform thickness calculations across all vertical zones. CB&I has indicated that switching to this standard could reduce the steel weight of the tank by approximately 50 tons, resulting in significant cost savings. It is important to note that, even with this design approach, the tank must still meet all applicable load requirements such as dead weight, live loads, wind, and seismic forces. By permitting the use of AWWA D100 Section 14, the design becomes less conservative but remains structurally sound, offering a more cost-effective solution due to lighter shell construction and reduced anchorage requirements. The reduction in steel thickness allows for a cost reduction of \$242,500.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$384,400.00.

Resolution No. 2025-_____

**A RESOLUTION APPROVING A CHANGE ORDER TO A CONTRACT TO
CONSTRUCT A 1,500,000 GALLON STANDPIPE AND WATER MAIN**

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

WHEREAS, on June 24, 2025, the Mayor and City Council accepted a bid from CB&I Storage Tank Solutions LLC of Plainfield, Illinois (“*CB&I*”) in the amount of \$6,578,339.60 (the “*Bid*”) to construct a 1,500,000 gallon standpipe and 330 feet of water main in connection with the City’s procurement of a new source water supply from the DuPage Water Commission; and,

WHEREAS, after acceptance of the Bid, the City Engineer was able to renegotiate two components of the Bid including the cost of a three (3) year warranty and the use of an alternative design basis for the 1,500,000 gallon standpipe thereby reducing the Bid by a total of \$384,400.00 (the “Change Order”); and,

WHEREAS, the Mayor and the City Council have reviewed the Change Order and the recommendation presented by the City Engineer and have determined that approval of this Change Order is in the best interests of the City.

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 foregoing preambles are hereby adopted as if fully restated in this Section 1.

Section 2. That the Change Order submitted by CB&I in the total amount of \$384,400 is hereby approved.

Section 3. That 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

CHANGE ORDER

Order No. 1

Date: 7/15/2025

Agreement Date: _____

NAME OF PROJECT: South Receiving Station Standpipe

OWNER: United City of Yorkville

CONTRACTOR: CB&I Storage Solutions, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. CB&I provided credit reduction for a total of \$384,400

Justification:

CB&I provided a credit reduction of \$141,900 to reduce the warranty from three years to one year. CB&I also provided a credit reduction of \$242,500 to implement API 650 allowable stresses as opposed to the specified standard.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 6,578,339.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 6,578,339.60

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

by: \$ 384,400.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 6,193,939.60

CHANGE ORDER NO. C-_____

Page 2

Change to CONTRACT TIME:

The CONTRACT TIME will be (~~increased~~) (decreased) by 0 calendar days.

The date for completion of all work will be 11/27/2026 (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ CONTRACTOR

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



CB&I Storage Solutions
14105 S. Route 59
Plainfield, IL 60544
O: 815-439-6214
C: 224-377-9296
george.johnson@cbi.com

June 17, 2025

United City of Yorkville | South Receiving Station Standpipe

Todd Wells
Project Manager
Engineering Enterprises, Inc.
52-Wheeler Rd.
Sugar Grove, IL 60554

Subject: Value Credit Summary

Dear Todd,

In response to the requested revisions to the project, we are pleased to offer the following value credits:

- **Warranty Adjustment:** Credit for changing the warranty period from 3 years to 1 year - **\$141,900**
- **API Allowable Utilization:** Credit for implementing API allowances - **\$242,500**

Total Value Credit: \$384,400

These credits would be reflected as a change order if the city decided to move forward. Please don't hesitate to reach out if you have any questions or require additional information.

Sincerely,

On behalf of CB&I Storage Solutions,

A handwritten signature in blue ink, appearing to read 'George Johnson', written over a light blue horizontal line.

George Johnson
Business Development Manager



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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-66

Agenda Item Summary Memo

Title: East Alley Water Main Improvements – Illinois Railway, LLC License Agreement

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: East Alley Water Main Improvements – Recommendation to Accept the Illinois Railway, LLC License Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Approval

Council Action Requested: Acceptance of the Illinois Railway License Agreement

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: July 8, 2025
Subject: East Alley Water Main Improvements – Illinois Railway, LLC License Agreement

During the upcoming fall, the City will be replacing the water main located in East Alley in downtown Yorkville ahead of the planned revitalization of that area. As a part of the project, water main must be installed underneath railroad tracks owned by Illinois Railway, LLC. The City has undergone an extensive permitting process with the railroad including conversations on the cost and language of the License Agreement. The language of the agreement has been reviewed by the City Attorney and carries a one-time license fee of \$4,400.

We recommend the acceptance and approval of the License Agreement with Illinois Railway, LLC.

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

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) ductile iron carrier fresh water Pipe Line inside 24" steel (inch) casing, crossing Licensor's property, located at or near Mile Post No. 49.70, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of four thousand four hundred dollars (USD \$4,400.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.
- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**
 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**
 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**
 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensor shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensor's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensor's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensor determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensor's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:
 Illinois Railway, LLC
 ATTN: Real Estate
 252 Clayton Street, 4th Floor
 Denver, Colorado 80206

If to Licensee:

 ATTN: City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 Phone: (630) 770-9915

WITH A COPY TO:
 ATTN: General Counsel
 252 Clayton Street, 4th Floor
 Denver, Colorado 80206

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

| | |
|---------------------------------|-----------------------------|
| Licensor: Illinois Railway, LLC | Licensee: City of Yorkville |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a RUSH application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of \$6,000 USD (\$7,611 CAD).

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a COMPLETE application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____ SS



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises, Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr, Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Sydney Shaffer Title: Project Engineer
9. Phone No.: (630) 466 - 6763 Fax No.: (630) 466 - 6701
10. Email: sshaffer@eeiweb.com
11. Email Address Where Notices Can be Sent to: sshaffer@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Sydney Shaffer 630-466-6763
52 Wheeler Rd. Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
- Nearest Milepost: IR: 50 DOT No.: 065028W
- Track Station (from): _____ Track Station (to): _____
- Property Address REQUIRED:**
202 S Bridge St Yorkville, IL 60560
- Section: 33 Township: 37N Range: 7E
- City: Yorkville County: Kendall State: IL
- Geographical Coordinates Required**
Latitude: 41.64212 Longitude: -88.44665
- Located on the (N/S/E/W) E side of (landmark, intersection)
S Bridge St and E Hydraulic Ave

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewrapping required? () Yes ☒ No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes ☒ No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes ☒ No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: 27 ft south and 27 ft northwest of the railroad crossing at E Hydraulic Ave and East Alley
- **PIPE SPECIFICATIONS:**

| | CARRIER PIPE | CASING PIPE |
|-----------------------------------|---------------------------------------|---|
| Material | <u>Ductile Iron</u> | <u>Steel</u> |
| Material Specifications and Grade | <u>ANSI/AWWA A21.51/C151 CLASS 52</u> | <u>ASTM A139 (ANSI B36.10); Grade B</u> |
| Min. Yield Strength of Mat. PSI | <u>42,000</u> | <u>35,000</u> |
| Mill Test Pressure PSI | <u>500</u> | <u>2,800</u> |
| Inside Diameter | <u>8 in.</u> | <u>15.25 in.</u> |
| Wall Thickness | <u>0.33 in.</u> | <u>0.219 in.</u> |
| Outside Diameter | <u>9.05 in.</u> | <u>16 in.</u> |
| Type of Seam | _____ | _____ |
| Laying Lengths | <u>20 ft</u> | <u>20 ft</u> |
| Kind of Joints | <u>Mechanical</u> | <u>Welded</u> |
| Total Length within RR R/O/W | <u>50 ft</u> | <u>50 ft</u> |

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5 ft. 6 in.

BURY (Not beneath tracks): 5 ft. 6 in. BURY (Roadway pipe): 5 ft. 6 in.

CATHODIC PROTECTION: ☒ Yes () No

PROTECTIVE COATING: ☒ Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 3/31/25

Signature: 

Name Printed: Sydney Shaffer

Title: Project Engineer

Phone No.: 630-466-6763

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

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REVISIONS

AWWA C651-23 SECTION 5.5: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS

5.5.1 GENERAL. THE PLANNED, UNPLANNED, OR EMERGENCY REPAIR OF A WATER MAIN OR APPURTENANCE (E.G., VALVE) IS TIME-SENSITIVE, SO AN IMPORTANT GOAL IS TO MINIMIZE THE DISRUPTION OF WATER SERVICE TO CUSTOMERS. NONETHELESS, THE REPAIR WORK NEEDS TO BE ACCOMPLISHED USING SANITARY AND SAFE PROCEDURES BY WELL-TRAINED CREWS WITH PROPER SUPERVISION AND GUIDANCE. REFER TO PREVENTIVE AND CORRECTIVE MEASURES DESCRIBED PREVIOUSLY IN SEC. 5.2.2, SEC. 5.2.3, SEC. 5.2.4, AND SEC. 5.2.5. FOLLOW ALL PERSONAL PROTECTION PRECAUTIONS WHEN WORKING WITH CHLORINE SOLUTIONS.

5.5.2 BASIC DISINFECTION. WORK SHOULD FOLLOW BASIC DISINFECTION AND CONTAMINATION PREVENTION PROCEDURES.

1. PREVENTING CONTAMINANTS FROM ENTERING THE EXISTING PIPE DURING THE REPAIR SUCH AS BY MAINTAINING POSITIVE PRESSURE IN THE LEAKING PIPE UNTIL THE REPAIR SITE ON THE PIPE IS FULLY EXPOSED, BY MAINTAINING A DEWATERED TRENCH, AND BY KEEPING ALL PIPE MATERIALS BEING USED IN THE REPAIR IN A CLEAN AND SANITARY CONDITION.

2. INSPECTION, CLEANING, AND DISINFECTION (BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION) OF

EXPOSED PORTIONS OF EXISTING PIPE INTERIOR SURFACES

PIPE MATERIALS USED IN THE REPAIR

HANDLED MATERIALS AND TOOLS USED TO MAKE THE REPAIR

3. AS APPROPRIATE, ADVISING AFFECTED CUSTOMERS TO ADEQUATELY FLUSH THEIR SERVICE LINES UPON RETURN TO SERVICE.

5.5.3 SELECTION OF DISINFECTION PROCEDURE. THE DISINFECTION PROCEDURE SELECTED SHOULD BE DETERMINED BY THE CONDITIONS AND SEVERITY OF THE MAIN BREAK. MANY LEAKS OR BREAKS CAN BE REPAIRED UNDER CONTROLLED CONDITIONS WITHOUT DEPRESSURIZING THE WATER MAIN, SUCH AS WHEN APPLYING A CLAMP TO A SMALL CRACK OR HOLE, THUS PREVENTING CONTAMINANTS FROM ENTERING THE WATER SYSTEM. IN MOST OTHER SITUATIONS, THE WATER MAIN CAN BE MAINTAINED PRESSURIZED UNTIL THE BREAK SITE IS SECURED AND THE PIPE IS FULLY EXPOSED. SOME CIRCUMSTANCES (E.G., SEVERE EROSION OF THE LOCAL ENVIRONMENT OR LOSS OF THE ROADWAY) THAT IMPACT PUBLIC SAFETY MAY REQUIRE THAT WATER PRESSURE BE SUBSTANTIALLY REDUCED BEFORE EXPOSING THE PIPE IN THE AREA OF THE LEAK. SOME SITUATIONS BECOME CATASTROPHIC WHEN THERE IS A PIPE BLOWOUT AND A LOSS OF WATER PRESSURE BEFORE SHUTDOWN, REQUIRING DISINFECTION PROCEDURES EQUIVALENT TO THOSE OF A NEW MAIN INSTALLATION. THE PROCEDURES DETAILED IN SEC. 5.5.3.1 THROUGH SEC. 5.5.3.3 DESCRIBE THE CONTAMINATION RISKS AND THE ASSOCIATED DISINFECTION AND SAMPLING REQUIREMENTS FOR DIFFERENT SCENARIOS OF PIPELINE REPAIR. FOR SPECIFIC SITUATIONS THAT ARE NOT COVERED IN SEC. 5.5.3.1 THROUGH SEC. 5.5.3.3, CAREFUL EVALUATION WILL BE NEEDED TO DETERMINE THE APPROPRIATE DISINFECTION AND SAMPLING METHODS REQUIRED.

NOTE THAT THE PROCEDURES EXPLAINED IN SEC. 5.5.3.1, SEC. 5.5.3.2, AND SEC. 5.5.3.3 FOR DISTRIBUTION MAINS MAY NEED TO BE MODIFIED FOR LARGE TRANSMISSION MAINS. LARGE MAINS MAY NEED ADDITIONAL WORK (SUCH AS VALVE REPLACEMENT OR A SPECIAL ORDER REQUIRED FOR CONNECTION), MAY BE OUT OF SERVICE FOR MORE THAN A DAY, OR MAY NOT BE APPROPRIATE FOR A SCOUR FLUSH. THESE MODIFICATIONS NEED TO BE MADE ON A CASE-BY-CASE BASIS, BUT THE PROCEDURES OUTLINED IN AWWA C651 SHOULD STILL BE TAKEN INTO CONSIDERATION.

5.5.3.1 CONTROLLED PIPE REPAIR WITHOUT DEPRESSURIZATION. IN THIS SITUATION, ACTIVITIES ARE WELL-CONTROLLED, AND A FULL SHUTDOWN IS NOT NEEDED, THUS MAINTAINING POSITIVE PRESSURE TO THE AREA OF SHUTDOWN AND AROUND THE BREAK SITE AT ALL TIMES.

THE REPAIR SITE IS EXPOSED, AND THE TRENCH IS ADEQUATELY DEWATERED SO THAT THE REPAIR SITE CAN BE CLEANED AND DISINFECTED BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. NO BACTERIOLOGICAL TESTING IS NECESSARY. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL AND, IF IT IS NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY (OF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

5.5.3.2 CONTROLLED PIPE REPAIR WITH DEPRESSURIZATION AFTER SHUTDOWN. IN THIS SITUATION, AFTER THE REPAIR SITE HAS BEEN EXPOSED AND SCOURED FROM TRENCH SOIL/ WATER CONTAMINATION, THE WATER MAIN IS DEPRESSURIZED BY A SHUTDOWN TO COMPLETE THE REPAIR. THE REPAIR SITE SHOULD BE CLEANED AND DISINFECTED BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN IS THEN RETURNED TO SERVICE WITH FLUSHING TO SCOUR THE PIPE AND OBTAIN THREE VOLUMES OF WATER TURNOVER, MAKING SURE THAT THE FLUSHED WATER IS VISUALLY CLEAR. IT IS ADVISABLE TO CHECK FOR A TYPICAL SYSTEM CHLORINE RESIDUAL AND, IF IT IS NOT FOUND, TO CONTINUE FLUSHING UNTIL RESIDUALS ARE RESTORED TO LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY (IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

AWWA C651-23 SECTION 5.5: DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS (CONTINUED)

WHEN THE EXISTING PIPE HAS TO BE OPENED AND THE INTERIOR SURFACES OF THE WATER SYSTEM EXPOSED TO THE ENVIRONMENT, ADDITIONAL PROCEDURES NEED TO BE FOLLOWED. THE EXISTING PIPE SHOULD BE INSPECTED AND CLEANED, UTILIZING FLUSHING WATER INTO THE TRENCH WHERE POSSIBLE UNTIL THE FLUSH WATER RUNS VISUALLY CLEAR. THE REPAIR SITE SHOULD BE ACCESSIBLE, AND THE TRENCH ADEQUATELY DEWATERED SO THAT THE REPAIR SITE CAN BE CLEANED AND UNDISTURBED BY SPRAYING OR SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. ADDITIONALLY, ANY ACCESSIBLE UPSTREAM AND DOWNSTREAM INTERIOR OF THE EXISTING PIPE SHOULD BE DISINFECTED BY SWABING OR SPRAYING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. IF THE REPAIR REQUIRES A FULL-PIPE SECTION REPLACEMENT, THE NEW PIPE SHOULD BE INSPECTED, CLEANED, AND DISINFECTED FROM BOTH ENDS BY SWABING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION. THE WATER MAIN MAY THEN BE RETURNED TO SERVICE AFTER FLUSHING TO SCOUR THE PIPE AND OBTAIN THREE VOLUMES OF WATER TURNOVER. THE FLUSHED WATER SHOULD RUN VISUALLY CLEAR, HAVE A MEASURABLE CHLORINE RESIDUAL IF THE SYSTEM OPERATES WITH A RESIDUAL, AND BE CHECKED WITH BACTERIOLOGICAL TESTING. THE PIPELINE MAY BE RETURNED TO SERVICE BEFORE OBTAINING BACTERIOLOGICAL RESULTS.

5.5.3.3 UNCONTROLLED PIPE BREAK WITH A LIKELIHOOD OF WATER CONTAMINATION OR LOSS OF SANITARY CONDITIONS DURING REPAIR. IN SITUATIONS WHERE THE EXISTING MAIN

TO BE REPAIRED CANNOT BE PROTECTED AND KEPT FREE OF CONTAMINATION AND THERE ARE OBVIOUS SIGNS OF CONTAMINATION (E.G., MUDDY TRENCH WATER FLOWING INTO THE BROKEN PIPE, A LEAKING SERVICE PIPE IN THE TRENCH, OR A CATASTROPHIC PIPE FAILURE WHERE THE PIPE IS OPEN AND THERE IS A LIKELIHOOD THAT CONTAMINATION WAS DRAWN INTO THE ACTIVE SYSTEM) OR WHEN A CONTROLLED REPAIR SITUATION DEGRADATES INTO A SITUATION IN WHICH THE INTERNAL PIPE AND WATER HAVE BECOME CONTAMINATED, THE PROCEDURES OUTLINED IN SEC. 4.3, SEC. 4.4, SEC. 4.5, OR SEC. 4.6 SHOULD BE FOLLOWED WHERE PRACTICAL. THESE METHODS SPECIFY CHLORINE DOSES OF 25 TO 200 MG/L; HOWEVER, SUCH LEVELS MAY PRESENT GREATER HARM IF THE LINE OR SERVICES CANNOT BE RELIABLY ISOLATED OR SHUT DOWN AND EXPOSURE OF CUSTOMERS TO HIGH CONCENTRATIONS OF CHLORINE CANNOT BE CONTROLLED. THIS CHLORINE RESIDUALS UP TO 4 MG/L (BASED ON ANNUAL AVERAGES) ARE ALLOWED BY FEDERAL DRINKING WATER REGULATIONS. THEREFORE, THIS LEVEL IS SUGGESTED AS A MINIMUM TO BE MAINTAINED FOR AT LEAST 16 H IN CONJUNCTION WITH FLUSHING, COLIFORM SAMPLING, AND ASSOCIATED CUSTOMER EDUCATION. SUCH SITUATIONS REQUIRE CAREFUL REVIEW AND NEED TO BALANCE THE PUBLIC HEALTH RISKS OF THE PIPELINE FAILURE AS WELL AS THE REPAIR PROCESS.

WHERE PRACTICAL AND APPROPRIATE CONSIDERING THE RISKS OF PUBLIC EXPOSURE TO HIGH CONCENTRATIONS OF CHLORINE, AND IN ADDITION TO THE PROCEDURES PREVIOUSLY DESCRIBED IN THIS STANDARD, THE SECTION OF PIPE IN WHICH THE BREAK IS LOCATED SHALL BE ISOLATED. ALL SERVICE CONNECTIONS SHUT OFF, AND THE SECTION FLUSHED AND DISINFECTED. IF THE SLUG CHLORINATION METHOD IS EMPLOYED, THE DOSE MAY BE INCREASED TO 45 MG/L (AS MUCH AS 200 MG/L) AND THE CONTACT TIME REDUCED TO AS LITTLE AS 15 MIN. AFTER CHLORINATION AND REPAIR, PERFORM SCOUR FLUSHING AT 3.0 FT/S (0.91 M/S) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES AND CONTINUE UNTIL DISCOLORED WATER IS NOT OBSERVED AND THE CHLORINE RESIDUAL IS RESTORED TO THE LEVELS MAINTAINED IN THE DISTRIBUTION SYSTEM BY THE WATER UTILITY.

FOR LARGER-DIAMETER PIPE (12 IN. AND GREATER), IF A WATER VELOCITY OF 3.0 FT/S (0.91 M/S) CANNOT BE ACHIEVED, IT IS DESIRABLE TO FLUSH AT THE MAXIMUM FLOW FOR THE MAIN. UNTIL THREE PIPE VOLUMES HAVE BEEN DISPLACED BEFORE RETURNING THE MAIN TO SERVICE, THE FLUSHED WATER SHOULD RUN VISUALLY CLEAR AND HAVE TYPICAL SYSTEM CHLORINE RESIDUAL (IF THE SYSTEM OPERATES WITH A DISINFECTANT RESIDUAL).

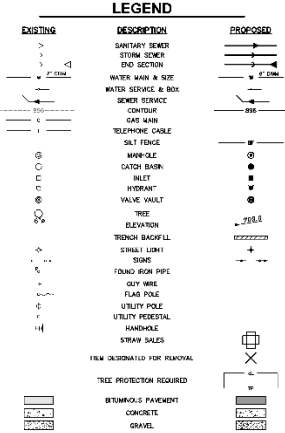
FOR VERY LARGE-DIAMETER PIPE (WHERE PERSONNEL OR EQUIPMENT MAY SAFELY ENTER THE PIPE), IN LIEU OF FLUSHING FOLLOWING DISINFECTION, THE INTERIOR OF THE PIPE AT THE REPAIR SITE MAY BE CLEANED BY SQUEEING OR HIGH-PRESSURE WASH USING POTABLE WATER BEFORE DISINFECTION. STANDING WATER AND DEBRIS FROM THE CLEANING MUST BE REMOVED FROM THE PIPE BEFORE DISINFECTION. THE AFFECTED PIPE SHALL BE DISINFECTED BY SWABING OR SPRAYING WITH A MINIMUM 1 PERCENT CHLORINE SOLUTION.

AFTER FOLLOWING THE APPROPRIATE METHODS ABOVE, BEFORE RETURNING THE PIPE TO SERVICE, THE EFFICACY OF THE DISINFECTION PROCEDURE SHALL BE VERIFIED BY TESTING FOR THE ABSENCE OF COLIFORM BACTERIA. IF ALLOWED BY LOCAL REGULATIONS, THE PIPELINE MAY BE RETURNED TO LIMITED SERVICE BEFORE OBTAINING BACTERIOLOGICAL RESULTS WITH PROPER NOTIFICATION OF THE AFFECTED CUSTOMERS.

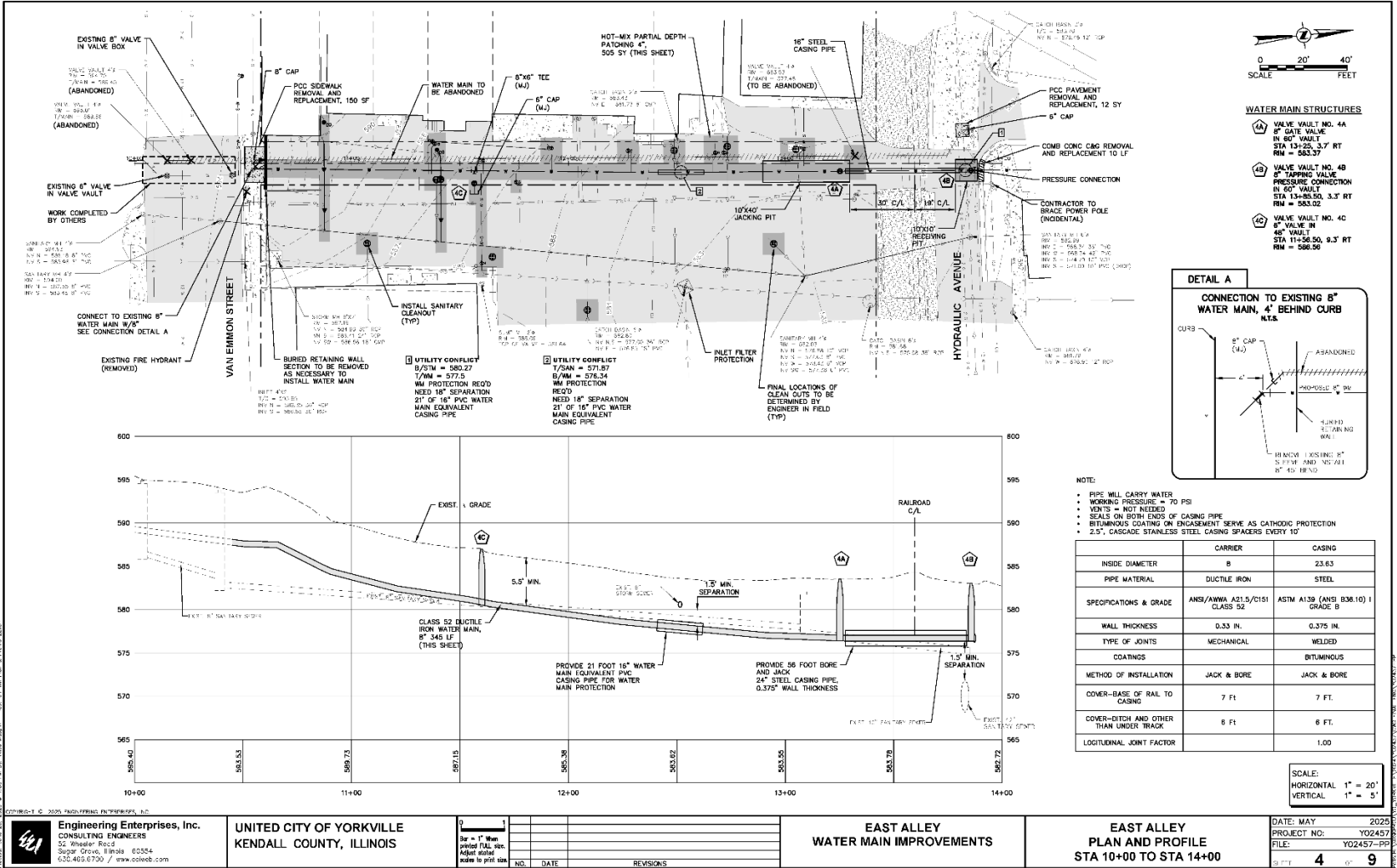
5.5.4 TEMPORARY SERVICE LINES. TEMPORARY WATER SERVICE LINES TO CUSTOMERS DURING MAIN REPAIR ACTIVITIES SHALL BE DISINFECTED BEFORE USE. MATERIALS SHALL MEET THE NSF/ANSI/CAN #1 CERTIFICATION FOR POTABLE WATER USE. DISINFECTION SHOULD BE ACCOMPLISHED BY THE PROCEDURES IN SEC. 4.4 OR SEC. 4.5 FOLLOWED BY SCOUR FLUSHING AT 3.0 FT/S (0.91 M/S) OR GREATER FOR A MINIMUM OF THREE PIPE VOLUMES (SEE TABLE 3), OR UNTIL THE WATER RUNS VISUALLY CLEAR AND PREFERABLY A MEASURABLE CHLORINE RESIDUAL IS RESTORED.

SUMMARY OF QUANTITIES

| ITEM NO. | ITEM | UNIT | QUANTITY |
|--------------------------------|--|-------|----------|
| WATER MAIN IMPROVEMENTS | | | |
| 1 | WATER MAIN D.I.P. CLASS 52 WITH POLYETHYLENE WRAP BUNCH | FOOT | 15 |
| 2 | WATER MAIN D.I.P. CLASS 52 WITH POLYETHYLENE WRAP BUNCH | FOOT | 208 |
| 3 | WATER MAIN D.I.P. CLASS 52 WITH POLYETHYLENE WRAP BUNCH, 10SS RESTRAINED | FOOT | 20 |
| 4 | 1" DIA. 1" WALL 40# PIPE AND JOINT | FOOT | 49 |
| 5 | CONNECTION TO EXISTING WATER MAIN BUNCH | EACH | 1 |
| 6 | DISCONNECT AND REMOVE EXISTING WATER MAIN | EACH | 1 |
| 7 | DATE VALVE PRELIM. SEAT IN 4" VALVE END | EACH | 1 |
| 8 | DATE VALVE PRELIM. SEAT IN 8" VALVE END | EACH | 1 |
| 9 | PRELIM. CONNECTION WITH 4" BRASS 90° 1" APPROX. VALVE 8" OF VALVE END | EACH | 1 |
| 10 | VALVE VAULT TO BE ABANDONED | EACH | 1 |
| 11 | 1" DIA. 1" WALL 40# PIPE | FOOT | 74 |
| 12 | WATER MAIN PROTECTION, 1" DIA. | FOOT | 2 |
| 13 | WATER SERVICE PIPE, 1" DIA. | FOOT | 162 |
| 14 | WATER SERVICE CONNECTION, 1" DIA. | EACH | 13 |
| 15 | CONCRETE RETAINING WALL REMOVAL | FOOT | 5.5 |
| 16 | NON-SPECIAL NONHAZARDOUS SOLID WASTE DISPOSAL, TYPE 1 | TON | 50 |
| 17 | NON-SPECIAL NONHAZARDOUS SOLID WASTE DISPOSAL, TYPE 2 | TON | 25 |
| 18 | POOR REPAIR ON | CU YD | 15 |
| 19 | SANITARY SEWER SERVICE REPAIR, PVC SDR-26 DUCTILE IRON | EACH | 3 |
| 20 | SANITARY SEWER SERVICE CLEANOUT | EACH | 9 |
| 21 | SANITARY SEWER SERVICE PIPE, PVC SDR-26 | FOOT | 50 |
| 22 | SANITARY SEWER SERVICE CONNECTION | EACH | 1 |
| 23 | HEAVY SEWER CLEANING | FOOT | 162 |
| 24 | CRACK PATCH | EACH | 8 |
| 25 | DISINFECTANT FOR EXISTING PIPE LINES, 1" DIA. | FOOT | 495 |
| 26 | VALVE PROTECTION | EACH | 3 |
| 27 | 1" DIA. 1" WALL 40# PIPE | FOOT | 1 |
| 28 | FOOTING ON MATERIAL | CU YD | 25 |
| 29 | EXCAVATION & BACKFILL | EACH | 15 |
| 30 | 1" DIA. 1" WALL 40# PIPE, FULL DEPTH, 1" DIA. 1" WALL | FOOT | 282 |
| 31 | 1" DIA. 1" WALL 40# PIPE, 1" DIA. 1" WALL | FOOT | 302 |
| 32 | PORT AND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT | FOOT | 12 |
| 33 | PORT AND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT | FOOT | 12 |
| 34 | CONCRETE (JOINT) - 4" CURB AND GUTTER, 1" DIA. 1" WALL | FOOT | 15 |
| 35 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 25 |
| 36 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |
| 37 | 1" DIA. 1" WALL 40# PIPE, 1" DIA. 1" WALL | FOOT | 102 |
| 38 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |
| 39 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |
| 40 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |
| 41 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |
| 42 | PAINT (PAINT) - 1" DIA. 1" WALL | FOOT | 102 |



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|--|---|--|---|---|--|
| 10/20/2023 © 2023 PLOMBS ENGINEERS, INC. | Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Naperville, Illinois 60564 630-460-6700 / www.eeinc.com | UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS | EAST ALLEY WATER MAIN IMPROVEMENTS | GENERAL NOTES, CONSTRUCTION SPECIFICATIONS AND SUMMARY OF QUANTITIES | DATE: MAY 2023 PROJECT NO: Y02457 FILE: Y02457-CVR SP-11 3 OF 9 |
| NO. DATE REVISIONS | | | | | |



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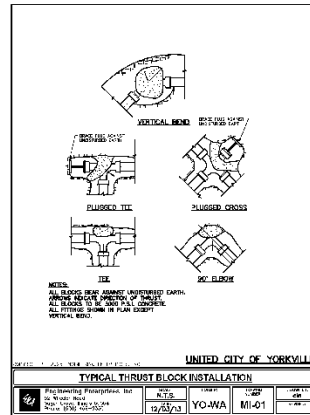
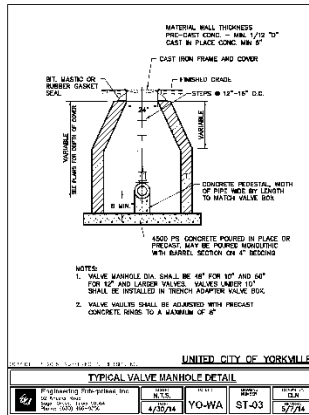
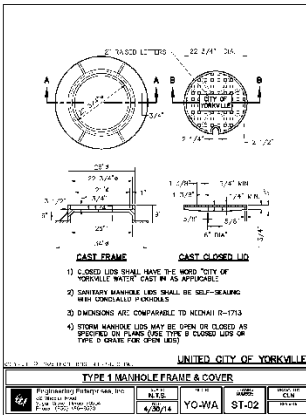
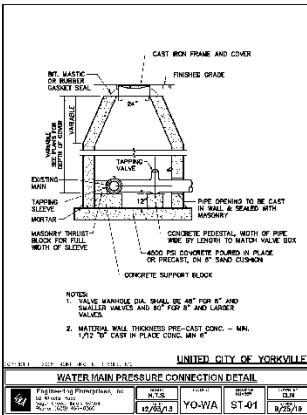
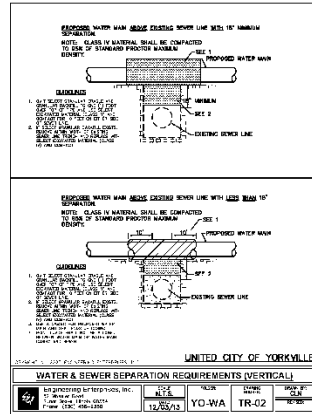
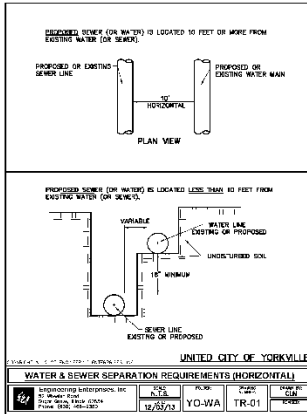
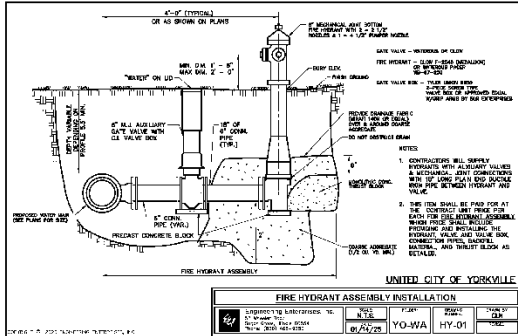
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NO. DATE REVISIONS

**EAST ALLEY
WATER MAIN IMPROVEMENTS**

**EAST ALLEY
PLAN AND PROFILE
STA 10+00 TO STA 14+00**

DATE: MAY 2020
PROJECT NO: Y02457
FILE: Y02457-PP
SHEET 4 OF 9



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CONSULTING ENGINEERS
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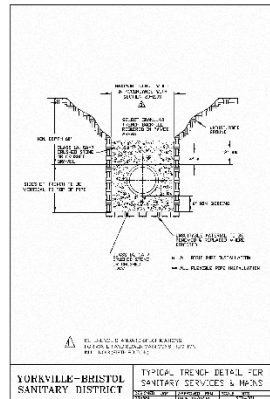
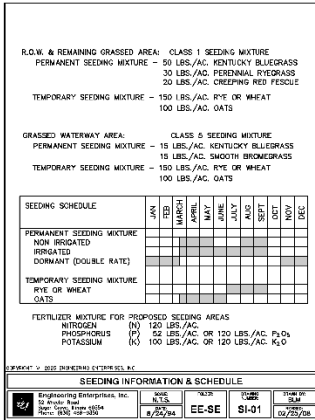
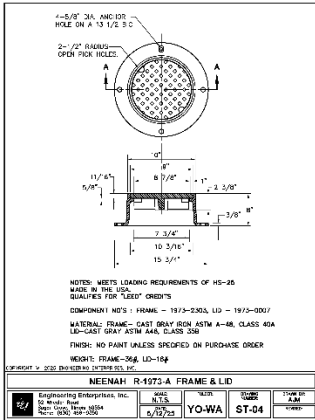
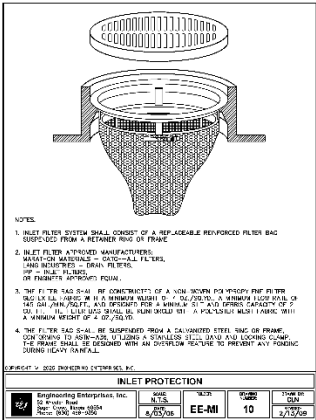
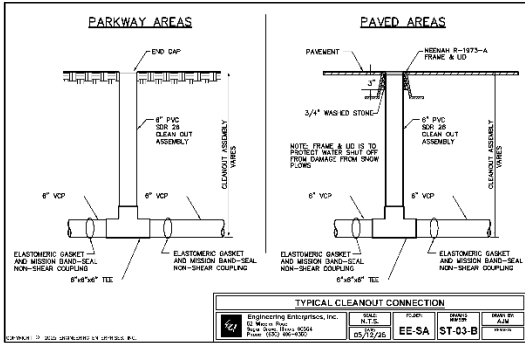
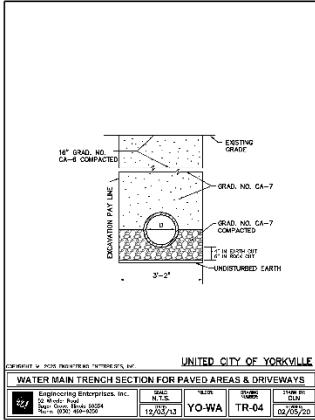
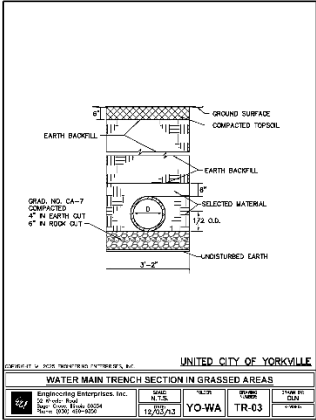
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KENDALL COUNTY, ILLINOIS

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EAST ALLEY
WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: MAY 2025
PROJECT NO: Y02457
FILE: Y02457-CVR
17-11 5 9



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Sycamore, Illinois 60554
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| | | |
|-----|---------|----------------|
| NO. | DATE | REVISIONS |
| 1 | 8/25/24 | Initial design |
| 2 | 8/25/24 | Revised design |
| 3 | 8/25/24 | Final design |

EAST ALLEY
WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

| | |
|-------------|------------|
| DATE: MAY | 2025 |
| PROJECT NO: | Y02457 |
| FILE: | Y02457-CVR |
| SHEET | 6 OF 9 |



THE ILLINOIS RAILWAY, LLC



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- Legend**
- ◆ MILE POST
 - IR TRACK
 - INDUSTRY OWNED
 - IR TRACKAGE RIGHTS
 - PIPELINE CROSSING
 - IR ROW

GRID COORDINATES
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Latitude: 41.64212
Yorkville • Kendall Co • IL

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US Feet



PIPELINE CROSSING LICENSE NUMBER 410501

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|---|---------------------|
| Customer: GENESEO COMMUNICATIONS LLC | |
| Checked By: CJ | Drawn By: NS |
| Date: 6/26/2025 | Exhibit: B |

EXHIBIT B



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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-67

Agenda Item Summary Memo

Title: 2025 Water Main Replacement – Illinois Railway, LLC License Agreements

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: 2025 Water Main Replacement – Recommendation to Accept the Illinois Railway, LLC License Agreements

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Acceptance of the Illinois Railway, LLC License Agreements

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: July 15, 2025
Subject: 2025 Water Main Replacement – Illinois Railway, LLC License Agreements

During the upcoming summer, the City will be replacing significant stretches of water main located in downtown Yorkville. As a part of the project, water main must be installed underneath railroad tracks owned by Illinois Railway, LLC in four separate locations. The City has undergone an extensive permitting process with the railroad including conversations on the cost and language of the License Agreements. There are four license agreements, one for each crossing located at Adams and Hydraulic, State and Hydraulic, S. Main and Hydraulic, and West Alley and Hydraulic. The License Agreement language has been reviewed by the City Attorney and each carry a one-time license fee of \$3,700 for a total fee amount of \$14,800.

We recommend the acceptance and approval of the License Agreements with Illinois Railway, LLC.

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

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05"(inch) carrier inside a 16" (inch) casing diameter, fresh water Pipe Line crossing Licensor's property, located at or near Mile Post No. 49.91, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed

in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

B.

- a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**
- b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**
- c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**
- d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY**

LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
 - i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensors and any subsidiary, owner, parent or affiliates of Licensors, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which

states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it,

or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licenser shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licenser's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licenser's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licenser determines and substantiates to Licensee that the Pipe Line endangers or threatens Licenser's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licenser's property, and restore the property to its prior condition, or a condition satisfactory to Licenser. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licenser may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licenser shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licenser:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall

any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference

only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

| | |
|---------------------------------|-----------------------------|
| Licensor: Illinois Railway, LLC | Licensee: City of Yorkville |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr., Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR: 50 DOT No.: 065033T
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
308 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642432 Longitude: -88.450318
Located on the (N/S/E/W) S side of (landmark, intersection)
Adams St. and W. Hydraulic Ave.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewrapping required? () Yes (☒) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (✓) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (✓) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: W. Hydraulic Ave. and Adams St. as well as 312 Morgan St.
- **PIPE SPECIFICATIONS:** **ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104**

| | CARRIER PIPE | CASING PIPE |
|-----------------------------------|--------------------------------|----------------------------------|
| Material | Ductile Iron | Steel |
| Material Specifications and Grade | ANSI/AWWA A21.51/C151 Class 52 | ASTM A139 (ANSI B36.10); Grade B |
| Min. Yield Strength of Mat. PSI | 42,000 | 35,000 |
| Mill Test Pressure PSI | 500 | 2,800 |
| Inside Diameter | 8 in. | 15.25 in. |
| Wall Thickness | 0.33 in. | 0.219 in. |
| Outside Diameter | 9.05 in. | 16 in. |
| Type of Seam | | |
| Laying Lengths | 20 ft. | 20 ft. |
| Kind of Joints | Mechanical | Welded |
| Total Length within RR R/O/W | 50 ft. | 50 ft. |

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (✓) Yes () No

PROTECTIVE COATING: (✓) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: Adam Noon
Signer ID: GWIZESBY13

Name Printed: Adam Noon

Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

SOIL EROSION AND SEDIMENTATION CONTROL

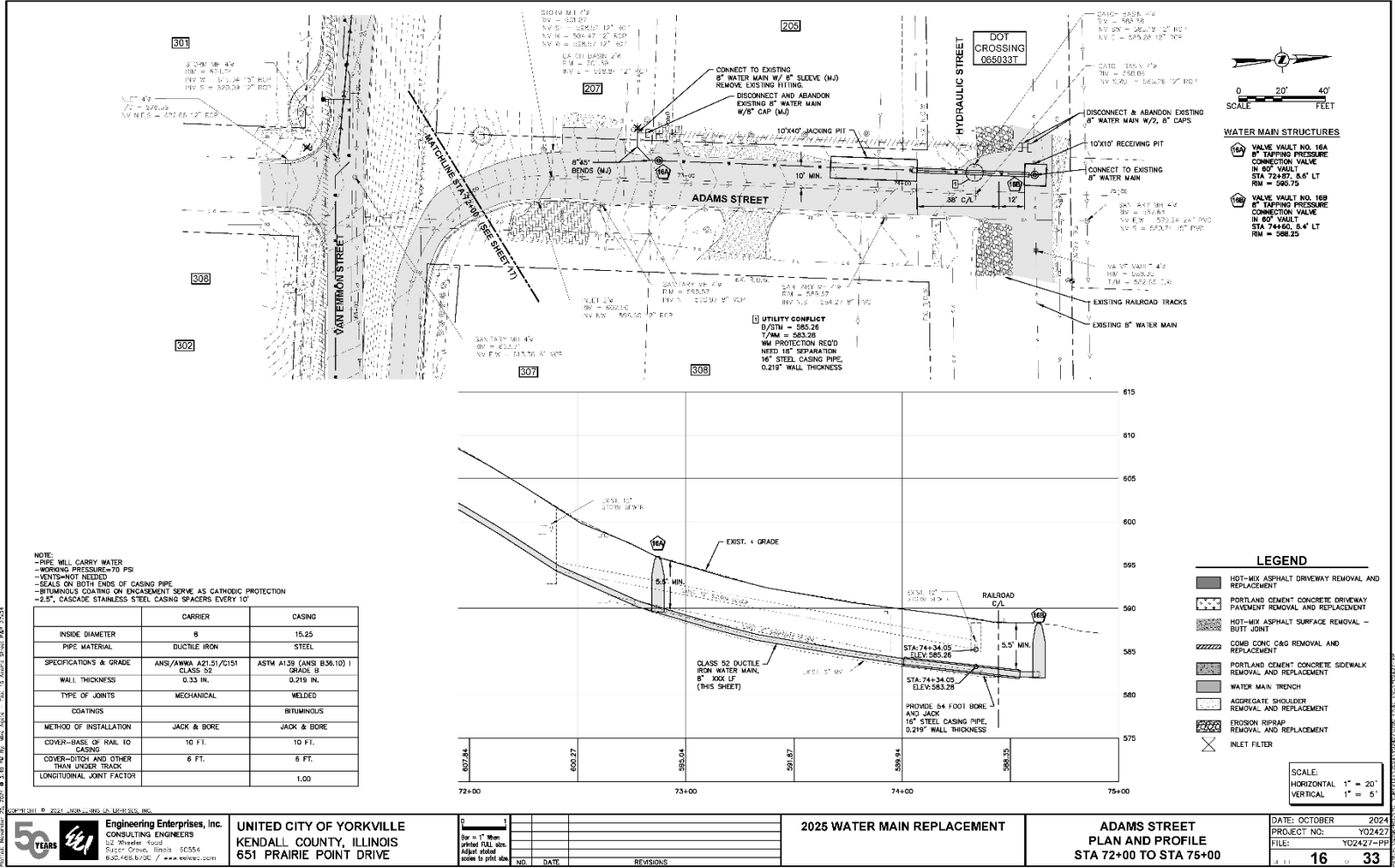
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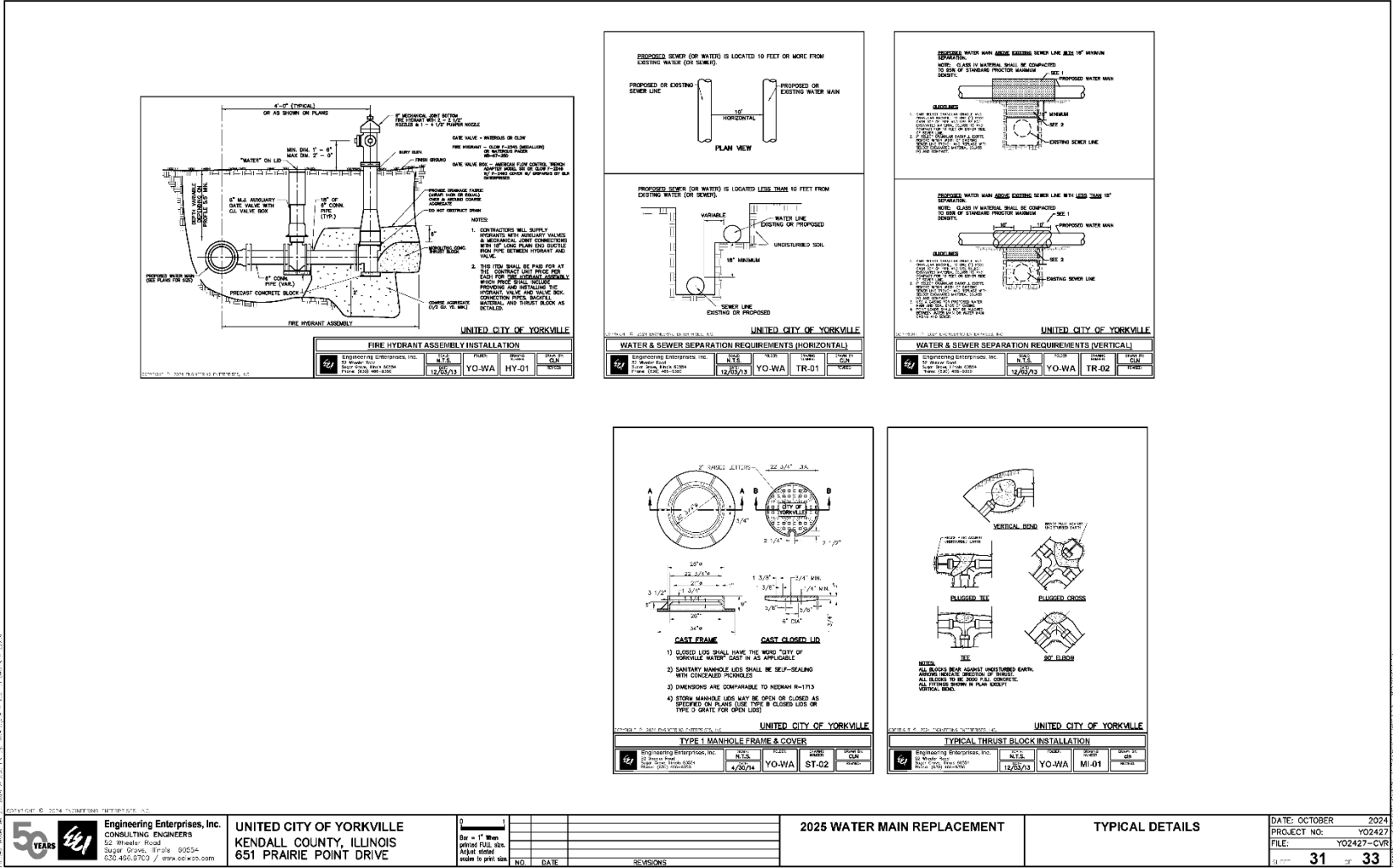
1. TOPSOIL AND VEGETATIVE COVER - "SPIN" TOPSOIL AND REMOVE EXISTING VEGETATION. STOCKPILE ON-SITE (70% OF TOTAL VOLUME).
2. TEMPORARY SEEDING - TEMPORARY SEEDING SHALL BE PROVIDED WITHIN 15 DAYS TO ANY DISTURBED AREA THAT IS SCHEDULED TO REMAIN OPEN FOR LESSER THAN 60 DAYS. IF REQUIRED, ALL TEMPORARY SEEDING SHALL BE SEEDING MIXTURE TO BE PROVIDED TO THE COUNTY.
3. PERMANENT SEEDING - IMMEDIATELY FOLLOWING FINAL GRADING AND TOPSOIL PLACEMENT, ALL TEMPORARY SEEDING SHALL BE REPLACED WITH PERMANENT SEEDING MIXTURE TO BE PROVIDED TO THE COUNTY.
4. PAVED AREAS - INSTALL THE APPROPRIATE BASE AS SOON AS POSSIBLE IN THE CONSTRUCTION SEQUENCE TO PROTECT REQUIRED RETENTION.
5. SLOPE PROTECTION - PROJECT SEEDING ON STEEP SLOPES WITH EROSION CONTROL BLANKET.
6. ADJACENT PROTECTION - PROTECT ADJACENT PROPERTY FROM SEDIMENT (SEEPAGE BY PREVENTING A VEGETATED BUFFER STRIP OR BY DITCHING) DRAINAGE OF FILTERS AT THE LOWER PORTION OF THE SLOPE.
7. SEDIMENTATION CONTROL SHALL BE PROVIDED ON ALL AREAS AROUND THE PERIMETER OF ALL LOT/LOT AREAS.
8. STORM SEWER SLOPE PROTECTION
 - a. SWEEP AREAS OF ALL STORM DRAIN BASIN AREAS TO PREVENT SEDIMENT AT EACH OPEN DRAIN STORM STRUCTURE UNTIL AREA TRIBUTARY TO THAT DRAIN BASIN HAS BEEN COMPLETELY REVEGETATED.
 - b. PAVED AREAS - INSTALL AND MAINTAIN SLOPE PROTECTIONS AT ALL OPEN STRUCTURES UNTIL AREAS TRIBUTARY TO THAT DRAIN BASIN HAVE BEEN PAVED AND /OR COMPLETELY REVEGETATED.
9. DITCH PROTECTION SHALL BE INSTALLED AND STAKED IN PLACE AT 200' MAXIMUM SPACING IN ALL DRAINS.
10. PROVISIONS SHALL BE MADE TO MAINTAIN THE STANDING IN PLACE OF ALL DRAINAGE OR VEHICLE TRAVEL ON STATE, COUNTY OR TOWNSHIP HIGHWAYS OR LOCAL STREETS IF NECESSARY. STATE, COUNTY OR TOWNSHIP HIGHWAYS SHALL BE MAINTAINED BY THE COUNTY. STANDING SHALL BE MAINTAINED BY THE COUNTY OR TOWNSHIP OR OTHER AGENCIES OR BY THE LOCAL COMMUNITY OR AS AGREED TO BY THE COUNTY OR TOWNSHIP OR OTHER AGENCIES OR BY THE LOCAL COMMUNITY.
11. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE DESIGNED WEEKLY AND AFTER EACH RAIN. CLEAN UP ALL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE DESIGNED WEEKLY AND AFTER EACH RAIN.

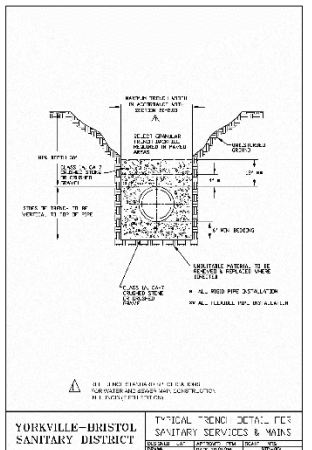
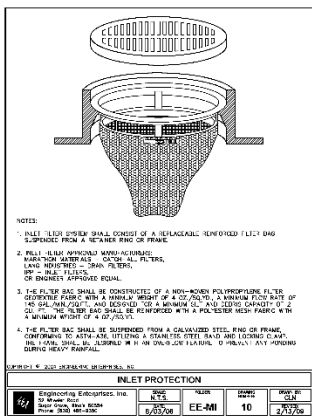
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| Bar = 1" when printed FULL size. Adjust stated scales to print size. | | | | |
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GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

| | |
|---------------|----------|
| DATE: OCTOBER | 20 |
| PROJECT NO: | YO24 |
| FILE: | YO2427-C |
| SET | 2 33 |









THE ILLINOIS RAILWAY, LLC



Legend

- ◆ MILE POST
- IR TRACK
- - - INDUSTRY OWNED
- IR TRACKAGE RIGHTS
- PIPELINE CROSSING
- IR ROW

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Latitude: 41.64242
Yorkville • Kendall Co • IL

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|---|-----------------------------|
| PIPE LINE CROSSING LICENSE NUMBER 410367 | |
| Customer: | UNITED CITY OF YORKVILLE |
| Checked By: CJ | Drawn By: LBT |
| Date: 1/3/2025 | Exhibit: B |

Document Path: S:\LANDRAIL, LLC\Mapping Project\GIS\IR\IR Exhibits\IR Exhibits.aprx

EXHIBIT B

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.85, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**

 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licensor shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licensor's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licensor's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licensor determines and substantiates to Licensee that the Pipe Line endangers or threatens Licensor's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

| | |
|---------------------------------|-----------------------------|
| Licensor: Illinois Railway, LLC | Licensee: City of Yorkville |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the **non-refundable** fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,903 CAD)**, a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville
5. Federal Tax Identification number (U.S. Leases):
6. Mailing Address: 651 Prairie Pointe Drive Yorkville, IL 60560
7. Overnight Delivery Service Address (if different):
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR:50 DOT No.: 065032L
Track Station (from): Track Station (to):
Property Address REQUIRED:
201 State St, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642378 Longitude: -88.449325
Located on the (N/S/E/W) S side of (landmark, intersection)
W. Hydraulic Ave. and State St.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewinding required? () Yes ☒ No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes ☒ No If yes, please describe _____

Product to be conveyed: Water

Flammable? () Yes ☒ No Temp _____

- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150 psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois

Location of shut-off valve: State St. and W. Hydraulic Ave. and State St. and W. Van Emmon St.

- PIPE SPECIFICATIONS: ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

| | CARRIER PIPE | CASING PIPE |
|-----------------------------------|---------------------------------------|---|
| Material | <u>Ductile Iron</u> | <u>Steel</u> |
| Material Specifications and Grade | <u>ANSI/AWWA A21.51/C151 Class 52</u> | <u>ASTM A139 (ANSI B36.10); Grade B</u> |
| Min. Yield Strength of Mat. PSI | <u>42,000</u> | <u>35,000</u> |
| Mill Test Pressure PSI | <u>500</u> | <u>2,800</u> |
| Inside Diameter | <u>8 in.</u> | <u>15.25 in.</u> |
| Wall Thickness | <u>0.33 in.</u> | <u>0.219 in.</u> |
| Outside Diameter | <u>9.05 in.</u> | <u>16 in.</u> |
| Type of Seam | _____ | _____ |
| Laying Lengths | <u>20 ft.</u> | <u>20 ft.</u> |
| Kind of Joints | <u>Mechanical</u> | <u>Welded</u> |
| Total Length within RR R/O/W | <u>77 ft.</u> | <u>77 ft.</u> |

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends ☒ One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: ☒ Yes () No

PROTECTIVE COATING: ☒ Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 10/28/24

Signature: Adam Noon

Name Printed: Adam Noon

Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
RAILROAD PERMIT SUBMITTAL: OCTOBER 2024
BID ISSUE: XXXXX 2024
CONSTRUCTION ISSUE: XXXXX 2024

| | |
|--------------------|--------------------------|
| JOHN PURCELL | MAYOR |
| JORI BEHLAND | CITY CLERK |
| BART OLSON | CITY ADMINISTRATOR |
| ERIC DHUSE | DIRECTOR OF PUBLIC WORKS |
| CHRIS FUNKHOUSER | ALDERMAN |
| KEN KOCH | ALDERMAN |
| MATT MAREK | ALDERMAN |
| RUSTY CORNELIS | ALDERMAN |
| ARDEN JOE PLOCHER | ALDERMAN |
| CRAIG SOLING | ALDERMAN |
| SEAVAR TARULIS | ALDERMAN |
| DANIEL V. TRANSIER | ALDERMAN |



UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60560
630-553-4350



Engineering Enterprises, Inc.
 Consulting Engineers
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eetweb.com
 PROFESSIONAL DESIGN FIRM # 184-002003

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|-----|--|---------|--|
| 2. | COVER SHEET | 10. | SOUTH MAIN STREET PLAN AND PROFILE STA 94+50 TO STA 94+90 |
| 3. | GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS SCHEDULES, MATERIALS AND LEGEND | 11. | SOUTH MAIN STREET PLAN AND PROFILE STA 94+90 TO STA 103+50 |
| 4. | OVERALL PLAN | 12. | SOUTH MAIN STREET PLAN AND PROFILE STA 103+50 TO STA 108+00 |
| 5. | OVERALL PLAN | 13. | SOUTH MAIN STREET PLAN AND PROFILE STA 108+00 TO STA 112+50 |
| 6. | CHURCH STREET PLAN AND PROFILE STA 10+00 TO STA 14+50 | 14. | WAGNER STREET PLAN AND PROFILE STA 112+50 TO STA 118+50 |
| 7. | WAGNER STREET PLAN AND PROFILE STA 14+50 TO STA 18+00 | 15. | WAGNER STREET PLAN AND PROFILE STA 118+50 TO STA 123+00 |
| 8. | WAGNER STREET PLAN AND PROFILE STA 18+00 TO STA 23+50 | 16. | WASHINGTON STREET PLAN AND PROFILE STA 123+00 TO STA 123+50 |
| 9. | WAGNER STREET PLAN AND PROFILE STA 23+50 TO STA 28+50 | 17. | WASHINGTON STREET PLAN AND PROFILE STA 123+50 TO STA 128+50 |
| 10. | WAGSON STREET PLAN AND PROFILE STA 34+50 TO STA 35+00 | 18. | WASHINGTON STREET PLAN AND PROFILE STA 128+50 TO STA 134+00 |
| 11. | WAGSON STREET PLAN AND PROFILE STA 35+00 TO STA 38+50 | 19. | WEST ALLEY STREET PLAN AND PROFILE STA 134+00 TO STA 138+50 |
| 12. | WAGSON STREET PLAN AND PROFILE STA 38+50 TO STA 43+50 | 20. | OFFSITE PLAN AND PROFILE STA 188+50 TO STA 189+50 |
| 13. | WAGSON COURT PLAN AND PROFILE STA 43+50 TO STA 51+50 | 21. | SOUTH MAIN STREET PLAN AND PROFILE STA 189+50 TO STA 171+00 |
| 14. | VAN DAMSON STREET PLAN AND PROFILE STA 60+00 TO STA 64+00 | 31--33. | TYPICAL DETAILS |
| 15. | VAN DAMSON STREET PLAN AND PROFILE STA 64+00 TO STA 67+50 | | |
| 16. | ADAMS STREET PLAN AND PROFILE STA 73+00 TO STA 79+00 | | |
| 17. | STATE STREET PLAN AND PROFILE STA 80+00 TO STA 84+00 | | |
| 18. | SOUTH MAIN STREET PLAN AND PROFILE STA 80+00 TO STA 84+00 | | |

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED
UNDER MY DIRECT SUPERVISION.
DATED AT SUGAR GROVE, ILLINOIS,
THIS _____ DAY OF _____, 2024.

KYLE D. WELT, P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-084662
EXPIRATION DATE: 11/30/25

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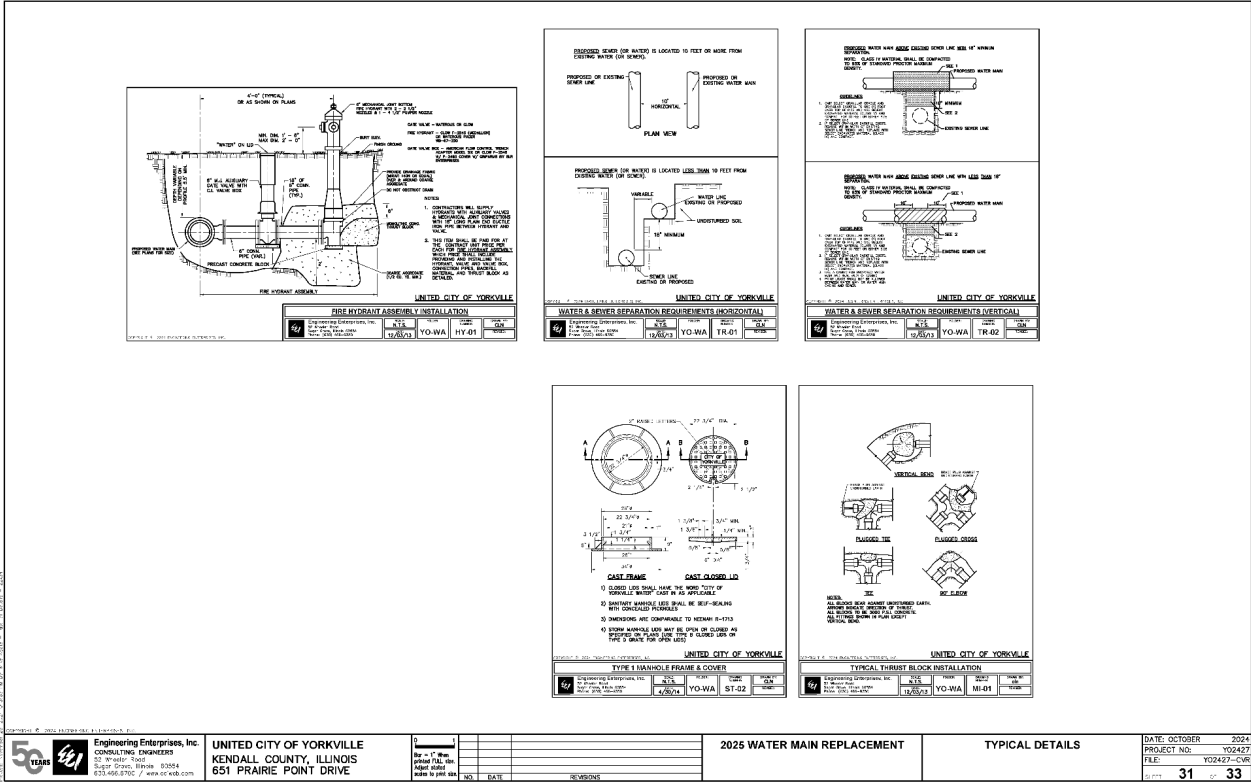
REVISIONS

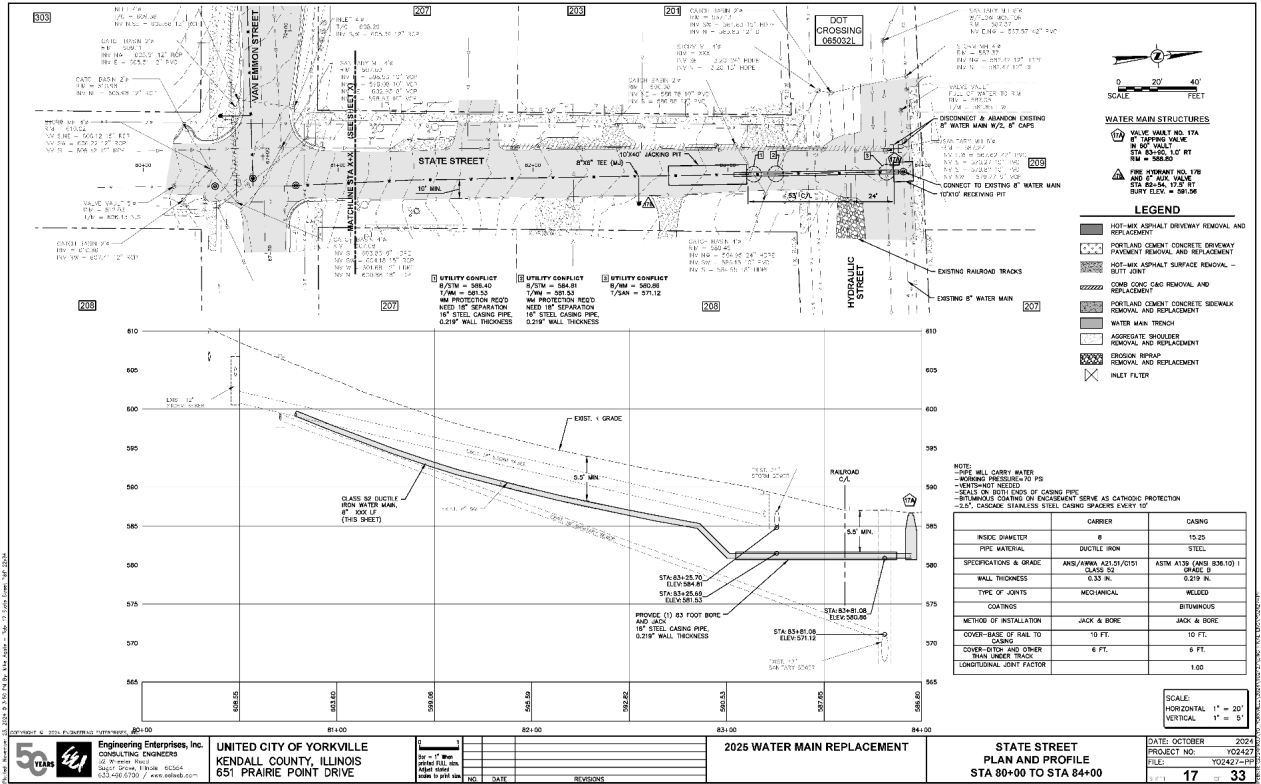


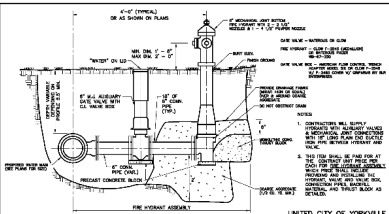
ARROW FLANGE BOLT ON HYDRANT AT THE NORTHWEST
CORNER OF WASHINGTON ST AND STATE ST.
ELEVATION = 649.36

WEST FLANGE BOLT ON HYDRANT AT NORTHWEST
CORNER OF HYDRAULIC AVE AND MORGAN ST.
ELEVATION = 593.85

NORTHEAST FLANGE BOLT ON HYDRANT AT NORTHEAST
CORNER OF HYDRAULIC ST AND ADAMS ST.
ELEVATION = 588.95








RISE HYDRANT ASSEMBLY INSTALLATION

UNITED CITY OF YORKVILLE


| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | HY-01 |
|------|---------|----|-------|-------|



WATER & SEWER SEPARATION REQUIREMENTS HORIZONTAL

UNITED CITY OF YORKVILLE

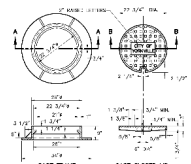
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|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | TR-01 |
|------|---------|----|-------|-------|



WATER & SEWER SEPARATION REQUIREMENTS VERTICAL

UNITED CITY OF YORKVILLE

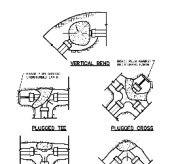
| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | TR-02 |
|------|---------|----|-------|-------|



CAST FRAME CAST CLOSED LID

UNITED CITY OF YORKVILLE


| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | ST-02 |
|------|---------|----|-------|-------|



TYPICAL THRUST BLOCK INSTALLATION

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | MI-01 |
|------|---------|----|-------|-------|



Engineering Enterprises, Inc.
CONSULTING ENGINEERS

23. Weaver Road
Spartanburg, SC 29584
(803) 535-8700 / www.ee-usa.com

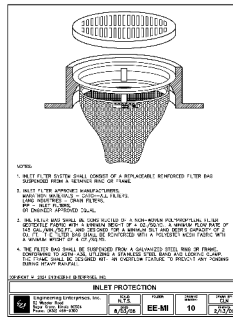
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
651 PRAIRIE POINT DRIVE

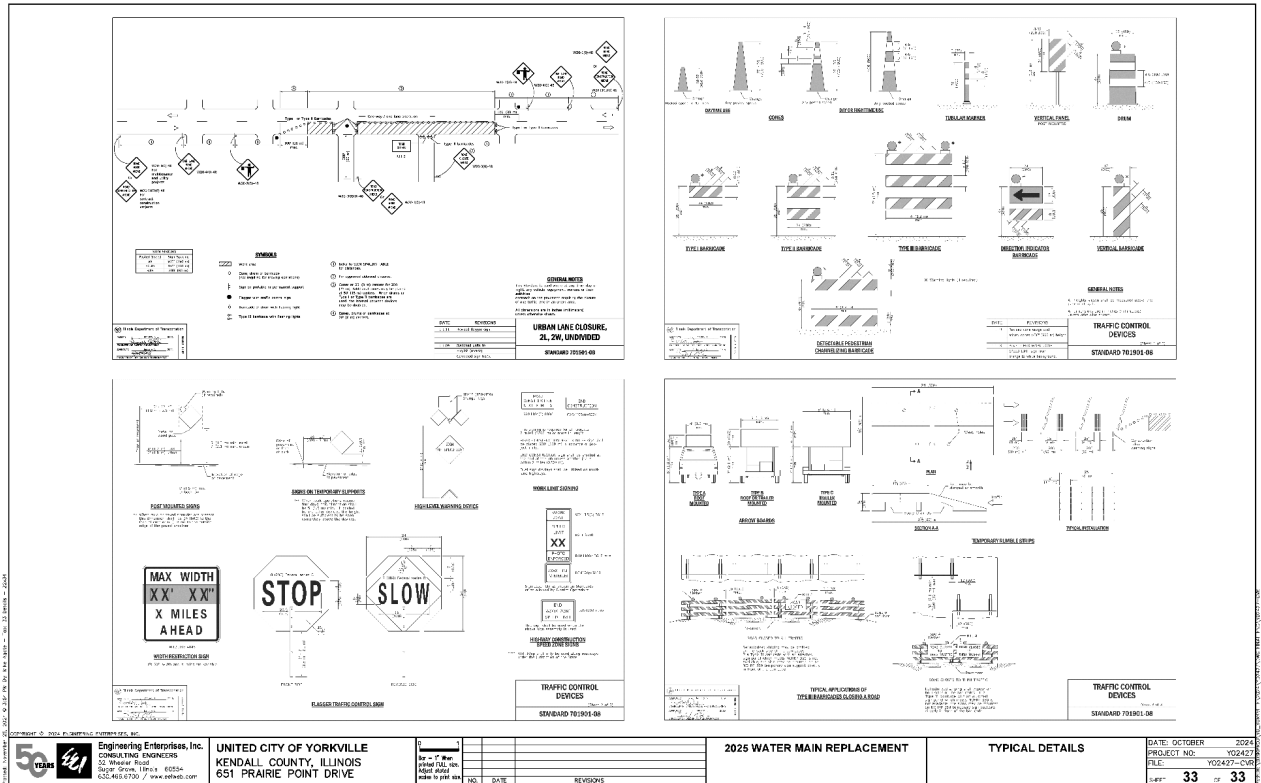
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| NO. | DATE | REVISIONS |
| 1 | | |

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|-----------------------------|--|-----------------|--|
| 2025 WATER MAIN REPLACEMENT | | TYPICAL DETAILS | |
|-----------------------------|--|-----------------|--|

| |
|--------------------|
| DATE: OCTOBER 2024 |
| PROJECT NO: Y02427 |
| FILE: Y02427-CAD |
| 31 33 |

Agreement No. 410368

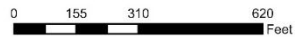






GRID COORDINATES
Longitude: -88.44933
Latitude: 41.64237
Yorkville • Kendall Co • IL

- ◆ MILE POST
- IR TRACK
- INDUSTRY OWNED
- IR TRACKAGE RIGHTS
- PIPELINE CROSSING
- IR ROW



PIPE LINE CROSSING
LICENSE NUMBER 410368

| | |
|-----------|-----------------------------|
| Customer: | UNITED CITY OF YORKVILLE |
|-----------|-----------------------------|

| | |
|----------------|---------------|
| Checked By: CJ | Drawn By: LBT |
|----------------|---------------|

| | | |
|-----------------------|-----------------|---|
| Date: 1/3/2025 | Exhibit: | B |
|-----------------------|-----------------|---|

EXHIBIT B

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.80, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**

 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**

 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licenser shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licenser's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licenser's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licenser determines and substantiates to Licensee that the Pipe Line endangers or threatens Licenser's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licenser's property, and restore the property to its prior condition, or a condition satisfactory to Licenser. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licenser may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licenser shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licenser:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

| | |
|---------------------------------|-----------------------------|
| Licensor: Illinois Railway, LLC | Licensee: City of Yorkville |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of \$1,500 USD (\$1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: AMN



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☐ Municipality ☒ Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville, IL
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr., Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd., Sugar Grove, IL 60554
13. Railroad Name: Illinois Railroad
Nearest Milepost: IR:50 DOT No.: 065031E
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
204 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642330 Longitude: -88.448359
Located on the (N/S/E/W) S side of (landmark, intersection)
W. Hydraulic Ave. and S. Main St.

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See variance letter.

- Temporary track support or rewinding required? () Yes (X) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (X) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (X) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type Test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: W. Hydraulic Ave. and S. Main St. as well as S. Main St. and Madison St.
- PIPE SPECIFICATIONS: ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

| | CARRIER PIPE | CASING PIPE |
|-----------------------------------|--------------------------------|----------------------------------|
| Material | Ductile Iron | Steel |
| Material Specifications and Grade | ANSI/AWWA A21.51/C151 Class 52 | ASTM A139 (ANSI B36.10); Grade B |
| Min. Yield Strength of Mat. PSI | 42,000 | 35,000 |
| Mill Test Pressure PSI | 500 | 2,800 |
| Inside Diameter | 8 in. | 15.25 in. |
| Wall Thickness | 0.33 in. | 0.219 in. |
| Outside Diameter | 9.05 in. | 16 in. |
| Type of Seam | | |
| Laying Lengths | 20 ft. | 20 ft. |
| Kind of Joints | Mechanical | Welded |
| Total Length within RR R/O/W | 73 ft. | 73 ft. |

VENTS: #0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (X) Yes () No

PROTECTIVE COATING: (X) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: *Adam Noon*
Signer ID: CWIZESBY13...

Name Printed: Adam Noon

Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

[BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION](#)

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
RAILROAD PERMIT SUBMITTAL: OCTOBER 2024
BID ISSUE: XXXXX 2024
CONSTRUCTION ISSUE: XXXXX 2024

| | |
|--------------------|--------------------------|
| JOHN PURCELL | MAYOR |
| JORI BEHLAND | CITY CLERK |
| BART OLSON | CITY ADMINISTRATOR |
| ERIC DHUSE | DIRECTOR OF PUBLIC WORKS |
| CHRIS FUNKHOUSER | ALDERMAN |
| KEN KOCH | ALDERMAN |
| MATT MAREK | ALDERMAN |
| RUSTY CORNELIS | ALDERMAN |
| ARDEN JOE PLOOCHER | ALDERMAN |
| CRAIG SOLING | ALDERMAN |
| SEAVAR TARULIS | ALDERMAN |
| DANIEL V. TRANSIER | ALDERMAN |



UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60560
630-553-4350



Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com
PROFESSIONAL DESIGN FIRM # 184-002003

| | | | |
|-----|---|-----|--|
| 2. | COVER SHEET | 19. | SOUTH MAIN STREET PLAN AND PROFILE STA 84+00 TO STA 89+00 |
| 3. | GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS SUMMARY OF MATERIALS AND LOGGING | 20. | SOUTH MAIN STREET PLAN AND PROFILE STA 89+00 TO STA 103+50 |
| 4. | OVERALL PLAN | 21. | SOUTH MAIN STREET PLAN AND PROFILE STA 103+50 TO STA 108+00 |
| 5. | OVERALL PLAN | 22. | SOUTH MAIN STREET PLAN AND PROFILE STA 108+00 TO STA 112+50 |
| 6. | CHORDAL PLAN | 23. | SOUTH MAIN STREET PLAN AND PROFILE STA 112+50 TO STA 118+00 |
| 7. | WORMAN STREET PLAN AND PROFILE STA 14+00 TO STA 14+50 | 24. | WORMAN STREET PLAN AND PROFILE STA 118+00 TO STA 123+00 |
| 8. | WORMAN STREET PLAN AND PROFILE STA 14+50 TO STA 18+00 | 25. | WASHINGTON STREET PLAN AND PROFILE STA 123+00 TO STA 128+00 |
| 9. | WORMAN STREET PLAN AND PROFILE STA 18+00 TO STA 23+50 | 26. | WASHINGTON STREET PLAN AND PROFILE STA 128+00 TO STA 130+00 |
| 10. | WORMAN STREET PLAN AND PROFILE STA 23+50 TO STA 28+00 | 27. | WASHINGTON STREET PLAN AND PROFILE STA 130+00 TO STA 131+50 |
| 11. | WORMAN STREET PLAN AND PROFILE STA 28+00 TO STA 34+50 | 28. | WASHINGTON STREET PLAN AND PROFILE STA 131+50 TO STA 148+00 |
| 12. | WORMAN STREET PLAN AND PROFILE STA 34+50 TO STA 37+00 | 29. | WORMAN STREET PLAN AND PROFILE STA 37+00 TO STA 45+50 |
| 13. | WORMAN STREET PLAN AND PROFILE STA 45+50 TO STA 50+00 | 30. | WORMAN STREET PLAN AND PROFILE STA 50+00 TO STA 57+00 |
| 14. | WORMAN STREET PLAN AND PROFILE STA 57+00 TO STA 60+00 | 31. | WORMAN STREET PLAN AND PROFILE STA 60+00 TO STA 64+00 |
| 15. | WORMAN STREET PLAN AND PROFILE STA 64+00 TO STA 67+00 | 32. | WORMAN STREET PLAN AND PROFILE STA 67+00 TO STA 70+00 |
| 16. | WORMAN STREET PLAN AND PROFILE STA 70+00 TO STA 75+00 | 33. | WORMAN STREET PLAN AND PROFILE STA 75+00 TO STA 80+00 |
| 17. | WORMAN STREET PLAN AND PROFILE STA 80+00 TO STA 84+00 | 34. | WORMAN STREET PLAN AND PROFILE STA 84+00 TO STA 89+00 |
| 18. | WORMAN STREET PLAN AND PROFILE STA 89+00 TO STA 94+00 | 35. | WORMAN STREET PLAN AND PROFILE STA 94+00 TO STA 103+50 |
| | | 36. | WORMAN STREET PLAN AND PROFILE STA 103+50 TO STA 108+00 |
| | | 37. | WORMAN STREET PLAN AND PROFILE STA 108+00 TO STA 112+50 |
| | | 38. | WORMAN STREET PLAN AND PROFILE STA 112+50 TO STA 118+00 |
| | | 39. | WORMAN STREET PLAN AND PROFILE STA 118+00 TO STA 123+00 |
| | | 40. | WASHINGTON STREET PLAN AND PROFILE STA 123+00 TO STA 128+00 |
| | | 41. | WASHINGTON STREET PLAN AND PROFILE STA 128+00 TO STA 130+00 |
| | | 42. | WASHINGTON STREET PLAN AND PROFILE STA 130+00 TO STA 131+50 |
| | | 43. | WASHINGTON STREET PLAN AND PROFILE STA 131+50 TO STA 148+00 |
| | | 44. | WASHINGTON STREET PLAN AND PROFILE STA 148+00 TO STA 158+50 |
| | | 45. | WASHINGTON STREET PLAN AND PROFILE STA 158+50 TO STA 168+00 |
| | | 46. | WASHINGTON STREET PLAN AND PROFILE STA 168+00 TO STA 171+75 |
| | | 47. | WASHINGTON STREET PLAN AND PROFILE STA 171+75 TO STA 175+00 |
| | | 48. | WASHINGTON STREET PLAN AND PROFILE STA 175+00 TO STA 180+00 |
| | | 49. | WASHINGTON STREET PLAN AND PROFILE STA 180+00 TO STA 184+00 |
| | | 50. | WASHINGTON STREET PLAN AND PROFILE STA 184+00 TO STA 188+00 |
| | | 51. | WASHINGTON STREET PLAN AND PROFILE STA 188+00 TO STA 191+00 |
| | | 52. | WASHINGTON STREET PLAN AND PROFILE STA 191+00 TO STA 194+00 |
| | | 53. | WASHINGTON STREET PLAN AND PROFILE STA 194+00 TO STA 197+00 |
| | | 54. | WASHINGTON STREET PLAN AND PROFILE STA 197+00 TO STA 200+00 |
| | | 55. | WASHINGTON STREET PLAN AND PROFILE STA 200+00 TO STA 203+00 |
| | | 56. | WASHINGTON STREET PLAN AND PROFILE STA 203+00 TO STA 206+00 |
| | | 57. | WASHINGTON STREET PLAN AND PROFILE STA 206+00 TO STA 209+00 |
| | | 58. | WASHINGTON STREET PLAN AND PROFILE STA 209+00 TO STA 212+00 |
| | | 59. | WASHINGTON STREET PLAN AND PROFILE STA 212+00 TO STA 215+00 |
| | | 60. | WASHINGTON STREET PLAN AND PROFILE STA 215+00 TO STA 218+00 |
| | | 61. | WASHINGTON STREET PLAN AND PROFILE STA 218+00 TO STA 221+00 |
| | | 62. | WASHINGTON STREET PLAN AND PROFILE STA 221+00 TO STA 224+00 |
| | | 63. | WASHINGTON STREET PLAN AND PROFILE STA 224+00 TO STA 227+00 |
| | | 64. | WASHINGTON STREET PLAN AND PROFILE STA 227+00 TO STA 230+00 |
| | | 65. | WASHINGTON STREET PLAN AND PROFILE STA 230+00 TO STA 233+00 |
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| | | 67. | WASHINGTON STREET PLAN AND PROFILE STA 236+00 TO STA 239+00 |
| | | 68. | WASHINGTON STREET PLAN AND PROFILE STA 239+00 TO STA 242+00 |
| | | 69. | WASHINGTON STREET PLAN AND PROFILE STA 242+00 TO STA 245+00 |
| | | 70. | WASHINGTON STREET PLAN AND PROFILE STA 245+00 TO STA 248+00 |
| | | 71. | WASHINGTON STREET PLAN AND PROFILE STA 248+00 TO STA 251+00 |
| | | 72. | WASHINGTON STREET PLAN AND PROFILE STA 251+00 TO STA 254+00 |
| | | 73. | WASHINGTON STREET PLAN AND PROFILE STA 254+00 TO STA 257+00 |
| | | 74. | WASHINGTON STREET PLAN AND PROFILE STA 257+00 TO STA 260+00 |
| | | 75. | WASHINGTON STREET PLAN AND PROFILE STA 260+00 TO STA 263+00 |
| | | 76. | WASHINGTON STREET PLAN AND PROFILE STA 263+00 TO STA 266+00 |
| | | 77. | WASHINGTON STREET PLAN AND PROFILE STA 266+00 TO STA 269+00 |
| | | 78. | WASHINGTON STREET PLAN AND PROFILE STA 269+00 TO STA 272+00 |
| | | 79. | WASHINGTON STREET PLAN AND PROFILE STA 272+00 TO STA 275+00 |
| | | 80. | WASHINGTON STREET PLAN AND PROFILE STA 275+00 TO STA 278+00 |
| | | 81. | WASHINGTON STREET PLAN AND PROFILE STA 278+00 TO STA 281+00 |
| | | 82. | WASHINGTON STREET PLAN AND PROFILE STA 281+00 TO STA 284+00 |
| | | 83. | WASHINGTON STREET PLAN AND PROFILE STA 284+00 TO STA 287+00 |
| | | 84. | WASHINGTON STREET PLAN AND PROFILE STA 287+00 TO STA 290+00 |
| | | 85. | WASHINGTON STREET PLAN AND PROFILE STA 290+00 TO STA 293+00 |
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I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED
UNDER MY DIRECT SUPERVISION.
DATED AT SUGAR GROVE, ILLINOIS,
THIS _____ DAY OF _____, 2024.

KYLE D. WELT, P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-084662
EXPIRATION DATE: 11/30/25

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REVISIONS



ARROW FLANGE BOLT ON HYDRANT AT THE NORTHWEST
CORNER OF WASHINGTON ST AND STATE ST.
ELEVATION = 649.36

WEST FLANGE BOLT ON HYDRANT AT NORTHWEST
CORNER OF HYDRAULIC AVE AND MORGAN ST.
ELEVATION = 593.88

NORTHEAST FLANGE BOLT ON HYDRANT AT NORTHEAST
CORNER OF HYDRAULIC ST AND ADAMS ST.
ELEVATION = 588.95

RISE HYDRANT ASSEMBLY INSTALLATION

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | HY-01 |
|------|---------|----|-------|-------|

WATER & SEWER SEPARATION REQUIREMENTS HORIZONTAL

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | TR-01 |
|------|---------|----|-------|-------|

WATER & SEWER SEPARATION REQUIREMENTS VERTICAL

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | TR-02 |
|------|---------|----|-------|-------|

TYPE 1 MANHOLE FRAME & COVER

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | ST-02 |
|------|---------|----|-------|-------|

TYPICAL THRUST BLOCK INSTALLATION

UNITED CITY OF YORKVILLE

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | MI-01 |
|------|---------|----|-------|-------|

Engineering Enterprises, Inc.
CONSULTING ENGINEERS

23. Weaver Road
Suite 200, Bloomington, IL 61820
618.996.8700 / www.ee-wb.com

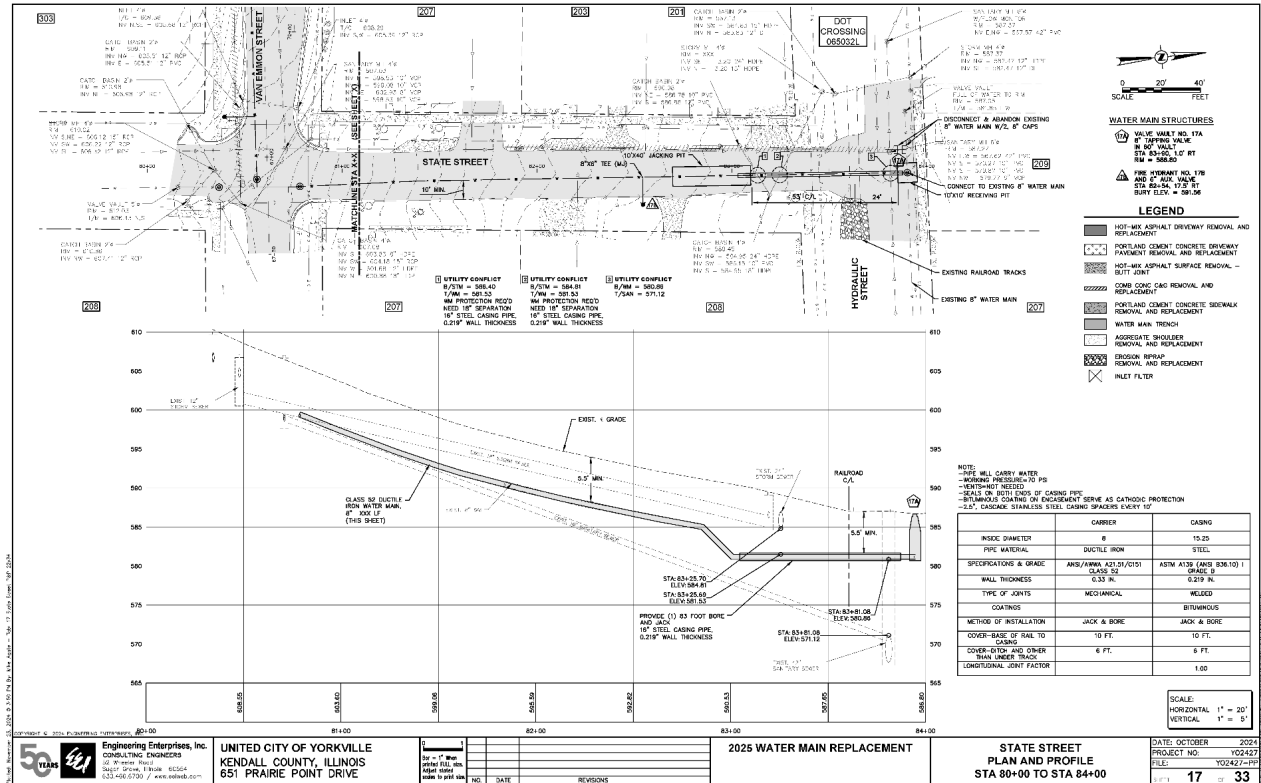
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
651 PRAIRIE POINT DRIVE

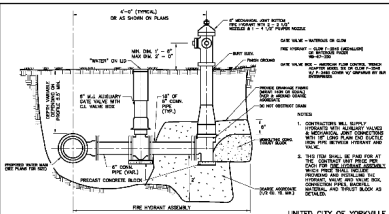
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| NO. | DATE | REVISIONS |
| 1 | | |

2025 WATER MAIN REPLACEMENT

TYPICAL DETAILS

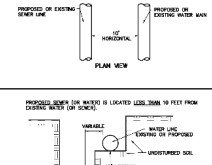
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| DATE: OCTOBER 2024 |
| PROJECT NO: Y02427 |
| FILE: Y02427-C&M |
| 31 33 |





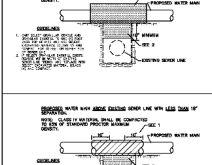
UNITED CITY OF YORKVILLE
RISER HYDRANT ASSEMBLY INSTALLATION

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | HY-01 |
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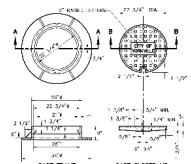
UNITED CITY OF YORKVILLE
WATER & SEWER SEPARATION REQUIREMENTS HORIZONTAL

| | | | | |
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| DATE | 3/28/21 | BY | YO-WA | TR-01 |
|------|---------|----|-------|-------|



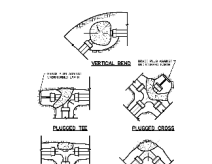
UNITED CITY OF YORKVILLE
WATER & SEWER SEPARATION REQUIREMENTS VERTICAL

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | TR-02 |
|------|---------|----|-------|-------|




UNITED CITY OF YORKVILLE
TYPE 1 MANHOLE FRAME & COVER

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | ST-02 |
|------|---------|----|-------|-------|



UNITED CITY OF YORKVILLE
TYPICAL THRUST BLOCK INSTALLATION

| | | | | |
|------|---------|----|-------|-------|
| DATE | 3/28/21 | BY | YO-WA | MI-01 |
|------|---------|----|-------|-------|



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
23. Weaver Road
Spartanburg, SC 29304
(803) 535-8700 / www.ee-wb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
651 PRAIRIE POINT DRIVE

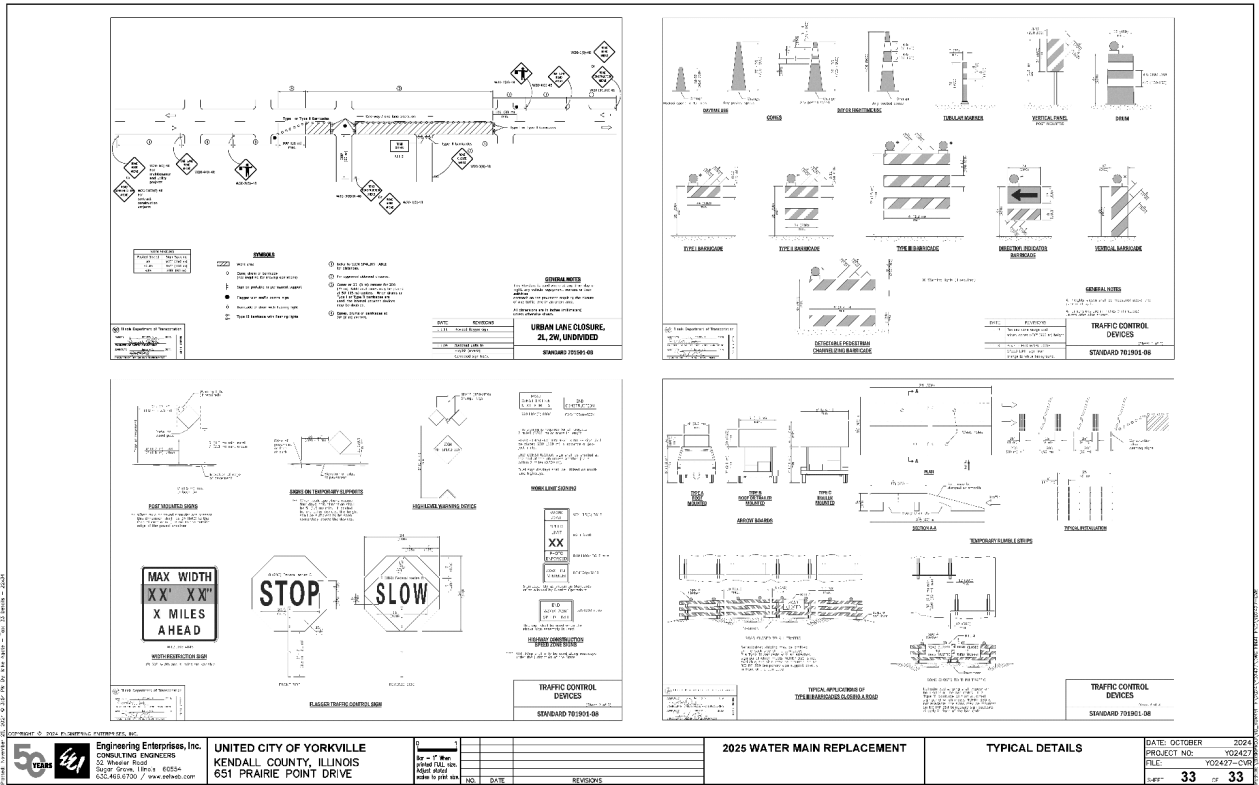
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2025 WATER MAIN REPLACEMENT

TYPICAL DETAILS

| |
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| DATE: OCTOBER 2024 |
| PROJECT NO: Y02427 |
| FILE: Y02427-CW1 |
| 31 33 |

Agreement No. 410369





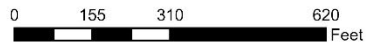
THE ILLINOIS RAILWAY, LLC



Legend

- ◆ MILE POST
- IR TRACK
- - - INDUSTRY OWNED
- IR TRackage RIGHTS
- PIPELINE CROSSING
- IR ROW

GRID COORDINATES
Longitude: -88.44836
Latitude: 41.64232
Yorkville • Kendall Co • IL



PIPE LINE CROSSING LICENSE NUMBER 410369

| | |
|----------------|-----------------------------|
| Customer: | UNITED CITY OF YORKVILLE |
| Checked By: CJ | Drawn By: LBT |
| Date: 1/3/2025 | Exhibit: B |

EXHIBIT B

PIPE LINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Illinois Railway, LLC ("Licensor") and City of Yorkville ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated per the terms outlined in Section 9 and 10 of this License, shall remain in effect regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a fresh water Pipe Line, as more particularly described in Licensee's application, marked Exhibit "A", attached to this License and made a part of it by this reference, situated on, across, along or over Licensor's property at or near the City of Yorkville, County of Kendall, and State of Illinois (the "Premises"). The term Pipe Line shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor's property, in so far as they relate to said Pipe Line. The location of the Pipe Line is more particularly described on the drawing marked Exhibit "B", attached to this License and made a part of it by this reference, but generally described as follows:

A 9.05" (inch) carrier inside 16" (inch) casing diameter, fresh water Pipe Line crossing
Licensor's property, located at or near Mile Post No. 49.76, as shown on Exhibit "B".

3. LICENSE FEE:

- A. Licensee shall pay to Licensor as one time License Fee the sum of three thousand seven hundred dollars (USD \$3,700.00), payable in advance on or prior to the Effective Date of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable, which may occur as a result of the payment of the above license or other fees payable under this License.

4. SPECIFICATIONS:

- A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or

created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

- B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.
- C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).
- D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way. The Right of Entry Permit fee shall be waived for emergency repair and routine maintenance on the pipeline.
- E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.
- F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.
- G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

5. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

6. RISK, LIABILITY, INDEMNITY:

- A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.
- B.
 - a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.**
 - b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**
 - c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.**
 - d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR**

INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
- i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).
 - ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
 - iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
 - iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.
- The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.
- B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, upon ninety (90) days written notice to Licensee and an opportunity to cure with such cure being completed within such ninety (90) day period or if such cure cannot be completed within ninety (90) days, in such time as necessary so long as Licensee is diligently pursuing such cure and in no event longer than one hundred eighty (180) days, Licensor shall have the right to terminate this License.

In addition to the foregoing, Licensor shall have the right to terminate this License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than ninety (90) days prior to each anniversary of the effective date thereof, upon the occurrence of any of the following events:

- a. If Licensee shall permanently discontinue the use of operations of the Pipe Line; or
- b. If Licenser shall be required by any change in applicable Federal law after the Effective Date to remove, relocate, reconstruct, or discontinue operation of Licenser's railroad and any such removal, relocation, reconstruction, or discontinuance of operation of Licenser's railroad cannot be accomplished without removal of the Pipeline; or
- c. If Licenser determines and substantiates to Licensee that the Pipe Line endangers or threatens Licenser's employees or the safe operation or maintenance of the railroad.

11. RESTORATION:

Upon termination of this License, in accordance with the provisions of Section 10 of this License, Licensee shall promptly remove the Pipe Line from Licenser's property, and restore the property to its prior condition, or a condition satisfactory to Licenser. If Licensee fails to remove the Pipe Line within ninety days (90) after termination of this License, Licenser may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licenser shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licenser:

ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:

ATTN: General Counsel
252 Clayton Street, 4th Floor
Denver, Colorado 80206

If to Licensee:

ATTN: City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Phone: (630) 770-9915

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.
- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state courts of the State of Illinois for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

- M. Licensors remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensors shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.
- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

| | |
|---------------------------------|-----------------------------|
| Licensor: Illinois Railway, LLC | Licensee: City of Yorkville |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Exhibit A



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

☐

Check the box if this is a **RUSH** application. Add \$1,500 USD (\$1,903 CAD) in addition to the application fee listed below.

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **\$6,000 USD (\$7,611 CAD)**.

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206**

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,903 CAD)**, a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: **AMN**



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: Engineering Enterprises Inc.
2. Agreement to be in the name of (if different from above): United City of Yorkville
3. Type of Entity (please mark one): Corporation ☐ LLC ☐ Individual ☒ Municipality ☐
Partnership ☐ General ☐ Limited ☐ Other ☐
4. If applicable, state/province of incorporation or organization: The United City of Yorkville
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 651 Prairie Pointe Dr, Yorkville, IL 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Adam Noon Title: Project Engineer
9. Phone No.: (630) 770-9915 Fax No.: (630) 466-6701
10. Email: anoon@eeiweb.com
11. Email Address Where Notices Can be Sent to: anoon@eeiweb.com
12. **Billing Contact Name, Phone Number, and Address Required:**
Adam Noon 630-770-9915
52 Wheeler Rd, Sugar Grove, IL 60554
13. Railroad Name: Illinois Railway
Nearest Milepost: IR:50 DOT No.: 065030K
Track Station (from): _____ Track Station (to): _____
Property Address REQUIRED:
110 W. Hydraulic Ave, Yorkville, IL 60560
Section: 32 Township: 37 Range: 7
City: Yorkville County: Kendall State: IL
Geographical Coordinates Required
Latitude: 41.642309 Longitude: -88.447665
Located on the (N/S/E/W) W side of (landmark, intersection)
W. Hydraulic Ave. and Rt. 47

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

See attached variance letter.

- Temporary track support or rewinding required? () Yes (✓) No If yes, please describe: _____



APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-4588, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? () Yes (✓) No If yes, please describe _____
- Product to be conveyed: Water
- Flammable? () Yes (✓) No Temp _____
- Max. Working Pressure: 70 PSI. Field Test Pressure: 150 PSI.
Type test: 2 Hour 150psi Pressure Test as described in Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois
- Location of shut-off valve: 125 W. Hydraulic Ave and 116 W. Hydraulic Ave.
- **PIPE SPECIFICATIONS:** ANSI/AWWA A21.51/C151, ANSI/AWWA A21.4/C104

| | CARRIER PIPE | CASING PIPE |
|-----------------------------------|---------------------------------------|---|
| Material | <u>Ductile Iron</u> | <u>Steel</u> |
| Material Specifications and Grade | <u>ANSI/AWWA A21.51/C151 Class 52</u> | <u>ASTM A139 (ANSI B36.10); Grade B</u> |
| Min. Yield Strength of Mat. PSI | <u>42,000</u> | <u>35,000</u> |
| Mill Test Pressure PSI | <u>500</u> | <u>2,800</u> |
| Inside Diameter | <u>8 in.</u> | <u>15.25 in.</u> |
| Wall Thickness | <u>0.33 in.</u> | <u>0.219 in.</u> |
| Outside Diameter | <u>9.05 in.</u> | <u>16 in.</u> |
| Type of Seam | _____ | _____ |
| Laying Lengths | <u>20 ft.</u> | <u>20 ft.</u> |
| Kind of Joints | <u>Mechanical</u> | <u>Welded</u> |
| Total Length within RR R/O/W | <u>66 ft.</u> | <u>66 ft.</u> |

VENTS: # 0 Size _____ Ht. above ground _____

SEALS: Both ends X One end _____ BURY: Base of rail to top of casing 5.5 ft. 0 in.

BURY (Not beneath tracks): 5.5 ft. 0 in. BURY (Roadway pipe): 5.5 ft. 0 in.

CATHODIC PROTECTION: (✓) Yes () No

PROTECTIVE COATING: (✓) Yes () No Kind: Bituminous

Type, size, and spacing of insulators or supports: 2.5", Cascade Stainless Steel Casing Spacers, Every 10'

- Method of Installation: Dry Jacking and Boring



**APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT
UNDER/OVER PROPERTIES AND TRACKS**

Telephone (303) 398-4588, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 11/26/24

Signature: *Adam Noon*
Signer ID: GWIZESBY13

Name Printed: Adam Noon

Title: Project Engineer

Phone No.: 630-770-9915

Fax No: 630-466-6701

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

**IMPROVEMENT PLANS
FOR
TER MAIN REPL**
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS
RAILROAD PERMIT SUBMITTAL: OCTOBER 2024
BID ISSUE: XXXXX 2024
CONSTRUCTION ISSUE: XXXXX 2024

| | |
|--------------------|--------------------------|
| JOHN PURCELL | MAYOR |
| JORI BEHLAND | CITY CLERK |
| BART OLSON | CITY ADMINISTRATOR |
| ERIC DHUSE | DIRECTOR OF PUBLIC WORKS |
| CHRIS FUNKHOUSER | ALDERMAN |
| KEN KOCH | ALDERMAN |
| MATT MAREK | ALDERMAN |
| RUSTY CORNELIS | ALDERMAN |
| ARDEN JOE PLOCHER | ALDERMAN |
| CRAIG SOLING | ALDERMAN |
| SEAVAR TARULIS | ALDERMAN |
| DANIEL V. TRANSIER | ALDERMAN |



UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60580
630-553-4350

50 YEARS 

**Engineering Enterprises,
Consulting Engineers**
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.8700 / www.eeiweb.com
PROFESSIONAL DESIGN FIRM # 184-00

| | | | |
|-----|--|--------|--|
| 2. | COVER SHEET | 16. | SOUTH MAIN STREET PLAN AND PROFILE STA 94+50 TO STA 99+00 |
| 3. | GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS DRAINAGE DITCHES AND LIGHTING | 17. | SOUTH MAIN STREET PLAN AND PROFILE STA 99+00 TO STA 103+50 |
| 4. | OVERALL PLAN | 18. | SOUTH MAIN STREET PLAN AND PROFILE STA 103+50 TO STA 108+00 |
| 5. | OVERALL PROFILE | 19. | SOUTH MAIN STREET PLAN AND PROFILE STA 108+00 TO STA 113+50 |
| 6. | MORGAN STREET PLAN AND PROFILE STA 14+50 TO STA 14+50 | 20. | SOUTH MAIN STREET PLAN AND PROFILE STA 113+50 TO STA 118+00 |
| 7. | MORGAN STREET PLAN AND PROFILE STA 14+50 TO STA 14+50 | 21. | WABASH STREET PLAN AND PROFILE STA 125+00 TO STA 125+00 |
| 8. | MORGAN STREET PLAN AND PROFILE STA 19+00 TO STA 23+50 | 22. | WASHINGTON STREET PLAN AND PROFILE STA 125+00 TO STA 125+00 |
| 9. | MORGAN STREET PLAN AND PROFILE STA 30+00 TO STA 30+00 | 23. | WASHINGTON STREET PLAN AND PROFILE STA 125+00 TO STA 125+00 |
| 10. | MORGAN STREET PLAN AND PROFILE STA 34+50 TO STA 34+50 | 24. | WASHINGTON STREET PLAN AND PROFILE STA 125+00 TO STA 125+00 |
| 11. | MADISON STREET PLAN AND PROFILE STA 39+00 TO STA 40+00 | 25. | WEST ALEY STREET PLAN AND PROFILE STA 167+00 TO STA 168+00 |
| 12. | MADISON COURT PLAN AND PROFILE STA 40+00 TO STA 40+00 | 26. | OTTIE'S PLAN AND PROFILE STA 188+00 TO STA 188+50 |
| 13. | MADISON COURT PLAN AND PROFILE STA 40+00 TO STA 40+00 | 27. | OTTIE'S PLAN AND PROFILE STA 188+50 TO STA 171+00 |
| 14. | WABASH STREET PLAN AND PROFILE STA 60+00 TO STA 61+00 | 31-33. | TYPICAL DETAILS |
| 15. | WABASH STREET PLAN AND PROFILE STA 64+00 TO STA 67+00 | | |
| 16. | ADAMS STREET PLAN AND PROFILE STA 72+00 TO STA 75+00 | | |
| 17. | STATE STREET PLAN AND PROFILE STA 80+00 TO STA 94+00 | | |
| 18. | SOUTH MAIN STREET PLAN AND PROFILE STA 94+50 TO STA 99+00 | | |

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED
UNDER MY DIRECT SUPERVISION.
DATED AT SUGAR GROVE, ILLINOIS,
THIS _____ DAY OF _____, 2024.

KYLE D. WELTE, P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 052-08
EXPIRATION DATE: 11/30/25

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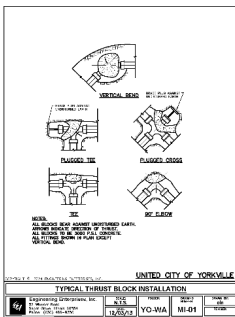
REVISIONS

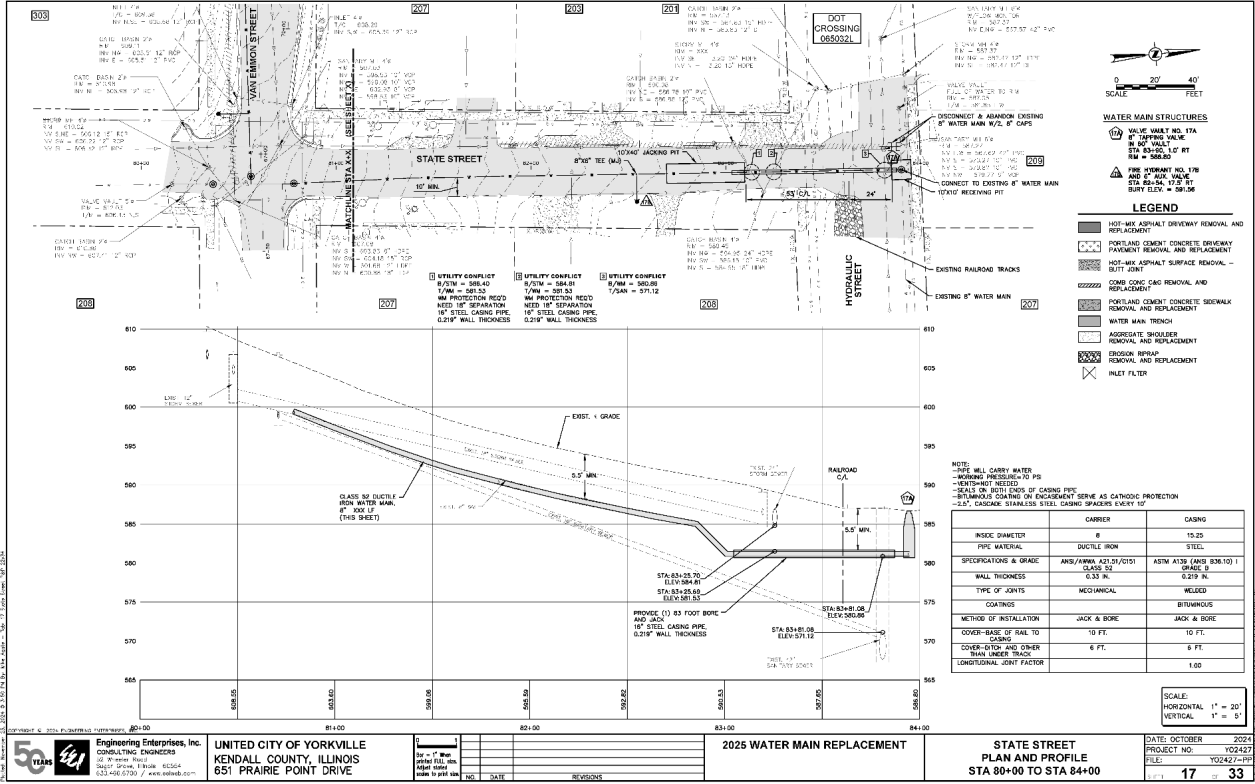


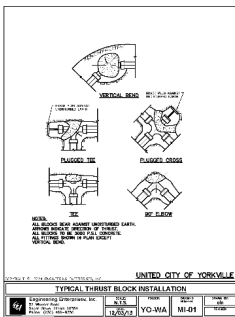
ARROW FLANGE BOLT ON HYDRANT AT THE NORTHWEST
CORNER OF WASHINGTON ST AND STATE ST.
ELEVATION = 649.36

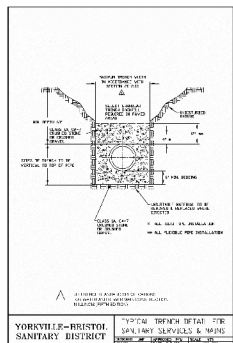
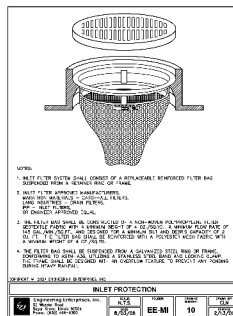
WEST FLANGE BOLT ON HYDRANT AT NORTHWEST
CORNER OF HYDRAULIC AVE AND MORGAN ST.
ELEVATION = 593.88

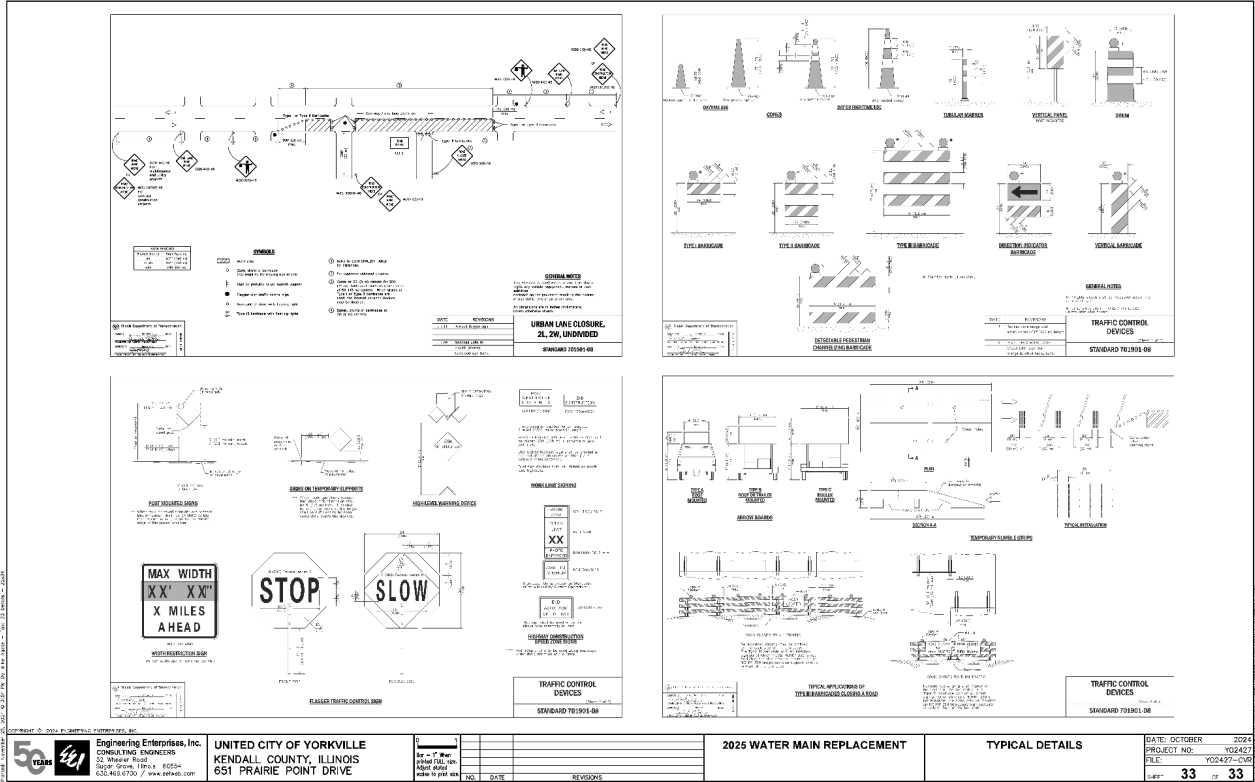
NORTHEAST FLANGE BOLT ON HYDRANT AT NORTHEAST
CORNER OF HYDRAULIC ST AND ADAMS ST.
ELEVATION = 588.95













THE ILLINOIS RAILWAY, LLC



Legend

- ◆ MILE POST
- IR TRACK
- - - INDUSTRY OWNED
- IR TRACKAGE RIGHTS
- PIPELINE CROSSING
- IR ROW

GRID COORDINATES
Longitude: -88.44767
Latitude: 41.64229
Yorkville • Kendall Co • IL

0 155 310 620 Feet

**PIPE LINE CROSSING
LICENSE NUMBER 410370**

| | |
|-----------------------|-----------------------------|
| Customer: | UNITED CITY OF YORKVILLE |
| Checked By: CJ | Drawn By: LBT |
| Date: 1/3/2025 | Exhibit: B |

Document Path: S:\LANDRAIL, LLC\Mapping Project\GIS\IR\IR Exhibits\IR Exhibits.aprx

EXHIBIT B



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

Agenda Item Number

New Business #4

Tracking Number

PW 2025-68

Agenda Item Summary Memo

Title: Sewer Cleaning Truck Purchase

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: Proposed trade-in of current unit and purchase of new unit. This purchase was
approved in the FY26 Budget.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: July 1, 2025
Subject: Purchase of Sewer Vac Truck

Summary

Staff is proposing the purchase of a new sewer cleaning truck. This purchase is budgeted in the approved FY26 budget in the amount of \$650,000.

Background

The City last purchased a sewer cleaning truck in 2015. 10 years later, it is time for a replacement. The PW department utilizes this truck in the sewer, water, and street department.

As the name implies, our sewer cleaning truck cleans miles of sanitary sewer each year to make sure our mains are working properly and there are no obstructions that can cause backups. This truck also cleans our lift station wet wells and manholes as well.

In the street department, this truck performs the crucial operation of cleaning catch basins and inlets on our storm sewer system each spring and as needed. This is a requirement of our NPDES MS-4 permit. This permit is our general storm water permit that guides us in operating a public storm sewer system. This truck also performs hydro-excavations for light poles and around utilities when performing excavations.

The water department utilizes the truck to assist with water main breaks, general excavation, and hydro-excavating valves and b-boxes when they need repair. This truck saves us time, energy, and money all while making the job safer as well.

Our last truck like this even assisted with a grain bin extrication. It was used like a giant vacuum cleaner to remove grain from around an individual that had become stuck. After having this type of truck for 20 years, it has become an invaluable asset. This truck is vital to all our public works departments and one of our most useful tools.

Unfortunately, these trucks come with a very large price tag. We looked at 3 different brands of trucks, with the average cost being ~\$614,000. Every brand has their own technology and features, but for the most part, the trucks are a giant vacuum for cleaning debris, and a hose reel on the front that can clean 600'-1000' of pipe at a time.

After demonstrating all 3 in the field, we asked the employees that use the truck the most to give us their feedback.

The majority of the employees liked the Vactor brand truck from Standard Equipment. This truck is built right here in Illinois in LaSalle-Peru and serviced in Elmhurst.

Below is a list of the top features that come standard, or that we have specified on this truck with a brief explanation of what they can do for us and why we specified them.

1. RDB (rapid deployment boom) that allows the operator to extend the suction boom out 10' and extends the debris hose out 15' which eliminates the need to put tube extensions on the truck. When we are performing the annual storm sewer catch basin cleaning, this will save us a lot of time and work since we won't have to take the tubes on and off each time, we move more than a few feet.
2. H.A.L.O. (Hands-free accessory lighting option) this is a battery-operated light on a reel that drops into the manhole or wet well, to light it up while we are working in it. Most of the time, you have someone holding a spotlight and shining it in the manhole to light it up. This person is stuck doing that job and can't really move to help with anything else. This accessory will serve as that person and allow us to perform much more efficiently. This accessory is also explosionproof and waterproof which are mandatory in this environment. **This accessory is an additional \$3720**
3. Sludge pump offload system – this will allow us to empty the debris tank while still operating the hydro-excavator. When the crew is repairing a water main break, cleaning storm sewers, or hydro-excavating a large job, we can pump the water out to the storm sewer without stopping operations. Again, this is a tremendous time saver. The crew won't have to break down the truck, leave the site to dump at the Tower Lane site or at YBSD, then return to the site and set up again. **This accessory is an additional \$17,298**

This truck is a very expensive purchase and taken is very seriously. We know that this truck must work for us for 10 solid years, and maybe longer. This truck must be reliable, durable, serviceable, user friendly, and our vendor must be able to provide parts, service, and support throughout this time. We feel that the Vactor Unit and Standard Equipment can do this for us.

The cost of this unit is as follows:

| | |
|---|---------------------|
| Base Cost Model 2100i w/Western Star Chassis | \$634,033.67 |
| H.A.L.O. Hands Free Accessory Lighting Option | \$3,720 |
| Sludge Pump Offload System | \$17,298 |
| Total Cost of Unit with Accessories | \$655,051.67 |
| <u>Trade in of 2014 Vac Con Combination Machine</u> | <u>\$95,000</u> |
| Net Cost to City of Yorkville | \$560,061.67 |

In the approved budget, we have \$650,000 for the cost of the unit and \$125,000 for our trade in. this makes the net cost \$525,000 which creates an overage of \$35,061. To make up for that, staff is proposing to use the savings from the Blackberry North generator that was approved in May.

We originally budgeted \$153,000 for the replacement and the price came in at \$74,000 leaving us a positive balance of \$79,000.

The difference in trade in price and the budgeted amount is due to the fact that all the vendors feel that they would have to replace the tank on the truck because it is becoming too thin and may rupture. They do not feel comfortable reselling the unit as is. The estimated cost of the replacement is about \$75,000.

I have attached the other vendor's quotes along with a breakdown of each quote below.

EJ Equipment Vac Con unit. This is the brand of truck we currently own and operate. We have had less than good luck with this truck, the repairs of been very frequent and expensive and the time for service has been lengthy. This truck also has a twin engine with fan setup, which seems to be the older technology, whereas the other trucks we demonstrated had single engines with hydraulic pumps. This truck did not offer rapid deployment boom either, we feel that feature is a key component for our operations.

The cost of this unit is as follows:

| | |
|---|------------------|
| Vac Con CV312HE/1300 Combination sewer cleaner | \$608,761 |
| <u>Trade in of 2014 Vac Con Combination Machine</u> | <u>\$125,000</u> |
| Net Cost to City of Yorkville | \$483,761 |

This truck is not available with the rapid deployment boom, the sludge pump system, or the HALO lighting. This is also the 2-engine unit and the brand we currently own and have not been very satisfied with the truck. This truck was also quoted with a Freightliner chassis instead of a Western Star which is approximately a \$25,000 increase. Lastly, the vendor can offer more on trade in since they can replace the tank on the truck for less cost than the other vendors.

The last vendor was Brown Equipment Company. They quoted us a Sewer Equipment of America unit. We had not seen this brand of truck before, even though the company has been around for a long time. This unit had some really nice features, especially with the boom. This unit was more what we are looking for, but they do not offer the rapid deployment boom. We feel this is a key feature that we will utilize to save time and improve safety. This is our second choice of truck, out of the 3 that were tested.

| | |
|---|------------------|
| Sewer Equipment of America Model 900 | \$599,000 |
| In stock unit discount | \$33,000 |
| <u>Trade in of 2014 Vac Con Combination Machine</u> | <u>\$90,000</u> |
| Net Cost to City of Yorkville | \$476,000 |

This truck does include a pump system but does not include the rapid deployment boom or the HALO lighting. This is a demo quote, so there are hours on the machine and miles on the chassis, hence the discounted price.

All of the quotes were Sourcewell contracts.

Recommendation

Staff recommends the purchase of the Vactor 2100i from Standard Equipment with the specified accessories and a Western Star chassis in the amount of in the amount of \$655,051.67 and the trade in of the 2014 Vac Con unit with a credit of \$95,000, for a total cost to the city \$560,061.67.

STANDARD EQUIPMENT

Subsidiary of Federal Signal Corporation

625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sale@standardequipment.com



Date:

4 - 22 - 2025

Offered By:

Nate Berk
Sales Representative
(312) 208-6383

Equipment Provided for:

The City of Yorkville
100 W. Woodstock St.
Crystal Lake, IL 60014

Equipment Quote



Sample Photo

Standard Equipment is pleased to present The City of Yorkville with the following quotation for a New Vactor 2100i Fan Sewer Cleaner on a Western Star 47X Chassis.





Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As a pioneer and an innovator, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Vactor 2100i

It employs advanced technology that not only enhances the performance of the equipment but the individuals who operate it. Less fatigue. More comfort. Push button operation. Greater precision. Superior power and performance. Controls that truly put the operator in control. All of this in a system designed to be the ultimate in ruggedness, reliability, simplicity, and value.

- **IntuiTouch® one-touch in-cab controls** for PTO/Transfer Case activation at the touch of a button
- **IntuiTouch control panel** that combines all cleaning system functions into one, articulating control panel
- **RDB 1015™ Rapid Deployment Boom** that telescopes out 10' and extends the debris hose down 15' eliminating the need for additional tubes
- **Patent pending H.A.L.O.™** (Hands-Free Accessory Light Option) brings a new level of safety and efficiency to every jobsite
- Low maintenance **Jet Rodder® Water Pump** provides smooth continuous flows and optional “jackhammer” action
- Multi-Flow system offers operation at lower RPM for better fuel economy without sacrificing performance, less component wear and greater product life
- Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Quieter engine design, high ground clearance, lower water fill point and other features to improve the operator experience
- Choose from over 100 precision-engineered enhancements to fully customize your 2100i

Equipment Description

2100i with Single Engine Dual Stage Fan, 12 Yard Debris Body

Equipment Features

- Under Engine Toolbox
- Aluminum Fenders
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts with Rack
- Suction Tube Storage
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door with Hydraulic Locks
- Dual Stainless-Steel Float Shut Off System
- Fixed Rear Door Pipe Rack -7" Pipe
- Subframe Mounted -2 Pipe Rack -7"
- Lube Manifold, with Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body-Up Message and Alarm
- Low Water Indicator on Screen with Alarm and Water Pump Flow Indicator
- 3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- Rodder System Accumulator - Jack Hammer on/off Control with manual valve
- 3" Y -Strainer at the Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling Package
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hydraulic Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity

Equipment Features Continued

- Tachometer/Chassis Engine with Hourmeter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Circuit Breakers
- LED Lights- Clearance- Back-up- Stop- Tail & Turn
- Tow Hooks- Front and Rear
- Electronic Back-Up Alarm
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint- DuPont Imron Elite - Wet on Wet
- Vactor 2100i Body Decal- Standard
- Debris Body Flushout
- Rear Door Valve Flushout
- 6" Rear Door Knife Valve with Camloc - 3:00 position
- 6" Rear Door Knife Valve with Camloc with Port -6:00 position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack - Streetside -7" Pipe
- Folding Pipe Rack - Curbside -7" Pipe
- Air Purge
- Additional Water- 1500-Gallon Total
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
- Rotatable Boom Inlet Hose
- 180 deg. 10' x 15' Rapid Deployment Boom
- Heavy Duty RDB Hose
- 60 GPM/2500 PSI Jet Rodder pump
- Cold Weather Recirculator- PTO Driven- 25 GPM
- Handgun Couplers- Front and Rear
- Hose Reel- Freespool
- Hydro Excavation Kit - Includes Lances with Shield Nozzles- Storage Tray- and Vacuum Tube
- Fan Flushout System
- Cyclone Washout System
- RDB Washout Coupling
- Vactor Standard Manual with Cloud Parts
- 600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Hose Wind Guide (Dual Roller)- Auto- Power Indexing
- Front Hose Reel Tool Storage
- Rear Directional Control- LED Arrowstick
- 14 Light Package- 14 Federal Signal Strobe Lights- LED
- Amber Lights for Flashing Light Package

Equipment Features Continued

- LED Mid-Ship Turn Signals
- Worklights (2), Self-Leveling Boom LED
- Worklights (2)- LED- Rear Door
- Worklight- LED- Operators Station
- Worklight- LED- Hose Reel Manhole
- Worklight- LED- Passenger Side
- Worklight- LED- Driver Side
- Camera System- Front- Rear and Both Sides
- Sludge pump off-load hydraulic supply/return lines only
- Safety Cone Storage Rack - Post Style
- Toolbox- Front Bumper Mounted- 16 x 12 x 18 with (2) LED Side Markers
- Toolbox- Behind Cab - 16w 30h x 96d
- Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
- Toolbox- Driver Side Subframe- 60w x 20h x 12d
- Vactor Logos – Applied

Chassis Information:

- Chassis Year – 2025
- Chassis Make – Western Star
- Chassis Model – 47X
- Chassis GVWR – 66,000 lbs.
- Chassis Powertrain – 370 HP, Automatic Transmission, Tandem Axle 6x4

Additional Options

- | | |
|---|--------------|
| ○ H.A.L.O. (Handsfree Accessory Light Option) | +\$3,720.00 |
| ○ Sludge Pump Offload System - 4" Rear Door | +\$17,289.00 |

*Additional Options are **NOT** included in the total quoted price.

Trade-In Information

Chassis

- 2014
- Peterbilt
- Paccar
- VIN: 2NP3LJ0X8FM266717
- Miles: 20,761
- Hours: 3,882

Body

- 2014
- Vac-Con
- Dual Engine Combination Machine
- S/N: V312LHAE-0

*Miles and hours are based on when the unit was inspected on 3/25/2025

Price Quote



Standard Equipment and Vactor are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows government agencies to control the cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

| Item Description | Delivered Cost |
|---|----------------|
| New Vactor 2100i Sewer Cleaner 2025 Western Star 47X Chassis | \$634,033.67 |

Sourcewell contract 101221-VTR

Unit Purchase Price

1. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.
2. Below is the trade value assigned to the equipment shown on page 7 of this quote. For the value shown, Standard Equipment expects to take possession of the machine to be handed over at the time of trade in the same condition, (normal wear and tear notwithstanding), as on the evaluation date of March 25th, 2025.
3. Standard Equipment must review trade-in equipment 30 days prior to delivery and requests that the machine is/has:
 - a. Made available for inspection.
 - b. DOT compliant - Recent D.O.T. is/has been performed within 30 days.
 - c. No active check engine/transmission warning lights illuminated.
 - d. Proof of available Title i.e., photocopy of front and back.
4. Standard Equipment has the right to reject the trade-in if terms 2 and 3 are not met.
5. Price does not include state or local taxes.
6. Price includes title and plating fees.
7. FOB Standard Equipment Elmhurst, Illinois 60126.
8. Quote is valid for 7 days from 4/22/2025.
9. Payment is due at the time of purchase.

| | |
|----------------------------|---------------------|
| Unit Total Price: | \$634,033.67 |
| Unit Quantity: | -\$95,000.00 |
| Total Quoted Price: | \$539,033.67 |

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

The City of Yorkville

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 4/22/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Elmhurst IL. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchase shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Elmhurst IL.
2. RISK OF LOSS. After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
3. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. b) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
4. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
5. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
6. DEFAULT. If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
7. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against the Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
8. LIABILITY AND INDEMNIFICATION. JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
9. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice JJE's right to enforce it thereafter.
10. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
11. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
12. INTEREST. Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
13. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
14. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
15. FURTHER ASSURANCES. This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.



Vac-Con Combination Sewer Cleaner PRO Reel Mounted on Freightliner 114SD 6x4 Chassis

Main Information

| | |
|-----------------|--|
| Model | 312HE/1300 |
| Vacuum System | 3-Stage Centrifugal Fan, Hydrostatic Drive |
| Boom | 10' Aluminum Telescoping Boom |
| Hose Reel | PRO Reel (Precision Reel Operation) Articulating to driver's and curb side (800 x 1" Capacity) |
| Jet Rodder Hose | 600' x 3/4" Jet Rodder Hose |
| Water System | 60 GPM @ 3000 PSI , GIANT, GM 6.0 GAS 172 HP |

Standard Equipment:

Vacuum Drive: Hydrostatic via transfer case
1/4" Corten Steel Debris Tank
Full opening rear door
Hydraulic rear door locks, with door grabber with safety latch
5" Butterfly valve with 10' lay flat hose
Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
Cross-linked polyethylene water tank
Automatic Vacuum Breaker and overfill protection
8" vacuum intake hose
Hose guide (Tiger Tail)
20 GPM @ 750 PSI wash down handgun with 25' of hose and nozzle
1) each sanitary and penetrator nozzle
20.5' aluminum intake pipe (1-3', 1-5', 1-6', and 1-6.5' nozzle)
12-month standard warranty

Debris Body Options

Qty Description

- 1 6" Knife Valve with Center Post and Handle
- 1 A Flat Style Rear Door
- 1 Built in Body Prop - Support Frame Mounted
- 1 Debris Body "Power Flush" System, 8 jets
- 1 Rear splash guard - tank mounted
- 1 Screen assembly over drain in debris tank

Water System Options

Qty Description

- 1 1/4 turn ball valve tank drain
- 1 Air Purge Winterization System
- 1 Power Guide "Reel Power" level wind guide
- 1 Hydroexcavation Package Includes: 50-foot hose reel with, 1/2" lance with single forward spray nozzle, Storage tubes, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Spray Gun, High Pressure, Variable Spray ENZ

- 1 Pre-Tank Water Filter (In-line)
- 1 Water Pump Remote Oil Drain
- 1 Winter Recirculating connection for high pressure circuit.
- 1 Winter Recirculating System for Rodder Hose

Misc Machine Options

Qty Description

- 1 Automatic Lube Kit for Centrifugal Compressor
- 1 Auxiliary Engine Remote Oil Drain
- 1 Cone Rack, Hinged Style/Deck
- 1 Long Handle Storage Placement - Mounted in Storage Box Under Shelf
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)
- 1 Remote Debris Tank Grease Assembly (Ground Level)
- 1 Transfer Case Vacuum Drive
- 1 Behind Cab Boom Support frame mounted
- 1 Aux Engine Driven Hydraulics

Lighting & Electrical Options

Qty Description

- 2 Mirror Mounted LED Strobe Light with Limb Guard - Whelen L31HAF
- 1 LED 6 Strobes - (2) front bumper / (2) mid-ship / (2) rear bumper - Whelen TLIF Amber/White
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen
- 1 LED Flood Light - Level Wind Guide - Whelen
- 1 LED Midbody Flood Lights with guards - Whelen (Driverside and Curbside)
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body
- 2 Traffic Safety Camera with Color Monitor – Rear and front PRO Reel
- 1 Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, water tank level indicator and pressure compensated hydraulics

Nozzles & Leader Hose

Qty Description

- 1 3/4" x 15' Length Leader Hose
- 1 3/4" Nozzle rack
- 1 HD Ripsaw with coupler

Toolboxes & Pipe Storage Racks

Qty Description

- 1 Aluminum Storage Box 16" X 42" X 96", Behind Cab
- 2 Aluminum Toolbox, 30"W x 20"H x 20"D, Rear mounted
- 1 Aluminum Toolbox, 24"W x 35"H x 18"D, Side mounted
- 1 Lazy Susan Pipe Rack (Holds 5 Pipes)

Vacuum Tubing

Qty Description

- 1 5' x 8" Aluminum Pipe, extra
- 1 8" Quick Clamp, spare

Paint

Qty Description

- 1 Paint: TBA

Truck Chassis Information

Freightliner 114SD Plus 6x4 66000GVWR ISL370 3000RDS



EJ
EQUIPMENT
Sales • Service • Parts

| | | | |
|---------------|--------------|--------------------------|------|
| Branch | | | |
| 01 - CENTRAL | | | |
| Date | Time | | Page |
| 02/19/2025 | 14:33:05 (O) | | 1 |
| Account No. | Phone No. | Estimate No. | |
| YORKV001 | 6305534350 | Q05846 | |
| Ship Via | | Purchase Order | |
| Tax ID Number | | | |
| ERIC LESAGE | | Salesperson S23 / S23 | |

X

Received By

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



Ship To: IN STORE PICKUP

| | | |
|-------------------------|-------------------------|--------------------------|
| Branch 01 - CENTRAL | | |
| Date 02/19/2025 | Time 14:33:05 (O) | Page 1 |
| Account No. YORKV001 | Phone No. 6305534350 | Estimate No. Q05846 |
| Ship Via | | Purchase Order |
| Tax ID Number | | |
| ERIC LESAGE | | Salesperson S23 / S23 |

Invoice To: CITY OF YORKVILLE
 610 TOWER LANE
 YORKVILLE IL 60560

Attention: John Bauer

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 03/21/2025 Amount

VAC-CON V312HE/1300 LHP COMBINATION SEWER CLEANER 608761.00
 MOUNTED ON A FREIGHTLINER 114SD, 6X4 CHASSIS
 PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Trade Ins
 =====

Serial #: 08146924 125000.00-
 2014 VAC-CON V312 COMBINATION SEWER CLEANER

Authorization: _____ Subtotal: 483761.00
 Quote Total: 483761.00

X

Received By



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q14706
6/10/2025

Bill To

City of Yorkville IL
610 Tower Ln
Yorkville IL 60560
United States

Ship To

City of Yorkville IL
610 Tower Ln
Yorkville IL 60560
United States

TOTAL

\$476,000.00

Sales Rep: Craig Miskowicz

Expires

7/10/2025

PO #**Quote Information****Shipping Method**

| Item | Description | Qty | Price | Extended Price |
|--|---|-----|---------------|----------------|
| SEWER-900-12-TA-SPP | SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-12-TA-SPP CHASSIS - WESTERN STAR,47XSF IN STOCK UNIT VIN :5KKHBPDV0SLVL2490 SEE ATTACHED BUILD SHEET FOR SPECS | 1 | \$599,000.00 | \$599,000.00 |
| BEC SALES ALLOWANCE - UNDERGROUND | PARTNERS DISCOUNT | 1 | (\$33,000.00) | (\$33,000.00) |
| Trade In Discount | MAKE:VACON MODEL: YEAR:2015 VIN:2NP3LJ0X8FM266717 *Must pass DOT inspection. *Must be in similar working condition as to when trade- in evaluation was performed. | 1 | (\$90,000.00) | (\$90,000.00) |

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal \$476,000.00

Tax (0%) \$0.00

Total \$476,000.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
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Vehicle Quote

#Q14706
6/10/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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6/10/2025

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Name(Printed)

Signature

Title

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



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

Agenda Item Number

New Business #5

Tracking Number

PW 2025-69

Agenda Item Summary Memo

Title: Cannonball Estates SSA Plan

Meeting and Date: Public Works Committee – July 15, 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: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 10, 2025
Subject: Cannonball Estates SSA Plan

Summary

Discussion of the Cannonball Estates common area maintenance, including implementation of a backup SSA and the communication strategy to residents.

Background

A few months ago, the City was notified by the last remaining Cannonball Estates HOA board member that the HOA board had effectively disbanded, that no dues were being collected from the subdivision residents, and that maintenance on the common areas had ceased. The board member asked the City to begin maintenance of the common areas, and indicated they would spend the remaining HOA funds on detention basin maintenance, per the City's directions after our last basin inspection. Since then, the City has mowed the berm and tracked the cost, and has researched our ability to implement the backup HOA SSA.

The City has the ability to accept maintenance of the common areas in the subdivision through the backup HOA SSA. This subdivision's backup HOA SSA was created in a way that allows the City to simply do the maintenance, and then file an annual HOA SSA tax levy at the end of the calendar year. Accordingly, we have drafted the following proposed annual budget:

Cannonball Estates Units I and II

| | Work Item | Quantity | Unit | Price | Cost | Yr. Cost |
|--------------------------|-------------|----------|------|------------|----------|-------------|
| 1 | Mowing | 4.3 | AC | \$60 | \$258 | \$7,224 |
| 2 | Edging | 1 | LS | \$7,500 | \$7,500 | \$7,500 |
| 3 | Mulch | 350 | CUYD | \$75 | \$26,250 | \$26,250 |
| 4 | Tree Trim | 1 | LS | \$10,000 | \$10,000 | \$10,000 |
| 5 | Tree Repl. | 10 | EA | \$500 | \$5,000 | \$5,000 |
| 6 | Pond Mowing | 2.56 | AC | \$60.00 | \$154 | \$4,301 |
| 7 | Pond Maint. | 1 | LS | \$3,000.00 | \$3,000 | \$3,000 |
| Yearly Cost | | | | | | \$63,275 |
| Mgmt. Fee 15% | | | | | | \$9,491 |
| Total Cost | | | | | | \$72,766 |
| Cost per Home (111 lots) | | | | | | \$656 |

Of note on the prior budget estimate, there is a fair amount of deferred maintenance in the subdivision that should be completed according to City standards. We would expect the annual fee to drop to between \$400 and \$500 per home after a few years. Additionally, the management fee is a ballpark cost estimate, and reflects the City having to outsource the management of the various maintenance programs to an outside firm. The City has not contacted any management companies yet, and this cost may change.

Per common understandings at time of subdivision approvals, the City does not wish to be responsible for common area maintenance of any subdivision. Accordingly, we wish to communicate with the residents a last chance notice to reform their HOA and take on the responsibility of common area maintenance (which allows them to control and plan their own dues) vs. leaving it to the City (where they will have no control over the maintenance or the dues). Thus, we have drafted a letter to every home in the subdivision (attached). We seek the City Council's feedback on the letter and the general communication process moving forward.

Recommendation

Staff seeks review of the annual budget and letter to the residents. If the City Council agrees with those two items, we would seek to send the letter to residents in the next few weeks, and bring the issue back to a committee meeting later in the calendar year in advance of the tax levy contemplated for the end of the calendar year.



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

July X, 2025

<HOA Contact Name>

<Mailing Address>

<City, State Zip>

Dear <HOA Contact Name>,

It has come to the City's attention that the Cannonball Estates Homeowner's Association (HOA) has ceased maintaining the common areas within your subdivision. City staff has confirmed with the Association's representative that there are currently no plans to resume this maintenance moving forward.

Cannonball Estates Subdivision is subject to a backup Special Service Area (SSA), which enables the City to perform the necessary maintenance and recover the associated costs through a tax levy applied to each subdivision residents' property tax bills. This backup SSA and an annual SSA tax levy can be implemented by the City unilaterally.

Based on our current estimates, the cost to maintain the common areas is approximately \$656 per home annually. While this amount may decrease in future years, there is significant deferred maintenance that must be addressed during the initial year of the City-led maintenance.

The maintenance of common areas is a subdivision specific responsibility, agreed to by the City and the property owners of your subdivision when the subdivision was approved by the City Council in 1999. This arrangement of common area maintenance responsibility by the residents of each subdivision is in place in most subdivisions in the City built in that era. The City prefers that you and your neighbors reconstitute the HOA and perform the common area maintenance, which would allow you full control of what maintenance work occurs, when it occurs, and how much it costs to complete said work. Therefore, unless the HOA notifies the City it will resume full maintenance responsibilities prior to [INSERT DATE], the City intends to proceed with enacting the SSA tax levy on [INSET DATE] and assume maintenance of the common areas.

We appreciate your efforts to work cooperatively with the City of Yorkville. If you have any questions or need additional information, please contact me at 630-553-4350 or bolson@yorkville.il.us.

Sincerely,

Bart Olson
City Administrator

October 11, 2000

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE NO. 2000-56

**ENABLING ORDINANCE TO CREATE SPECIAL TAX SERVICE AREA 2000-03 FOR
CANNONBALL ESTATES SUBDIVISION**

NOW COMES, ALAN DALE FARMS & DEVELOPMENT CORPORATION, "OWNER"
of CANNONBALL ESTATES SUBDIVISION, and the UNITED CITY OF YORKVILLE herein
after referred to as "CITY" who agree to create a back-up Special Tax Service Area upon the
following terms and conditions:

WHEREAS, ALAN DALE FARMS & DEVELOPMENT CORPORATION, OWNER,
wishes to provide additional security to the UNITED CITY OF YORKVILLE for purposes of
guaranteeing unique and special municipal services to the CANNONBALL ESTATES
SUBDIVISION and to provide a back-up mechanism for subdivision signage, common areas and
detention within the subdivision in the event the Homeowners Association or Developers thereof fail
to maintain those features; and

WHEREAS, the owner of 100% of the subject real property hereinafter described in the
attached Exhibit "A" has entered into a Declaration of Covenant and Restrictions providing for
repair and maintenance of monuments, signage, landscaping, other common area maintenance

responsibilities, and administrative expenses for said Development; and

WHEREAS, the Declaration of Covenants and Restrictions of record dated _____
_____ have provided a primary duty with the Homeowners Association of the CANNONBALL
ESTATES SUBDIVISION to have maintenance and repair responsibility for the above specified
purposes; and

WHEREAS, the CITY is desirous of providing a back-up mechanism providing for the
payment of any cost of maintenance and repair of the above-described purposes as well as any
common elements, and subdivision entrance monumentation and signage to the CANNONBALL
ESTATES SUBDIVISION and if the Homeowners Association of the CANNONBALL ESTATES
SUBDIVISION does not satisfactorily, in the opinion of the City Administration of the UNITED
CITY OF YORKVILLE, maintain those items above listed up to a safe and passable standard for
the residents of said CANNONBALL ESTATES SUBDIVISION that a mechanism be established
in order to provide that services are provided, which shall not become a tax burden on the general
citizenry of the UNITED CITY OF YORKVILLE; and

WHEREAS, pursuant to 35 ILCS 200\27-5 et. seq. provides for the creation of Special Tax
Service Area for the provision of municipal services to be assessed to a given area to finance those
maintenance and improvements to the specifically designated area, providing unique and special
services contained in said Special Tax Service Area; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE UNITED
CITY OF YORKVILLE AS FOLLOWS:

SECTION I

That a Special Tax Service Area is created for the above-stated purposes in the CANNONBALL ESTATES SUBDIVISION covering all platted lots within said SUBDIVISION, known as "CANNONBALL ESTATES SUBDIVISION".

That the area designated for coverage by said Special Tax Service Area is as set out in the attached Exhibit "A" to this Ordinance.

SECTION II

That said Special Tax Service Area is being created as a secondary source of financing to provide for any maintenance and repair of landscaping, subdivision entrance monumentation, and signage within common areas not carried out by the Cannonball Estates Homeowners Association as well as the associated administrative expenses incurred by the CITY.

SECTION III

That prior to the imposition of any levy of taxes pursuant to an act creating a Special Tax Service Area Tax Act, 35 ILCS 200\27-5 et seq., a hearing shall be held in accordance with said Statute providing for the amount of taxes to be levied, the purposes for which said taxes are levied, and the necessity of levying said tax against the CANNONBALL ESTATES SUBDIVISION only in the event that the Homeowners Association of said Subdivision or Developer does not maintain the above specified improvements, as well as common areas, subdivision entrance monumentation and signage of said Subdivision in a safe and passable manner.

SECTION IV

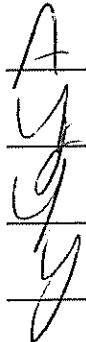
That any tax so levied shall be levied based on the assessed value of each of the taxable units located within said Subdivision. Notification of said levy shall be given in accordance with said Statute above cited in conformance with Illinois Compiled Statutes as to each individual dwelling unit owner on any platted lot in said Subdivision.

SECTION V

The UNITED CITY OF YORKVILLE shall have power to issue Bonds pursuant to said Special Service Area Tax Act to complete said work and to levy repayment on an annual real estate tax bill basis against each dwelling unit within the CANNONBALL ESTATES SUBDIVISION; but in no event shall said assessment exceed \$.50 per \$100.00 of equalized assessed valuation.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT UPON ITS PASSAGE
AND APPROVAL.

PAUL JAMES



RICHARD STICKA

VALERIE BURD

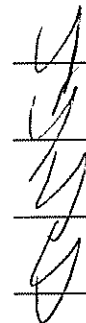
LARRY KOT

DAVE DOCKSTADER

MIKE ANDERSON

ROSE SPEARS

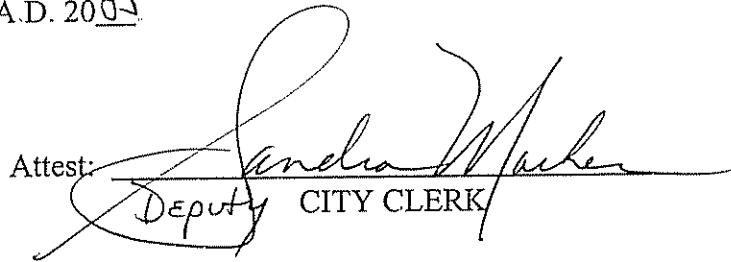
THOMAS SOWINSKI



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
26th day of October, A.D. 2002.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this
26th day of October, A.D. 2002.

Attest: 
Deputy CITY CLERK

Prepared by and return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North $22^{\circ}13'29''$ East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North $63^{\circ}17'14''$ West, 441.97 feet; thence North $29^{\circ}57'14''$ West, 65.90 feet; thence North $08^{\circ}46'46''$ East, 138.82 feet for a point of beginning; thence North $82^{\circ}38'28''$ West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North $04^{\circ}21'17''$ East, 1549.95 feet to the center line of Faxon Road; thence South $80^{\circ}35'51''$ East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South $26^{\circ}48'57''$ West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North $83^{\circ}07'22''$ West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.

October 11, 2000

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

ORDINANCE 2000- 57

**AN ORDINANCE ESTABLISHING SPECIAL
TAX SERVICE AREA NUMBER 2000 03 FOR
CANNONBALL ESTATES SUBDIVISION**

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

SECTION 1: Authority to Establish Special Service Area.

Special Service Areas are established pursuant to Article VII, Section 7, of the Constitution
of the State of Illinois, in force July 1, 1971, which provides:

"Counties and municipalities which are not home-rule units shall have only powers granted
to them by law and the powers...(6) to levy or impose additional taxes upon areas within their
boundaries in the manner provided by law for the provision of special services to those areas
and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of an Act to provide the manner of levying or
imposing taxes for the provision of special services to areas within the boundaries of home-rule
units and non-home-rule municipalities and counties and pursuant to the Revenue Act of 1939.

SECTION 2: Findings.

A. The question of the establishment of the Special Tax Service Area hereinafter

described as a Special Tax Service Area is considered by the City Council pursuant to an Ordinance entitled "Enabling Ordinance to Create Special Service Area 2000-56 for Cannonball Estates Subdivision", in the United City of Yorkville, and pursuant to a waiver and consent to the imposition of a Special Tax Service Area executed by the owner of 100% interest in said subdivision, without the necessity of any public hearing, or period for objection pursuant to 35 ILCS 200/27-5 (1998).

B. The special tax shall be levied and shall be assessed as follows on all of the real property included in the special service area:

A maximum of (percent of assessed valuation), i.e.; \$.50 per \$100.00 of equalized assessed valuation. Said assessments may be made at any time by City Ordinance for an indefinite period of time; or for a time determined in said Ordinance after all required public hearings. At the hearing, all persons affected will be given an opportunity to be heard. The assessment made at said hearing will only be for the purpose of accomplishing extraordinary and unique repairs and maintenance as set out above in said subdivision. It is necessary to provide a back-up method to insure that monuments, signage, and landscaping within the common areas of Cannonball Estates Subdivision, as well as any other common areas designated in the Declaration of Covenants and Restrictions dated _____ and Final Plats of the Cannonball Estates Subdivision, to the Recorder of the United City of Yorkville a source of funding in the event said Homeowner's Association fails to maintain and repair said facilities in a safe and useable condition as is determined by the City Council of the United City of Yorkville. The United City of Yorkville shall further be reimbursed for any administrative costs incurred if any assessment is necessary to be made. This program is necessary for public safety and is in the best interest of maintaining real property values within the Cannonball Estates Subdivision as described in the attached Exhibit "A".

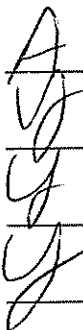
C. Prior to the assessments being made for any part of the work done listed above, the United City of Yorkville shall give the persons affected advance notice of a Public Hearing as per Illinois Compiled Statutes governing Special Tax Service Areas to be held so that input may be had as to said assessment

SECTION 3: This Special Tax Services Area shall run for an indefinite period of time.

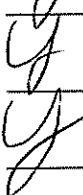
SECTION 4: All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

SECTION 5: This Ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

PAUL JAMES



RICHARD STICKA



VALERIE BURD



LARRY KOT



DAVE DOCKSTADER



MIKE ANDERSON



ROSE SPEARS



THOMAS SOWINSKI



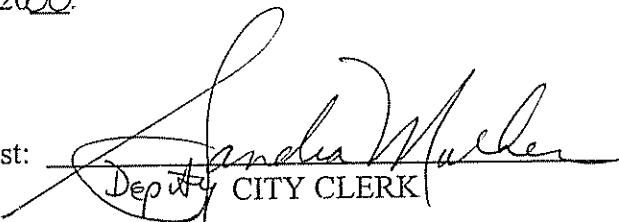
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
24th day of October, A.D. 2020.


MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this

26th day of October, A.D. 2000.

Attest:


Deputy CITY CLERK

Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North 22°13'29" East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North 63°17'14" West, 441.97 feet; thence North 29°57'14" West, 65.90 feet; thence North 08°46'46" East, 138.82 feet for a point of beginning; thence North 82°38'28" West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North 04°21'17" East, 1549.95 feet to the center line of Faxon Road; thence South 80°35'51" East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South 26°48'57" West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North 83°07'22" West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.

2001 0012507
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
07-16-2001 At 09:09 AM.
CONSENT 18.00

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

CANNONBALL ESTATES SUBDIVISION
CONSENT TO CREATION OF SPECIAL SERVICE TAX AREA

NOW COMES, ALAN DALE FARMS & DEVELOPMENT CORPORATION, the Owner of 100% of the real property of Cannonball Estates Subdivision who does hereby irrevocably consent and agree to the creation of a Special Tax Service Tax Area pursuant to 35 ILCS 200/27-5 (1998) et. seq. and do further waive notice of all right to hearings and publications thereof.

The undersigned further waive notice and consent to imposition of said Special Tax Service Area as a back-up funding mechanism for said improvements and maintenance on the real property described in the attached Exhibit "A".

This waiver and consents shall be binding upon Owner and its successors, heirs, and assigns.

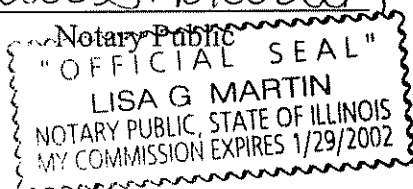
ALAN DALE FARMS & DEVELOPMENT
CORPORATION

BY: Alan Martin

Signed and sworn to before me

October 16, 2000

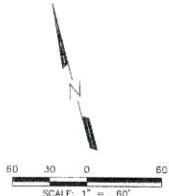
Lisa G. Martin



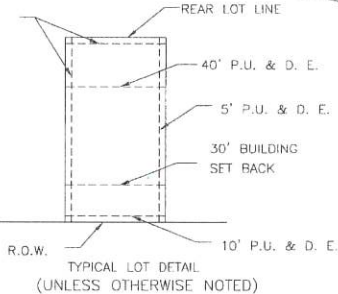
Prepared by:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

LEGAL DESCRIPTION

Commencing at the Northwest corner of Oak Knolls Subdivision; thence North $22^{\circ}13'29''$ East along the center line of Cut-Off Road, 746.59 feet (this point hereinafter referred to as point A); thence North $63^{\circ}17'14''$ West, 441.97 feet; thence North $29^{\circ}57'14''$ West, 65.90 feet; thence North $08^{\circ}46'46''$ East, 138.82 feet for a point of beginning; thence North $82^{\circ}38'28''$ West along a line which extended intersects the West line of the Southwest Quarter of said Section 20, 147.18 feet southerly of the Northwest corner of said Southwest Quarter, 773.17 feet to a point which is 1885.72 feet, as measured along said extended line, easterly of said West line; thence North $04^{\circ}21'17''$ East, 1549.95 feet to the center line of Faxon Road; thence South $80^{\circ}35'51''$ East along said center line, 1928.17 feet to the center line of Cut-Off Road; thence South $26^{\circ}48'57''$ West along said Cut-Off Road center line, 1563.73 feet to a point which is 356.10 feet, as measured along said center line, northerly of point A aforesaid; thence North $83^{\circ}07'22''$ West, 551.70 feet to the point of beginning in Bristol Township, Kendall County, Illinois, and containing 56.607 acres.



| CURVE DATA | | | | | |
|------------|-------------|---------|--------|---------|-----------------|
| No. | Δ | R | T | L | CHORD BEARING |
| C-1 | 17° 24' 48" | 467.00' | 71.52' | 141.93' | S 71° 53' 27" E |
| C-2 | 8° 11' 22" | 300.00' | 21.47' | 42.88' | S 76° 30' 10" E |
| C-3 | 8° 00' 03" | 500.00' | 34.96' | 69.82' | S 62° 11' 03" E |
| C-4 | 14° 24' 19" | 500.00' | 63.19' | 125.71' | S 16° 36' 18" W |



| LOT No. | AREA (S.F.) | LOT No. | AREA (S.F.) |
|---------|-------------|---------|-------------|
| 1 | 14193.25 | 25 | 12660.56 |
| 2 | 12000.00 | 26 | 13433.23 |
| 3 | 12000.00 | 45 | 19949.96 |
| 4 | 12000.00 | 46 | 19049.88 |
| 5 | 12003.68 | 47 | 18101.20 |
| 6 | 12421.09 | 48 | 18407.94 |
| 7 | 13248.88 | 49 | 16446.89 |
| 8 | 25729.96 | 50 | 13361.94 |
| 9 | 33398.70 | 51 | 15366.26 |
| 10 | 16864.49 | 52 | 18460.82 |
| 11 | 17600.00 | 53 | 14400.00 |
| 12 | 17600.00 | 54 | 14400.00 |
| 13 | 17600.00 | 55 | 14400.00 |
| 14 | 20631.75 | 56 | 14400.00 |
| 15 | 20621.75 | 57 | 14930.24 |
| 16 | 17600.00 | 58 | 15990.62 |
| 17 | 17600.00 | 59 | 16248.16 |
| 18 | 17600.00 | 60 | 12387.83 |
| 19 | 17600.00 | 61 | 14452.11 |
| 20 | 25089.82 | 62 | 12294.15 |
| 21 | 21810.70 | 63 | 12000.00 |
| 22 | 12121.35 | 64 | 12000.00 |
| 23 | 12000.00 | 65 | 14115.87 |
| 24 | 12011.42 | 113 | 182767.08 |





| 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

Old Business #1

Tracking Number

PW 2025-62

Agenda Item Summary Memo

Title: 2025 Stormwater Basin Inspections Engineering Agreement

Meeting and Date: Public Works Committee – July 15, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 6/24/25

Action Taken: This agenda item was tabled to the 7/15/25 Public Works meeting.

Item Number: PW 2025-62

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: June 11, 2025
Subject: 2025 Stormwater Basin Inspection PSA

Summary

A proposed PSA from EEI to perform engineering inspections on certain stormwater basins in the city and provide an inspection report to the owner(s) of the basin.

Background

This has been an ongoing program in the City for many years now. Each year we rotate a quadrant of the city for investigation of basins and follow up inspections with last year's inspections as well.

The inspection entails walking the entirety of each site and identifying any areas of concern such as clogged pipes or outfalls, invasive plants such as cattails, willows, and phragmites, erosion along the shoreline, illegal outfalls, evidence of animals such as beavers and muskrats, and trash or excessive debris in the pond. In essence, we look for anything that would cause the basin to not function correctly.

Depending on the basin, they may look at other factors such as overland release water ways, retaining walls, naturalized plantings, and landscaping around the basin to make sure everything is healthy and functioning as it should.

These inspections are important to all residents to ensure that the stormwater basins are functioning properly and will be able to handle and process storm water properly when needed.

For this PSA, EEI is proposing to inspect 24 basins and follow up on 40 basins that were inspected last year to mark the progress or lack thereof with the owners. For this service a fixed fee of \$19,764 is proposed.

Since this is not linked to a specific project or ongoing development, this would be funded out of the Engineering Services budget in the Administrative Services section.

Recommendation

Staff recommends approval of this contract.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to conduct inspection on certain stormwater basins throughout the City (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – Engineering – 2025 Stormwater Basin Inspections*, attached hereto as

Exhibit A.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

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

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

MAYOR

Attest:

City Clerk

Agreement for Professional Services – Engineering
United City of Yorkville
2025 Stormwater Basin Inspections

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop an inspection schedule consistent with available funding. All Engineering will be in accordance with the City's Stormwater Management Plan and NPDES MS4 Permit 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. Engineering Services will be paid for monthly based on the hours worked on the project. The Estimated Hourly and Direct Costs for the Engineering Services is \$19,764.00. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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 Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that 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: *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: 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*

*Brad Sanderson, P.E.
Chief Operating Officer / President*

*Jori Behland
City Clerk*

*Angela R. Smith
Director of Marketing and
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.



**Agreement for Professional Services - Engineering
United City of Yorkville
2025 Stormwater Basin Inspections**

Attachment B – Scope of Services

The United City of Yorkville requests inspection services for their Stormwater Basin Inspection Program required by the City's Stormwater Management Plan under the City's NPDES MS4 permit with IEPA. The 2025 Inspections are in the Southwest Quadrant of the City.

The following list of work items establishes the scope of engineering services for this project:

ENGINEERING SERVICES:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Inspection and Compliance Tracking
- Coordination with the City

2.2 2025 Basin Inspections (SW Quadrant – 24 Sites)

- On-Site Field Inspection
- Inspection Report Preparation

2.3 2024 Basin Inspection Follow Up (40 Sites)

- On-Site Field Inspections
- Correspondence/Update Report

2.4 Property Owner Coordination

- Respond to Questions
- Field Meetings as Requested

EXCLUSIONS

The above scope of services does not include the following:

- Preparation of Maintenance Plans
- Wetland Services
- Construction Services
- Land Surveying Services

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment D) in affect at the time the extra work is performed.



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

| | | |
|-----------------------------------|----------|-------------|
| CLIENT | | |
| UNITED CITY OF YORKVILLE | | |
| PROJECT TITLE | DATE | PREPARED BY |
| 2025 STORMWATER BASIN INSPECTIONS | 6/9/2025 | TNP |

| TASK NO. | WORK ITEM ¹ | ROLE | PRINCIPAL | SENIOR PM | SENIOR PE II | PROJECT TECH | CAD | ADMIN | HOURS | COST |
|------------------------------|---------------------------------------|------|-----------|-----------|--------------|--------------|-------|-------|-------|-----------|
| | | RATE | \$256 | \$243 | \$218 | \$159 | \$159 | \$75 | | |
| ENGINEERING SERVICES | | | | | | | | | | |
| 2.1 | Project Management and Administration | | 1 | 2 | | 8 | | | 11 | \$ 2,014 |
| 2.2 | 2025 Basin Inspection | | 1 | 4 | | 36 | | | 41 | \$ 6,952 |
| 2.3 | 2024 Basin Inspection Follow Up | | 1 | 4 | | 40 | | | 45 | \$ 7,588 |
| 2.4 | Property Owner Coordination | | 1 | 4 | | 8 | | | 13 | \$ 2,500 |
| Design Engineering Subtotal: | | | 4 | 14 | - | 92 | - | - | 110 | \$ 19,054 |
| | | | | | | | | | | |
| PROJECT TOTAL: | | | 4 | 14 | - | 92 | - | - | 110 | 19,054 |

Notes:

1. See Detailed Scope and Exclusions on Attachment B - Scope of Services

DIRECT EXPENSES

Printing/Scanning = \$ 150
Mileage = \$ 560

DIRECT EXPENSES = \$ 710

LABOR SUMMARY

EEI Labor Expenses = \$ 19,054

TOTAL LABOR EXPENSES \$ 19,054

TOTAL COSTS \$ 19,764





ENGINEERING ENTERPRISES, INC.

Attachment D

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