



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, September 16, 2025
6:00 p.m.
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: July 15, 2025

New Business:

1. PW 2025-81 Ordinance Amending the Yorkville City Code (Nuisance)
2. PW 2025-82 Water Audit Update Presentation
3. PW 2025-83 Quiet Zone Update Presentation
4. PW 2025-84 East Hydraulic District – ITEP Grant Phase I
 - a. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I)
 - b. Ordinance Authorizing the Fourth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026
5. PW 2025-85 Cannonball Trail Shared Use Path – Feasibility Study Presentation
6. PW 2025-86 Kane-Kendall Council of Mayors (KKCOM) – Call for Projects
7. PW 2025-87 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering)
8. PW 2025-88 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering)
9. PW 2025-89 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main (South Receiving Station Standpipe – Change Order No. 2)
10. PW 2025-90 Nexamp – Plat of Dedication and Grant of Easements
11. PW 2025-91 Faxon Road and Beecher Road Reconstruction – Rejection of Bids
12. PW 2025-92 Resolution Pledging Financial Commitment and Support of an Illinois Department of Transportation’s Safe Routes to School (SRTS) Grant Application for Yorkville Prairie Meadows Sidewalk Gap Project
13. PW 2025-93 Moda Homes – Call of Performance Bonds

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, September 16, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. July 15, 2025
 - Approved _____
 - As presented
 - With corrections

NEW BUSINESS:

1. PW 2025-81 Ordinance Amending the Yorkville City Code (Nuisance)
 - Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
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2. PW 2025-82 Water Audit Update Presentation

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2025-83 Quiet Zone Update Presentation

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2025-84 East Hydraulic District – ITEP Grant Phase I

a. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(E. Hydraulic Avenue Improvements – Phase I)

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

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2025-85 Cannonball Trail Shared Use Path – Feasibility Study Presentation

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

6. PW 2025-86 Kane-Kendall Council of Mayors (KKCOM) – Call for Projects

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

7. PW 2025-87 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Road to Better Roads Program – Design Engineering)

- Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
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8. PW 2025-88 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Local Road Program – Design Engineering)

- Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
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9. PW 2025-89 Resolution Approving a Change Order to a Contract to Construct a 1,500,000
Gallon Standpipe and Water Main (South Receiving Station Standpipe – Change Order No. 2)

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

10. PW 2025-90 Nexamp – Plat of Dedication and Grant of Easements

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

11. PW 2025-91 Faxon Road and Beecher Road Reconstruction – Rejection of Bids

- Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
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12. PW 2025-92 Resolution Pledging Financial Commitment and Support of an Illinois Department of Transportation’s Safe Routes to School (SRTS) Grant Application for Yorkville Prairie Meadows Sidewalk Gap Project

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

13. PW 2025-93 Moda Homes – Call of Performance Bonds

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 – July 15, 2025

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker
 Name Department

Agenda Item Notes:

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

IN ATTENDANCE:

Committee Members

Chairman Craig Soling
Alderman Rusty Corneils

Alderman Joe Plocher

Absent: Alderman Dan Transier

Other City Officials

City Administrator Bart Olson, via Zoom
Assistant City Administrator Erin Willrett
Engineer Brad Sanderson, EEI

Public Works Director Eric Dhuse
Assistant Public Works Director John Sleezer
Alderman Chris Funkhouser, via Zoom

Other Guests: None

The meeting was called to order at 6:03pm by Chairman Craig Soling.

Citizen Comments: None

Previous Meeting Minutes: June 17, 2025

The minutes were approved as presented.

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

Mr. Sanderson said last month the Council had approved the contract with CB&I to construct the standpipe for the south receiving area. A Change Order reduction of \$384,400 has been submitted. This is due to the modification of the guarantee which involves putting the standpipe into operation sooner than anticipated and in addition, an alternative design that results in a reduction in thickness of the tank steel. Alderman Plocher asked if the pylons would still be needed, however, Mr. Sanderson said the company has not provided that information yet. Mr. Soling asked if there could be a problem 50 or 60 years down the road. Mr. Sanderson replied the steel is thick on its own and the 25-year coating provides extra protection. He added that these tanks are built to last over 100 years. This moves forward to the City Council.

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

Engineer Sanderson said items 2 and 3 are similar. There are several water main replacement projects that will go out to bid next month. The projects will involve going under the railroad crossings and a license agreement is needed to do this. The agreement has been vetted by the City Attorney Orr and a one time license fee of \$4,000 is required. The committee agreed with the recommendation to approve this agreement and will move it forward to the consent agenda.

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

Mr. Sanderson said there are 4 separate license agreements for 4 crossings. The fee is slightly less at \$3,700 per crossing based on casing pipe size and the total is \$14,800. This will also move to the consent agenda.

4. PW 2025-68 Sewer Cleaning Truck Purchase

Director Dhuse said they had examined 3 units. He said the current equipment has experienced some maintenance issues and mechanical breakdowns, both of which he felt were on the manufacturer's end. He asked for feedback from the employees who use the equipment and all preferred the Vactor brand which are manufactured in LaSalle-Peru. They are single-engine trucks with hydraulic pumps which are quieter than a double engine truck. He said this is a 10-year purchase. Alderman Corneils asked if 10 years is the lifespan. Mr. Dhuse said the equipment is subjected to nasty environments and after that time, they start needing repairs. Chairman Soling asked if this is in the budget. The truck is \$35,000 over budget, but money was saved on the Blackberry Creek lift station generator replacement to apply to the purchase. This also includes the sludge pump and accessory lighting that was desired. This truck will be kept inside in the winter. This purchase moves forward to the City Council.

5. PW 2025-69 Cannonball Estates SSA Plan

Mr. Olson said an HOA member had contacted him saying the HOA is defunct and would no longer be doing maintenance in the subdivision and would turn it over to the city. He said there is an SSA in place so a levy can be filed. He asked Mr. Dhuse to prepare a maintenance budget. The city is now in the process of notifying the residents that the HOA is defunct. The letter will show the residents what the cost will be for the city to perform the maintenance or give them a chance to re-establish the HOA to continue the maintenance. Mr. Olson wanted to insure the committee was OK with the budget and the process. The Mayor also wanted to insure the city was covered as far as staff time which is not reflected in the budget. That factor will be added and the budget updated.

Chairman Soling asked if the SSA has an expiration date and if enough money is being budgeted. There is no expiration date and Mr. Dhuse said the figures were based on the pond maintenance costs in Sunflower. Alderman Funkhouser asked if the budget included the easement along Alyce and Cannonball which it does. He also questioned whether or not the residents should be given the option of maintaining their back yards instead of the HOA. Mr. Olson said the letter will give residents 30-45 days to respond and they will evaluate the back yard question from the responses. The committee will move this forward to City Council.

Old Business:

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

Mr. Olson said he would like to push this matter until next month to allow the Mayor time to fully review the agreement.

Additional Business: None

There was no further business and the meeting adjourned at 6:21pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-81

Agenda Item Summary Memo

Title: Ordinance Amending the Yorkville City Code (Nuisance)

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 13, 2025
Subject: City Code Section Update

Summary

A proposed update to section 4, Public Health and Safety, of the City Code.

Background

From time to time, it is necessary to update codes to make them more efficient, update language, or update codes based on new standards. In this case, staff asked Attorney Orr the best way to increase the amount of money we charge for mowing vacant lots or homes that were found in violation of section 4-1-5 for weeds and grass over 8” in height.

While reading through the code, it was decided that there needed to be some general cleanup as well as specific changes to the nuisance portion of the code. Below is a section by section description of the changes.

4-1-1 B Original Text

B. Nuisance abatement: The City Attorney or any citizen of the City, when such a nuisance exists as set forth in subsection A of this section, may maintain a complaint in the name of the City perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the City Police, officers, Inspectors or employees, upon observing any violation of subsection A of this section, may enter upon private property and summarily abate any fires or burning that is in violation hereof.

4-1-1 B Proposed Text

B. *The City Police, officers, inspectors or authorized employees may enter upon private property and summarily abate any fire or burning deemed to be a health hazard and a public nuisance in violation of A.1 or A.4 above.*

Section 4-1-5C and 4-1-5D streamline the process of billing and adjudication. Section 4-1-5C allows us to bill reasonable costs but removes the double 30 day notice. Section 4-1-5D gives clear direction as to a timeline in which the notices must be sent for billing and adjudication.

4-1-5C Original Text

- C. Liability for costs: The City shall have the authority to bill and collect from the property owner the reasonable cost of abating the nuisance. The City shall send a bill for the abatement costs to the same address where the tax bill for the general property taxes on the subject property for the preceding year was sent. If the abatement costs are not fully paid within thirty (30) days, a second billing notice will be sent.

4-1-5C Proposed Text

- C. Liability for costs: In the event of the failure of any person to abate a nuisance, the City shall have the authority to abate the nuisance and to bill and collect reasonable costs it shall incur to abate such nuisance.

4-1-5D Original Text

- D. Lien: If the abatement costs are not paid within fifteen (15) days of the second billing notice, the City shall place a lien upon the property affected. Notice of the lien shall be given to the property owner. Said notice shall consist of a sworn statement setting out: 1) a description of the property sufficient for identification thereof, 2) the amount of the abatement costs incurred or payable, and 3) the date(s) when such abatement costs were incurred by the City.

Said lien shall be superior to all other liens and encumbrances, except tax liens, provided that within sixty (60) days after such abatement costs are incurred, the City, its agent, or authorized contractor files notice of lien in the office of the Recorder of Deeds of Kendall County, Illinois. However, said lien shall not be valid as to any purchaser whose rights in and to such property have arisen subsequent to the abatement of the nuisance, and the lien of the City shall not be valid as to any mortgagee, judgment creditor, or other lienor whose rights in and to such property arise prior to the filing of such notice. Upon payment of the abatement costs, the lien shall be released by the City and the release may be filed of record.

4-1-5D Proposed Text

- D. Notice of the costs incurred by the City to abate the nuisance shall be given to the violator and if not paid in full within five (5) business days from the date of an invoice for the amount due, the violator shall be provided with a notice of a hearing before a Hearing Officer pursuant to Section 1-14-5 of this code to determine whether the violator has failed to pay the expenses incurred by the City for the abatement of the violation of this code, which notice shall not be less than seven (7) days from the date the notice is served or deposited in the mail. The total amount due to the City may be enforced as provided in Section 1-14-5 of this code.

Section 4-1-5H is being amended to be consistent with other sections of this code.

Section 4-1-5H Original Text

H. Nuisance abatement: The City Attorney or any citizen of the City, when such a nuisance exists as set forth in this section, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting such nuisance and to abate the same. In addition, the City Police, officers, Inspectors, or employees, upon observing any violation of this section may enter upon private property and summarily abate any nuisance if the person served with the notice does not abate the nuisance within five (5) days.

4-1-5H Proposed Text

H. Notice of Violation; Nuisance Abatement: The City Police, officers, Community Development Director or any member of this Department, or any authorized employee are authorized to issue a notice of a violation of this Chapter 1. In the event the violation of this Section 4-1-5 is deemed to be a public nuisance and an immediate health hazard, the City Police, officers, Community Development Director or any member of this Department or any authorized employee may enter upon private property and summarily abate the nuisance.

Section 4-2A-2 Adds the Community Development Director to be able to notice property owners that have trees infected or infested with Dutch Elm disease or Emerald Ash Borers. This is done because this position oversees the property maintenance employees that actually provide the physical notices. 4-2B-2 removed registered mail.

4-2A-2 and 4-2B-2 Original Text

- A. The Director of Public Works or his representative shall give a written notice of the existence of a nuisance described in section 4-2A-1 of this article to the owner of property whereon the public nuisance is found. Such notice shall describe the nuisance, state the City ordinance which has been violated, identify the property by common description and the tree or trees affected, and require the removal of the nuisance within thirty (30) days. After notice has been given, it shall become the duty of the property owner to abate the nuisance. The removal and disposal of the nuisance shall be under the direction and supervision of the Director of Public Works or his representative. Said notice shall also notify the property owner that unless the nuisance is removed and disposed of in compliance with the terms of notice, the City will proceed with the removal and disposal of the nuisance and assess the property owner for one hundred percent (100%) of the cost of removal and disposal.
- B. Such notice shall be given by personal service or sent by registered mail to the person to whom the tax bill for the general taxes for the last precedent year on the property was sent.

Section 4-2A-3 is a general cleanup to streamline the process and match other sections of this code. 4-2A-4 is removed to match other areas of this section of the code.

4-2A-3 and 4-2A-4 Original Text

4-2A-3: Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City, by its agents, servants or independent contractors, shall have the authority to go upon such property to cut down, remove the nuisance, and spray (either before or after such removal) an area of one thousand (1,000) square feet surrounding the nuisance, and the property owner shall be assessed the sum of one hundred percent (100%) of the cost of such removal and disposal by the City.

4-2A-4: - Lien; notice of lien:

- A. Any cost incurred by the City to abate a nuisance described in this article shall be a lien upon the real estate affected, superior to all other liens and encumbrances, except tax liens; provided that notice of the lien has been given as hereinafter described, and that within sixty (60) days after such cost is incurred the City, or person performing the service by authority of the City, in its or his/her own name, files notice of the lien in the Kendall County Recorder's office.
- B. The notice of lien shall consist of a sworn statement setting out: 1) a description of the real estate sufficient for identification thereof, 2) the amount of money representing the cost incurred or payable for the service, and 3) the date or dates when such cost and expense was incurred by the City.
- C. The lien shall not be valid as to any purchaser whose rights in and to such real estate have arisen subsequent to the tree removal and prior to the filing of such notice, and the lien shall not be valid as to any mortgagee, judgment creditor or other lienor whose rights in and to such real estate arise prior to the filing of such notice.
- D. Upon payment of the cost by the owner of or persons interested in such property after notice of lien has been filed, the lien shall be released by the City or person in whose name the lien has been filed and the release may be filed of record as in the case of filing notice of the lien.
- E. The cost of such tree removal shall not be a lien upon the real estate affected unless notice is given pursuant to section 4-2A-2 of this article.

Section 4-2A-3 Proposed Text

4-2A-3: - Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City shall provide the property owner of a notice of a hearing before a Hearing Officer, in accordance with Section 1-14-5 of this code, which notice shall be served or

deposited in the mail no less than seven (7) days prior to the date of the hearing ordering the abatement of the nuisance by the City and assessing the property owner with one hundred percent (100%) of all of the costs incurred by the City in the event the City abates the nuisance, which costs and all fines assessed shall be a debt due and owing to the City and if unpaid within five (5) business days shall be enforced as provided in Section 1-14-5 of this Code.

Section 4-3-4 and 4-3-5 are a general cleanup to match the other sections. 4-3-5 is removed.

4-3-4 and 4-3-5 Original Text

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where such nuisance violation of section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance, then any City officer, Police officer, Inspector or employee who served such notice shall file a complaint charging violation of this chapter with the circuit court for the Sixteenth Judicial Circuit demanding that the owner of the property or the occupant thereof, or both, be held to answer to the court for the violation of this chapter.

4-3-5: - Violations and penalties:

Any person who shall neglect, fail or refuse to abate or remove such nuisance after notice thereof shall, for each twenty-four (24) hours thereafter during which said nuisance continues, be subject to a like penalty as that originally incurred.

4-3-4 Proposed Text

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where a nuisance violation of Section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance after notice pursuant to Section 4-3-3, shall be subject to a fine for each day the nuisance continues.

Section 1-14-3 subsection A.1. is general cleanup to match what was changed in Title 4.

1-14-3 Subsection A.1. Original Text

A. Issuance of violation notices:

1. Violation notice of any ordinance violation shall be issued by the Mayor or Administrator and such persons authorized under this Code.

1-14-3 Subsection A.1. Proposed Text

1. Violation notices if any ordinance violation shall be issued by the Mayor, Administrator, City Attorney, officers, City Police, Department Directors and any such person as authorized by any of them.

Recommendation

Staff recommends accepting all proposed changes.

Ordinance No. 2025-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS AMENDING THE YORKVILLE CITY CODE**

Be It Ordained by the Mayor and City Council to amend the Yorkville City Code as follows:

Section 1. Title 4, Chapter 1, Section 4-1-1 is hereby amended by deleting Subsection B in its entirety and replacing it with the following:

- B. The City Police, officers, inspectors or authorized employees may enter upon private property and summarily abate any fire or burning deemed to be a health hazard and a public nuisance in violation of A.1 or A.4 above.

Section 2. Title 4, Chapter 1, Section 4-1-5, Subsections C and D are hereby amended by deleting said Subsections C and D in their entirety and replacing with the following:

- C. Liability for costs: In the event of the failure of any person to abate a nuisance, the City shall have the authority to abate the nuisance and to bill and collect reasonable costs it shall incur to abate such nuisance.
- D. Notice of the costs incurred by the City to abate the nuisance shall be given to the violator and if not paid in full within five (5) business days from the date of an invoice for the amount due, the violator shall be provided with a notice of a hearing before a Hearing Officer pursuant to Section 1-14-5 of this code to determine whether the violator has failed to pay the expenses incurred by the City for the abatement of the violation of this code, which notice shall not be less than seven (7) days from the date the notice is served or deposited in the mail. The total amount due to the City may be enforced as provided in Section 1-14-5 of this code.

Section 3. Title 4, Chapter 1, Section 4-1-5, Subsection H is hereby amended by deleting said Subsection H in its entirety and replacing with the following:

Notice of Violation; Nuisance Abatement:

The City Police, officers, Community Development Director or any member of this Department, or any authorized employee are authorized to issue a notice of a violation of this Chapter 1. In the event the violation of this Section 4-1-5 is deemed to be a public nuisance and an immediate health hazard, the City Police, officers, Community Development Director or any member of this Department or any authorized employee may enter upon private property and summarily abate the nuisance.

Section 4. Title 4, Article A, Section 4-2A-2 is hereby amended by deleting said section in the entirety and replacing it with the following:

4-2A-2: - Notice to abate; duty of owners to remove:

- A. The Community Development Director or his or her representative, or the Director of Public Works or his or her representative shall give a written notice of the existence of a nuisance described in section 4-2A-1 of this article to the owner of property whereon the public nuisance is found. Such notice shall describe the nuisance, state the City ordinance which has been violated, identify the property by common description and the tree or trees affected, and require the removal of the nuisance within thirty (30) days. After notice has been given, it shall become the duty of the property owner to abate the nuisance. The removal and disposal of the nuisance shall be under the direction and supervision of the Community Development Director or his or her representative, or the Director of Public Works or his or her representative. Said notice shall also notify the property owner that unless the nuisance is removed and disposed of in compliance with the terms of notice, the City shall issue an ordinance violation citation and request that the Hearing Officer direct the removal and disposal of the nuisance.
- B. Such notice shall be given by personal service or sent by registered mail to the person to whom the tax bill for the general taxes for the last precedent year on the property was sent.

Section 5. Title 4, Article A, Section 4-2A-3 and Section 4-2A-4 are hereby deleted in their entirety and replaced with the following:

4-2A-3: - Abatement by City; costs:

If the property owner shall neglect to abate the nuisance within thirty (30) days after notice is given and thereafter causes the removal of such nuisance by the City, then the City shall provide the property owner of a notice of a hearing before a Hearing Officer, in accordance with Section 1-14-5 of this code, which notice shall be served or deposited in the mail no less than seven (7) days prior to the date of the hearing ordering the abatement of the nuisance by the City and assessing the property owner with one hundred percent (100%) of all of the costs incurred by the City in the event the City abates the nuisance, which costs and all fines assessed shall be a debt due and owing to the City and if unpaid within five (5) business days shall be enforced as provided in Section 1-14-5 of this Code.

Section 6. Title 4, Chapter 3, Section 4-3-4 and 4-3-5 are hereby deleted in their entirety and replaced with the following:

4-3-4: - Failure to abate:

In the event the owner or occupant of the property where a nuisance violation of Section 4-3-2 of this chapter exists, has failed, within the prescribed time to abate such nuisance after notice pursuant to Section 4-3-3, shall be subject to a fine for each day the nuisance continues.

Section 7. Title 1, Chapter 14, Section 1-14-3, subsection A.1. is hereby amended by deleting Section 1-14-3, subsection A.1. in its entirety and replacing it with the following:

1. Violation notices if any ordinance violation shall be issued by the Mayor, Administrator, City Attorney, officers, City Police, Department Directors and any such person as authorized by any of them.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



Reviewed By:	
Legal	<input 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 2025-82

Agenda Item Summary Memo

Title: WY2024 Water Audit Results and Recommendations

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 12, 2025
Subject: WY2024 Water Audit Results and Recommendations

To meet the Lake Michigan Allocation permit requirements, the United City of Yorkville is required to reduce Non-Revenue Water (NRW) to below 10% prior to connecting to DuPage Water Commission (DWC) with water from Lake Michigan in 2028. To track progress, the water audit for WY2024 has been prepared in accordance with the methodology found in AWWA Manual M36 – Water Audits and Loss Control and associated software. The City’s NRW for WY2024, the period from 10/1/23 through 9/30/24, is 14.2%, which is a slight decrease in percentage from 14.8% in WY2023. In Table No. 1 and Figure A found on Page 2 of this memo, a historical summary of water audit results is provided, including the water audit results for WY2024.

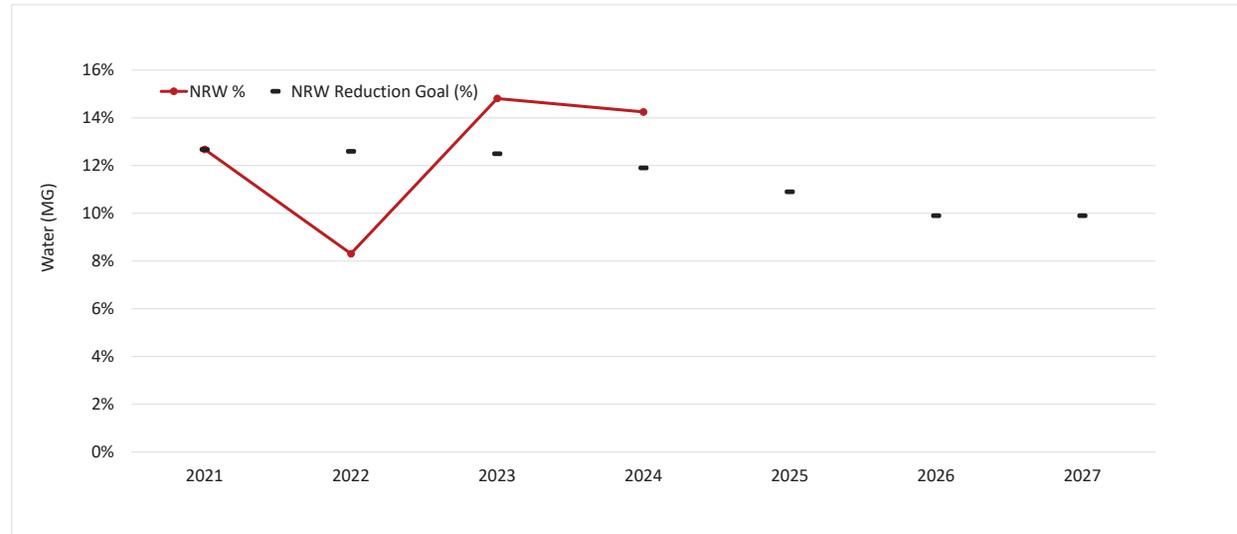
The components of NRW are: 1) Unbilled Authorized Consumption (which includes both unbilled metered and unbilled unmetered water use), 2) Apparent Losses, and 3) Real Losses. Apparent losses consist of the following: unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. The real losses include: 1) leakage on distribution/transmission water mains, 2) leakage and overflows at storage facilities, and 3) leakage at service connections.

The City has been working through the Water System Improvement Plan submitted to Illinois Department of Natural Resources (IDNR) as part of the Lake Michigan Allocation permitting process for WY2021 which addressed all three (3) components. To reduce unbilled authorized water use, the City has implemented a bulk water filling station and means of billing for miscellaneous uses that were previously unbilled and unmetered. To address apparent water losses, the City is investing in replacing all customer meters and converting to Advanced Metering Infrastructure (AMI) technology. The City has budgeted for \$2.8 million over the next two (2) fiscal years. In regard to real losses, the City began to perform annual leak detection. Further, while the City has periodically replaced water main at locations where water main breaks are most frequent, the City developed and is working through a five (5) year water main replacement program to replace 7.2 miles of water main installed prior to 1970. The City has currently replaced approximately 5.4 miles of water main to-date.

Table No. 1 Historical Water Audit Summary

Water Audit Line Item	Unit	Calendar Year							Water Year					
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
WATER SUPPLIED														
Volume From Own Sources	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	642.53	632.10	673.61	701.76
Master Meter Adjustment	MG/Yr or %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.53	4.83	-3.43	3.62
Water Imported	MG/Yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Exported	MG/Yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER SUPPLIED - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05	698.14
AUTHORIZED CONSUMPTION														
Billed Authorized Use	MG/Yr	498.39	382.80	440.82	456.20	485.81	505.21	516.29	484.84	533.76	557.11	575.15	576.76	598.67
Unbilled Authorized Consumption	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41	9.69
AUTHORIZED CONSUMPTION - Total	MG/Yr	505.33	388.75	446.65	462.57	492.58	512.22	523.47	491.72	541.35	566.08	590.11	589.17	608.37
NON-REVENUE WATER														
Water Supplied - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05	698.14
Less Billed and Unbilled Authorized Consumption - Total	MG/Yr	-505.33	-388.75	-446.65	-462.57	-492.58	-512.22	-523.47	-491.72	-541.35	-566.08	-590.11	-589.17	-608.37
WATER LOSSES - Total	MG/Yr	50.01	87.40	19.38	47.35	49.21	48.36	50.62	59.02	66.24	71.92	37.16	87.87	89.77
Plus Unbilled Authorized Consumption (Unbilled Metered and Metered Water)	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41	9.69
NON-REVENUE WATER-Total	MG/Yr	56.95	93.35	25.20	53.72	55.99	55.37	57.80	65.91	73.84	80.89	52.12	100.28	99.47
NON-REVENUE WATER %	%	10.3%	19.6%	5.4%	10.5%	10.3%	9.9%	10.1%	12.0%	12.2%	12.7%	8.3%	14.8%	14.2%

Figure A. Historical Water Audit Summary



However, the Water System Improvement Plan was intended to be a living document which would be reviewed, reevaluated, and modified as appropriate on an annual basis in conjunction with the completion of the annual Water Audit. That being said, the two (2) key parameters to determining the amount of NRW include the water supplied from water treatment plants and the amount of water being billed. City staff has made great efforts in ensuring accurate information is obtained for the water supplied to the distribution system; however, we observed significant fluctuations in the billing data depending on assumptions within the queries. The current billing system is outdated and has limited functionality to query the data with confidence for any given Water Year. Therefore, given the City is not meeting the NRW reduction schedule as of WY2023 and based on our observations and discussions with City staff while preparing the water audits, we recommend the following work items be expedited such that they are complete by September 30, 2026:

1. Completing the Customer Meter Change-out Program
2. Contracting to have a third-party billing data audit
3. Reviewing and considering implementation of a new billing software and then completing another third-party billing audit once the billing software is in place.

These work items will improve the billing data integrity used in the water audit. The City intends to connect to Lake Michigan in 2028, and therefore it is imperative that the City demonstrate it has reached this goal in the water audit prior to connecting which is the water audit for WY2027, the period from October 1, 2026, through September 30, 2027. Therefore, to meet the NRW goal of less than 10% before connection to DWC, any critical NRW reduction strategies should be implemented by no later than September 30, 2026, such that the impacts can be observed in the WY2027 Water Audit.

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



WATER AUDIT AND NON-REVENUE WATER REDUCTION UPDATE

August 19, 2025

United City of Yorkville



Agenda

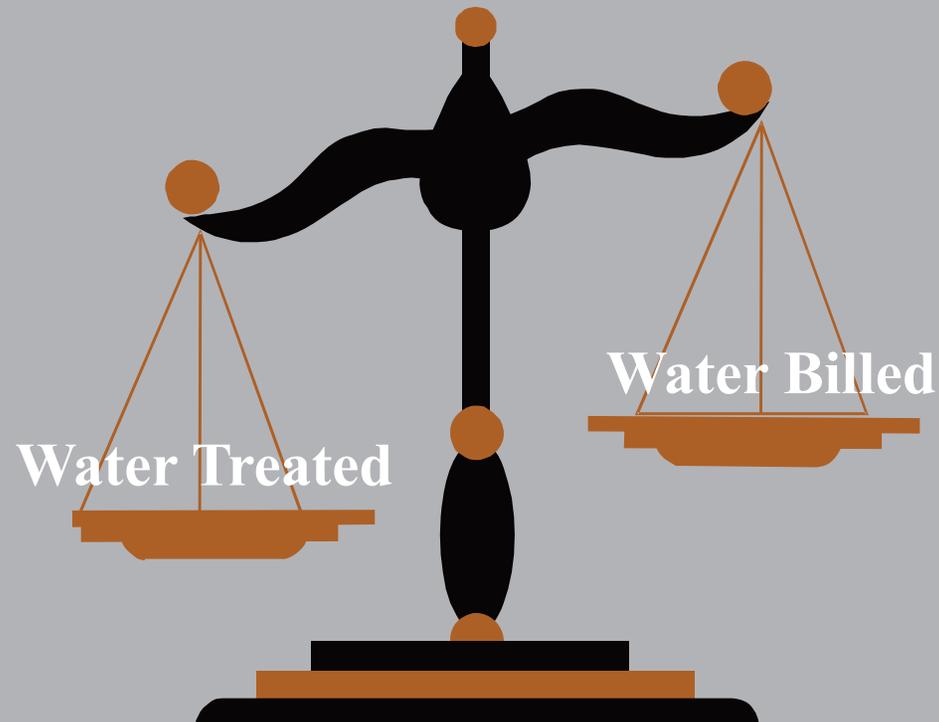
1. Water Audit Background / Progress
2. Non-Revenue Water Reduction Plan Initiatives
3. Lake Michigan Allocation Permit Status
4. Q&A



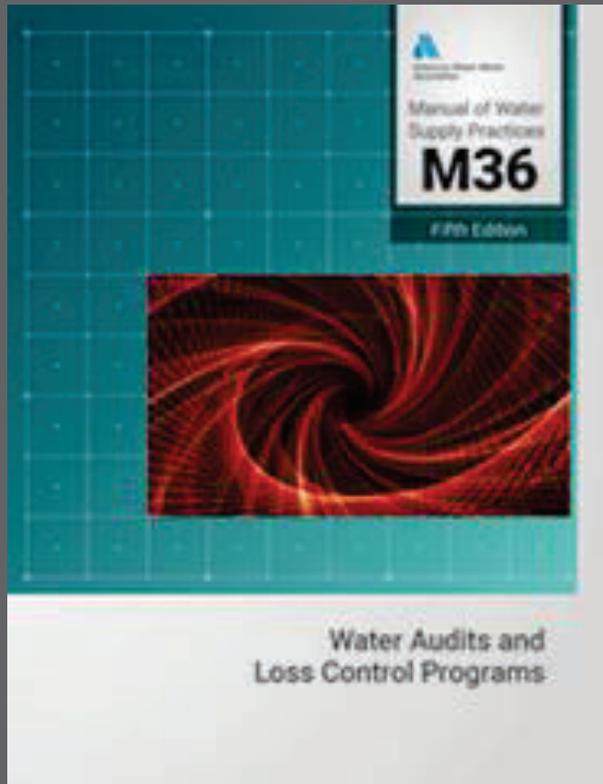


**WATER AUDIT
BACKGROUND/PROGRESS**

Millions of Gallons of Water Being Pumped into the Distribution System Exceeds the Gallons Being Sold



AWWA M36 Manual and Water Audit Software



AWWA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: Northern San Leandro Combined Water Sewer Storm Utility District (0067900)

Reporting Year: 2012 (12/01 - 12/31)

All volumes to be entered in: MILLION GALLONS (MG) PER YEAR

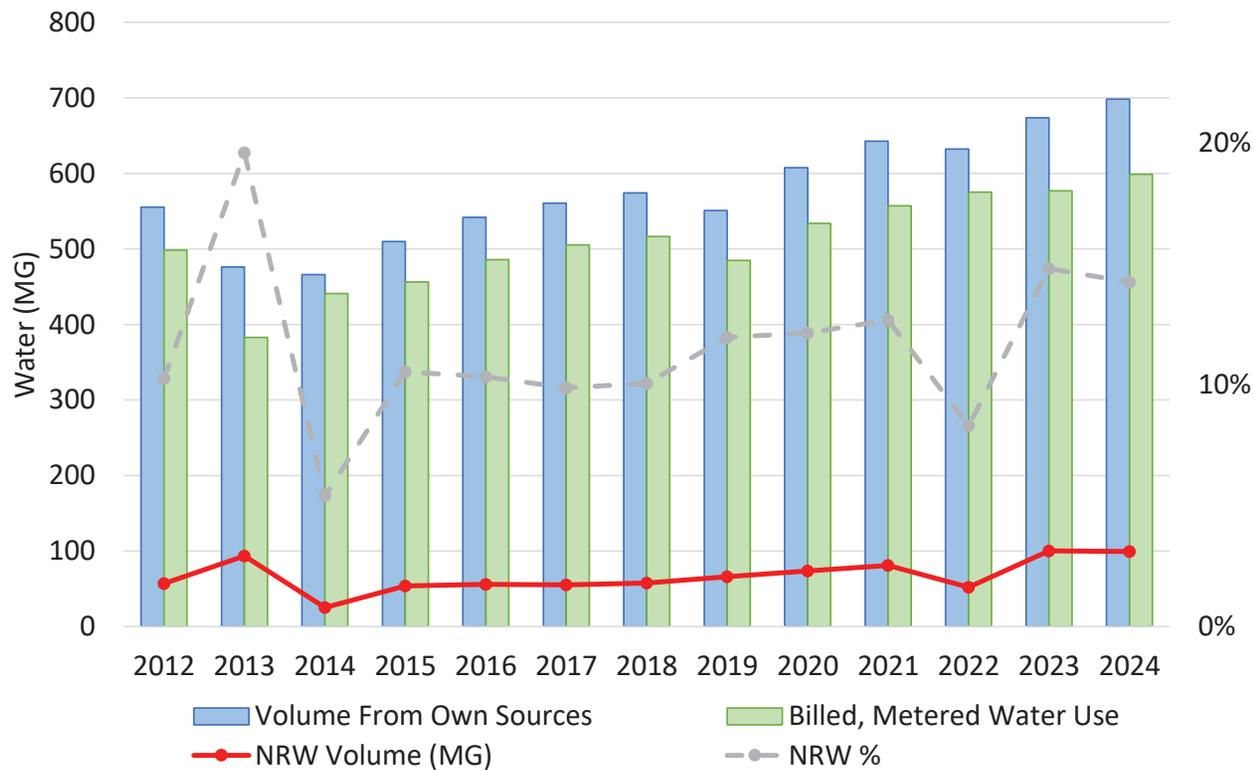
To select the entered data grading for each input, determine the highest grade where the utility needs or exceeds all criteria for that grade and all grades below it.

Master Meter Error Adjustment: Enter negative % or value for under registration. Enter post-se % or value for over registration.

Category	Item	Value	Unit	Grade	Point	Value	Unit
WATER SUPPLIED	Volume from own sources	1,000.000	MG/YR				
	Water imported	100.000	MG/YR				
	Water exported		MG/YR				
WATER SUPPLIED:		800.000	MG/YR				
AUTHORIZED CONSUMPTION	Billed metered	700.000	MG/YR				
	Billed unmetered	50.000	MG/YR				
	Unbilled metered	10.250	MG/YR				
	Unbilled unmetered		MG/YR				
AUTHORIZED CONSUMPTION:		760.250	MG/YR				
WATER LOSSES (Water Supplied - Authorized Consumption):		69.750	MG/YR				
Apparent Losses	Unauthorized consumption	5.000	MG/YR				
	Customer metering inaccuracies	7.070	MG/YR				
	Systematic data handling errors	5.000	MG/YR				
	Apparent Losses:	17.070	MG/YR				
Real Losses (Current Annual Real Losses or CARL):		52.680	MG/YR				
WATER LOSSES:		69.750	MG/YR				
NON-REVENUE WATER:		5.000	MG/YR				
SYSTEM DATA							
Length of mains	50.00	mi					
Number of app. and prod. service connections	1,000						
Service connections in denial	100	connections					
COST DATA							
Total annual cost of operating water system	\$1,000,000	\$/Year					
Customer retail unit cost (applied to Apparent Losses)	\$0.50	\$/1,000 gallons (100)					
Variable production cost (applied to Real Losses)	\$2.00/0.00	\$/100 gallons					



HISTORICAL WATER AUDITS



Volume versus % of Volume

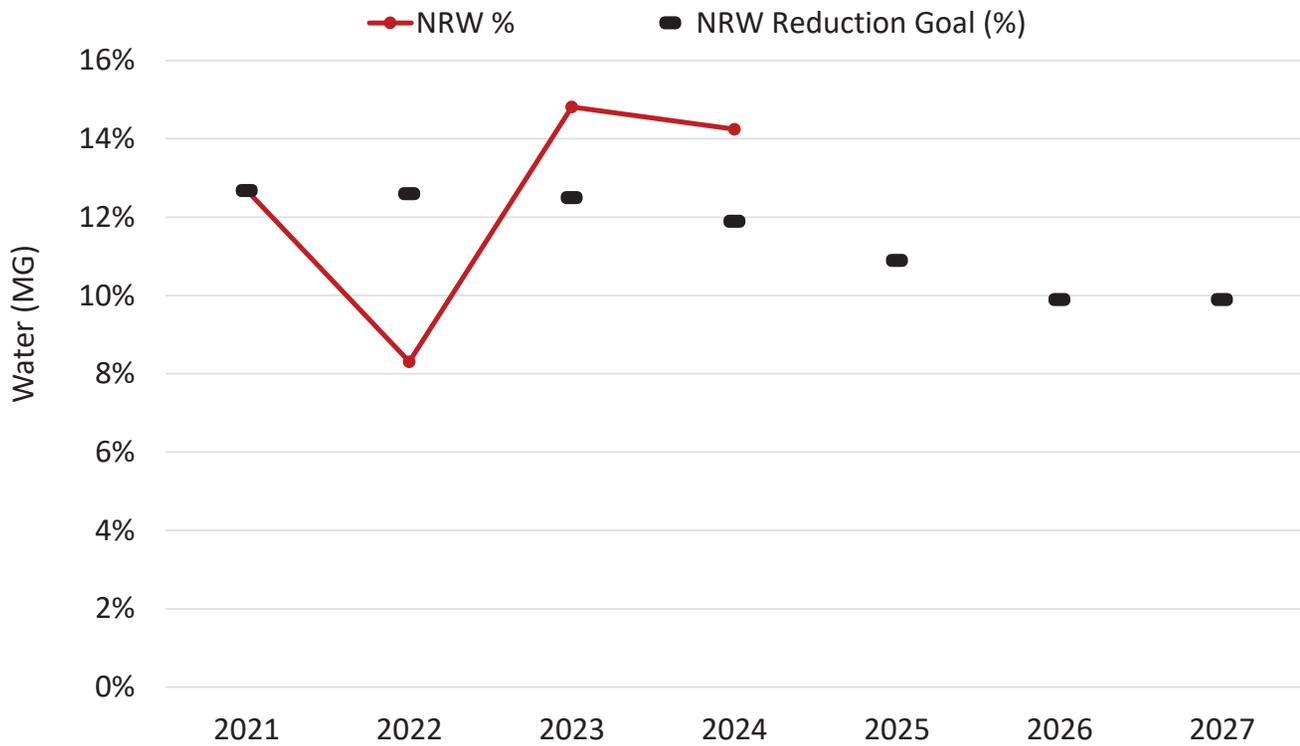
IDNR Submittal No. 1 - WY2024:

99.5 MG NRW

14.2% NRW

Billing data read dates assumptions impact NRW





NRW Reduction Schedule

Water Year	NRW % Goal Per IDNR Submittal	Actual NRW %
WY2021	12.7%	12.7%
WY2022	12.6%	8.3%
WY2023	12.5%	14.8%
WY2024	11.9%	14.2%
WY2025	10.9%	
WY2026	9.9%	
WY2027	9.9%	

Non-Revenue Water Components (“Buckets”)

UNBILLED AUTHORIZED USE *“Free Water”*

- Hydrant Flushing
- Fire Use (Fire Use (Fighting, Training, Hydrant Maintenance)
- Auto-Flushers
- Construction Uses
- Treatment Losses



APPARENT LOSSES *“Paper or Economic Losses”*

- Systematic Data Handling Error
- Customer Meter Inaccuracies
- Theft

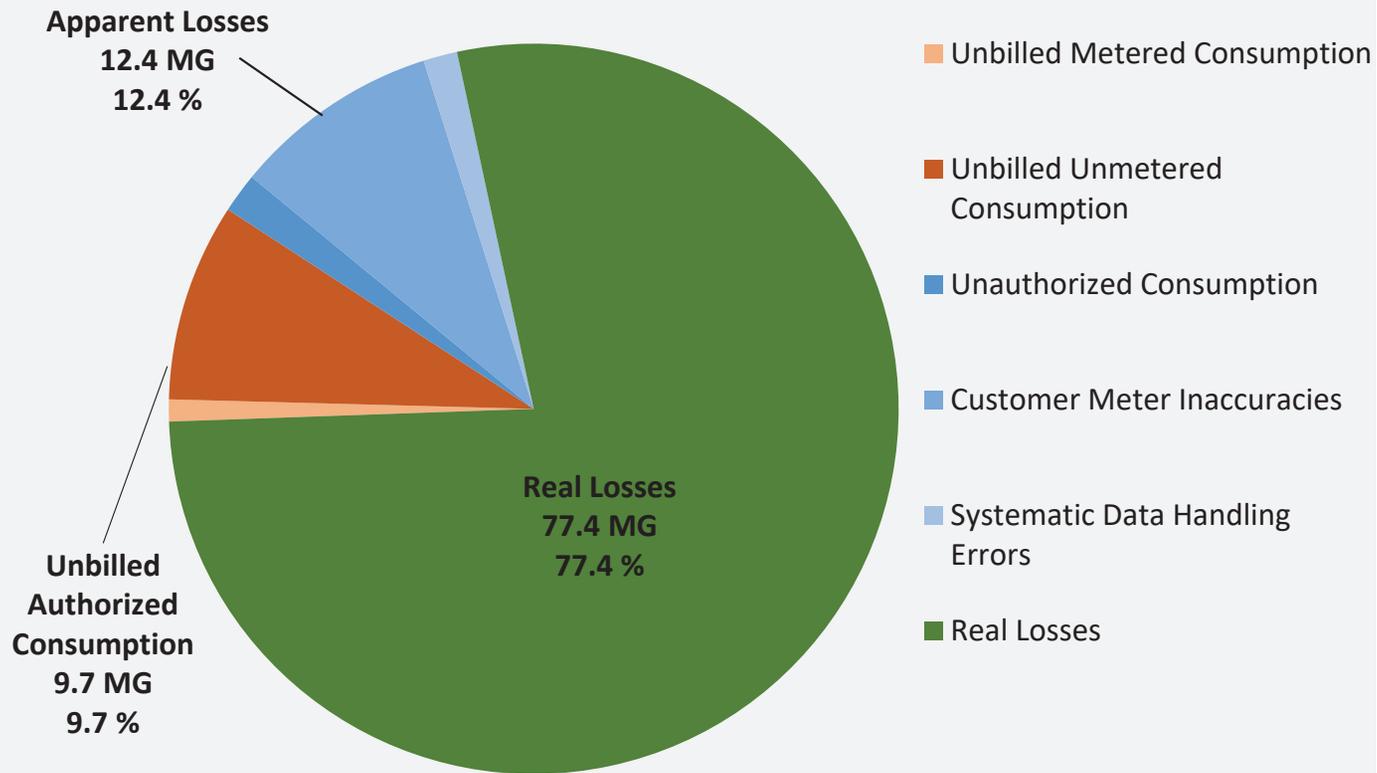


REAL LOSSES *“Physical Losses”*

- Water Main Breaks/Leaks
- Service Line Leakage up to Customer Meter
- Storage Tank Overflows



NON-REVENUE WATER – COMPONENTS BY VOLUME



WY2024 Water Audit:

99.5 MG NRW

14.2% NRW





**NRW REDUCTION
PLAN INITIATIVES**

WATER SYSTEM IMPROVEMENT PLAN (FEBRUARY 2023)

Water Year 2021 Non-Revenue Water Reduction Strategies

United City of Yorkville, Kendall County, Illinois

Revised February 9, 2023

General		
Short-Term		Anticipated Deadline
G-1	Annual water loss audit completion	On-going
G-2	Establish a Water Loss Champion and Water Loss Task Force - Meet on a quarterly basis	2023
G-3	Initiate an education and outreach Program to City staff regarding water efficiency and water loss reduction strategies for operations	On-going
G-4	Monitor NRW annually and pivot with NRW reduction initiatives as appropriate	On-going
G-5	Continue to educate and encourage residents to conserve water	On-going
Unbilled Water Use		
Short-Term		Anticipated Deadline
U-1	Review unbilled (unmetered and metered)(Including, but not limited to Fire Protection Districts, ball fields, Bridge Park, lift stations, hydrant flushing, filling water mains during construction, Hometown Days, etc.)	2025
U-2	Amend policies as necessary to meter and charge for unbilled water as appropriate	2025
U-3	Develop a tracking/estimating system for all unmetered water	2025
Apparent Losses		
Short-Term		Anticipated Deadline
A-1	Implement annual master meter testing of effluent meters	2022
A-2	Continue with implementation of a customer (AMI) meter change-out program (replace 6000 to 6500 meters)	2026
A-3	Review billing software and potentially replace it	2025
A-4	Review and update enforcement efforts related to illegal water use policies/ordinances	2023
Long-Term		
A-5	Convert fully to AMI technology	TBD
A-6	Implement improvements based on discovered AMI capabilities	TBD
A-7	Develop a benchmark testing program for customer meters for accuracy and implement the plan	TBD
Real Losses		
Short-Term		Anticipated Deadline
R-1	Continue to implement the water main replacement program based on NRW desired goals. These goals are consistent with the current CIP in place which targets replacement of all pre-1970 water main as well as high water main break areas	On-going
R-2	Implement leak detection (100% of the system annually)	2022
R-3	Develop water main replacement plan for beyond the current 5-year CIP program. The plan will be based on water main age, condition, material, and break frequencies which may include water main condition analysis via modeling if needed at that time.	2028
R-4	Implement better tracking of water main breaks, including actual date of the water main break.	2023
Long-Term		
R-5	Monitor water main replacement rate and water reduction to determine impact on NRW and adjust accordingly	On-going
R-6	Install bi-directional flow meters at booster pump and pressure reducing valve stations that separate the five different pressure zones. These meters will allow real-time comparison between treated water and billed water within each pressure zone, essentially acting as district metered areas.	TBD



NRW REDUCTION PLAN INITIATIVES

GENERAL PLAN ITEMS

- Complete Annual Water Audit
- Establish a Water Loss Team and Champion – Meets regularly
- Initiate an education program within the City
- Monitor Impact of NRW Initiatives

AWRA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: Northern San Leandro Combined Water Sewer Stormwater District (000100)

Reporting Year: 2012 12/01 - 12/31/12

Please enter data for the table on the below. All new and to be entered values must be used. If a problem value is entered a message will be placed on the value. Indicate year or reference in the message if the input data is going into a separate table or table using the data process. Go to the top of the report if the message does not show off to data or a description of the table.

All values to be entered are: BILLION GALLONS (100 PER YEAR)

To select the correct data grading for each input, determine the highest grade above the entry value or check the criteria for that grade set at grades below it.

WATER SUPPLIED	Enter grading in column 1 and 2	Point	Value
Volume from own sources	1	1	100.000 MGD
Water imported	2	1	0.000 MGD
Water exported	3	1	0.000 MGD
WATER SUPPLIED:			100.000 MGD

AUTHORIZED CONSUMPTION	Enter grading in column 1 and 2	Point	Value
Billed metered	1	1	700.000 MGD
Billed unmetered	2	1	50.000 MGD
Unbilled metered	3	1	0.000 MGD
Unbilled unmetered	4	1	10.000 MGD
AUTHORIZED CONSUMPTION:			760.000 MGD

Default option selected for Unbilled unmetered - a grading of 4 is applied but not displayed

WATER LOSSES (Water Supplied - Authorized Consumption)	Point	Value
WATER LOSSES:		240.000 MGD

APPEARANT LOSSES	Enter grading in column 1 and 2	Point	Value
Unauthorized consumption	1	1	3.000 MGD
Unauthorized consumption or volume entered is greater than the recommended default value:			
Customer metering inaccuracies	2	1	1.000 MGD
Systematic data handling errors	3	1	5.000 MGD
APPEARANT LOSSES:			9.000 MGD

REAL LOSSES (Current Annual Real Losses or CARL)	Point	Value
REAL LOSSES = WATER LOSSES - APPEARANT LOSSES:		231.000 MGD

NON-REVENUE WATER	Point	Value
NON-REVENUE WATER:		231.000 MGD

SYSTEM DATA	Enter grading in column 1 and 2	Point	Value
Length of main	1	1	50.0 miles
Number of pipe and valve connections	2	1	1.000
Service connection density	3	1	1.0 connections per acre
Are customer meters typically located at the curbstop or property line?			Yes
Average length of customer service line	4	1	100.0 feet
Average length of customer service line has been set to zero and a data grading score of 10 has been applied			
Average operating pressure	5	1	50.0 psi

COST DATA	Enter grading in column 1 and 2	Point	Value
Total annual cost of operating water system	1	1	\$1,000,000 \$/year
Customer retail unit cost applied to Apparent Losses	2	1	\$1,000 \$/unit
Variable production cost applied to Real Losses	3	1	\$2,000.000 \$/million gallons



NRW REDUCTION PLAN INITIATIVES

UNBILLED AUTHORIZED WATER USE

- Convert Unbilled Water Use to Billed Water Use
- Improve the Tracking of Unbilled, Unmetered Water:
 - Fire Protection Districts Use
 - Flushing Hydrants
 - Construction Use



NRW REDUCTION PLAN INITIATIVES

APPARENT LOSSES

- Master and Effluent Meter Testing and Calibrating, Annually
- Customer Meter Replacement Program (AMI Technology) – City Budgeted \$2.8M combined in FY2026 and FY2027
- Review Billing Software and Replace/Update it if Necessary
- Review policies and enforcement efforts of illegal water use



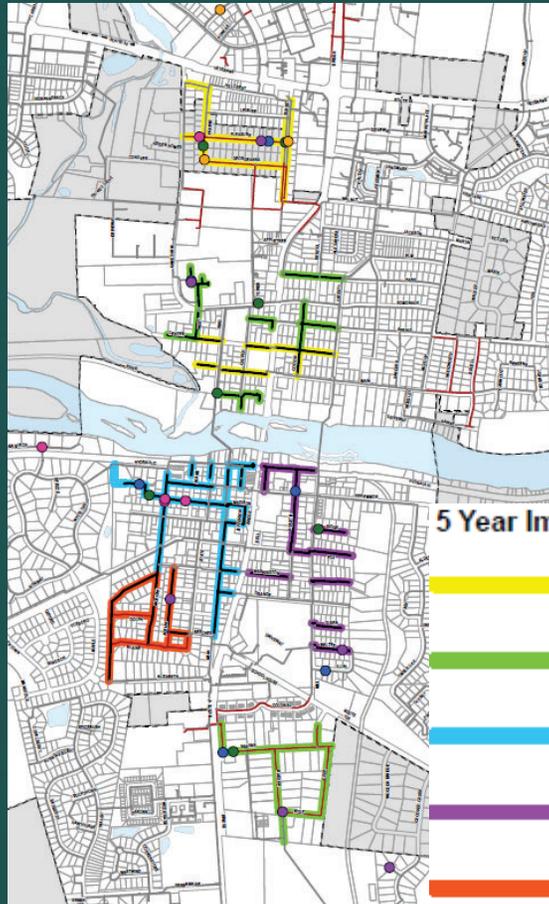
NRW REDUCTION PLAN INITIATIVES

REAL LOSSES

- Implemented GIS tracking of water main breaks
- Annual Leak Detection on 100% of Distribution System – Continue

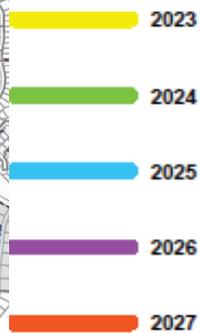


IDNR SUBMITTAL (JANUARY 2023)



Replace all
Pre-1970s
Water Main
Including
High Main
Break
Locations

5 Year Improvement Plan

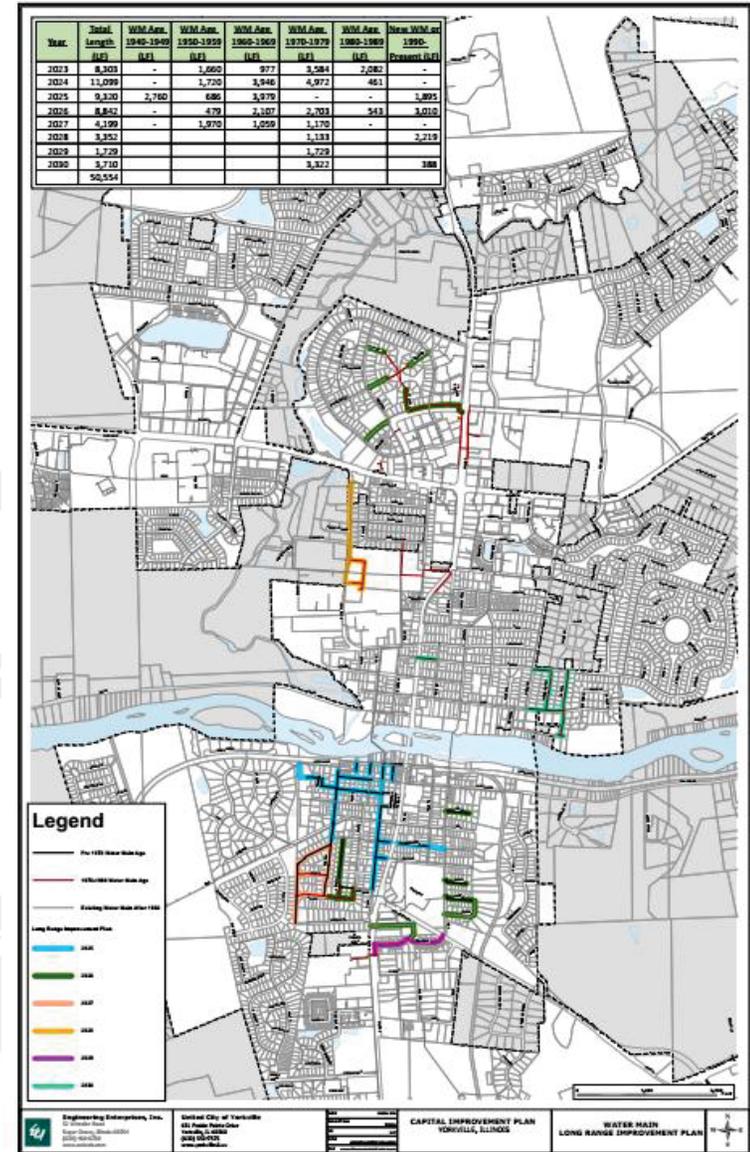


WATER MAIN REPLACEMENT PROGRESS

- Replaced 5.4 miles of water main from 2023-2025 out of 7.2 miles through 2027
- Developed an on-going water main replacement program through 2030 and passed rates to fund the additional water main replacement

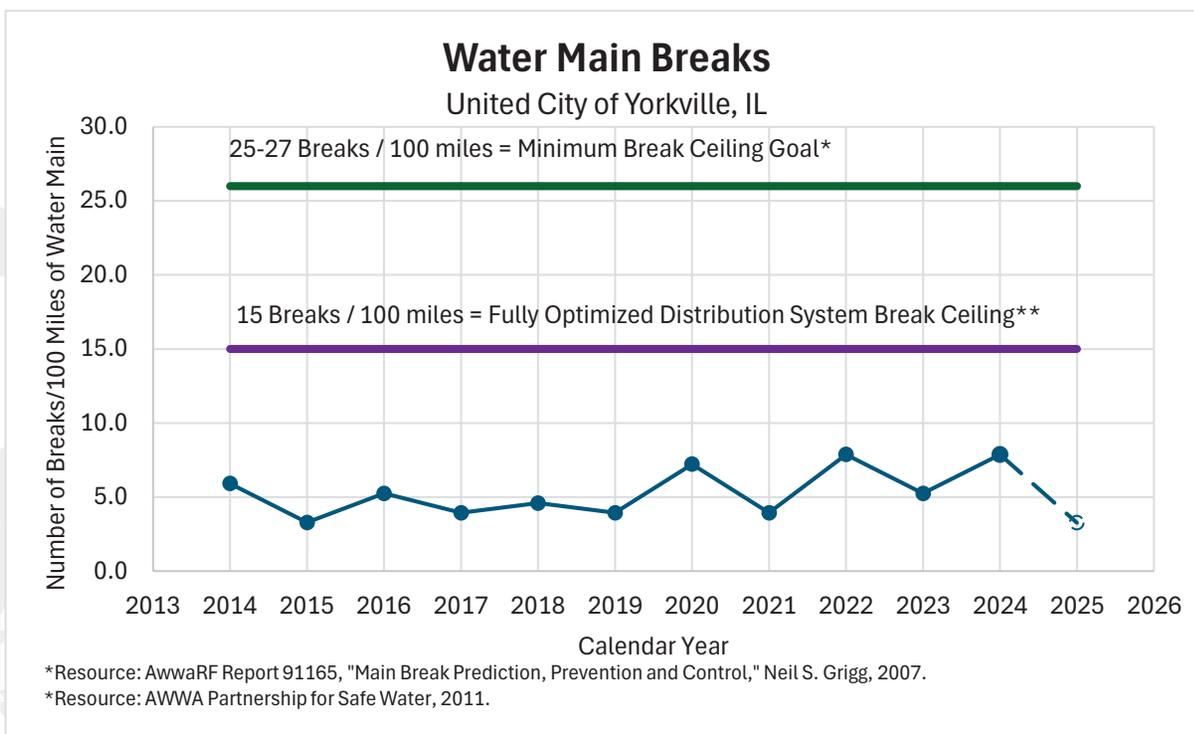
WATER MAIN REPLACEMENT PROGRAM - UPDATED

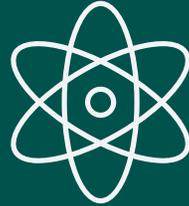
Year	Total Length (LF)	WM Age 1940-1949 (LF)	WM Age 1950-1959 (LF)	WM Age 1960-1969 (LF)	WM Age 1970-1979 (LF)	WM Age 1980-1989 (LF)	New WM or 1990-Present (LF)
2023	8,303	-	1,660	977	3,584	2,082	-
2024	11,099	-	1,720	3,946	4,972	461	-
2025	9,320	2,760	686	3,979	-	-	1,895
2026	8,842	-	479	2,107	2,703	543	3,010
2027	4,199	-	1,970	1,059	1,170	-	-
2028	3,352				1,133		2,219
2029	1,729				1,729		
2030	3,710				3,322		388
	50,554						



DOES THE VOLUME OF REAL LOSSES MAKE SENSE?

- Annual Leak Detection on 100% of Distribution System (Minimal leaks found)
- Replaced 5.4 Miles of Water Main Since WY2021 Audit
- # of Water Main Breaks is acceptable





HOW WATER LOSSES ARE CALCULATED IN THE WATER AUDIT

1. Calculate the NRW Volume

$$\text{NRW} = \text{Water Supplied} - \text{Billed Authorized Consumption}$$

4. Calculate/Estimate Apparent Losses

$$\text{Apparent Losses} = \text{Unauthorized Consumption} + \text{Customer Metering Inaccuracies} + \text{Systematic Data Handling Error}$$

2. Identify the NRW Buckets

$$\text{NRW} = \text{Unbilled Authorized Consumption} + \text{Apparent Losses} + \text{Real Losses}$$

5. Calculate/Estimate Real Losses

$$\text{Real Losses} = \text{NRW} - \text{Unbilled Authorized Consumption} - \text{Apparent Losses}$$

3. Calculate/Estimate Unbilled Authorized Use

$$\text{Unbilled Authorized Use} = \text{Unbilled Metered Water} + \text{Unbilled Unmetered Water}$$

6. Do the "Buckets" Make Sense?

Review the results to determine if the volumes seem feasible given your knowledge of the system

NON-REVENUE WATER REDUCTION PLAN FOCUS

- Unbilled Authorized Use
 - ✓ Review Billing Software and Replace/Update, if Necessary
 - ✓ **Contract to have a third-party billing data audit (Anticipate Sept. 2025 → Included in current budget and funding available given new rate structure)**
- Apparent Losses
 - ✓ **Customer Meter Replacement Program**
 - ✓ Continue Annual Master and Effluent Meter Testing and Calibrating
- Real Losses
 - ✓ Annual Leak Detection on 100% of Distribution System
 - ✓ Continue with Annual Water Main Replacement Program

NON-REVENUE WATER REDUCTION PLAN FOCUS

- Recommend expediting the following to complete by September 30, 2026:
 - ✓ Customer Meter Replacement Program
 - ✓ Review Billing Software and Replace/Update, if Necessary
 - ✓ Contract to have a third-party billing data audit (Anticipate City Council approval Sept. 2025. This is included in current budget and funding available given new rate structure.)



**LAKE MICHIGAN
ALLOCATION PERMIT
STATUS (LMO-22-06)**

IDNR PERMIT SCHEDULE/STATUS

- Final Order from IDNR 10/14/23
- Met with IDNR for Water Audit Update 7/29/25
- IDNR Permit Issued _____
- Submit Last Water Audit Prior to Lake Michigan Connection January 2027 (10/1/26-9/30/27)
- DWC Commissioning Spring 2028
- Connection to DWC/Lake Michigan Water Summer 2028





QUESTIONS OR COMMENTS?

We're here to help any way we can!





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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-83

Agenda Item Summary Memo

Title: Quiet Zone Update Presentation

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



QUIET ZONE PRESENTATION

United City of Yorkville

Agenda

1. Train Horn Rule
2. Quiet Zone Requirements
3. BNSF Quiet Zone
4. Downtown Quiet Zone
5. ITEP Grant
6. Questions



TRAIN HORN RULE

- Law that Regulates Train Horns
- Established in 2005 by the Federal Railroad Administration (FRA)
- Requires Trains Blow Their Horns in Advance of Public Highway-Rail Crossings
 - Must blow their horns a minimum of 15 seconds and a maximum of 20 seconds in advance
 - Provided Local Communities the Option of Silencing Them with a Quiet Zone



QUIET ZONE REQUIREMENTS

- Quiet Zone Risk Index Must Be Less Than or Equal to Risk Index with Horns
 - Requires Additional Safety Measures Such As:
 - Delineators
 - Non-Traversable Medians
 - One-Way Streets
 - Crossing Closures
 - Quad Gates

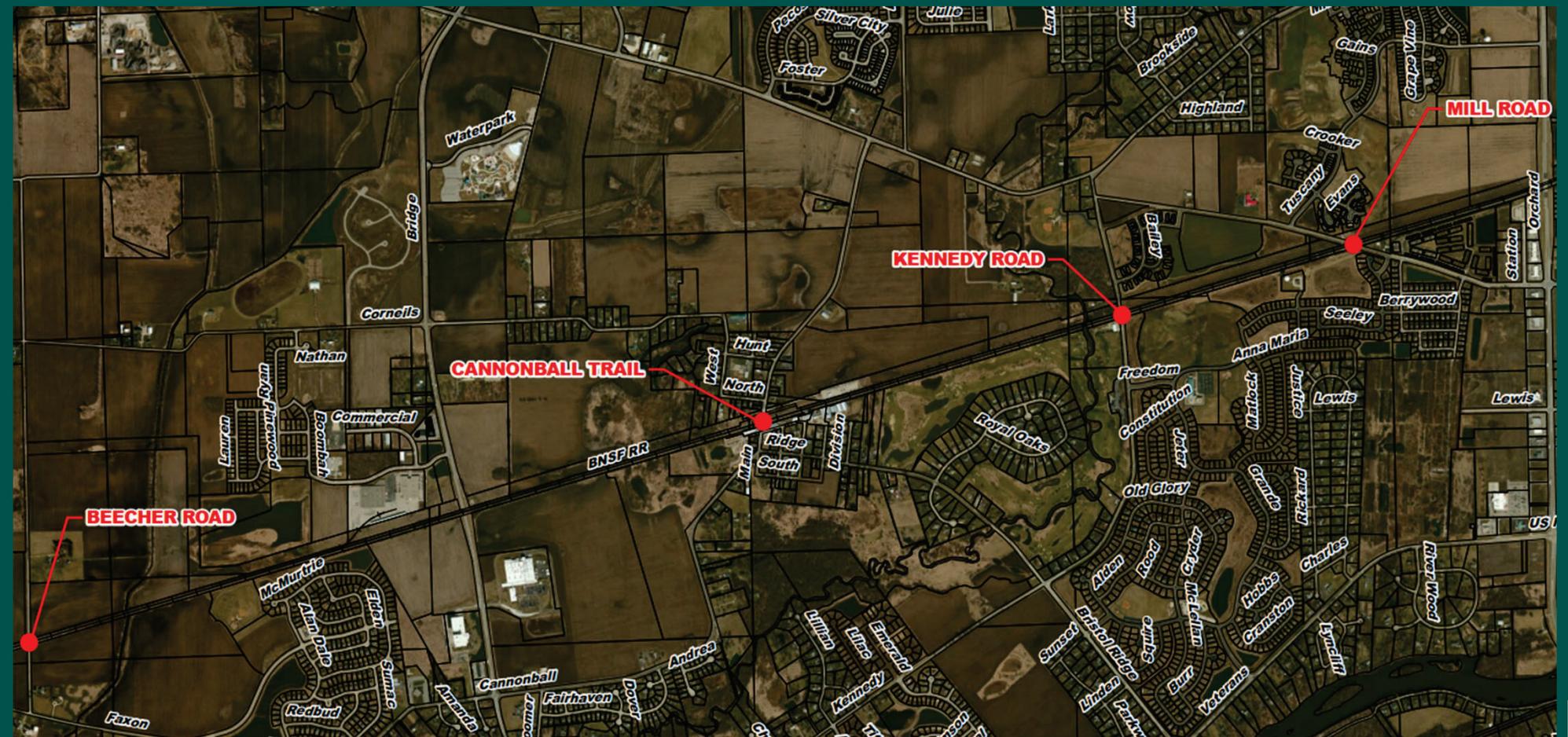


QUIET ZONE REQUIREMENTS (continued)

- Minimum Length is ½ Mile
 - Any Crossings Within a ½ Mile Must Be Included in the Proposed Quiet Zone Even if They Are Outside Your Jurisdiction
- Each Crossing Must Have at Minimum the Following Warning Systems:
 - Flashing Lights
 - Gates
 - Constant Warning Time Detection (CWT)
- On-Site Diagnostic Meeting Review with FRA, Railroad, ICC and IDOT
- Provide Notice of Intent (NOI) To FRA, Railroad, ICC & IDOT
- Installation of Proposed Safety Measures
- Notice of Establishment (NOE)



BNSF Quiet Zone



BNSF Quiet Zone

- Beecher Road
 - Constant Warning Time, Gates & Lights
- Cannonball Trail
 - Not Included, Kendall County Completing Separately
- Kennedy Road
 - Constant Warning Time, Gates & Lights
 - Pedestrian Crossing To Be Reviewed By Diagnostic Team
- Mill Road
 - Constant Warning Time, Gates & Lights



BNSF Quiet Zone

- Proposed Improvements
 - Kennedy Road – 100' of Delineators at Each Side of the Crossing
 - Mill Road – 100' of Delineators at Each Side of the Crossing
 - Beecher Road – 100' of Delineators at Each Side of the Crossing
- Estimated Cost = \$20K/crossing



BNSF Quiet Zone

- BNSF Requires Preliminary Engineering Agreement Prior To Diagnostic Meeting Attendance
 - Covers Desktop Review Ahead of Diagnostic Meeting
 - Covers Diagnostic Meeting Travel and Attendance
 - Includes Budget for Follow Up Conference Calls & Other Coordination
 - Estimated at \$28,099 but City Will Be Billed Based On Actual Costs
- Proposed Project Schedule
 - Approval of BNSF Agreement – August
 - Diagnostic Meeting – September/October
 - NOI – October (Requires 60 Day Comment Period)
 - NOE - January
 - Quiet Zone Establishment – February



Next Steps – BNSF Quiet Zone

City Council Approval
of BNSF Agreement

1

Schedule Diagnostic
Meeting

2

3

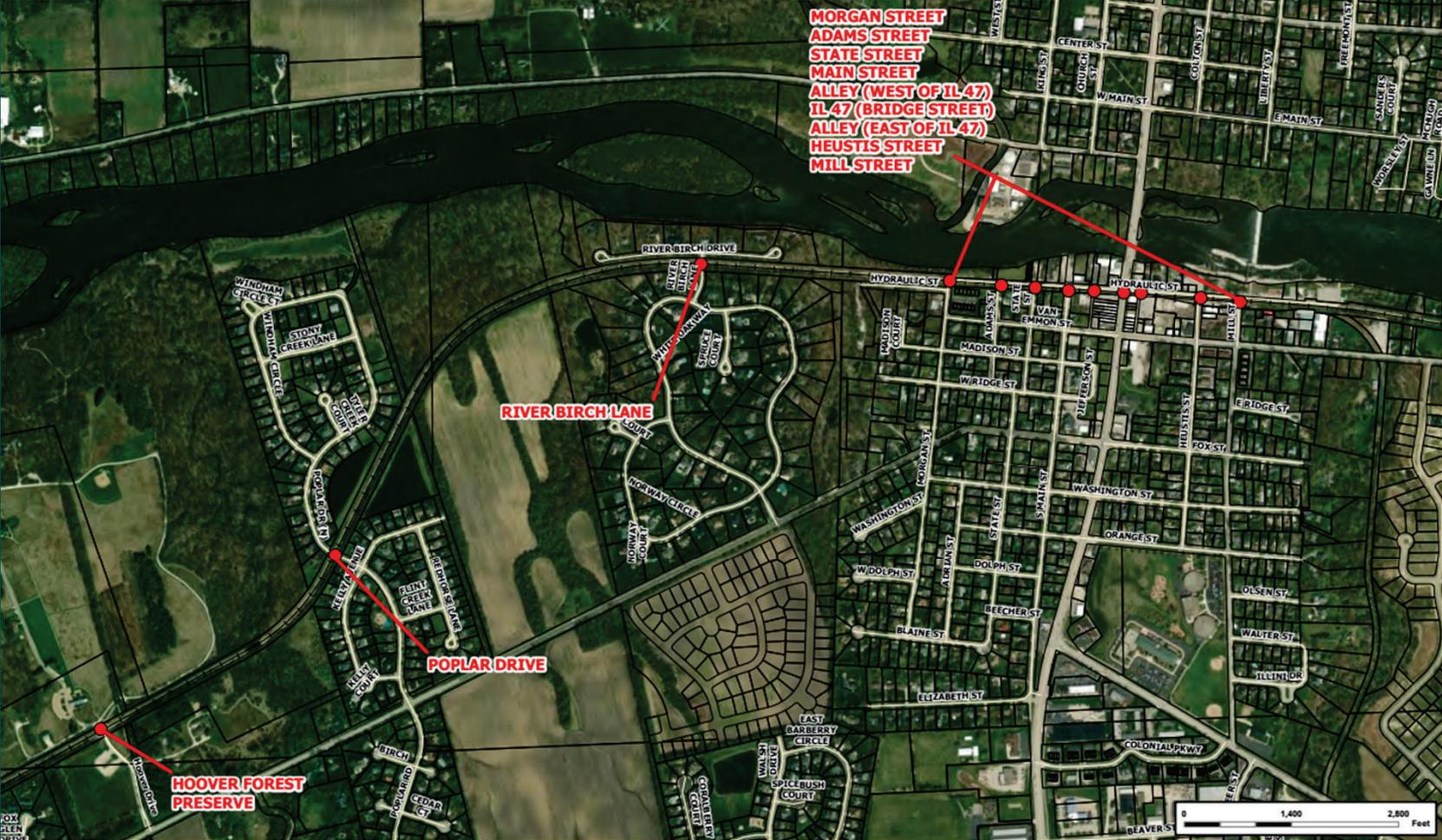
Submit Notice of
Intent

4

Submit Notice of
Establishment of
Quiet Zone



Downtown Quiet Zone



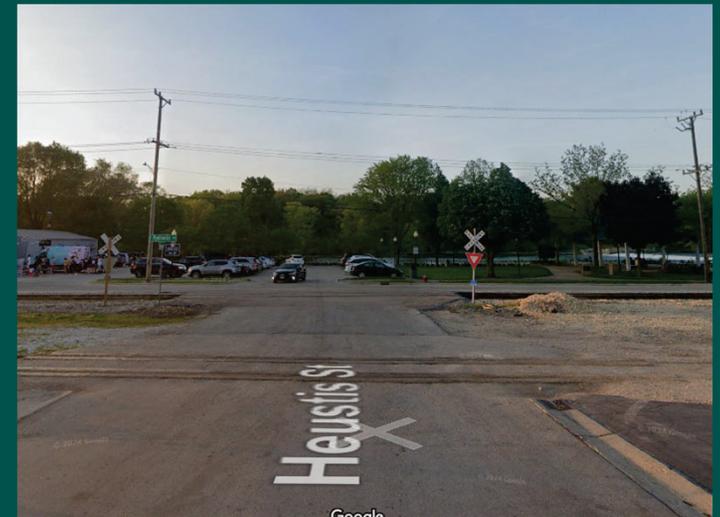
Downtown Quiet Zone

- Hoover Forest Preserve
 - CWT, Gates & Lights
- Poplar Drive
 - CWT, Gates & Lights
- River Birch Lane
 - Lights, No Gates or CWT
- Morgan Street
 - No Warning Devices
- Adams Street
 - No Warning Devices
- State Street
 - No Warning Devices
- Main Street
 - No Warning Devices
- West Alley
 - No Warning Devices
- IL Route 47
 - CWT, Gates & Lights
- East Alley
 - No Warning Devices
- Heustis Street
 - No Warning Devices
- Mill Street
 - No Warning Devices



Downtown Quiet Zone

- Warning Device Costs
 - \$700K for New Crossing Surface, Gates, Lights and CWT
 - CWT Will Require Drainage Improvement To Function Correctly
 - Hydraulic Avenue Considerations
 - Edge of Pavement Must Be Shifted 10' North To Allow Room for Gate Mechanisms
- Schedule
 - Requires Agreement Between Railroad and City ~ 12 Months
 - 90 Days for Material Procurement
 - 3 Weeks of Construction Per Crossing



Downtown Quiet Zone

- Funding Possibilities
 - Grade Crossing Inventory Fund
 - Pays for Crossing Updates Such as Gates, Signals & CWT
 - Gives Credit for Crossing Closures
 - Other Federal Opportunities
 - Currently None Available, Typically Come Out in October
 - Railroad Willing To Partner With City
 - Other State Opportunities
 - ITEP Project

Minor Street	AADT	Dates Collected
Adams Street	44 vehicles	12/17/2024 – 12/18/2024
Alley (East of IL 47)	545 vehicles	01/02/2025 – 01/03/2025
Alley (West of IL 47)	238 vehicles	12/20/2024 – 12/23/2024
Heustis Street	400 vehicles	12/27/2024 – 01/01/2025
Hoover Forest Preserve	91 vehicles	01/07/2025 – 01/08/2025
Illinois Route 47	24,800 vehicles	2023
Mill Street	392 vehicles	12/26/2024 – 12/27/2024
Morgan Street	274 vehicles	12/16/2024 – 12/17/2024
Poplar Drive	593 vehicles	01/06/2025 – 01/07/2025
River Birch Lane	52 vehicles	01/03/2025 – 01/06/2025
State Street	132 vehicles	12/18/2024 – 12/19/2024
South Main Street	281 vehicles	12/19/2024 – 12/20/2024



Next Steps – Downtown Quiet Zone

Preliminary Meeting
with FRA To Discuss
Quiet Zone Options

1

3

Investigate Grants
and Funding
Opportunities

Public Information Meeting
To Discuss Preliminary
Quiet Zone Options and
Possible Road Closures

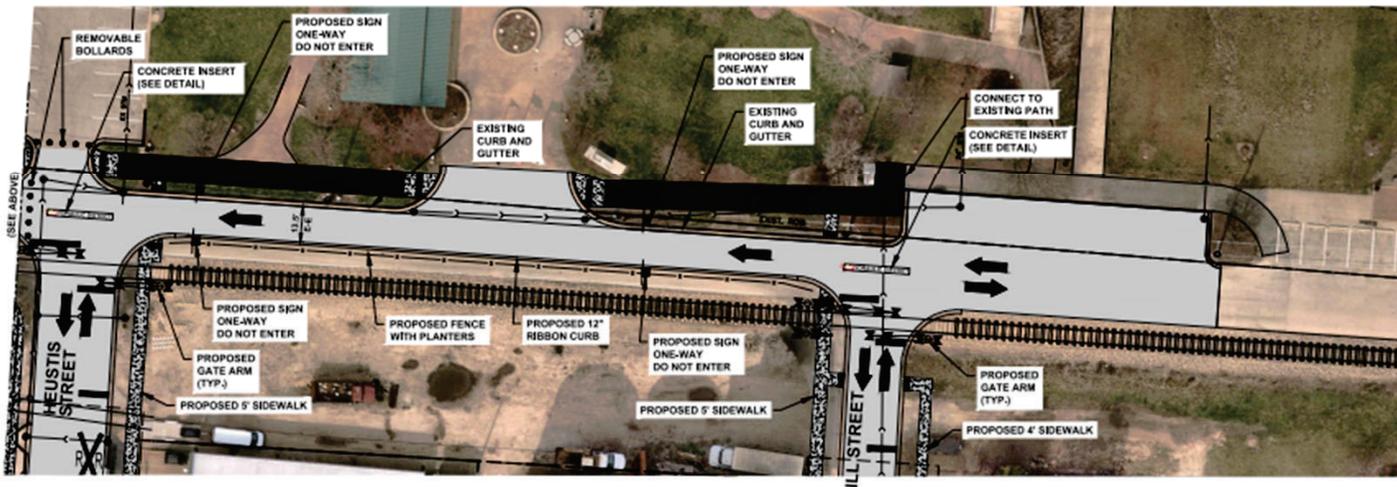
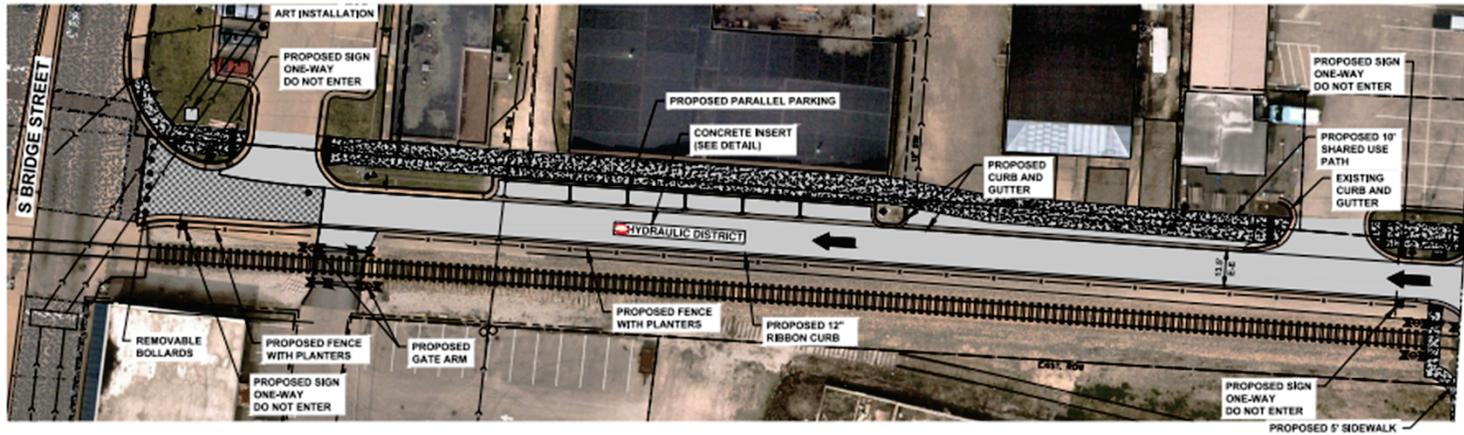
2

4

Engage Railroad To
Discuss Agreements and
Project Implementation for
Crossing Improvements



ITEP Project



LEGEND

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5'
- HOT-MIX ASPHALT SHARED USE PATH

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'



ITEP Project

- City was Selected for ITEP Grant (2.994M)
- 80/20 Split for Phase II, Phase III and Construction
- 50/50 Split for Street Lighting
- Phase I Engineering 100% Locally Funded
- Project Must Be Start Within 4 Years
- Proposed Schedule
 - Start Phase I Engineering October 2025 ~ 18-24 Months
 - Start Phase II Engineering Early 2027
 - November 2028 Letting



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-6149

June 09, 2025

Mr. John Purcell
Mayor
651 Prairie Pointe Drive
Yorkville, Illinois, 60560

Dear Mr. Purcell:

The Illinois Department of Transportation (IDOT) is pleased to inform you that the United City of Yorkville has been selected to receive funding from the Illinois Transportation Enhancement Program (ITEP) funding Cycle 16 (2024). 238 applications were received, requesting over \$393 million. After careful review and consideration, IDOT is awarding 67 projects, totaling over \$139 million.

The complete list of funded projects can be found on the [ITEP website](#).

Grantee: United City of Yorkville
Award amount: \$2,999,400.00
Project Title: East Hydraulic Streetscape Project
The ITEP number will be 356016.

All ITEP funded projects must have all phases of work fully obligated within four years of the date of this letter or funds will be rescinded.

This letter serves as a notification of award, but **NOT** an official Notice to Proceed. There are numerous critical steps that must be completed before work can commence. Any work started prior to receiving Notice to Proceed will not be eligible for reimbursement.

Please contact Steve Chery, IDOT District Three Local Roads and Streets Engineer, to schedule a kick-off meeting and receive instructions for proceeding with your project. Steve Chery may be reached at 815-434-8426 or steve.chery@illinois.gov.

Sincerely,

Gia Biagi
Secretary





QUESTIONS OR COMMENTS?





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

Agenda Item Number

New Business #4

Tracking Number

PW 2025-84

Agenda Item Summary Memo

Title: East Hydraulic District – ITEP Grant Phase I

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 16, 2026
Subject: ITEP Grant Phase I Engineering Agreement

Summary

Staff would like to request approval on the Phase I engineering agreement with EEI for the East Hydraulic Avenue Streetscape Project, in the amount of \$263,354. A budget amendment is needed to account for this amount. The budget amendment is attached. At the time of the adoption of the FY26 budget, this grant had not yet been awarded.

Overview

In May 2025, the City was awarded a \$2,999,400 grant from the Illinois Transportation Enhancement Program (ITEP) for the East Hydraulic Streetscape Project.

The City committed to pay up to 20% of the required local match for the projects construction and construction engineering. All design engineering costs (Phase I) will be fully covered by the City. The below project is estimated to be \$4,310,300, as you can see in the included detailed budget. The City would be investing approximately \$1,310,300 in matching funds.

In the original grant budget, Phase I engineering was estimated at \$270,000, the attached Phase I Engineering Agreement with EEI is in the amount of \$263,354. This is a fixed fee proposal, of which direct expenses are estimated at \$20,562. Since this cost was not included in the original budget—given that the grant was awarded to the City after the budget process had concluded—a proposed FY 2026 budget amendment has been prepared for your consideration. Under this amendment, the Project Costs line item in the Downtown TIF Fund would be increased from \$5,000 to \$270,000 to cover the additional engineering expenses associated with the grant project.

The Kick-Off meeting was held with IDOT District 3 officials on July 30th. It was encouraged that the City begin the Phase I process as soon as possible. Because this grant uses Federal funds, the City must use the Quality Based Selection (QBS) process for Phase II Engineering and Construction Engineering. This does lengthen the project timeline. The QBS process is mandated in Illinois for non-home rule municipalities for projects involving architects, engineers, and land surveyors that meet a certain financial threshold. Previously, the City used the QBS process for consultants during the East Van Emmon Resurfacing project through Kane/Kendall Council of Mayors Surface Transportation Program using Federal Funds. Those agreements will be forthcoming in future years as the project progresses.

This is going to be a multi-year project with the estimated letting anticipated in November 2028. There are several items that still need to be coordinated as part of this project. The City is actively working with the Railroad as well as IDOT for the IL 47 area. All funds need to be obligated, via letting, by June 9, 2029.

The Kick-Off meeting in July was the formal Notice to Proceed from IDOT. It is anticipated that EEI will coordinate a Public Information Meeting about the project in July 2026, this will be separate from a Council Meeting.

East Hydraulic Avenue Streetscape Project

Creation of a one-way street with the development of a multi-use path along East Hydraulic and a sidewalk along Mill Street and Heustis Street from East Hydraulic south to East Van Emmon Street.

Project Perimeters (Logical Termini):

Beginning at the corner of IL Route 47 east approximately 500 feet to the connection of the current multi-use path. An addition of sidewalk along Mill Street and Heustis Street from East Hydraulic Avenue south to East Van Emmon Street.

Brief Description:

The streetscape in the downtown beautifies and improves the visual character of the corridor and downtown, simplifies maintenance and contributes to an overall sense of place for Yorkville. Creating a one-way street will aid in traffic flow and will allow increased use of the river front area when events take place. The one-way street will include a pedestrian/bike component, a multi-use path will be built on the north side of East Hydraulic Avenue. This will increase safety by drawing pedestrians/bicyclists away from the train tracks. Staff is proposing hardscape between East Hydraulic Avenue and the railroad tracks by installing a fence barrier with landscaping elements. The grant includes funds for bike racks, in the nearby park and potential future festival area. Staff is proposing removable bollards to prohibit traffic during festival times. This will create a safe atmosphere by allowing pedestrian and bicyclists to enjoy the area and flow through without the worry of vehicular traffic.

Recommendation

Staff would like to request approval on the Phase I engineering agreement with EEI for the East Hydraulic Avenue Streetscape Project, in the amount of \$263,354 along with a corresponding budget amendment.

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 perform various improvements to E. Hydraulic Avenue, being converting E. Hydraulic Avenue into a one-way street, drainage improvements, pedestrian improvements on E. Hydraulic Avenue, Mill Street and Heustis Street, railway crossing improvements, and safety improvements on E. Hydraulic Avenue from Route 47 to Mill Street (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

findings of the Corporate Authorities.

Section 2. The Mayor and City Clerk are hereby authorized to execute a *E. Hydraulic Avenue Improvements – Phase I, United City of Yorkville, Professional Services Agreement*, 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

***E. Hydraulic Avenue Improvements – Phase I
United City of Yorkville
Professional Services Agreement***

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary Phase I engineering services to the City as indicated on the Scope of Services (Attachment B). Phase I Engineering for all roadways indicated on Attachment E will be provided. Phase II and Phase III Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Phase I Engineering will be paid for as a Fixed Fee (FF) in the amount of \$263,354, of which direct expenses are estimated at \$20,562. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the 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: 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:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2025 Standard Schedule of Charges



Attachment G: Huff & Huff Proposal
Attachment H: Rubino Engineering Proposal

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & Business Development



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



E. Hydraulic Avenue Improvements – Phase I United City of Yorkville, IL Professional Services Agreement

Attachment B – Scope of Services

The United City of Yorkville requires Phase I Engineering services for the E. Hydraulic Avenue Improvement project. This project will be funded through the Illinois Department of Transportation and will utilize Illinois Transportation Enhancement Program (ITEP) funding. A location map of the proposed improvements can be found in Attachment E of this proposal.

The scope of the project includes converting E. Hydraulic Avenue into a one-way street, drainage improvements, pedestrian improvements on E. Hydraulic Avenue, Mill Street and Heustis Street, railroad crossing improvements and safety improvements on E. Hydraulic Avenue from IL Route 47 to Mill Street.

In order to successfully complete this project, various items will need to be addressed during Phase I engineering. Our proposed scope of services will include the following:

1.1 Project Management, Coordination and Administration

- Project Management and Coordination
- Subconsultant Coordination and Review
- Coordination with the City
- Monitoring project schedule, staffing and budget

1.2 FHWA and IDOT Coordination and Meetings

- Kick-off Meeting with City Staff
- Review Meetings with City Staff (3 meetings)
- IDOT and FHWA Project Meetings (2 meetings)
- IDOT Project Development Report (PDR) Review Meetings (2 meetings)

1.3 Railroad (Omnitrax) Coordination

- Kick-Off Meeting with Railroad
- On-Going Progress Meetings with Railroad (3 meetings)
- Railroad Coordination
- Revisions Based on Railroad Comments
- Create Preliminary Cross Sections

1.4 Data Collection and Analysis of Existing Conditions

- Perform Design JULIE to obtain atlases from utility companies in the area
- Obtain information from the City regarding existing and proposed plans and any other pertinent information available to assist in the Phase I design
- Analysis of Existing Traffic Data
- Analysis of Existing Crash Data
- Analysis of Existing Railroad Data

1.5 Boundary and Topographic Survey and Field Inspection

- Boundary Survey to Determine ROW and Easement Needs
- Title Commitments



- Topographic Survey of the Proposed Limits along E. Hydraulic Avenue, Heustis Street and Mill Street will be Completed Including Structure Inventory Sheets that Shall Provide Invert Elevations, Top of Pipe Elevations, Sewer and Pipe Sizes for all Utilities and Sewers within the Project Limits
- Field Visit to Inspect the Existing Conditions

1.6 Geotechnical Coordination and Review

- Coordinate the Completion of Soil Borings by Rubino Engineering
- Coordinate Geotechnical Report with Rubino Engineering
- Review Geotechnical Report

1.7 Environmental Studies and Documentation

- Submit Environmental Survey Request (ESR)
 - Submit the ESR Prescreen Forms to IDOT
 - IDOT PESA Response
 - Biological Clearances
 - Cultural Clearances
 - Wetland Delineation and Report (Huff and Huff)
 - Waterway/Surface Waters Delineation and Report (Huff and Huff)
 - Special Lands and Section 4(f) Evaluation
 - Preliminary Environmental Site Assessment (PESA) (Huff and Huff)
 - Prepare Photo Log of Project Limits

1.8 Drainage Studies

- Identify and Evaluate the Existing Drainage Conditions and Address any Deficiencies
- Complete any Necessary Drainage Calculations
- Preliminary Storm Sewer and Ditch Sizing
- Drainage Technical Memorandum
- Identify Permits Required to be Obtained in Phase II
- QC/QA of Drainage Technical Memorandum

1.9 Proposed Improvement Plans, Typical Sections and Cost Estimates

- Create Proposed Improvement Plans
- ROW/Easement Needs Analysis
- Create Preliminary Typical Sections
- Preliminary Cost Estimate
- QC/QA

1.10 Traffic Maintenance

- Investigate Preliminary Maintenance of Traffic Schemes
- Maintenance of Traffic Typical Sections

1.11 Public Involvement

- Put Together Announcements, Brochures and Exhibits for Public Meeting
- Set up Public Meeting at Location of City's Choice
- Attend Public Meeting
- Respond to Comments Received During the Public Meeting and Send Out Meeting Minutes
- Any Additional Public Involvement Required by the FHWA



1.12 Preliminary Project Development Report (PDR)

- Prepare Draft PDR Report
- Prepare all Exhibits and Attachments Required for the PDR
- QC/QA
- Submit PDR to the City and IDOT for Review

1.13 Final Project Development Report (PDR)

- Make any Revisions to the PDR Report Based on Comments Received from IDOT and the City
- Prepare Final PDR Report for Design Approval
- QC/QA
- Prepare Disposition of IDOT and City Comments

Exclusions:

- No allowance has been made for any ROW appraisals or negotiations
- No allowance has been made for Phase II Design Engineering
- No allowance has been made for Phase III Construction Engineering
- No allowance has been made for the preparation of construction documents, as a result, no bidding and letting services will be provided
- No allowance has been made for a Preliminary Site Investigation (PSI)
- No allowance has been made to prepare permit applications or obtaining permits for the project. The project development report will only identify the permits that are to be acquired during Phase II engineering

The following program guidelines for the E. Hydraulic Avenue Improvements will be employed to ensure the best possible end result for the City:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Communicate with all parties relative to the status of the project through meetings, correspondence, and telephone conversations.
- Provide the required coordination between the City and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2527-P	
PROJECT TITLE		DATE	PREPARED BY
E. Hydraulic Avenue Improvements - Phase I		9/4/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 2	PE	SPT 2	SPT	ADMIN	HOURS	COST
		PERSON										
		RATE	\$256	\$243	\$218	\$208	\$175	\$182	\$171	\$75		
PRELIMINARY ENGINEERING												
1.1	Project Management, Coordination and Administration		6	24	92					6	128	\$ 27,874
1.2	FHWA and IDOT Coordination Meetings		4	8	16	16	6	4	16		70	\$ 14,298
1.3	Railroad (Omnitrax) Coordination		6	8	12	16	16	8	24		90	\$ 17,784
1.4	Data Collection and Analysis of Existing Conditions				4	20	24	4	12		64	\$ 12,012
1.5	Boundary and Topographic Survey and Field Inspection			40	18	10	32	50			150	\$ 30,424
1.6	Geotechnical Coordination and Review			4	4	8					16	\$ 3,508
1.7	Environmental Studies and Documentation			6	12	20	16	4	16		74	\$ 14,498
1.8	Drainage Studies			6	12	16	16	6	12	4	72	\$ 13,646
1.9	Proposed Improvement Plans, Typical Sections and Cost Estimates		6	6	16	32	48	8	48		164	\$ 31,202
1.10	Traffic Maintenance			2	8	20	24	6	16		76	\$ 14,418
1.11	Public Involvement		6	6	12	16	8	8	16	4	76	\$ 14,830
1.12	Preliminary Project Development Report (PDR)		2	6	20	32	60	8	32	4	164	\$ 30,714
1.13	Final Project Development Report (PDR)		2	4	8	24	32	4	16	4	94	\$ 17,584
Design Engineering Subtotal:			32	120	234	230	282	110	208	22	1,238	\$ 242,792
PROJECT TOTAL:			32	120	234	230	282	110	208	22	1,238	242,792

EEL STAFF

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

DIRECT EXPENSES

Printing/Scanning =	\$ 750
Rubino (Soil Borings) =	\$ 8,875
Huff & Huff (PESA) =	\$ 10,937
DIRECT EXPENSES =	\$ 20,562

LABOR SUMMARY

EEL Labor Expenses =	\$ 242,792
TOTAL LABOR EXPENSES	\$ 242,792

TOTAL COSTS \$ 263,354

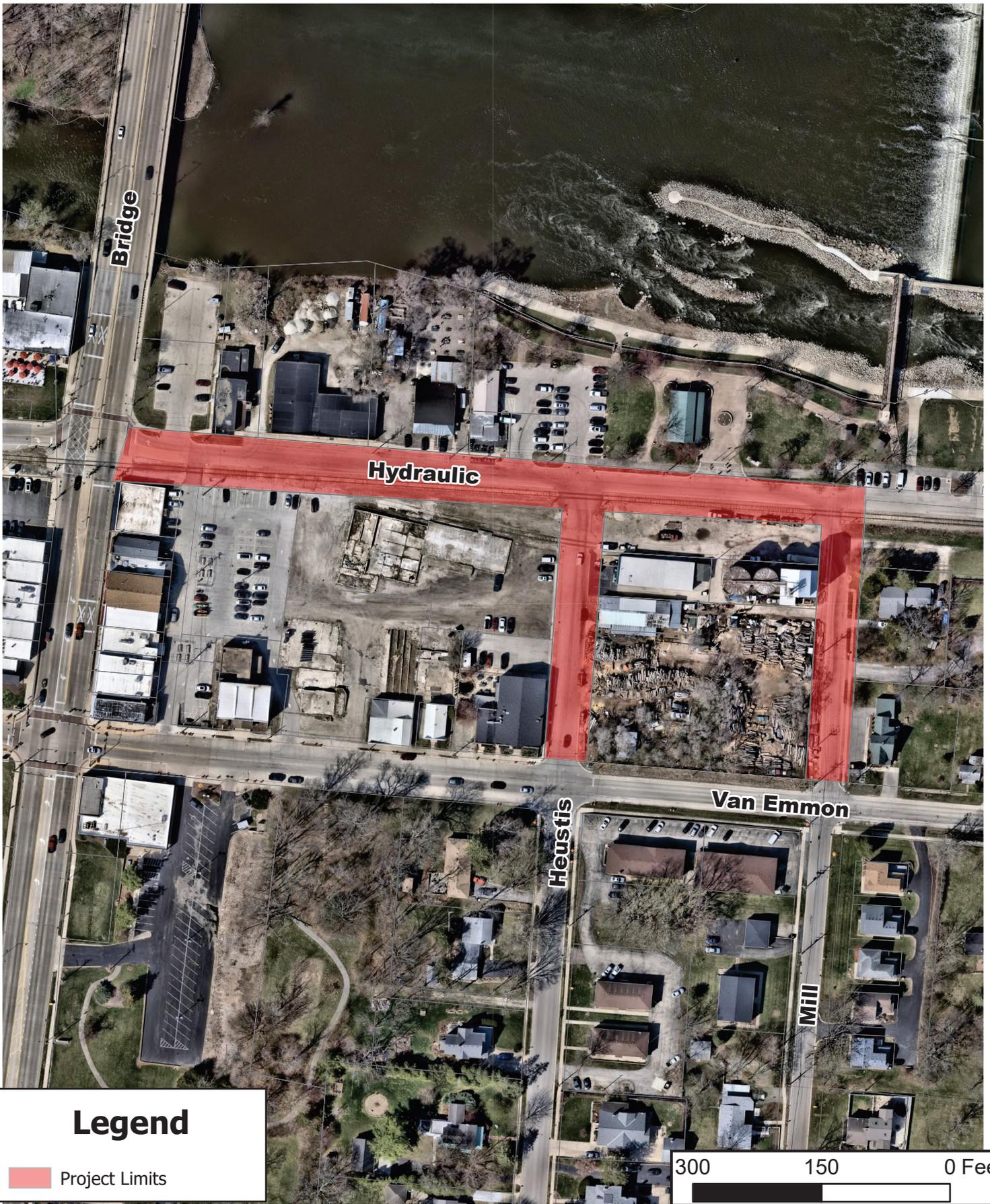


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2527-P	
PROJECT TITLE		DATE	PREPARED BY
E. Hydraulic Avenue Improvements - Phase I Engineering		9/3/25	CJO

TASK NO.	TASK DESCRIPTION	2025												2026												2027		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR									
PHASE I ENGINEERING																												
1.1	Project Management, Coordination and Administration																											
1.2	FHWA and IDOT Coordination and Meetings																											
1.3	Railroad (Omnitrax) Coordination																											
1.4	Data Collection and Analysis of Existing Conditions																											
1.5	Boundary and Topographic Survey and Field Inspection																											
1.6	Geotechnical Coordination and Review																											
1.7	Environmental Studies and Documentation																											
1.8	Drainage Studies																											
1.9	Proposed Improvement Plans, Typical Sections and Cost Estimates																											
1.10	Traffic Maintenance																											
1.11	Public Involvement																											
1.12	Preliminary Project Development Report (PDR)																											
1.13	Final Project Development Report (PDR)																											





Legend

 Project Limits



Engineering Enterprises, Inc.

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

DATE:	SEPTEMBER 2025
PROJECT NO.:	YO2447
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	YO2420_No.3 Bluestem Water Main Change Order

ATTACHMENT E E. HYDRAULIC AVENUE IMPROVEMENTS LOCATION MAP





ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



ATTACHMENT G

September 3, 2025

Mr. Christopher J. Ott, P.E., CPII
Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Via Email: COtt@eeiweb.com

**Re: Phase I Environmental Services: Hydraulic Avenue Improvements
Yorkville, Kendall County, Illinois
Proposal No.: 81.P013078.26**

Dear Mr. Ott:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Engineering Enterprises, Inc. (EEI or Client) to conduct Phase I environmental services for the proposed improvements project along Hydraulic Avenue in the City of Yorkville, Kendall County, Illinois (City). We understand the project involves reconstruction along Hydraulic Avenue with project limits extending from South Bridge Street to just east of Mill Street (approximately 1,000 feet) and including improvements along both Heustis Street and Mill Street from E Van Emmon Street to E Hydraulic Avenue (approximately 320 feet each roadway). Client has requested completion of a wetland and waterway/surface waters delineation and a Preliminary Environmental Site Assessment (PESA).

This proposal presents our: Project Understanding; Scope of Services; Level of Effort, Cost, and Schedule; and Proposal Acceptance. Terms and Conditions are included as an attachment.

1. PROJECT UNDERSTANDING

EEI provided the following documents that shall serve as our basis of understanding in preparing the attached scope and fee:

- Two pages of Plan Sheets from Illinois Transportation Enhancement Program (ITEP) Application, including Hydraulic Avenue Improvements (Sheet 1 of 2) and Heustis Street and Mill Street Improvements;
- Phase I Environmental Site Assessment – Three Parcels Near IL Route 47 & East van Emmon Street, dated October 31, 2012, by Terracon Consultants, Inc. (262-pages); and
- Email correspondence on August 29, 2025, with brief description of improvements.

Based on our understanding of the project, GZA has made the following assumptions and comments:

- The Hydraulic Avenue reconstruction improvements are part of a larger City of Yorkville Hydraulic District Revitalization Project associated with commercial businesses and recreational areas within the Hydraulic District.
- ITEP Funding is anticipated to be part of this project, and the project is to follow IDOT protocols;
- The project limits are estimated based on Client provided ITEP Application Figures;
- The scope of the project includes reconstruction of the existing road, installation of new curb, sidewalk removal and replacement, railroad crossing improvements and other related work;



- GZA will complete field delineation of wetlands, surface waters/waterways, and constructed stormwater features within the project limits, and will estimate wetland and surface waters/waterway boundaries 100 feet beyond the project limits; and
- Access to all areas within the project limits, as well as 100 feet beyond the project limits, to conduct field assessments will be provided by Client.

2. SCOPE OF SERVICES

Task 1 – Wetland and Surface Waters Delineation and Report

GZA understands that wetlands and constructed stormwater features may be located within or immediately adjacent to the project limits. GZA proposes to conduct a wetland and waterway/surface waters delineation for the proposed project within the designated project limits in accordance with:

- The February 25, 2022, edition of the USACE Chicago District Nationwide Permit (NWP) Program;
- The U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual);
- The City of Yorkville Municipal Code of Ordinances, Chapter 16 “Wetland Protection and Water Quality and Stormwater Management Benefits”; and
- The May 18, 2021, edition of the Kendall County Stormwater Management Ordinance (SMO) for any areas within the project limits located within Unincorporated, Kendall County.

Wetland permitting and mitigation coordination are not included in this scope of services.

Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include:

- Current and Historical Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Kendall County;
- Hydric Soils of the United States;
- U.S. Fish and Wildlife Service (FWS), National Wetlands Inventory (NWI) Maps;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases.

Actively farmed agricultural land is not present within the project limits. Therefore, a farmed wetland determination (FWD) will not be required and is not included within this scope of services.

On-Site Investigation (Field Inventory)

GZA proposes to conduct on-site investigations of all potential wetlands, surface waters/waterways, and constructed stormwater features within the project limits. Proposed services include: the identification and delineation of wetlands; the determination of high-quality wetlands and surface waters as defined by the USACE. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for identified wetlands. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. Surface waters delineation field activities include



the determination of the Ordinary High-Water Mark (OHWM) of identified waterways. GZA will also estimate wetlands and/or surface waters boundaries present within 100 feet of the project limits. This is necessary to determine buffer boundaries that may extend into the project limits. The wetland and surface waters perimeters within the project limits will be surveyed by GZA using a Global Positioning System (GPS) unit.

Field delineations will be completed within the growing season for Kendall County, which is between approximately April 15th and October 15th. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. If the delineation is completed outside of the growing season, additional field visits will be required, which are not included in this scope.

Wetland Report

Upon completion of the field delineation, a Wetland Delineation Report will be prepared summarizing the findings of the off-site record/document review and the on-site investigation. This report will be submitted to the Client as a PDF only. The Shapefiles of the wetland, waterway/surface waters, and constructed stormwater feature boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands, surface waters/waterways, and constructed stormwater features;
- USACE data sheets with FQAs, as required;
- Farmed Wetland Determination (FWD) aerials and associated review information;
- Color photos of the wetlands and the data points; and
- Written description of wetland functional classification.

The wetland, surface waters/waterways, and constructed stormwater features boundary maps will be derived from the GPS survey of these features. Shapefiles for the surveyed areas will be provided to the Client digitally. The wetland and surface waters/waterway layers will be separated for use by the Client for their construction drawings.

Task 2 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published in September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

Sub-Task A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.



Sub-Task B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

Sub-Task C. Records Review

We propose obtaining a corridor specific database for this project. A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

Sub-Task D. Report Preparation

One report summarizing the results of the evaluation will be prepared, including the following information:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 3 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

Task 4 – QA/QC

Time under this task includes QA/QC time for the deliverables as described above.

3. LEVEL OF EFFORT, COST, AND SCHEDULE

The attached tables summarize the estimated cost to complete the project. The PESA work will commence within 5 days of the notice to proceed (NTP). The wetland and surface waters delineation will be completed during the growing season, between April 15th and October 15th, with an anticipated completion of the wetland delineation report within six weeks after completion of the field work. The PESA will require approximately six (6) weeks to complete. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

The estimated hours and costs for this scope of work are presented in the attached Cost Sheets in IDOT BLR 05514 CPFF format.



3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA’s report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc., a subsidiary of GZA

Jeremy J. Reynolds, P.G.
Associate Principal

Lailah Reich, PWS, CWS, ISA Arborist, DECI
Senior Technical Specialist

Attachments: Terms and Conditions, Client Provided Information, Cost Sheets

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of ENGINEERING ENTERPRISES, INC.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



September 3, 2025
81.P013078.26 Hydraulic Avenue Improvements
Yorkville, Kendall County, Illinois
ATTACHMENTS

ATTACHMENT A
TERMS AND CONDITIONS



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2025 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, the Client, named in the Proposal. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all Services ordered by you and performed by GZA.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION", "LIMITATION OF REMEDIES" AND "DISPUTES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
- 2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
- 3) **Standard of Care; Warranties.**
 - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
 - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
 - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 4) **Payment.**
 - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
- 5) **Your Responsibilities.**
 - a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
 - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
 - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
 - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
 - d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
- 6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

- 7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - that are not correctly marked by the appropriate utility.
- 8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.
- 9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 13) **Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give

you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.

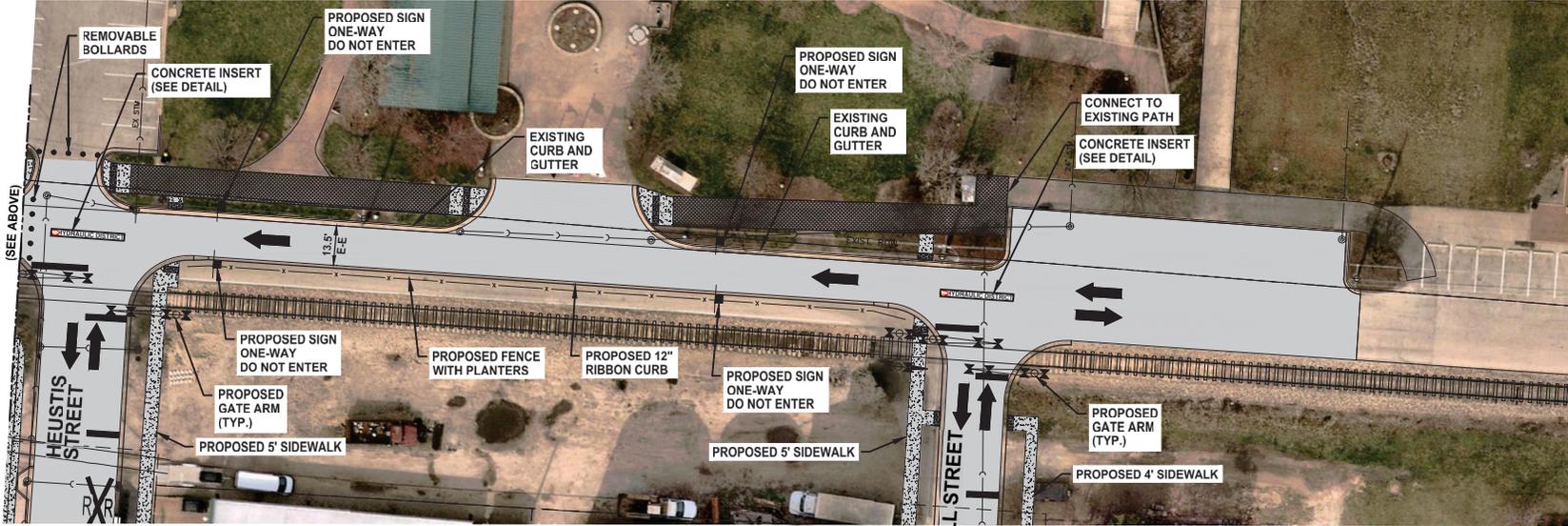
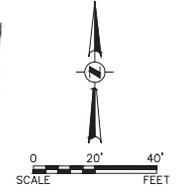
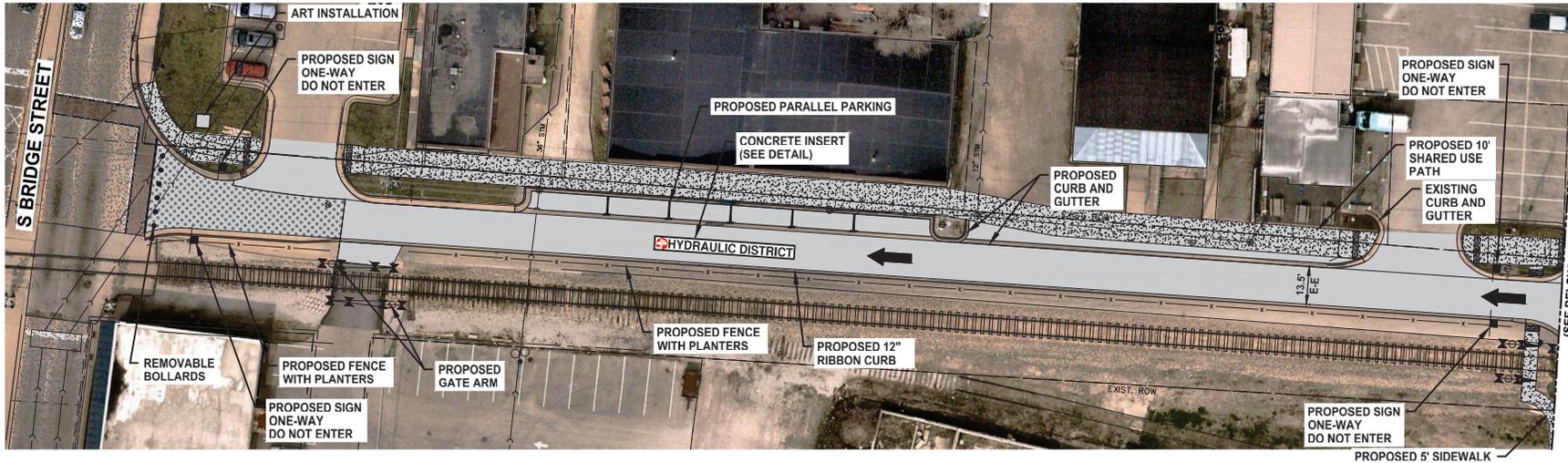
- 17) Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 18) Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct. The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.
- 19) Limitation of Remedies.**
- a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims (arising in tort, by contract or otherwise, and specifically including any indemnification or contribution obligation owed by GZA, arising under contract or at common law, if any) arising out of this Agreement or in any way related to GZA's Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
 - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - c) Any claim (as described in 19(a)) against GZA related in any way to the Services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's Services. This waiver may not be construed to extend any applicable statute of limitations.
 - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.
 - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
 - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 20) Disputes.**
- a) Subject to the provisions of 20(d) below, all disputes between you and GZA shall be subject to non-binding mediation.
 - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
 - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
 - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one-year waiver period described in 19(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to remit payment in full (including interest, costs, attorneys fees and all other charges permitted by Section 4(c)) within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter or the letter is otherwise undeliverable to your address of record with GZA or with the Secretary of State in the jurisdiction where you are organized) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
 - e) In the event GZA commences litigation to recover payment of an unpaid invoice, you shall not be permitted to interpose any counterclaim. Any claim against GZA which remains viable under the terms of this Agreement must instead be brought in a separate action against GZA, subject to the terms of this Agreement, including, without limitation, the pre-suit certification requirement contained in Section 20(g).
 - f) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
 - g) You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

- h) With regard to Sections 5, 6, 8, 19 and 20 of this Agreement, the terms "claim", "any claim" and "all claims" shall be defined as broadly as legally possible, including without limitation any and all claims arising in contract (including indemnification obligations owed by GZA, if any), tort or by any other legal theory or argument.
- 21) **Miscellaneous.**
- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
 - b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.
 - c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
 - d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
 - e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
 - f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
 - g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
 - h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
 - i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
 - j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
 - k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
 - l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
 - m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
 - n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.
- 22) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.
- 23) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
 - b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
 - c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
 - d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.



September 3, 2025
81.P013078.26 Hydraulic Avenue Improvements
Yorkville, Kendall County, Illinois
ATTACHMENTS

ATTACHMENT B
CLIENT PROVIDED INFORMATION



LEGEND

- PROP HMA PAVEMENT AND RESURFACING AND REPLACEMENT
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP COMB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- HOT-MIX ASPHALT SHARED USE PATH

SCALE:
 HORIZONTAL 1" = 20'
 VERTICAL 1" = 5'

Printed: September 5, 2024, 8:10:30 AM By: Jm. Spindler - Title: Hydraulic Ave - 22434

Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.468.6700 / www.eelweb.com

UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS
 YORKVILLE, IL 60560

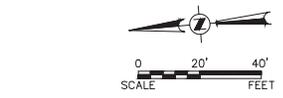
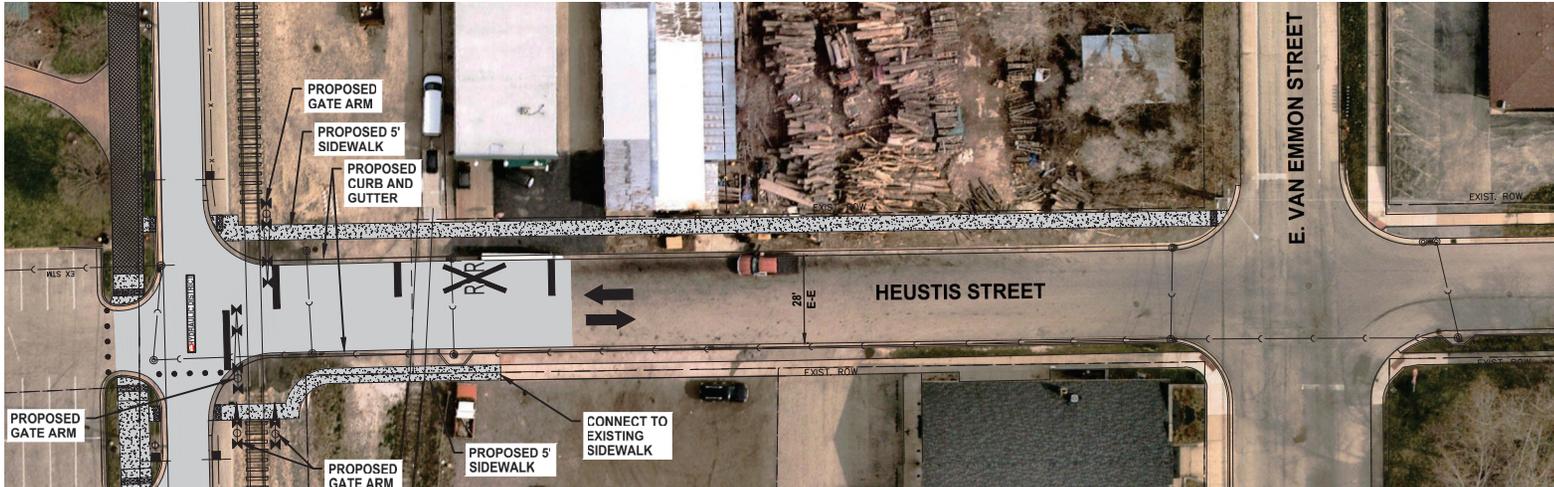
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NO.	DATE	REVISIONS

ITEP APPLICATION

HYDRAULIC AVENUE IMPROVEMENTS

DATE: SEPTEMBER 2024
 PROJECT NO: YO2447
 FILE: YO2447-PLAN
 SHEET **1** OF **2**

PROJECT: HYDRAULIC AVENUE IMPROVEMENTS; DATE: 09/05/2024; TIME: 08:10:30 AM; USER: JMS



LEGEND

-  PROP HMA PAVEMENT AND RESURFACING
-  PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
-  PROP COMB CONC CURB AND GUTTER
-  PROP 12" RIBBON CURB
-  PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5"
-  HOT-MIX ASPHALT SHARED USE PATH



HYDRAULIC DISTRICT

CONCRETE INSERT DETAIL

SCALE:
HORIZONTAL 1" = 20"
VERTICAL 1" = 5"

Printed: September 5, 2024 @ 9:54 AM By: Jim Schmidt - Title: Heustis/Mill Street - 2204

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

UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS
 YORKVILLE, IL 60560

NO.	DATE	REVISIONS

ITEP APPLICATION

HEUSTIS STREET AND MILL STREET IMPROVEMENTS

DATE: SEPTEMBER 2024
 PROJECT NO: Y02447
 FILE: Y02447-PLAN
 SHEET **2** OF **2**

PROJECT: Y02447-PLAN-02 YORKVILLE, ILLINOIS Y02447-PLAN-ENGINEERING ENTERPRISES, INC.



September 3, 2025
81.P013078.26 Hydraulic Avenue Improvements
Yorkville, Kendall County, Illinois
ATTACHMENTS

ATTACHMENT C
COST SHEETS



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency City of Yorkville	County Kendall	Section Number
---	--------------------------	---------------------------

Prime Consultant (Firm) Name Engineering Enterprises, Inc.	Prepared By JJR/LRR	Date 8/15/2025
--	-------------------------------	--------------------------

Consultant / Subconsultant Name Huff & Huff, Inc., a subsidiary of GZA, Inc.	Job Number
--	-----------------------

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Hydraulic Avenue Improvements - Phase I Environmental Services (Wetlands and PESA)

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	184.39%
START DATE	10/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2026		% OF RAISE	3.00%
END DATE	3/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2025	3/1/2026	5	27.78%
1	3/2/2026	3/1/2027	12	68.67%

The total escalation = 2.34%

Local Public Agency	County	Section Number
City of Yorkville	Kendall	
Consultant / Subconsultant Name		Job Number
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	2.34%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$90.00	\$90.00
Associate Principal II	\$78.91	\$80.76
Associate Principal I	\$72.41	\$74.10
Senior Consultant I	\$64.97	\$66.49
Senior Project Manager III	\$75.84	\$77.61
Senior Project Manager II	\$63.84	\$65.33
Senior Project Manager I	\$59.95	\$61.35
Senior Landscape Architect	\$63.40	\$64.88
Senior Planning PM	\$61.44	\$62.88
Senior Technical Specialist II	\$63.69	\$65.18
Senior Technical Specialist I	\$56.07	\$57.38
CADD Designer	\$45.27	\$46.33
Scientist PM II	\$54.41	\$55.68
Scientist PM I	\$47.56	\$48.67
Assistant PM Scientist	\$39.33	\$40.25
Environmental Engineer PM II	\$52.00	\$53.22
Environmental Engineer PM I	\$48.90	\$50.04
Geotechnical Engineer PM I	\$52.74	\$53.97
Assistant PM Engineer I	\$41.12	\$42.08
Engineer I	\$36.84	\$37.70
Scientist SI	\$35.69	\$36.52
Scientist SII	\$31.95	\$32.70
Technical Graphics Technician	\$29.42	\$30.11
Architectural Historian	\$42.20	\$43.19
Administrative Executive	\$54.99	\$56.28
Administrative Manager	\$46.97	\$48.07
Senior Administrative Assistant	\$37.90	\$38.79

Local Public Agency

City of Yorkville

County

Kendall

Section Number

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	180	\$0.70	\$126.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	4	\$3.00	\$12.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Field Kit	Daily Rate	2	\$35.00	\$70.00
ERIS E4 Database	Actual Cost	1	\$350.00	\$350.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$558.00

Local Public Agency

City of Yorkville

County

Kendall

Section Number

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **184.39%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Wetland/WOUS Delineation & Report	69	19	957	1,765	316	0	3,038	27.78%
PESA	489	47	1,615	2,978	533	0	5,126	46.87%
Project Administration	0	3.5	218	402	72	0	692	6.33%
QAQC	0	6.5	480	885	158	0	1,523	13.93%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$558.00						\$558.00	5.10%
TOTALS		76	3,270	6,030	1,079	-	10,937	100.00%

9,300

Local Public Agency

City of Yorkville

County

Kendall

Section Number

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Wetland/WOUS Delineation & Report			PESA			Project Administration			QAQC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	0.0																	
Associate Principal II	80.76	2.5	3.29%	2.66							1	28.57%	23.07	1.5	23.08%	18.64			
Associate Principal I	74.10	3.5	4.61%	3.41										3.5	53.85%	39.90			
Senior Consultant I	66.49	12.5	16.45%	10.94	10	52.63%	34.99				1	28.57%	19.00	1.5	23.08%	15.34			
Senior Project Manager III	77.61	0.0																	
Senior Project Manager II	65.33	0.0																	
Senior Project Manager I	61.35	0.5	0.66%	0.40							0.5	14.29%	8.76						
Senior Landscape Architect	64.88	0.0																	
Senior Planning PM	62.88	0.0																	
Senior Technical Specialist II	65.18	0.0																	
Senior Technical Specialist I	57.38	0.0																	
CADD Designer	46.33	0.0																	
Scientist PM II	55.68	0.0																	
Scientist PM I	48.67	0.0																	
Assistant PM Scientist	40.25	3.0	3.95%	1.59				2	4.26%	1.71	1	28.57%	11.50						
Environmental Engineer PM II	53.22	0.0																	
Environmental Engineer PM I	50.04	0.0																	
Geotechnical Engineer PM I	53.97	0.0																	
Assistant PM Engineer I	42.08	0.0																	
Engineer I	37.70	0.0																	
Scientist SI	36.52	21.0	27.63%	10.09	2	10.53%	3.84	19	40.43%	14.77									
Scientist SII	32.70	19.0	25.00%	8.17				19	40.43%	13.22									
Technical Graphics Technician	30.11	12.0	15.79%	4.75	6	31.58%	9.51	6	12.77%	3.84									
Architectural Historian	43.19	0.0																	
Administrative Executive	56.28	0.0																	
Administrative Manager	48.07	0.0																	
Senior Administrative Assistant	38.79	2.0	2.63%	1.02	1	5.26%	2.04	1	2.13%	0.83									
TOTALS		76.0	100%	\$43.04	19.0	100.00%	\$50.39	47.0	100%	\$34.36	3.5	100%	\$62.33	6.5	100%	\$73.88	0.0	0%	\$0.00

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Site Access	Open site
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Soil Sampling Intervals	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Groundwater Readings	During drilling and upon auger removal

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS WITH	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
3	10	E Hydraulic Avenue (B-01, B-02, B-03)	2 ½ ft to 10 ft	USCS
1	10	Heustis Avenue (B-04)		
1	10	Mill Street (B-05)		

5 Total Borings 50 Total Lineal Feet

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Hydraulic Avenue. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	20	Split spoon
Atterberg Limits	1	Split spoon

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
CCDD Lab Testing	8 – 12
CCDD and Geo Reporting	5 - 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of

privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 850.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 3,800.00	Lump sum
	Traffic Control – Flaggers	\$ 2,100.00	Per day
Lab	Geotechnical Lab Tests as described above	\$ 275.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,850.00	Lump sum
		\$8,875.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

Rubino Engineering, Inc.

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com



Anthony T. Tomaras, PG
Project Manager
anthony@rubinoeng.com

Prepared By: Jonathan Ignarski, jonathan@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2025 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/06/2024

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

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

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger
	PHONE (A/C No. Ext): 630 625-5219 FAX (A/C No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056
	INSURER B: Pacific Insurance Company, Limited NAIC # 10046
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			PSA0001881	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2024	09/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002789	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			83OH056719924	09/01/2024	09/01/2025	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.
 Some or all officers are excluded from Workers Compensation coverage.

CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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 #S46128240/M46082929

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DBDZP

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

PRELIMINARY COST ESTIMATE



JOB NO:	YO2447-C
DESIGNED:	CJO
DATE:	September 4, 2024
PROJECT TITLE:	Hydraulic Avenue Improvements - ITEP Application

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXCAVATION	CU YD	1,500	\$ 45.00	\$ 67,500.00
2	PERIMETER EROSION BARRIER	FOOT	1,830	\$ 4.00	\$ 7,320.00
3	INLET FILTERS	EACH	18	\$ 200.00	\$ 3,600.00
4	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	3,040	\$ 25.00	\$ 76,000.00
5	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	1,170	\$ 15.00	\$ 17,550.00
6	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	290	\$ 20.00	\$ 5,800.00
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	5,940	\$ 0.25	\$ 1,485.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	\$ 0.10	\$ 60.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	610	\$ 95.00	\$ 57,950.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	310	\$ 110.00	\$ 34,100.00
11	PORTLAND CEMENT CONCRETE PAVEMENT, 8"	SQ YD	190	\$ 125.00	\$ 23,750.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SQ FT	9,550	\$ 10.00	\$ 95,500.00
13	DETECTABLE WARNINGS	SQ FT	200	\$ 40.00	\$ 8,000.00
14	PAVEMENT REMOVAL	SQ YD	3,900	\$ 12.00	\$ 46,800.00
15	COMBINATION CURB AND GUTTER REMOVAL	FOOT	657	\$ 6.00	\$ 3,942.00
16	SIDEWALK REMOVAL	SQ FT	6,450	\$ 2.00	\$ 12,900.00
17	DRAINAGE IMPROVEMENTS	L SUM	1	\$ 50,000.00	\$ 50,000.00
18	MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	9	\$ 1,500.00	\$ 13,500.00
19	INLETS TO BE ADJUSTED WITH NEW FRAME AND GRATE	EACH	9	\$ 1,000.00	\$ 9,000.00
20	SANITARY MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	2	\$ 2,500.00	\$ 5,000.00
21	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 500.00	\$ 500.00
22	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,367	\$ 40.00	\$ 54,680.00
23	CONCRETE RIBBON CURB	FOOT	720	\$ 35.00	\$ 25,200.00
24	NON-SPECIAL WASTE DISPOSAL	CU YD	750	\$ 100.00	\$ 75,000.00
25	REGULATED SUBSTANCE PRE-CONSTRUCTION PLAN	EACH	1	\$ 3,000.00	\$ 3,000.00
26	SOIL DISPOSAL ANALYSIS	EACH	2	\$ 1,500.00	\$ 3,000.00
27	REGULATED SUBSTANCES MONITORING	CAL DAY	20	\$ 1,000.00	\$ 20,000.00
28	REGULATED SUBSTANCE FINAL CONSTRUCTION REPORT	EACH	1	\$ 2,000.00	\$ 2,000.00
29	MOBILIZATION	L SUM	1	\$ 100,000.00	\$ 100,000.00
30	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 50,000.00	\$ 50,000.00
31	CHANGEABLE MESSAGE SIGN	CAL DAY	120	\$ 75.00	\$ 9,000.00
32	ROADWAY SIGNAGE	L SUM	1	\$ 7,500.00	\$ 7,500.00
33	PAVEMENT STRIPING	L SUM	1	\$ 7,500.00	\$ 7,500.00
34	DECORATIVE STREET LIGHTS (INCLUDES FOUNDATION, CONDUIT AND WIRE)	EACH	10	\$ 21,000.00	\$ 210,000.00
35	LIGHTING CONTROLLER, COMPLETE	EACH	1	\$ 25,000.00	\$ 25,000.00
36	HOT-MIX ASPHALT SHARED USE PATH	TON	50	\$ 200.00	\$ 10,000.00
37	HOT-MIX ASPHALT DRIVEWAY, 3"	SQ YD	210	\$ 40.00	\$ 8,400.00
38	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	\$ 5,000.00	\$ 5,000.00
39	RAILROAD FLAGGERS	CAL DAY	25	\$ 1,500.00	\$ 37,500.00
40	RAILROAD CROSSING IMPROVEMENTS (INCLUDES GATES AND PCC CROSSING)	EACH	3	\$ 300,000.00	\$ 900,000.00
41	RESTORATION	SQ YD	1,920	\$ 15.00	\$ 28,800.00
42	LANDSCAPE IMPROVEMENTS	L SUM	1	\$ 50,000.00	\$ 50,000.00
43	ART INSTALLATION	L SUM	1	\$ 25,000.00	\$ 25,000.00
44	CONCRETE INSERTS	L SUM	1	\$ 80,000.00	\$ 80,000.00
45	REMOVABLE BOLLARS	L SUM	1	\$ 7,500.00	\$ 7,500.00
46	DECORATIVE FENCE INSTALLATION	FOOT	695	\$ 100.00	\$ 69,500.00

SUBTOTAL	\$	2,353,837.00
CONTINGENCY (25%)	\$	589,000.00
PRELIMINARY TOTAL W/ CONTINGENCY	\$	2,942,837.00
PRELIMINARY TOTAL W/ CONTINGENCY & INFLATION (4%) (2028)	\$	3,310,300.00
PHASE I ENGINEERING	\$	270,000.00
PHASE II ENGINEERING	\$	330,000.00
PHASE III ENGINEERING	\$	400,000.00
TOTAL PRELIMINARY COST ESTIMATE	\$	4,310,300.00



Ordinance No. 2025-____

AN ORDINANCE AUTHORIZING THE FOURTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING ON APRIL 30, 2026

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2025-28 on April 8, 2025 adopting an annual budget for the fiscal year commencing on May 1, 2025 and ending on April 30, 2026; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1. That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF fund with respect to the United City of Yorkville’s 2025-2026 Budget are hereby approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

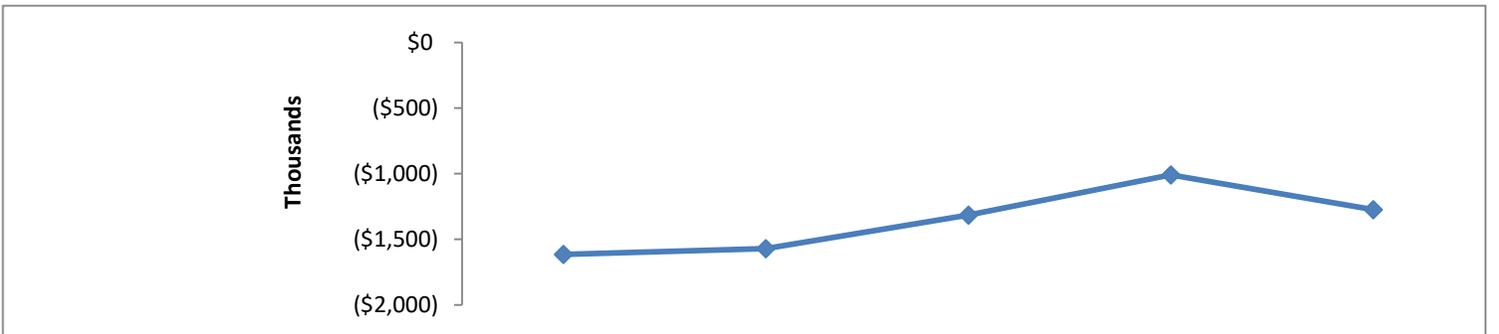
MAYOR

Attest:

CITY CLERK

DOWNTOWN TIF FUND (88)

	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026 Adopted Budget	FY 2026 Amended Budget
Revenue					
Taxes	\$ 100,932	\$ 121,458	\$ 224,315	\$ 396,672	\$ 396,672
Miscellaneous	-	-	175,604	-	-
Total Revenue	\$ 100,932	\$ 121,458	\$ 399,919	\$ 396,672	\$ 396,672
Expenditures					
Contractual Services	\$ 72,810	\$ 77,041	\$ 109,957	\$ 83,822	\$ 83,822
Capital Outlay	3,120	-	34,856	5,000	270,000
Total Expenditures	\$ 75,930	\$ 77,041	\$ 144,813	\$ 88,822	\$ 353,822
Surplus (Deficit)	\$ 25,002	\$ 44,417	\$ 255,106	\$ 307,850	\$ 42,850
Ending Fund Balance	\$ (1,614,928)	\$ (1,570,512)	\$ (1,315,406)	\$ (1,008,841)	\$ (1,272,556)



United City of Yorkville
Downtown TIF Fund

88

DOWNTOWN TIF FUND REVENUE

Account	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026	FY 2026
				Adopted Budget	Amended Budget
Taxes					
88-000-40-00-4000 PROPERTY TAXES	\$ 100,932	\$ 121,458	\$ 224,315	\$ 396,672	\$ 396,672
Total: Taxes	\$ 100,932	\$ 121,458	\$ 224,315	\$ 396,672	\$ 396,672
Other Financing Sources					
88-000-49-00-4910 SALE OF CAPITAL ASSETS	\$ -	\$ -	\$ 175,604	\$ -	\$ -
Total: Other Financing Sources	\$ -	\$ -	\$ 175,604	\$ -	\$ -
Total: DOWNTOWN TIF REVENUE	\$ 100,932	\$ 121,458	\$ 399,919	\$ 396,672	\$ 396,672

United City of Yorkville
Downtown TIF Fund

880

DOWNTOWN TIF FUND EXPENDITURES

Account	FY 2023 Actual	FY 2024 Actual	Unaudited FY 2025 Budget	FY 2026	FY 2026
				Adopted Budget	Amended Budget
Contractual Services					
88-880-54-00-5401 ADMINISTRATIVE CHARGEBACK	\$ 31,102	\$ 32,129	\$ 32,046	\$ 12,258	\$ 12,258
88-880-54-00-5425 TIF INCENTIVE PAYOUT	37,835	41,812	66,772	69,064	69,064
88-880-54-00-5462 PROFESSIONAL SERVICES	3,873	3,100	11,139	2,500	2,500
Total: Contractual Services	\$ 72,810	\$ 77,041	\$ 109,957	\$ 83,822	\$ 83,822
Capital Outlay					
88-880-60-00-6000 PROJECT COSTS	\$ -	\$ -	\$ 34,856	\$ 5,000	\$ 270,000
88-880-60-00-6079 ROUTE 47 EXPANSION	3,120	-	-	-	-
Total: Capital Outlay	\$ 3,120	\$ -	\$ 34,856	\$ 5,000	\$ 270,000
Total: DOWNTOWN TIF EXPENDITURES	\$ 75,930	\$ 77,041	\$ 144,813	\$ 88,822	\$ 353,822



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

Agenda Item Number

New Business #5

Tracking Number

PW 2025-85

Agenda Item Summary Memo

Title: Cannonball Trail Shared Use Path – Feasibility Study Presentation

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



CANNONBALL TRAIL SHARED USE PATH – FEASIBILITY STUDY

United City of Yorkville



Agenda

1. Review of Project Scope
2. Review of Options
 - Option 1
 - Option 2
 - Option 3/3A
 - Option 4
3. Cost Summary
4. Questions





REVIEW OF
PROJECT SCOPE

PROJECT SCOPE

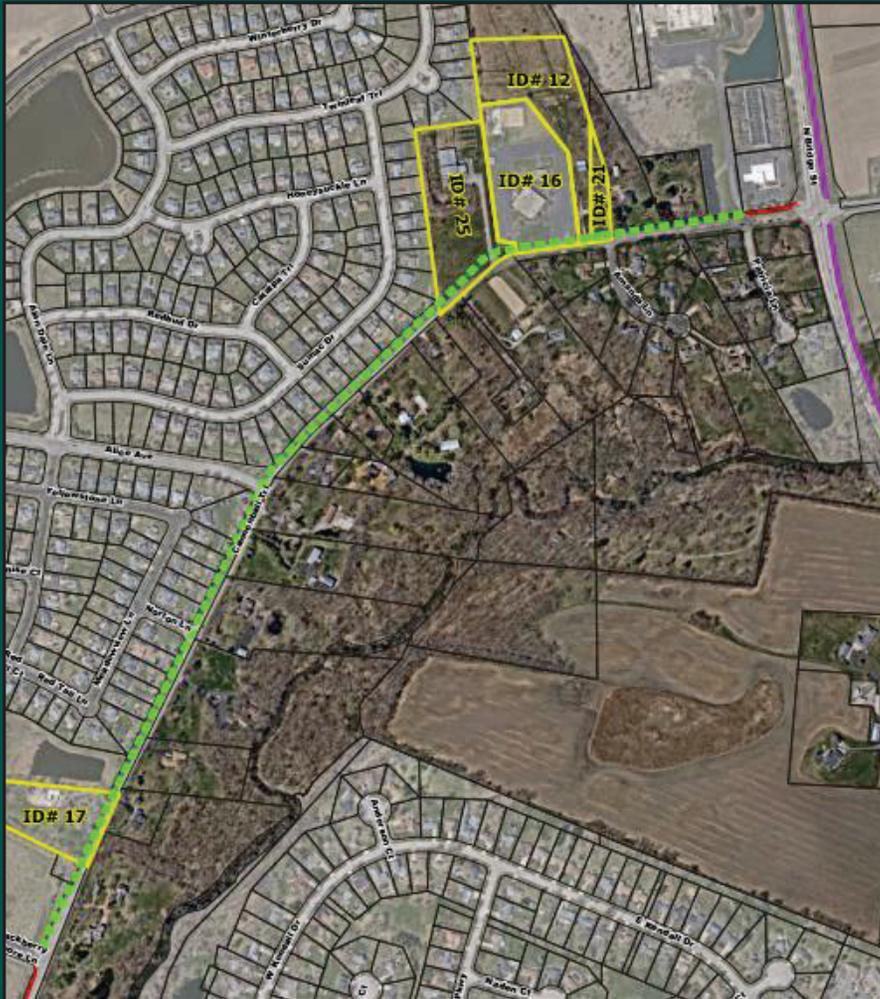
- Provide Connection from Blackberry Shore Lane to IL Route 47
- 10' Wide Shared Use Path
 - 8" Aggregate Base
 - 3" Hot-Mix Asphalt
- Tree Removal
- Earth Excavation
- Drainage Improvements
- Striping and Signage
- Restoration





REVIEW OF
PROJECT OPTIONS

OPTION 1



Legend

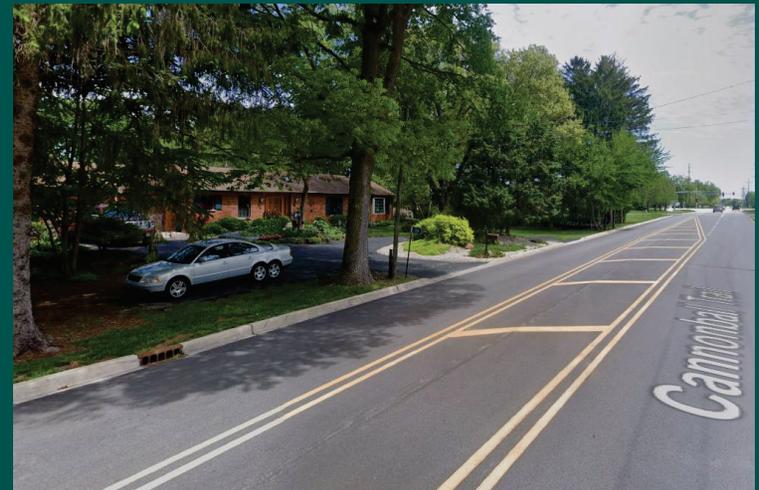
- Existing City-Owned Shared Use Path
- Future IL Route 47 Shared Use Path
- - - Proposed Shared Use Path

ID	PIN	Owner Name	Site Address
12	02-20-226-005	MAXIMILIAN ELIZABETH M SUCILLA	
16	02-20-226-002	NEW LIFE CHURCH OF YORKVILLE	3205 CANNONBALL TRL
17	02-20-401-001	GREG ULNER	3651 CANNONBALL TRL
21	02-21-101-002	MAXIMILIAN ELIZABETH M SUCILLA	3201 CANNONBALL TRL
25	02-20-226-008	3215 CANNONBALL TRAIL LLC	3215 CANNONBALL TRL



OPTION 1

- Total Estimated Cost = \$795,000
- Pros
 - Provides Direct Connection to US Route 34 and IL Route 47
 - Limited Utility Conflicts
 - Only Requires 5 Parcels of ROW
- Cons
 - Culvert Crossing Near Blackberry Shore Lane
 - Disturbs Existing Landscaping at 3193 Cannonball Trail
 - No Direct Connection to Amanda and Patricia Lane



OPTION 2



ID	PIN	Owner Name	Site Address
1	02-20-276-013	CHARLES TANYA MARIE DETTLINGER	3226 CANNONBALL TRL
10	02-20-276-007	DUDCZYK BRIAN T LISA M DUDCZYK REVOCABLE LIVING TRUST TRUSTEES	3322 CANNONBALL TRL
11	02-20-276-006	STEVEN F ERIN M KAUS	3314 CANNONBALL TRL
13	02-20-276-002	NEVILLE ANNE M TRUST NEVILLE PATRICK T TRUST	3224 CANNONBALL TRL
14	02-20-402-004	JEAN B WADSWORTH TRUST	3710 CANNONBALL TRL
18	02-20-402-001	OTTO J JUDITH R KOCH	3524 CANNONBALL TRL
2	02-20-276-011	WILLIAM NAKULSKI	3420 CANNONBALL TRL
27	02-20-276-010	JOHN N LANKERS REV LIV TR	3408 CANNONBALL TRL
3	02-20-276-012	OLD 2ND NATIONAL BANK 4440	3460 CANNONBALL TRL
4	02-20-276-008	DONALD J CINDY A CYR	3350 B CANNONBALL TRL
5	02-20-402-003	JUDITH M VANT	3630 CANNONBALL TRL
6	02-20-402-002	DAVID J JUNE M KISSER	3580 CANNONBALL TRL
7	02-20-276-004	JENNIE MULVEY	3240 CANNONBALL TRL
8	02-20-276-014	KENDALL COUNTY FOREST PRESERVE	
9	02-20-276-005	SMN TRUST JJN TRUST	3260 CANNONBALL TRL

Legend

- Existing City-Owned Shared Use Path
- Future IL Route 47 Shared Use Path
- - - Proposed Shared Use Path

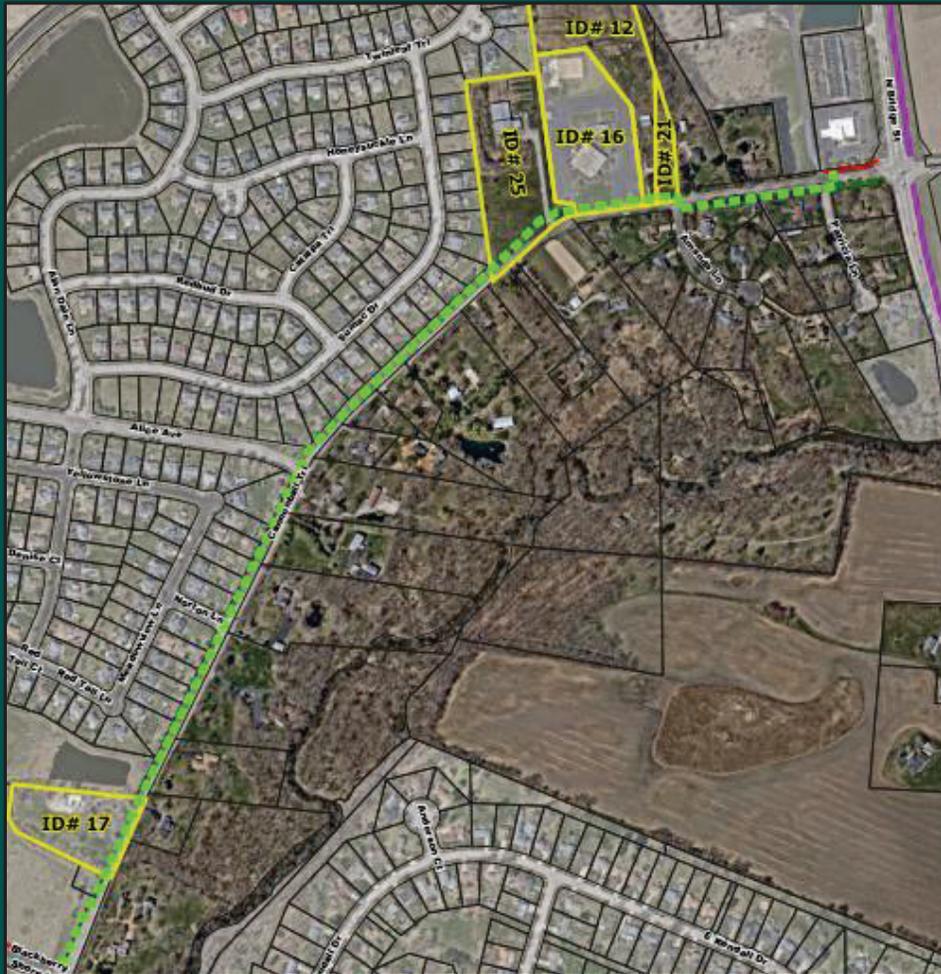


OPTION 2

- Total Estimated Cost = \$1,025,000
- Pros
 - Provides Direct Connection to US Route 34 and IL Route 47
 - Provides Connection to Amanda and Patricia Lane
- Cons
 - Most Expensive Option
 - Utility Conflicts
 - Affects 15 Parcels for ROW
 - Culvert Crossing Near Blackberry Shore Lane



OPTION 3



Legend

- Existing City-Owned Shared Use Path
- Future IL Route 47 Shared Use Path
- - - Proposed Shared Use Path
- - - Proposed Shared Use Path (Option 3A)

ID	PIN	Owner Name	Site Address
12	02-20-226-005	MAXIMILIAN ELIZABETH M SUCILLA	
16	02-20-226-002	NEW LIFE CHURCH OF YORKVILLE	3205 CANNONBALL TRL
17	02-20-401-001	GREG ULNER	3651 CANNONBALL TRL
21	02-21-101-002	MAXIMILIAN ELIZABETH M SUCILLA	3201 CANNONBALL TRL
25	02-20-226-008	3215 CANNONBALL TRAIL LLC	3215 CANNONBALL TRL



OPTION 3

- Total Estimated Cost = \$766,000
- Pros
 - Cheapest Cannonball Trail Option
 - Avoids Landscaping at 3193 Cannonball Trail
 - Provides Connection to Amanda and Patricia Lane
- Cons
 - 2 Unsignalized Crossings of Cannonball Trail
 - Utility Conflicts Near Amanda Lane
 - Culvert Crossing Near Blackberry Shore Lane



OPTION 3A

- Total Estimated Cost = \$798,000
- Pros
 - Only Has One Unsignalized Crossing of Cannonball Trail Instead of 2
- Cons
 - Additional Cost versus Option 3
 - Doesn't Connect to Existing Path On Cannonball Trail Near IL Route 47



OPTION 4



Legend

- Existing City-Owned Shared Use Path
- Future IL Route 47 Shared Use Path
- - - Proposed Shared Use Path
- - - Proposed On-Street Bike Lane

ID	PIN	Owner Name	Site Address
17	02-20-401-001	GREG ULNER	3651 CANNONBALL TRL
20	02-17-400-009	CORN HOLDINGS LLC	
22	02-17-400-007	MAXIMILIAN ELIZABETH M SUCILLA	
26	02-16-300-013	CORN HOLDINGS LLC	



OPTION 4

- Total Estimated Cost = \$669,000
- Pros
 - Cheapest Option
 - Only Requires ROW from 4 Parcels
 - No Utility Conflicts Anticipated
- Cons
 - Not a Direct Route from IL Route 47 to US Route 34
 - Does Not Provide Connection to Amanda and Patricia Lane
 - Provides for a Bike Lane vs. Bike Path





COST SUMMARY

COST SUMMARY

• OPTION 1

- Total Cost = \$795,000
- Land Acquisition = \$70,000

• OPTION 2

- Total Cost = \$1,025,000
- Land Acquisition = \$241,000

• OPTION 3/3A

- Total Cost = \$766,000/\$798,000
- Land Acquisition = \$70,000
-

• OPTION 4

- Total Cost = \$669,000
- Land Acquisition = \$59,000





QUESTIONS OR COMMENTS?



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-86

Agenda Item Summary Memo

Title: KKCOM Call for Projects – Application

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Application Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 22, 2025
Subject: KKKOM – Call for Projects

Background:

The Kane-Kendall Council of Mayors (KKCOM) will be announcing a call for projects in early October. Generally, KKKOM funds three types of projects, Reconstruction, Minor Rehabilitation and Preservation (Resurfacing). In recent times, the City has taken advantage of the program and has received funding for Bristol Ridge Road (Resurfacing), E Van Emmon Street (Resurfacing), Kennedy Road (Reconstruction).

Question Presented:

Should the City submit an application for the 2025 Call for Projects?

Discussion:

In order to be eligible for federal funding, a roadway must have a FAU Route designation. An exhibit indicating the FAU routes in the City is attached.

Staff has reviewed the City's eligible roadways and are recommending the following:

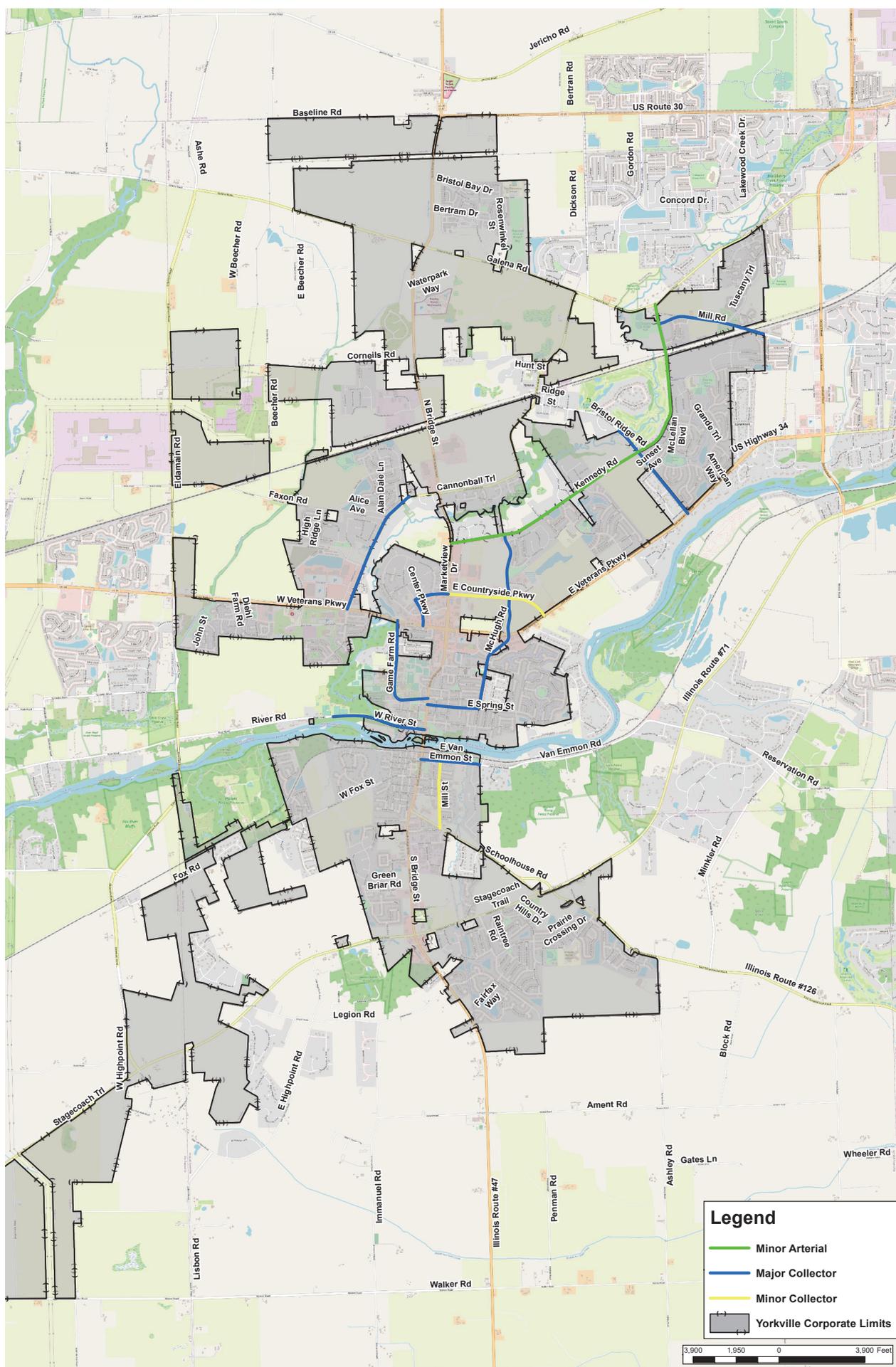
Cannonball Trail – US Route 34 to IL Route 47

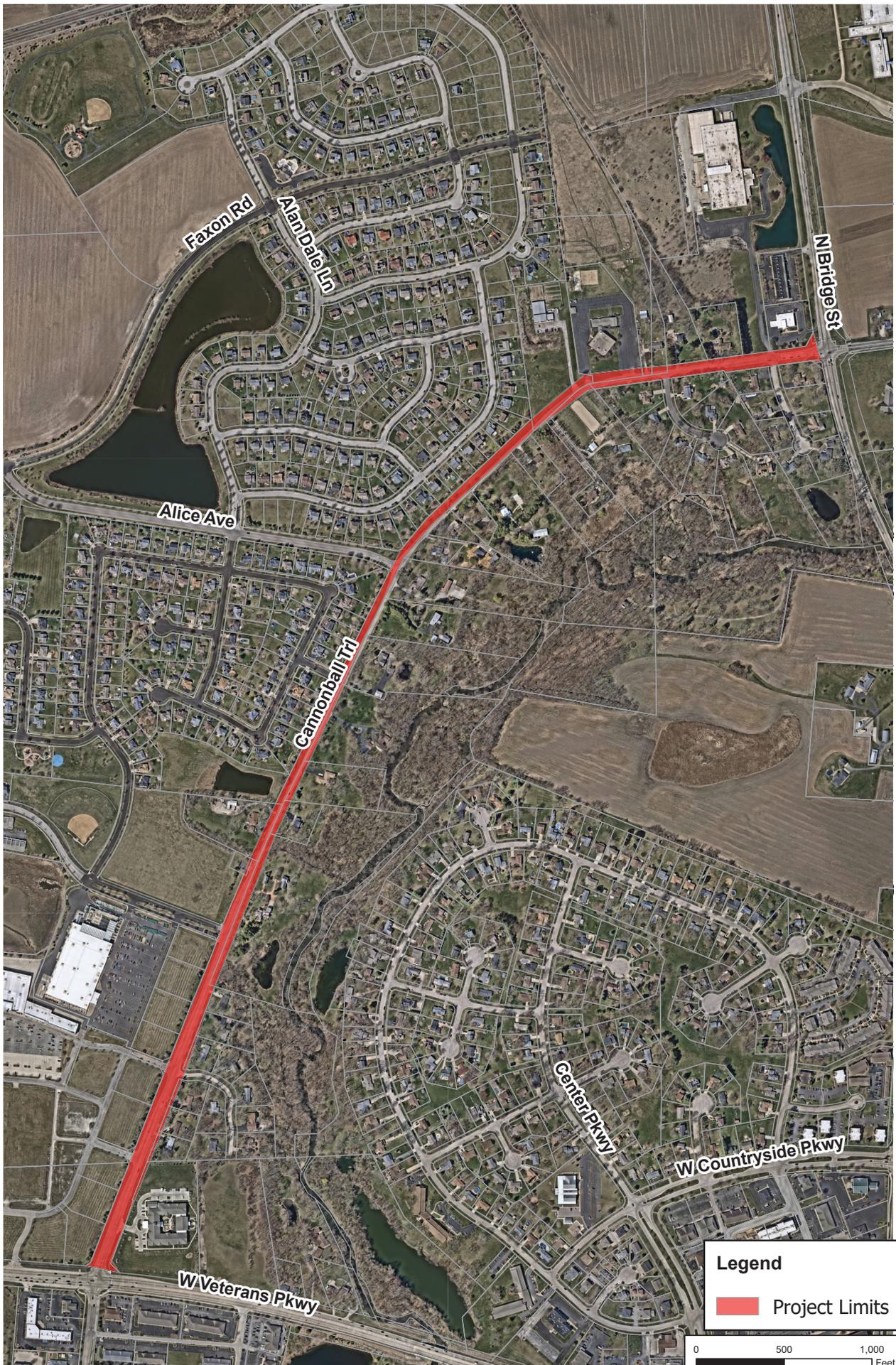
Game Farm Road/Somonauk Road – US Route 34 to IL Route 47

Kennedy Road – IL Route 47 to Bristol Ridge Road

Action Required:

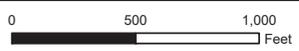
Consideration of authorization to submit application for 2025 Call for Projects.





Legend

Project Limits



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

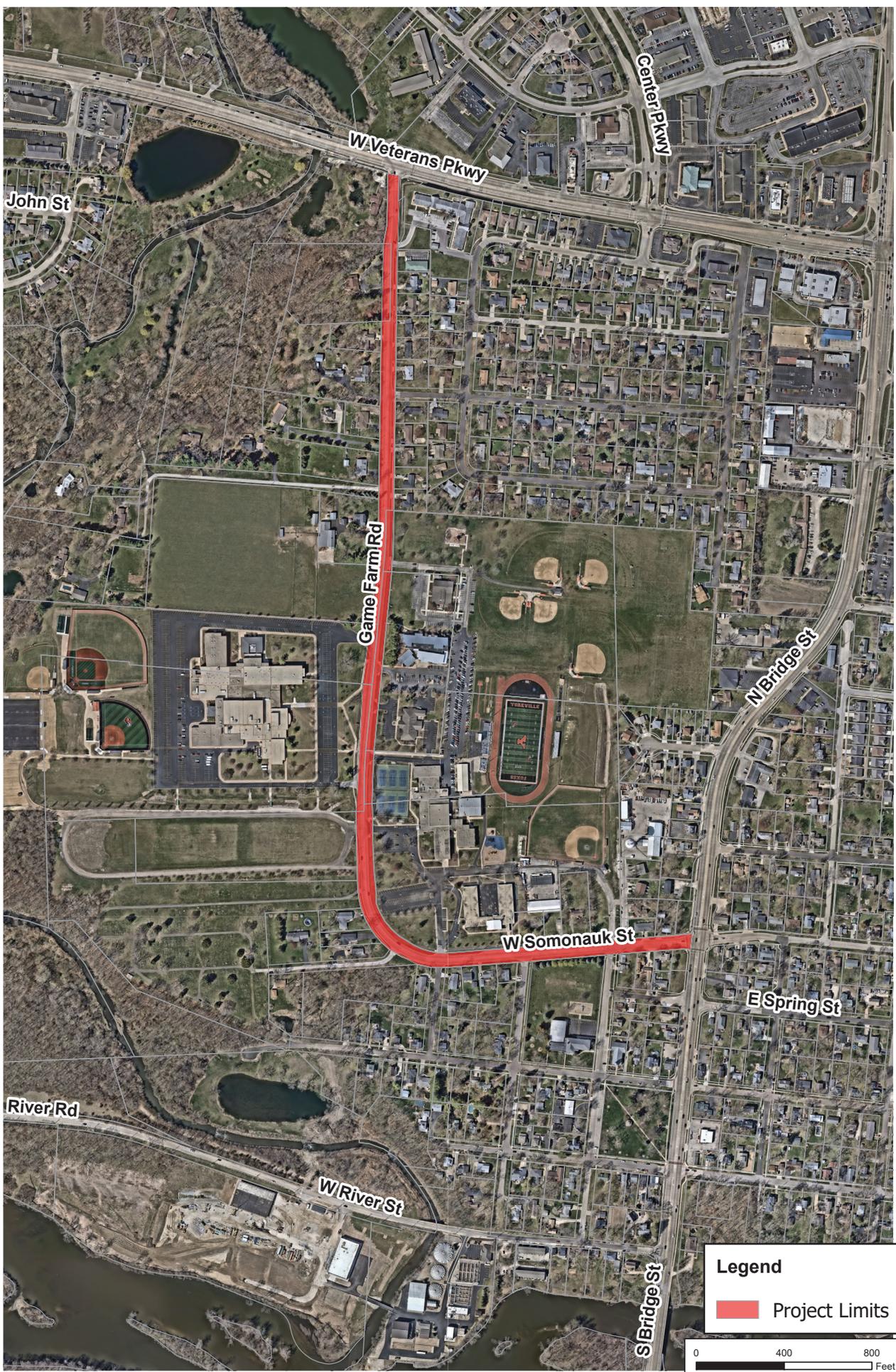
United City of Yorkville
 651 Prairie Points Drive
 Yorkville, IL 60550

DATE:	AUGUST 2025
PROJECT NO.:	Y0503
BY:	MJJ
PATH:	H:\GIS\PUBLIC\YORKVILLE\0503\Y0503
FILE:	Y0503_LOCATION_MAP.dwg

CANNONBALL TRL

LOCATION MAP





Legend

 Project Limits



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

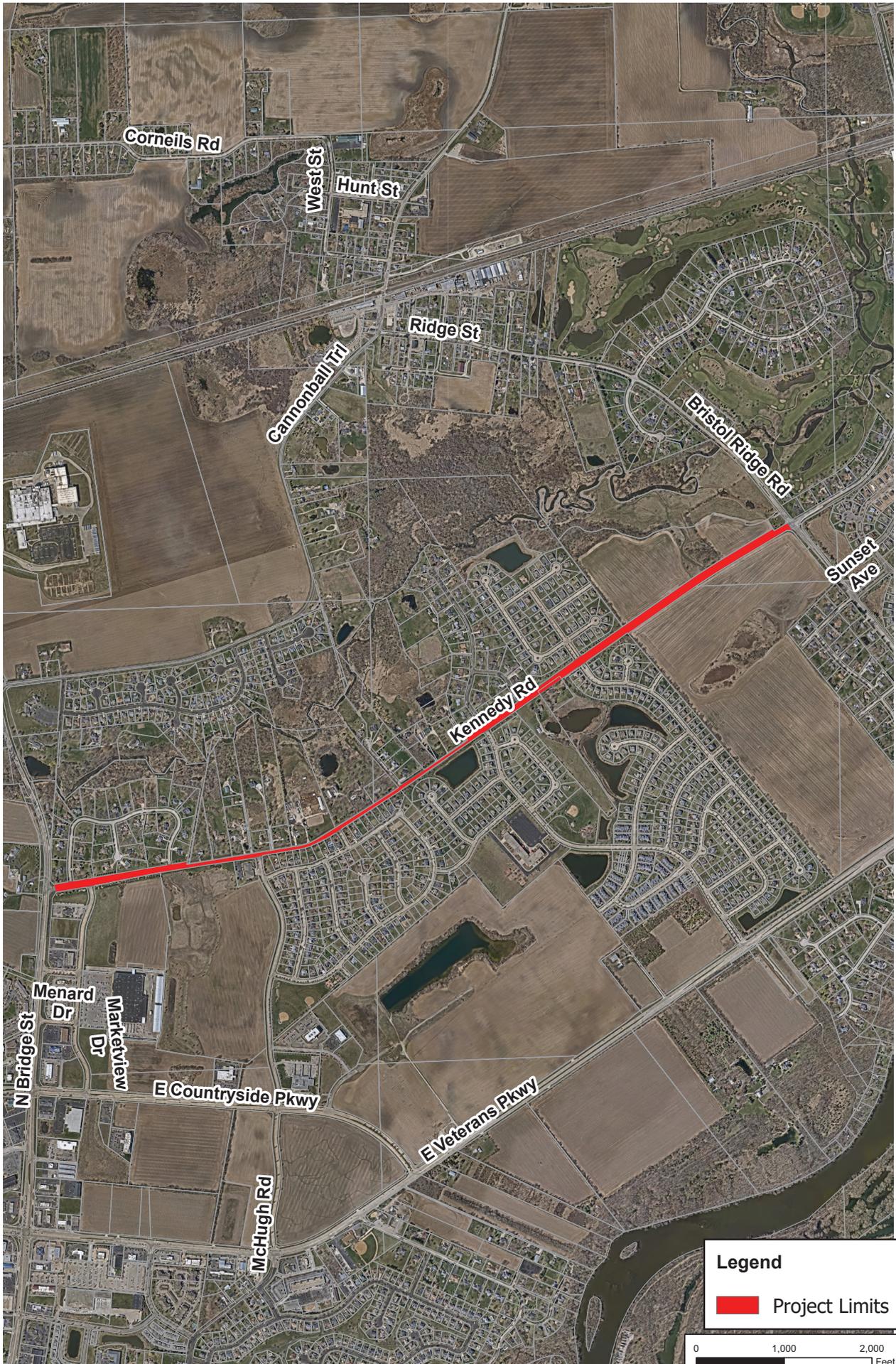
United City of Yorkville
 651 Prairie Points Drive
 Yorkville, IL 60550

DATE: AUGUST 2025
 PROJECT NO: Y0503
 DT: MJJ
 PATH: H:\GIS\PUBLIC\YORKVILLE\0503\Y0503
 FILE: Y0503\PROJECT\LOCATION.MXD

GAME FARM RD & W SOMONAUK ST

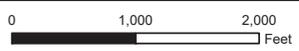
LOCATION MAP





Legend

Project Limits



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

United City of Yorkville
 651 Prairie Points Drive
 Yorkville, IL 60550

DATE: AUGUST 2025
 PROJECT NO: Y02503
 DT: MJJ
 PATH: H:\GIS\PUBLIC\YORKVILLE\025\Y02503
 FILE: Y02503MAP.LOCATION.MXD

KENNEDY RD

LOCATION MAP



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

Agenda Item Number

New Business #7

Tracking Number

PW 2025-87

Agenda Item Summary Memo

Title: 2026 Road to Better Roads MFT Project Design Engineering Services Proposal

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Proposed design engineering agreement from EEI for the MFT portion of the yearly Road to Better Roads program.

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: August 12, 2025
Subject: RTBR MFT Project Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the MFT portion of our Road to Better Roads program.

Background

This is our yearly pavement replacement program that we have been performing for over a decade. This program is approximately \$1.6M per year on average and was our only road program until 2 years ago when the supplemental program was approved to assist with paving additional areas each year.

For the upcoming year, the proposed areas are River's Edge, Briarwood, and continuing to patch and repair the concrete pavement around the Menard's area.

EEI is proposing a fixed fee of \$89,914 and direct expenses to be \$6,000 for a total of \$95,914. For this amount, EEI proposed to provide project management, geotechnical investigations and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently \$92,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of \$95,914.

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 perform patching and concrete pavement repairs in various areas around River's Edge, Briarwood, and the Menards area (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2026 Road*

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

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

**2026 Road to Better Roads Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not include and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$89,914, of which direct expenses are estimated at \$6,000. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the 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: 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:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2025 Standard Schedule of Charges



L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & Business Development



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**2026 Road to Better Roads Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
 - BLR 14220 - Resolution
 - BLR 14222 - Municipal Estimate of Maintenance Costs
 - BLR 11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Conduct site visit(s) to assess condition of existing concrete pavement on Carpenter Street, Countryside Parkway, Marketview Drive and Menard Drive.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Coordinate City wide crack sealing program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
 - BLR 12200 – Local Public Agency Formal Contract Proposal
 - BLR 12201 – Schedule of Prices
 - BLR 12230 – Local Agency Proposal Bid Bond
 - BLR 12325 - Apprenticeship Certification
 - BLR 12326 – Affidavit of Illinois Business Office
 - BC 57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR 11310 - Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Existing/Proposed Typical Sections
 - Summary of Quantities
 - Proposed Plan Sheets
 - Prevailing Wage
 - Highway Standards
 - City Standards/Details
 - Core Report (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract



- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2523-P	
PROJECT TITLE		DATE	PREPARED BY
2026 Road To Better Roads Program - Design Engineering		8/7/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$218	\$193	\$175	\$171	\$146	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		4	14	10	4				32	\$ 6,666
2.2	Project Meetings		4	4	4	6				18	\$ 3,678
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		6				10	\$ 1,922
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2		10				12	\$ 2,186
2.5	Site Review, Identification of Required Improvements			8	24	80				112	\$ 20,376
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%			12	48	120	6	12	4	202	\$ 35,958
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%		2	2		8				12	\$ 2,328
2.8	Submit Bid Package for IDOT Review			2	4	8				14	\$ 2,608
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			2	4	4	2	4	2	18	\$ 2,984
2.10	Bidding and Contracting		2	6	6	12			2	28	\$ 5,208
Design Engineering Subtotal:			12	56	100	258	8	16	8	458	\$ 83,914
PROJECT TOTAL:			12	56	100	258	8	16	8	458	\$ 83,914

EEL STAFF

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

DIRECT EXPENSES

- Printing/Scanning = \$ 300
- Rubino (Cores & CCDD) = \$ 5,700

DIRECT EXPENSES = \$ 6,000

LABOR SUMMARY

- EEL Labor Expenses = \$ 83,914
- TOTAL LABOR EXPENSES \$ 83,914**

TOTAL COSTS \$ 89,914

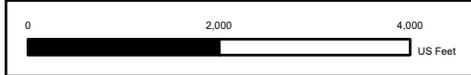
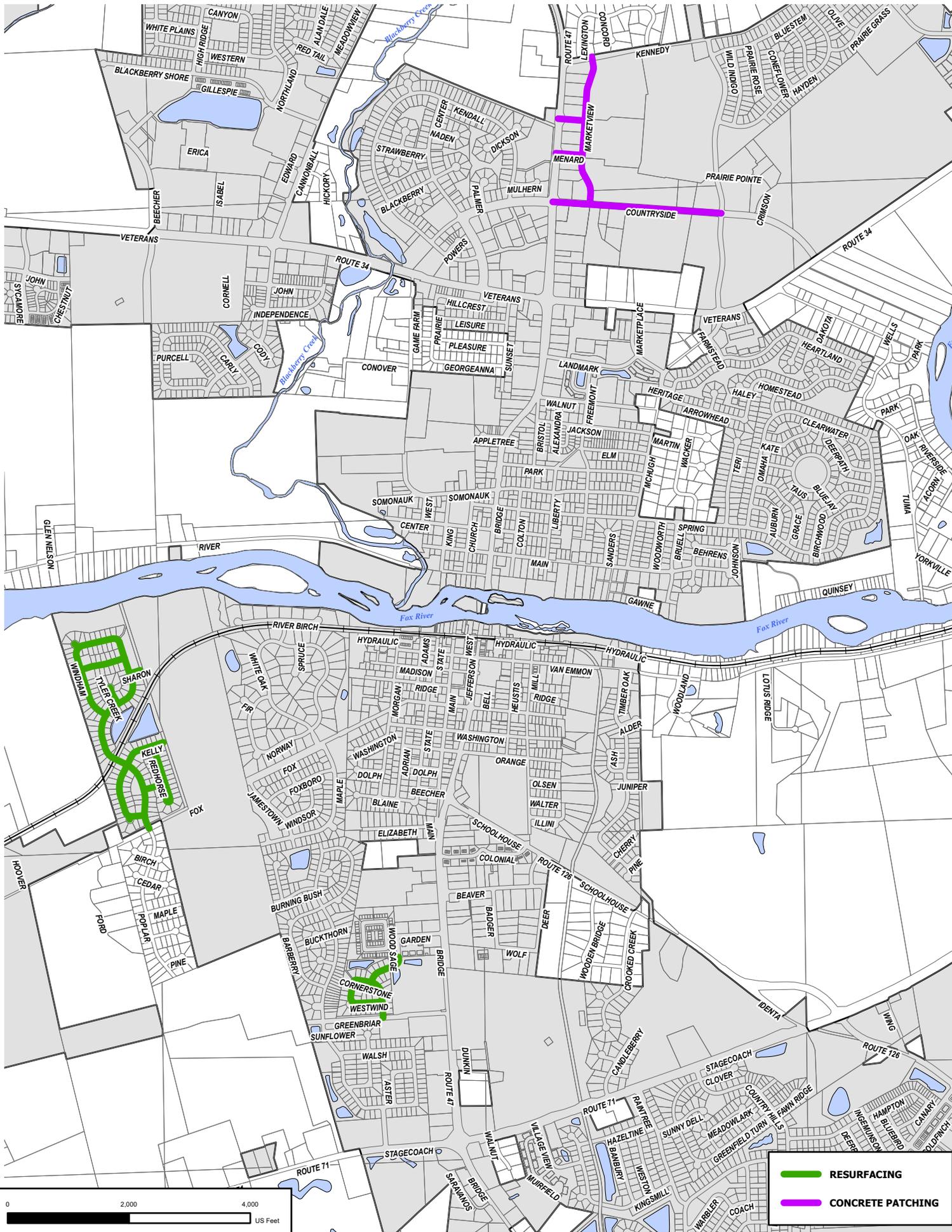


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER									
United City of Yorkville		YO2523									
PROJECT TITLE		DATE		PREPARED BY							
2026 Road to Better Roads Program - Design Engineering		8/8/25		CJO							
TASK NO.	TASK DESCRIPTION	2025				2026					
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
		DESIGN ENGINEERING									
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%										
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%										
2.8	Submit Bid Package for IDOT Review; IDOT Review										
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement										
2.10	Bidding and Contracting										
	Construction*										

* A separate construction engineering agreement will be provided.







ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

New Business #8

Tracking Number

PW 2025-88

Agenda Item Summary Memo

Title: 2026 RTBR Supplemental Paving Project Design Engineering Services Proposal

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Proposed design engineering agreement from EEI for the supplemental portion of the yearly Road to Better Roads program.

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: August 12, 2025
Subject: RTBR Supplemental Paving Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the 2026 Supplemental Paving project.

Background

This program was started a few years ago to assist our MFT program in paving all the streets that need it. The City has many streets in subdivisions that were paved in the early 2000's that were all coming due for repaving at approximately the same time along with our normal paving and paving areas of water main replacement instead of just patching the water main trench. This year, the areas of focus are Fox Highlands, portions of Raintree Village, and areas in the older part of town on the south side where it is in conjunction with the water main replacement program.

EEI is proposing a fixed fee of \$179,992 and direct expenses to be \$14,740 for a total of \$194,732. For this amount, EEI proposed to provide project management, geotechnical investigations, and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently \$180,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of \$194,732.

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 perform repaving to various streets within the Fox Highlands and Raintree Subdivisions, and areas on the south side in conjunction with the water main replacement program (the "Project"); and

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

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

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

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2026 Local*

Road Program, United City of Yorkville, Professional Services Agreement – Design Engineering, attached hereto as *Exhibit A*.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

**2026 Local Road Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not include and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$179,992, of which direct expenses are estimated at \$14,740. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the 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: 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:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2025 Standard Schedule of Charges



L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & Business Development



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**2026 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Conduct site visit for City Wide Sidewalk Rehabilitation Program
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
 - All required bidding and letting information and contractual forms
 - City special provisions and contracting information
 - Project specific specifications and special provisions
 - State specifications and provisions
 - Prevailing Wages
 - Bureau of Design and Environmental special provisions
 - Local Roads special provisions
 - Location Map
 - IDOT Highway Standards
 - Pavement Core Reports (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
 - Summary of Quantities
 - Aerial Exhibits showing improvement limits
 - Existing and Proposed typical sections
 - Proposed Plan Sheets
- Coordinate City Asphalt Rejuvenation Program for streets that were resurfaced in 2025
- Coordinate City Wide Sidewalk Replacement Program
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 ½" x 11 ½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2523-P	
PROJECT TITLE		DATE	PREPARED BY
2026 Road To Better Roads Program - Design Engineering		8/7/25	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$218	\$193	\$175	\$171	\$146	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		6	32	16	8				62	\$ 12,940
2.2	Project Meetings		4	6	6	8				24	\$ 4,850
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		8				12	\$ 2,272
2.4	Analyze/Finalize Roadway Rehabilitation Methods			4	4	8				16	\$ 3,044
2.5	Site Review, Identification of Required Improvements			12	72	160				244	\$ 44,512
2.6	Final Exhibits, Plans, Specifications and Estimates			12	96	180	64	120	4	476	\$ 81,408
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	6	8	12				28	\$ 5,444
2.8	QC/QA of Bid Package			18	6					24	\$ 5,082
2.9	Bidding and Contracting		4	6	6	12			2	30	\$ 5,700
Design Engineering Subtotal:			16	100	214	396	64	120	6	916	\$ 165,252
PROJECT TOTAL:			16	100	214	396	64	120	6	916	165,252

EEL STAFF

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

DIRECT EXPENSES

Printing/Scanning =	\$ 500
Rubino (Cores & CCDD) =	\$ 14,240
DIRECT EXPENSES =	\$ 14,740

LABOR SUMMARY

EEL Labor Expenses =	\$ 165,252
TOTAL LABOR EXPENSES	\$ 165,252

TOTAL COSTS \$ 179,992



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER									
United City of Yorkville		YO2523									
PROJECT TITLE		DATE		PREPARED BY							
2026 Local Road Program - Design Engineering		8/8/25		CJO							
TASK NO.	TASK DESCRIPTION	2025				2026					
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DESIGN ENGINEERING											
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Final Exhibits, Plans, Specifications and Estimates										
2.7	Prepare Engineer's Opinion of Probable Construction Cost										
2.8	QC/QA of Bid Package										
2.9	Bidding and Contracting										
	Construction*										

* A separate construction engineering agreement will be provided.





ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



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

Agenda Item Number

New Business #9

Tracking Number

PW 2025-89

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Change Order No. 2

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Consideration of Change Order No. 2

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 11, 2025
Subject: South Receiving Station Standpipe Change Order No. 2

The purpose of this memo is to present Change Order No. 2 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. Change Order No. 1 was approved which reduces the Contract value to **\$6,193,939.60**.

Question Presented:

Should the City approve Change Order No. 2 which would **decrease** the contract amount by \$158,202.90.

Discussion:

The United City of Yorkville is constructing a new standpipe water storage tank near the intersection of Rt. 126 and Rt. 71.

This Contract currently has a relatively small quantity of water main installation around the standpipe to join the three projects water distribution projects in this area together. However, the prices for the associated water main items in the standpipe contract were significantly higher than the trends EEI is seeing for other projects that typically include much larger water main quantities. This increase in price has prompted EEI to move some of the Standpipe water main quantity items to the Rt. 126 Water Main Contract that has yet to go out to bid. The intention of this is to get prices for the water main work that are more comparable to the recent trends that EEI is seeing that benefit more from economies of scale.

It is estimated that by removing these items from the standpipe contract the City will save approximately \$90,000.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$158,202.90.

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

WHEREAS, the City has approved a contract in the amount of \$6,578,339.60 with CB&I Storage Tank Solutions LLC of Plainfield, Illinois (“*CB&I*”), 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 (the “*Contract*”); and

WHEREAS, the City had previously approved a Change Order reducing the value of this Project by \$384,400.00, to \$6,193,939.60; and

WHEREAS, the price of the Project has since decreased in the amount of \$158,202.90 (the “*Change Order*”) as the City Engineer has eliminated some of the planned work under the Contract; and

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

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order decreasing the total contract price to the amount of \$6,035,736.70 was not reasonably foreseeable at the time the contract was signed, as set forth in the proposal from CB&I.

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

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

Section 2. The Corporate Authorities hereby find and declare that Change Order No. 2 to the Contract with CB&I, which results in a total decrease of \$158,202.90, is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

CHANGE ORDER

Order No. 2

Date: 8/19/2025

Agreement Date: 7/30/25

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. Reduce the WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH quantity by 30 FEET -\$9,501.00
2. Reduce the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH quantity by 150 FEET -\$43,500.00
3. Reduce the DUCTILE IRON FITTINGS quantity by 755 pounds -14,118.50
4. Reduce the FIELD LOK GASKET, 16" quantity by 8 EACH -5,422.40
5. Reduce the BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT quantity by 1 EACH -\$38,472.20
6. Reduce the FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ by 2 EACH -\$47,188.80

Justification:

There are several small quantity water main related items on the standpipe contract that have unit prices which are significantly higher than current trends EEL is seeing on larger water main projects. Removing some of these items from the standpipe contract and putting them on the Rt. 126 Water Main Contract is estimated to save the City approximately \$90,000.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 6,578,339.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 6,193,939.60

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

by: \$ 158,202.90

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 6,035,736.70

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.

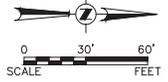
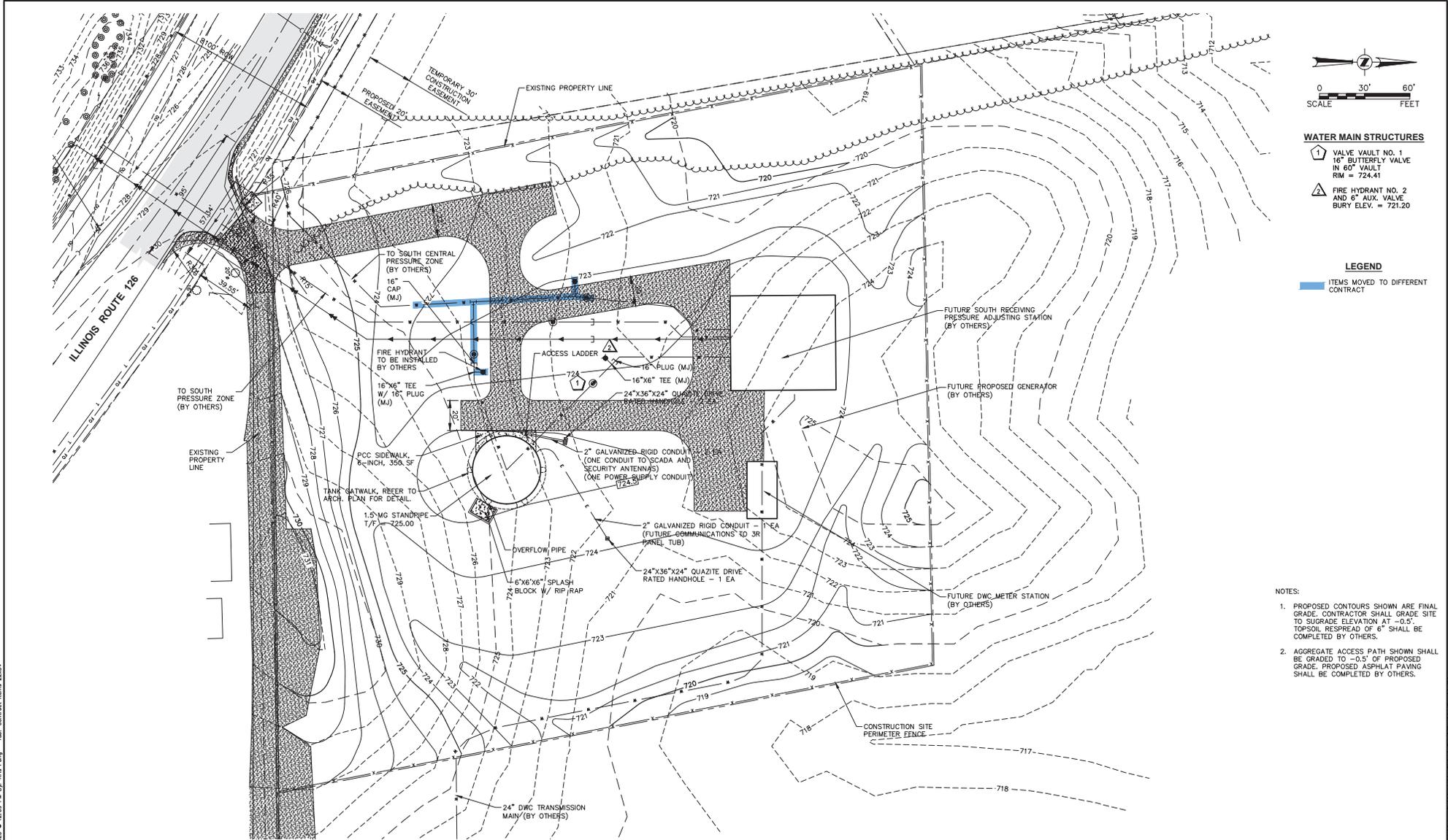
Requested by: _____ CB&I Storage Solutions, LLC

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

Yorkville Standpipe Updated SOQ per Change Order #2

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100
3	TEMPORARY FENCE	FOOT	1730
4	PERIMETER EROSION BARRIER	FOOT	3450
5	AGGREGATE DITCH CHECKS	TONS	70
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	120
7	EROSION CONTROL BLANKET	SQYD	19510
8	TEMPORARY SEEDING	ACRE	4.04
9	TOPSOIL EXCAVATION	CUYD	3300
10	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	5010
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	100
12	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	100
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	300
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	300
15	GEOTEXTILE FABRIC	SQYD	2600
16	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	2300
17	FOUNDATION MATERIAL	CUYD	150
18	WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	150
19	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	0
20	DUCTILE IRON FITTINGS	POUND	845
21	FIELD LOK GASKET, 16"	EACH	4
22	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	1
23	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1
24	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1
25	SPLASH PAD	EACH	1
26	STONE RIPRAP, CLASS A3	SQYD	15
27	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	350
28	QUAZITE HANDHOLE	EACH	3
29	RIGID CONDUIT, 2" DIA. GALVANIZED	FOOT	145
30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1
34	EXTERIOR PAINTING, COMPLETE	LSUM	1
35	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1
36	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1
37	LETTERING AND LOGO	LSUM	1
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000



- WATER MAIN STRUCTURES**
- 1 VALVE VAULT NO. 1
16" BUTTERFLY VALVE
IN 60" VAULT
RIM = 724.41
 - 2 FIRE HYDRANT NO. 2
AND 6" AUX. VALVE
BURY ELEV. = 721.20

- LEGEND**
- ITEMS MOVED TO DIFFERENT CONTRACT

- NOTES:**
1. PROPOSED CONTOURS SHOWN ARE FINAL GRADE. CONTRACTOR SHALL GRADE SITE TO SURFACE ELEVATION AT ±0.5' TOPSOIL RESPAVED OF 6" SHALL BE COMPLETED BY OTHERS.
 2. AGGREGATE ACCESS PATH SHOWN SHALL BE GRADED TO ±0.5' OF PROPOSED GRADE. PROPOSED ASPHALT PAVING SHALL BE COMPLETED BY OTHERS.

Printed: August 11, 2025 @ 12:59 PM By: Kris Pang - Tab: Contract Items 22434
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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eelweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

0	1	
Bar = 1" When Printed Full Size. Adjust stated scales to print size.		
NO.	DATE	REVISIONS

**SOUTH RECEIVING
 STATION STANDPIPE**

SITE PLAN

DATE: AUGUST 2025
 PROJECT NO: Y02417
 FILE: Y02417-LOCATION
 SHEET **1** OF **1**



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

Agenda Item Number

New Business #10

Tracking Number

PW 2025-90

Agenda Item Summary Memo

Title: Nexamp – Plat of Dedication and Grant of Easements

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Plat of Dedication and Grant of Easements for Development

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: September 2, 2025
Subject: Nexamp – Plat of Dedication and Grant of Easements

Nexamp is proceeding with the development of both the Corneils Solar and Yorkville Solar projects within the City.

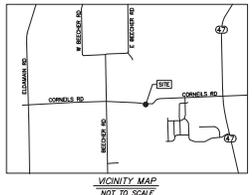
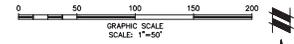
As part of the developments, there is right-of-way to be dedicated along Corniels Road as well as easements to be granted to the City. Please refer to the attached documents.

We have reviewed the documents for compliance with City requirements and are recommending approval and execution.

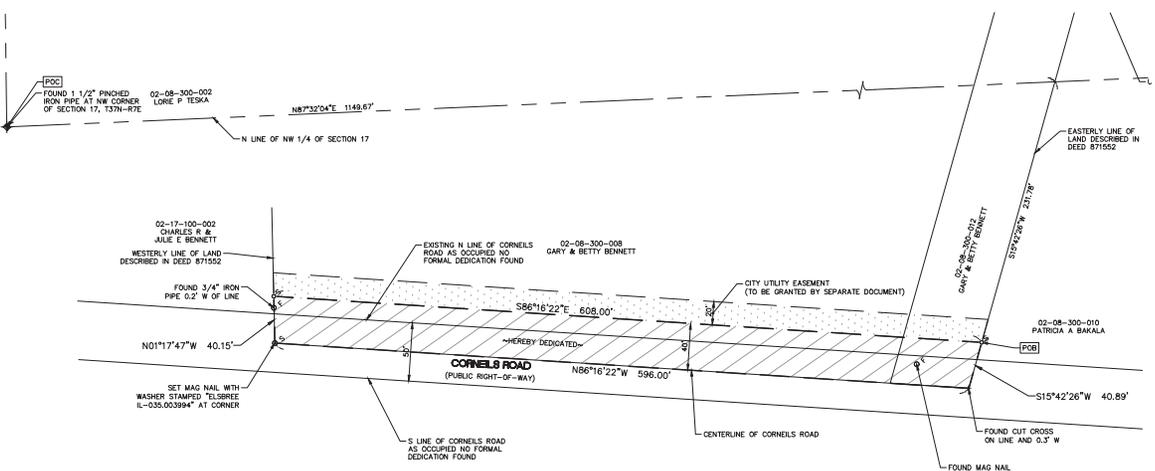
If you have any questions or require additional information, please let us know.

PLAT OF DEDICATION

TO THE
UNITED CITY OF YORKVILLE
NW 1/4 SECTION 17, T37N, R7E OF THE 3RD P.M., BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS



DEDICATION
THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 87°32'04" EAST 1149.67 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE EASTERLY LINE OF LAND CONVEYED BY DEED RECORDED MARCH 16, 1987, AS DOCUMENT 871552; THENCE SOUTH 15°42'26" WEST 231.78 FEET ALONG SAID EASTERLY LINE TO A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNELLS ROAD AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 15°42'26" WEST 40.89 FEET TO SAID CENTERLINE; THENCE NORTH 86°16'22" WEST 596.00 FEET ALONG SAID CENTERLINE TO THE WESTERLY LINE OF LAND DESCRIBED IN SAID DEED; THENCE NORTH 01°17'47" WEST 40.15 FEET ALONG SAID WESTERLY LINE TO SAID PARALLEL LINE; THENCE SOUTH 86°16'22" EAST 608.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 0.553 ACRES (24,080 SQUARE FEET) OF LAND MORE OR LESS.



OWNER'S CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF }
THIS IS TO CERTIFY THAT _____ AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____ AND KNOWN AS TRUST NO. _____ AND NOT INDIVIDUALLY IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENTS TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.
DATED AT _____ ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

PERSONALLY, _____ AS TRUSTEE OF TRUST NO. _____ AND NOT _____ COMPLETE ADDRESS _____
BY: PRINTED NAME AND TITLE PRINTED NAME AND TITLE

NOTARY CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF }
I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE ABOVE SAID, DO HEREBY CERTIFY THAT _____ AND _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THEREON AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK AS TRUSTEE UNDER TRUST NO. _____ DATED _____ FOR USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____ 20____

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

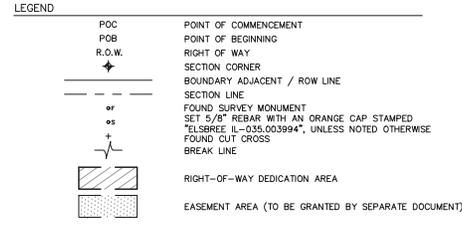
CITY ENGINEER CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF KENDALL }
I, _____ CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.
DATED AT YORKVILLE, ILLINOIS, THIS ____ DAY OF _____ 20____
THIS ____ DAY OF _____ 20____
CITY ENGINEER

CITY COUNCIL CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF KENDALL }
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS ____ DAY OF _____ 20____
MAYOR

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED PARCEL, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.
ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS ____ DAY OF AUGUST, 2025

BRANDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2026

COUNTY RECORDERS CERTIFICATE
STATE OF ILLINOIS }
 } S.S.
COUNTY OF KENDALL }
I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THE ____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK ____ M.
RECORDER OF DEEDS
PLEASE TYPE/PRINT NAME _____



AREA TABLE				
TYPE	GRANTOR	FIN	AREA TAKEN (ACRES)	AREA IN PREVIOUS R.O.W (ACRES)
RIGHT-OF-WAY	GARY & BETTY BENNETT	02-08-300-008	0.553	0.344

- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
 - BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
 - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
 - BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 - THE FIELD WORK WAS COMPLETED ON 4/3/2025.



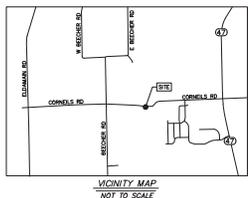
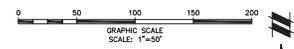
SECTION 17
TOWN JT NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

NEXAMP SOLAR, LLC
PLAT OF DEDICATION AND
GRANT OF EASEMENT
CORNELLS ROAD SOLAR, IL
KENDALL COUNTY, IL

DATE	4/29/2025		
REVISIONS			
DR.	JT	CHK.	BDE
P.M.	SEA		
JOB	23003931		
SHEET NO.	1		
1 OF 1			

GRANT OF EASEMENT

TO THE
UNITED CITY OF YORKVILLE
NW 1/4 SECTION 17, T37N, R7E OF THE 3RD P.M., BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS



PERMANENT CITY UTILITY EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 87°32'04" EAST 1149.67 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE EASTERLY LINE OF LAND CONVEYED BY DEED RECORDED MARCH 16, 1987, AS DOCUMENT 871552; THENCE SOUTH 15°42'26" WEST 211.33 FEET ALONG SAID EASTERLY LINE TO A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNELLS ROAD AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 15°42'26" WEST 20.45 FEET ALONG SAID EASTERLY LINE TO A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF CORNELLS ROAD; THENCE NORTH 86°16'22" WEST 608.00 FEET ALONG SAID PARALLEL LINE TO THE WESTERLY LINE OF LAND CONVEYED BY SAID DEED; THENCE NORTH 01°17'47" WEST 20.08 FEET ALONG SAID WESTERLY LINE TO SAID LINE BEING 60.00 FEET NORTH OF AND PARALLEL; THENCE SOUTH 86°16'22" EAST 614.01 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 0.281 ACRES (12,220 SQUARE FEET) OF LAND MORE OR LESS.

OWNER'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF }
THIS IS TO CERTIFY THAT _____ AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____ AND KNOWN AS TRUST NO. _____ AND NOT INDIVIDUALLY IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENTS TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.
DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ A.D. 20____
PERSONALLY _____ AS TRUSTEE OF TRUST NO. _____ AND NOT _____ COMPLETE ADDRESS _____

NOTARY CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF }
I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE ABOVE, AFFIRMED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THEREON AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK AS TRUSTEE UNDER TRUST NO. _____ DATED _____ FOR USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CITY ENGINEER CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KENDALL }
I, _____ CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.
DATED AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____ 20____
CITY ENGINEER

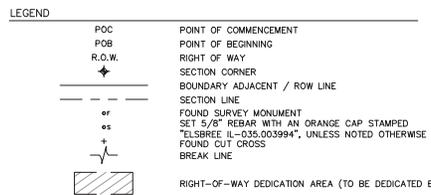
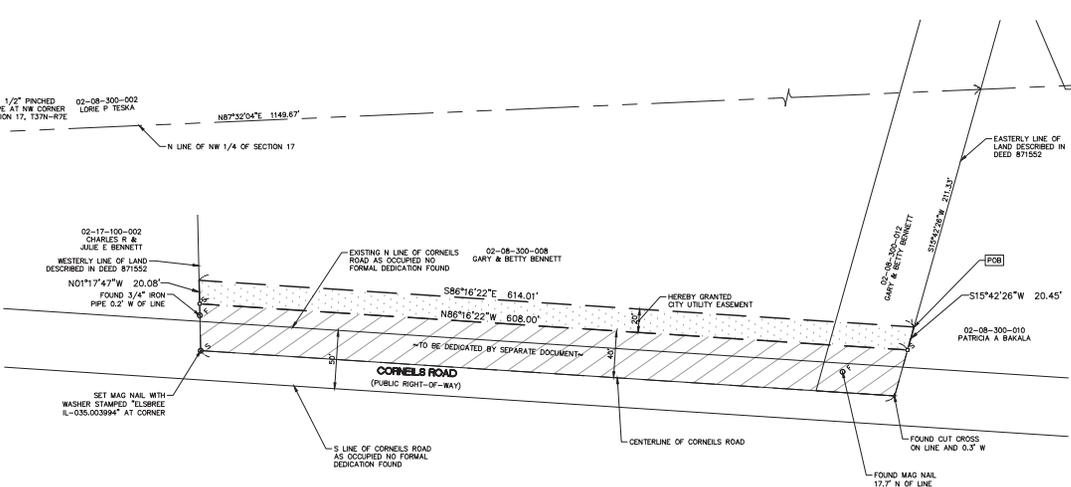
CITY COUNCIL CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KENDALL }
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____ 20____
MAYOR

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.
ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS _____ DAY OF AUGUST, 2025

BRANDON ELSBREE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3994
ATWELL, LLC
MY LICENSE EXPIRES 11/30/2026

COUNTY RECORDER'S CERTIFICATE
STATE OF ILLINOIS }
COUNTY OF KENDALL }
I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ P.M.
RECORDER OF DEEDS
PLEASE TYPE/PRINT NAME _____

CITY UTILITY EASEMENT PROVISIONS
THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED CITY UTILITY EASEMENT OR E.L.L.E. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME THE UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS HERETO FOR THE PERSONS AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS HEREON, EXCEPT THAT THE EASEMENTS MAY BE GRANTED AS SHAKES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HERIN GRANTED. THE CITY HEREBY AGREES AND CONSENTS TO THE INSTALLATION OF ELECTRIC UTILITY SERVICE INFRASTRUCTURE AND ASSOCIATED WIRES, LINES AND POLES FOR THE SOLAR PROJECT TO BE CONSTRUCTED ON THE UNDERLYING LAND OF THE FEE SIMPLE OWNER AND TO THE CONSTRUCTION OF A DRIVEWAY FOR ingress and egress TO SAID SOLAR PROJECT, WHICH UTILITY INFRASTRUCTURE AND DRIVEWAY WILL CROSS OVER THE CITY UTILITY EASEMENT GRANTED HEREIN.
FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HERIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED FOLLOWING SUCH MAINTENANCE WORK TO BACKFILL AND WOUND ALL TRENCHES CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.



AREA TABLE			
TYPE	GRANTOR	FIN	AREA GRANTED (ACRES)
EASEMENT	GARY & BETTY BENNETT	02-08-300-008	0.281

- GENERAL NOTES:**
- COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
 - BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
 - CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
 - BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 - THE FIELD WORK WAS COMPLETED ON 4/3/2025.

Know what's below.
Call before you dig.

THE LOCAL NEED OF IDENTIFYING UNDERGROUND UTILITIES IS A NECESSITY FOR ALL CONSTRUCTION PROJECTS. IT IS THE RESPONSIBILITY OF THE INDIVIDUALS AND COMPANIES INVOLVED IN SUCH PROJECTS TO CALL 811 PRIOR TO ANY EXCAVATION OR CONSTRUCTION WORK. CALLING 811 WILL PROVIDE YOU WITH THE LOCATION OF ALL UTILITIES IN YOUR AREA. YOU WILL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES CAUSED BY YOUR WORK. IF YOU ARE NOT SURE OF THE LOCATION OF UTILITIES, CALL 811. IT IS YOUR RESPONSIBILITY TO VERIFY THE LOCATION OF UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION WORK. CALLING 811 IS FREE OF CHARGE.

NOTICE:
CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE INDIVIDUALS AND COMPANIES INVOLVED IN SUCH PROJECTS. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO UTILITIES CAUSED BY THEIR WORK. IF YOU ARE NOT SURE OF THE LOCATION OF UTILITIES, CALL 811. IT IS YOUR RESPONSIBILITY TO VERIFY THE LOCATION OF UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION WORK. CALLING 811 IS FREE OF CHARGE.

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ATWELL
815.850.4000 www.atwell.com

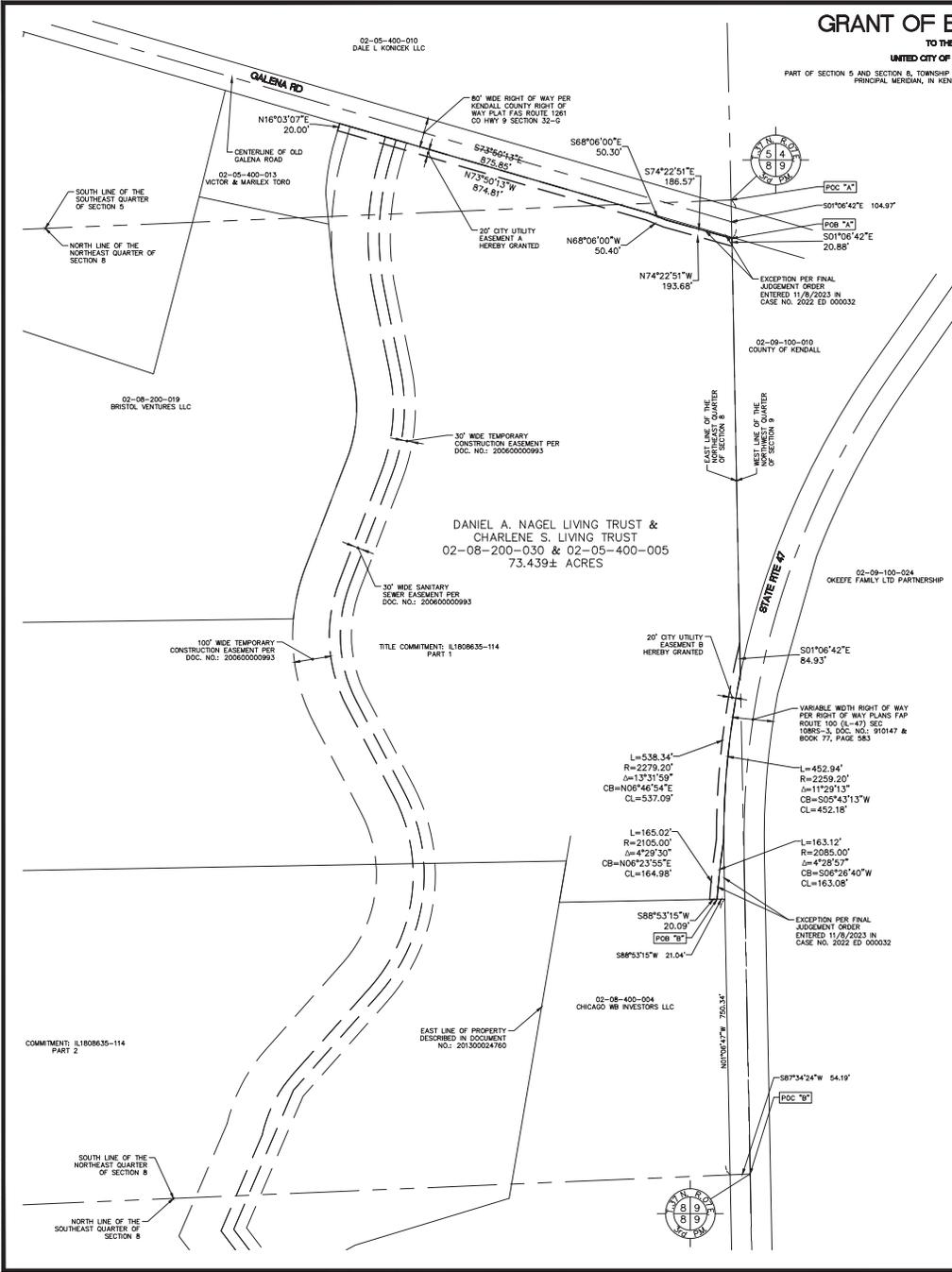
SECTON 17
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC
 PLAT OF DEDICATION AND GRANT OF EASEMENT
 CORNELLS ROAD SOLAR, IL
 KENDALL COUNTY, IL
 DATE: 5/6/2025
 REVISIONS:
 ILLUSTRATED CLIENT COMMENTS:
 AS NOTED IN PLAT COMMENTS:
 CH. JT
 CH. BDE
 P.M. SEA
 JOB: 23003931
 SHEET NO.: 1 OF 1

GRANT OF EASEMENT

TO THE
UNITED CITY OF YORKVILLE

PART OF SECTION 5 AND SECTION 8, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS



PERMANENT CITY UTILITY EASEMENT A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 01°06'42" EAST 104.97 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTHERLY RIGHT-OF-WAY OF GALENA ROAD PER FINAL JUDGMENT ORDER ENTERED NOVEMBER 8, 2023 IN CASE NO. 2022 ED 000032 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°06'42" EAST 20.88 FEET ALONG SAID EAST LINE; THENCE NORTH 74°22'51" WEST 188.67 FEET; THENCE NORTH 80°00'00" WEST 50.40 FEET; THENCE NORTH 77°50'13" WEST 87.81 FEET; THENCE NORTH 10°30'00" EAST 20.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THE FOLLOWING 3 COURSES ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY: THENCE SOUTH 77°50'13" EAST 87.81 FEET; THENCE SOUTH 80°00'00" EAST 50.40 FEET; THENCE SOUTH 74°22'51" EAST 188.67 FEET TO THE POINT OF BEGINNING.

PERMANENT CITY UTILITY EASEMENT B

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 87°34'24" WEST 54.19 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°06'42" WEST 750.34 FEET; THENCE SOUTH 80°03'15" WEST 21.04 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 47 PER FINAL JUDGMENT ORDER ENTERED NOVEMBER 8, 2023 IN CASE NO. 2022 ED 000032 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 80°03'15" WEST 20.09 FEET; THENCE NORTHERLY 160.02 FEET ON A 2055 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 00°23'05" EAST 164.98 FEET; THENCE NORTHERLY 538.34 FEET ON A 2278.20 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 08°46'54" EAST 537.09 FEET; THENCE SOUTH 09°42' EAST 84.93 FEET TO SAID WESTERLY RIGHT-OF-WAY; THE FOLLOWING 2 COURSES ARE ALONG SAID WESTERLY RIGHT-OF-WAY: THENCE SOUTHERLY 452.94 FEET ON A 2259.20 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 09°43'15" WEST 452.19 FEET; THENCE SOUTHERLY 163.12 FEET ON A 2085 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 09°26'40" WEST 163.08 FEET TO THE POINT OF BEGINNING.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } s.s.
COUNTY OF _____ }
THIS IS TO CERTIFY THAT _____ AN ILLINOIS BANKING CORPORATION, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____ AND KNOWN AS TRUST NO. _____ AND NOT INDIVIDUALLY IS THE FEASIBLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENTS TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.
DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

PERSONALLY, _____ AS TRUSTEE OF TRUST NO. _____ AND NOT _____ COMPLETE ADDRESS _____
BY: _____ PRINTED NAME AND TITLE _____ PRINTED NAME AND TITLE _____

STATE OF ILLINOIS } s.s.
COUNTY OF _____ }
I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT _____ AND _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID BANK AS TRUSTEE UNDER TRUST NO. _____ DATED _____ FOR USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

COUNTY RECORDERS CERTIFICATE
STATE OF ILLINOIS } s.s.
COUNTY OF KENDALL }
I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR KENDALL COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE _____
RECORDERS OFFICE OF KENDALL COUNTY, ILLINOIS,
ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M.
RECORDED OF DEEDS _____
PLEASE TYPE/PRINT NAME _____

RECORDED OF DEEDS _____
PLEASE TYPE/PRINT NAME _____

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- SECTION CORNER SECTION CORNER
- BOUNDARY LINE BOUNDARY ADJACENT / ROW LINE
- SECTION LINE SECTION LINE
- EASEMENT LINE EASEMENT LINE
- PROPOSED EASEMENT LINE PROPOSED EASEMENT LINE

GENERAL NOTES:

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED/COMPUTED VALUES UNLESS SHOWN OTHERWISE.
3. CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATOR SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
4. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
5. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS } s.s.
COUNTY OF KENDALL }
I, _____ CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.
DATED AT YORKVILLE, ILLINOIS, _____ DAY OF _____ 20____

CITY COUNCIL CERTIFICATE

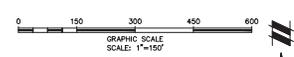
STATE OF ILLINOIS } s.s.
COUNTY OF KENDALL }
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____ 20____
MAYOR _____
CITY ENGINEER _____

CITY UTILITY EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENTS RIGHTS TO ALL PLATED EASEMENTS DEPICTED CITY UTILITY EASEMENT OR C.U.E. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME THE UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, EXCEPT THAT THE EASEMENTS MAY BE GRANTED AS SHOWN TO RECEIVE LOCAL SURFACE DRAINAGE, NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. THE CITY HEREBY AGREES AND CONSENTS TO THE INSTALLATION OF ELECTRIC UTILITY SERVICE INFRASTRUCTURE AND ASSOCIATED WIRES, LINES AND POLES FOR THE SOLAR PROJECT TO BE CONSTRUCTED ON THE UNDERLYING LAND OF THE FEASIBLE OWNER AND TO THE CONSTRUCTION OF A DRIVEWAY FOR ROSSER AND FORESS TO SUCH SOLAR PROJECT, WHICH UTILITY INFRASTRUCTURE AND DRIVEWAY WILL CROSS OVER THE CITY UTILITY EASEMENT GRANTED HEREIN.
FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.
SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } s.s.
COUNTY OF DUPAGE }
THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PARCELS, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSES SHOWN HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.
ALL DISTANCES STATED ARE IN FEET AND DECIMALS THEREOF.
GIVEN UNDER MY HAND AND SEAL AT NAPERVILLE, ILLINOIS THIS 19TH DAY OF JUNE, 2025

KYLE ALLED
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3714
ATWELL, LLC
BY LICENSE EXPIRES 11/30/2026



Know what's below.
Call before you dig.
THE LOCATION OF UTILITIES UNDERGROUND BY THE OWNER HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE CITY. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES.

NOTICE:
CONSTRUCTION SHALL BE THE OWNER'S RESPONSIBILITY. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF ANY UTILITIES.



SECTION 8
TOWNSHIP 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, IL

NEXAMP, INC.
PLAT OF EASEMENT
GRANT OF EASEMENT TO THE
UNITED CITY OF YORKVILLE, ILLINOIS
YORKVILLE SOLAR
KENDALL COUNTY, IL

DATE 5/12/2025
REVISIONS
PROCESSED/REVISIONS
CERTIFICATE NUMBER

DATE 5/12/2025
REVISIONS
PROCESSED/REVISIONS
CERTIFICATE NUMBER

DR. MED. CH. KOA
KYLE O. ALLED
NAPERVILLE, IL
JOB 22001787
SHEET NO. 1 OF 1



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

Agenda Item Number

New Business #11

Tracking Number

PW 2025-91

Agenda Item Summary Memo

Title: Faxon Road and Beecher Road Reconstruction – Rejection of Bids

Meeting and Date: Public Works Committee – September 16, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Bid Rejection

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: September 16, 2025
Subject: Faxon Road and Beecher Road Reconstruction

Bids were received, opened, and tabulated for work to be done on the above-referenced project at 10:00 a.m., May 9, 2025. Representatives from the contractors bidding the project and our firm were in attendance.

Since the bids were opened the City has been working to obtain the required right-of-way along Faxon and Beecher Roads but has not been successful. Due to not obtaining the right-of-way and the remaining time left in this construction season, we recommend rejecting the bids and bidding this project out again after the right-of-way has been secured.

September 16, 2025

Contractors

**Re: *Faxon Road and Beecher Road Reconstruction
United City of Yorkville
Kendall County, IL***

Contractors:

Bids were received, opened, and tabulated for work to be done on the above-referenced project at 10:00 a.m., May 9, 2025. Representatives from the contractors bidding the project and our firm were in attendance.

Since the bids were opened the City has been working to obtain the required right-of-way from adjacent property owners but has not been successful.

Due to not obtaining the right-of-way and the remaining time left in this construction season, the bids are hereby rejected. The City plans to re-bid this project after the right-of-way has been secured.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

Enclosures

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Ms. Jori Behland, City Clerk (via email)
TAW, CJO, JHS - EEI (via email)

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

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



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

		BID TABULATION BIDS RECD 5/9/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		CURRAN CONTRACTING CO. 286 Memorial Court Crystal Lake, IL 60014		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		WINNINGER EXCAVATING, INC. 8945 Schoger Dr. Naperville, IL 60564		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	102.0	\$ 26.40	\$ 2,692.80	\$ 18.50	\$ 1,887.00	\$ 22.00	\$ 2,244.00	\$ 35.00	\$ 3,570.00	\$ 40.00	\$ 4,080.00	\$ 32.00	\$ 3,264.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	62.0	\$ 31.90	\$ 1,977.80	\$ 20.50	\$ 1,271.00	\$ 40.00	\$ 2,480.00	\$ 44.00	\$ 2,728.00	\$ 45.00	\$ 2,790.00	\$ 45.00	\$ 2,790.00
3	EARTH EXCAVATION (SPECIAL)	CU YD	6020.0	\$ 15.00	\$ 90,300.00	\$ 35.00	\$ 210,700.00	\$ 27.50	\$ 165,550.00	\$ 51.00	\$ 307,020.00	\$ 45.00	\$ 270,900.00	\$ 30.00	\$ 180,600.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	4580.0	\$ 25.00	\$ 114,500.00	\$ 35.00	\$ 160,300.00	\$ 37.50	\$ 171,750.00	\$ 51.00	\$ 233,580.00	\$ 30.00	\$ 137,400.00	\$ 50.00	\$ 229,000.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	13325.0	\$ 3.00	\$ 39,975.00	\$ 1.70	\$ 22,652.50	\$ 1.50	\$ 19,987.50	\$ 2.50	\$ 33,312.50	\$ 2.00	\$ 26,650.00	\$ 1.50	\$ 19,987.50
6	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2008.0	\$ 18.00	\$ 36,144.00	\$ 55.00	\$ 110,440.00	\$ 12.50	\$ 25,100.00	\$ 30.00	\$ 60,240.00	\$ 35.00	\$ 70,280.00	\$ 30.00	\$ 60,240.00
7	TEMPORARY DITCH CHECKS	FOOT	555.0	\$ 11.00	\$ 6,105.00	\$ 8.00	\$ 4,440.00	\$ 13.00	\$ 7,215.00	\$ 15.00	\$ 8,325.00	\$ 15.00	\$ 8,325.00	\$ 20.00	\$ 11,100.00
8	PERIMETER EROSION BARRIER	FOOT	7705.0	\$ 2.75	\$ 21,188.75	\$ 2.00	\$ 15,410.00	\$ 3.40	\$ 26,197.00	\$ 3.50	\$ 26,967.50	\$ 4.00	\$ 30,820.00	\$ 4.00	\$ 30,820.00
9	INLET AND PIPE PROTECTION	EACH	13.0	\$ 200.00	\$ 2,600.00	\$ 200.00	\$ 2,600.00	\$ 250.00	\$ 3,250.00	\$ 310.00	\$ 4,030.00	\$ 200.00	\$ 2,600.00	\$ 250.00	\$ 3,250.00
10	RESTORATION, TYPE 1	SQ YD	18000.0	\$ 1.65	\$ 29,700.00	\$ 2.50	\$ 45,000.00	\$ 3.70	\$ 66,600.00	\$ 3.60	\$ 64,800.00	\$ 6.00	\$ 108,000.00	\$ 10.00	\$ 180,000.00
11	RESTORATION, TYPE 2	SQ YD	900.0	\$ 2.20	\$ 1,980.00	\$ 3.00	\$ 2,700.00	\$ 4.85	\$ 4,365.00	\$ 5.00	\$ 4,500.00	\$ 10.00	\$ 9,000.00	\$ 15.00	\$ 13,500.00
12	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1350.0	\$ 44.00	\$ 59,400.00	\$ 52.00	\$ 70,200.00	\$ 45.00	\$ 60,750.00	\$ 116.00	\$ 156,600.00	\$ 65.00	\$ 87,750.00	\$ 45.00	\$ 60,750.00
13	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	13450.0	\$ 14.70	\$ 197,715.00	\$ 17.00	\$ 228,650.00	\$ 15.00	\$ 201,750.00	\$ 14.00	\$ 188,300.00	\$ 24.00	\$ 322,800.00	\$ 25.00	\$ 336,250.00
14	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	10600.0	\$ 18.60	\$ 197,160.00	\$ 22.50	\$ 238,500.00	\$ 20.50	\$ 217,300.00	\$ 25.00	\$ 265,000.00	\$ 25.00	\$ 265,000.00	\$ 25.00	\$ 265,000.00
15	AGGREGATE SURFACE COURSE, TYPE B	TON	73.0	\$ 30.00	\$ 2,190.00	\$ 70.00	\$ 5,110.00	\$ 50.00	\$ 3,650.00	\$ 58.00	\$ 4,234.00	\$ 100.00	\$ 7,300.00	\$ 35.00	\$ 2,555.00
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	6770.0	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.01	\$ 67.70	\$ 0.10	\$ 677.00
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1540.0	\$ 67.00	\$ 103,180.00	\$ 86.00	\$ 132,440.00	\$ 70.00	\$ 107,800.00	\$ 81.00	\$ 124,740.00	\$ 92.00	\$ 141,680.00	\$ 89.00	\$ 137,060.00
18	HOT-MIX ASPHALT SURFACE COURSE, IL9.5, MIX "D", N50	TON	930.0	\$ 73.00	\$ 67,890.00	\$ 88.00	\$ 81,840.00	\$ 80.00	\$ 74,400.00	\$ 90.00	\$ 83,700.00	\$ 101.00	\$ 93,930.00	\$ 95.00	\$ 88,350.00
19	DRIVEWAY PAVEMENT REMOVAL	SQ YD	300.0	\$ 14.00	\$ 4,200.00	\$ 12.50	\$ 3,750.00	\$ 8.25	\$ 2,475.00	\$ 18.00	\$ 5,400.00	\$ 5.00	\$ 1,500.00	\$ 12.00	\$ 3,600.00
20	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	300.0	\$ 30.00	\$ 9,000.00	\$ 42.50	\$ 12,750.00	\$ 30.00	\$ 9,000.00	\$ 51.00	\$ 15,300.00	\$ 38.00	\$ 11,400.00	\$ 50.00	\$ 15,000.00
21	AGGREGATE SHOULDERS, TYPE B, 9"	SQ YD	1570.0	\$ 18.40	\$ 28,888.00	\$ 15.00	\$ 23,550.00	\$ 15.50	\$ 24,335.00	\$ 24.00	\$ 37,680.00	\$ 25.00	\$ 39,250.00	\$ 20.00	\$ 31,400.00
22	HOT-MIX ASPHALT SHOULDERS, 9"	SQ YD	1570.0	\$ 43.00	\$ 67,510.00	\$ 50.00	\$ 78,500.00	\$ 50.00	\$ 78,500.00	\$ 55.00	\$ 86,350.00	\$ 60.00	\$ 94,200.00	\$ 45.00	\$ 70,650.00
23	PIPE CULVERT REMOVAL	FOOT	163.0	\$ 20.00	\$ 3,260.00	\$ 15.00	\$ 2,445.00	\$ 20.00	\$ 3,260.00	\$ 11.00	\$ 1,793.00	\$ 31.00	\$ 5,053.00	\$ 15.00	\$ 2,445.00
24	PIPE CULVERT, RCP, TYPE 1, 12"	FOOT	64.0	\$ 83.00	\$ 5,312.00	\$ 68.60	\$ 4,390.40	\$ 70.00	\$ 4,480.00	\$ 166.00	\$ 10,624.00	\$ 80.00	\$ 5,120.00	\$ 90.00	\$ 5,760.00
25	PIPE CULVERT, RCP, TYPE 1, 21"	FOOT	21.0	\$ 100.00	\$ 2,100.00	\$ 85.75	\$ 1,800.75	\$ 95.00	\$ 1,995.00	\$ 233.00	\$ 4,893.00	\$ 110.00	\$ 2,310.00	\$ 150.00	\$ 3,150.00
26	PIPE CULVERT, D.I.P., TYPE 1, 12"	FOOT	174.0	\$ 160.00	\$ 27,840.00	\$ 123.30	\$ 21,454.20	\$ 140.00	\$ 24,360.00	\$ 196.00	\$ 34,104.00	\$ 200.00	\$ 34,800.00	\$ 125.00	\$ 21,750.00
27	PIPE CULVERT, D.I.P., TYPE 1, 15"	FOOT	58.0	\$ 192.00	\$ 11,136.00	\$ 161.75	\$ 9,381.50	\$ 185.00	\$ 10,730.00	\$ 341.00	\$ 19,778.00	\$ 220.00	\$ 12,760.00	\$ 170.00	\$ 9,860.00
28	METAL FLARED END SECTIONS 12"	EACH	8.0	\$ 400.00	\$ 3,200.00	\$ 186.00	\$ 1,488.00	\$ 1,300.00	\$ 10,400.00	\$ 480.00	\$ 3,840.00	\$ 1,000.00	\$ 8,000.00	\$ 800.00	\$ 6,400.00
29	METAL FLARED END SECTIONS 15"	EACH	4.0	\$ 500.00	\$ 2,000.00	\$ 217.00	\$ 868.00	\$ 1,400.00	\$ 5,600.00	\$ 580.00	\$ 2,320.00	\$ 1,100.00	\$ 4,400.00	\$ 1,000.00	\$ 4,000.00
30	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2.0	\$ 1,000.00	\$ 2,000.00	\$ 905.00	\$ 1,810.00	\$ 2,000.00	\$ 4,000.00	\$ 1,260.00	\$ 2,520.00	\$ 1,600.00	\$ 3,200.00	\$ 2,000.00	\$ 4,000.00
31	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	EACH	1.0	\$ 1,500.00	\$ 1,500.00	\$ 1,475.00	\$ 1,475.00	\$ 2,100.00	\$ 2,100.00	\$ 2,480.00	\$ 2,480.00	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	102.0	\$ 90.00	\$ 9,180.00	\$ 83.30	\$ 8,496.60	\$ 80.00	\$ 8,160.00	\$ 241.00	\$ 24,582.00	\$ 130.00	\$ 13,260.00	\$ 150.00	\$ 15,300.00
33	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	2.0	\$ 4,250.00	\$ 8,500.00	\$ 2,725.00	\$ 5,450.00	\$ 3,000.00	\$ 6,000.00	\$ 4,460.00	\$ 8,920.00	\$ 2,800.00	\$ 5,600.00	\$ 4,200.00	\$ 8,400.00
34	INLETS, TYPE B, TYPE 8 GRATE	EACH	2.0	\$ 2,600.00	\$ 5,200.00	\$ 2,100.00	\$ 4,200.00	\$ 2,700.00	\$ 5,400.00	\$ 3,120.00	\$ 6,240.00	\$ 2,400.00	\$ 4,800.00	\$ 3,500.00	\$ 7,000.00
35	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 8 GRATE	EACH	1.0	\$ 1,600.00	\$ 1,600.00	\$ 1,475.00	\$ 1,475.00	\$ 5,800.00	\$ 5,800.00	\$ 1,960.00	\$ 1,960.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
36	INFILTRATION TRENCH	FOOT	570.0	\$ 110.50	\$ 62,985.00	\$ 100.00	\$ 57,000.00	\$ 185.00	\$ 105,450.00	\$ 119.00	\$ 67,830.00	\$ 150.00	\$ 85,500.00	\$ 140.00	\$ 79,800.00
37	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	108.0	\$ 6.33	\$ 683.64	\$ 6.00	\$ 648.00	\$ 6.00	\$ 648.00	\$ 4.88	\$ 527.04	\$ 5.00	\$ 540.00	\$ 6.00	\$ 648.00
38	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10947.0	\$ 0.97	\$ 10,618.59	\$ 0.95	\$ 10,399.65	\$ 0.95	\$ 10,399.65	\$ 1.25	\$ 13,683.75	\$ 1.50	\$ 16,420.50	\$ 1.00	\$ 10,947.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	233.0	\$ 1.65	\$ 384.45	\$ 1.25	\$ 291.25	\$ 1.25	\$ 291.25	\$ 2.00	\$ 466.00	\$ 2.00	\$ 466.00	\$ 2.00	\$ 466.00



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

		BID TABULATION BIDS RECD 5/9/2025		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		CURRAN CONTRACTING CO. 286 Memorial Court Crystal Lake, IL 60014		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120		WINNINGER EXCAVATING, INC. 8945 Schoger Dr. Naperville, IL 60564		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	54.0	\$ 6.33	\$ 341.82	\$ 6.00	\$ 324.00	\$ 6.00	\$ 324.00	\$ 8.00	\$ 432.00	\$ 9.00	\$ 486.00	\$ 5.00	\$ 270.00
41	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	47.0	\$ 22.00	\$ 1,034.00	\$ 10.00	\$ 470.00	\$ 10.00	\$ 470.00	\$ 25.00	\$ 1,175.00	\$ 25.00	\$ 1,175.00	\$ 6.00	\$ 282.00
42	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1350.0	\$ 2.92	\$ 3,942.00	\$ 4.00	\$ 5,400.00	\$ 4.00	\$ 5,400.00	\$ 4.00	\$ 5,400.00	\$ 4.50	\$ 6,075.00	\$ 1.00	\$ 1,350.00
43	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	243.0	\$ 5.50	\$ 1,336.50	\$ 5.00	\$ 1,215.00	\$ 5.00	\$ 1,215.00	\$ 6.40	\$ 1,555.20	\$ 7.00	\$ 1,701.00	\$ 2.00	\$ 486.00
44	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	50.0	\$ 11.00	\$ 550.00	\$ 10.00	\$ 500.00	\$ 9.00	\$ 450.00	\$ 13.00	\$ 650.00	\$ 14.00	\$ 700.00	\$ 5.00	\$ 250.00
45	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	192.0	\$ 9.35	\$ 1,795.20	\$ 14.05	\$ 2,697.60	\$ 14.05	\$ 2,697.60	\$ 5.00	\$ 960.00	\$ 5.00	\$ 960.00	\$ 5.00	\$ 960.00
46	GROOVING FOR RECESSED PAVEMENT MARKING 5"	FOOT	1350.0	\$ 1.87	\$ 2,524.50	\$ 0.70	\$ 945.00	\$ 0.70	\$ 945.00	\$ 1.25	\$ 1,687.50	\$ 2.00	\$ 2,700.00	\$ 1.25	\$ 1,687.50
47	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	243.0	\$ 2.33	\$ 566.19	\$ 1.84	\$ 447.12	\$ 1.85	\$ 449.55	\$ 1.90	\$ 461.70	\$ 2.50	\$ 607.50	\$ 1.50	\$ 364.50
48	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	50.0	\$ 4.68	\$ 234.00	\$ 9.00	\$ 450.00	\$ 9.00	\$ 450.00	\$ 3.80	\$ 190.00	\$ 4.00	\$ 200.00	\$ 2.00	\$ 100.00
49	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	425.0	\$ 7.42	\$ 3,153.50	\$ 5.00	\$ 2,125.00	\$ 5.00	\$ 2,125.00	\$ 13.00	\$ 5,525.00	\$ 15.00	\$ 6,375.00	\$ 12.00	\$ 5,100.00
50	RELOCATE EXISTING MAILBOX	EACH	2.0	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00
51	RELOCATE EXISTING MAILBOX (SPECIAL)	EACH	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 1,250.00	\$ 1,250.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00
52	SIGN PANEL - TYPE 1	SQ FT	44.0	\$ 33.00	\$ 1,452.00	\$ 26.00	\$ 1,144.00	\$ 30.00	\$ 1,320.00	\$ 38.00	\$ 1,672.00	\$ 38.00	\$ 1,672.00	\$ 40.00	\$ 1,760.00
53	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	\$ 99.00	\$ 396.00	\$ 25.00	\$ 100.00	\$ 90.00	\$ 360.00	\$ 180.00	\$ 720.00	\$ 115.00	\$ 460.00	\$ 150.00	\$ 600.00
54	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	4.0	\$ 330.00	\$ 1,320.00	\$ 211.00	\$ 844.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00
55	TELESCOPING STEEL SIGN SUPPORT	FOOT	165.0	\$ 16.50	\$ 2,722.50	\$ 14.00	\$ 2,310.00	\$ 15.00	\$ 2,475.00	\$ 23.00	\$ 3,795.00	\$ 20.00	\$ 3,300.00	\$ 20.00	\$ 3,300.00
56	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.0	\$ 63,540.00	\$ 63,540.00	\$ 24,664.73	\$ 24,664.73	\$ 163,500.00	\$ 163,500.00	\$ 100,000.00	\$ 100,000.00	\$ 122,000.00	\$ 122,000.00	\$ 102,170.50	\$ 102,170.50
57	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	410.0	\$ 33.70	\$ 13,817.00	\$ 32.00	\$ 13,120.00	\$ 36.75	\$ 15,067.50	\$ 37.00	\$ 15,170.00	\$ 38.93	\$ 15,961.30	\$ 15.00	\$ 6,150.00
58	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.0	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
59	ITEMS ORDERED BY THE ENGINEER	UNIT	30000.0	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
TOTAL (Items 1 - 59)					\$ 1,383,588.94		\$ 1,678,088.00		\$ 1,731,938.75		\$ 2,099,948.89		\$ 2,151,925.00		\$ 2,100,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-34.1%

-20.1%

-17.5%

0.0%

2.5%

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



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

Agenda Item Number

New Business #12

Tracking Number

PW 2025-92

Agenda Item Summary Memo

Title: 2025 Safe Routes to School Resolution of Funding and Support

Meeting and Date: Public Works Committee – September 16, 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: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 16, 2025
Subject: 2025 Safe Routes to School Resolution of Funding and Support

Overview

The Illinois Safe Routes to School Program (SRTS) is a competitive grant program. IDOT's next SRTS application period began on August 1, 2025 and ends on October 15, 2025. The announcement of selected projects should occur in Spring 2026.

The Resolution of Financial Commitment and Support is attached. Also attached is a detailed drawing of the project and an itemized cost estimate for your review. This grant would fund \$250,000 of the construction costs of the project. The City is responsible for funding the remainder of the costs above that amount. For the below project, the additional amount the City would be funding is \$128,000.

Funding

Applicants may apply for up to \$250,000 maximum per project in Federal SRTS funds. Federal funds will provide reimbursement up to that amount for infrastructure and non-infrastructure projects. The remainder is the responsibility of the applicant. The below project is estimated to be \$481,000, as you can see in the included detailed budget. The City would be investing approximately \$128,000 in funds, if the grant was awarded. Per the Finance Director, the General Fund currently has enough in reserve to provide the match. If the grant is awarded, staff would recommend a budget amendment, at time of implementation.

Prairie Meadows Sidewalk Gap Project

The City of Yorkville proposes a targeted infrastructure improvement project to address critical sidewalk gaps that hinder pedestrian mobility, safety, and accessibility. This initiative will construct approximately 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision, a high-traffic area near Autumn Creek Elementary School. These sidewalks would be installed by a builder, whenever a permit is pulled for new housing starts on the empty lots. However, only 7 permits have been issued in the past 5 years. Currently, there is no bonds or security in place for sidewalk construction in this subdivision. Because of the slow pace of permits in this subdivision and the proximity of the school, staff feels this is the ideal project for this grant application.

Project Perimeters (Logical Termini):

Prairie Meadows Subdivision Sidewalk Gaps impacting the subdivision surrounding Autumn Creek Elementary School. The construction of pedestrian sidewalk improvements that includes 3,500 linear feet of new sidewalk to connect existing segments within the subdivision.

Brief Description:

The City of Yorkville proposes a targeted infrastructure improvement project to address critical sidewalk gaps that hinder pedestrian mobility, safety, and accessibility. This initiative will construct approximately 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision, a high-traffic area near Autumn Creek Elementary School.

Staff is currently procuring letters of support of this project from the school district, education foundation and parent/teacher organizations. The City is also working with the school district on obtaining survey results regarding walking and biking to school within the district.

Timeline:

The resolution, survey results and letters of support will be necessary to include in the application documents that are due on October 15, 2025.

Recommendation

Staff would like to request City Council approval on the Resolution of Financial Commitment and Support for the Yorkville Prairie Meadows Sidewalk Gap Project.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
PLEDGING FINANCIAL COMMITMENT AND SUPPORT OF AN ILLINOIS
DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO SCHOOL
(SRTS) GRANT APPLICATION FOR YORKVILLE PRAIRIE MEADOWS
SIDEWALK GAP PROJECT**

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

WHEREAS, the desires to participate in the construction of pedestrian sidewalk improvements including construction of 3,500 linear feet of new sidewalk to connect existing segments within the Prairie Meadows Subdivision and Autumn Creek Elementary School; and

WHEREAS, the Illinois Department of Transportation (IDOT) is accepting applications for their Safe Routes to School Program, as part of the Grant Application to IDOT it is necessary to provide pledging financial commitment and support for projects increasing the accessibility to schools; and

WHEREAS, this grant would fund \$250,000 of the construction costs for the addition of sidewalks connecting from Prairie Meadows Subdivision and Autumn Creek Elementary School; and

WHEREAS, the ability to provide safe and accessible sidewalks to school for students in the neighborhoods, this would also help to encourage route usage for the community to walk as a healthy opportunity

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

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

Section 2. The City does hereby commit to paying up to the remainder \$128,000 of the project to complete the design, construction, and construction engineering, and all eligible costs associated with the Project.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

Uniform Grant Application

State Agency Completed Section

1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Transportation
5.	Catalog of State Financial Assistance (CSFA) Number	494-00-1002
6.	CSFA Title	Safe Routes to School (SRTS)
Catalog of Federal Domestic Assistance (CFDA) <input checked="" type="checkbox"/> Not applicable (No federal funding)		
7.	CFDA Number	
8.	CFDA Title	
9.	CFDA Number	
10.	CFDA Title	
Funding Opportunity Information		
11.	Funding Opportunity Number	494-00-1002
12.	Funding Opportunity Title	Safe Routes to School Program
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
13.	Competition Identification Number	
14.	Competition Identification Title	

Applicant Completed Section

Applicant Information		
15.	Legal Name	United City of Yorkville
16.	Common Name (DBA)	City of Yorkville
17.	Employer / Taxpayer Identification Number (EIN, TIN)	36-6006-169
18.	Organizational DUNS number and/or UEI Number (SAM.GOV)	112382973
19.	GATA ID	Assigned through the Grantee Portal
20.	SAM Cage Code	7VUG5
21.	Business Address	Street address: 651 Prairie Pointe Drive City: Yorkville State: IL County: Kendall Zip + 4: 60560 + 1133
Applicant's Organizational Unit		
22.	Department Name	Administration
23.	Division Name	
Applicant's Name and Contact Information for Person to be Contacted for <i>Program</i> Matters involving this Application		
24.	First Name	Erin
25.	Last Name	Willrett
26.	Suffix	
27.	Title	Assistant City Administrator
28.	Organizational Affiliation	
29.	Telephone Number	630-553-4350
30.	Fax Number	630-553-7575
31.	Email address	Ewillrett@gmail.com
Applicant's Name and Contact Information for Person to be Contacted for <i>Business/Administrative Office</i> Matters involving this Application		
32.	First Name	Bart
33.	Last Name	Olson
34.	Suffix	
35.	Title	City Administrator
36.	Organizational Affiliation	
37.	Telephone Number	630-553-4350
38.	Fax Number	630-553-7575

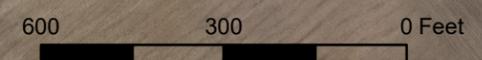
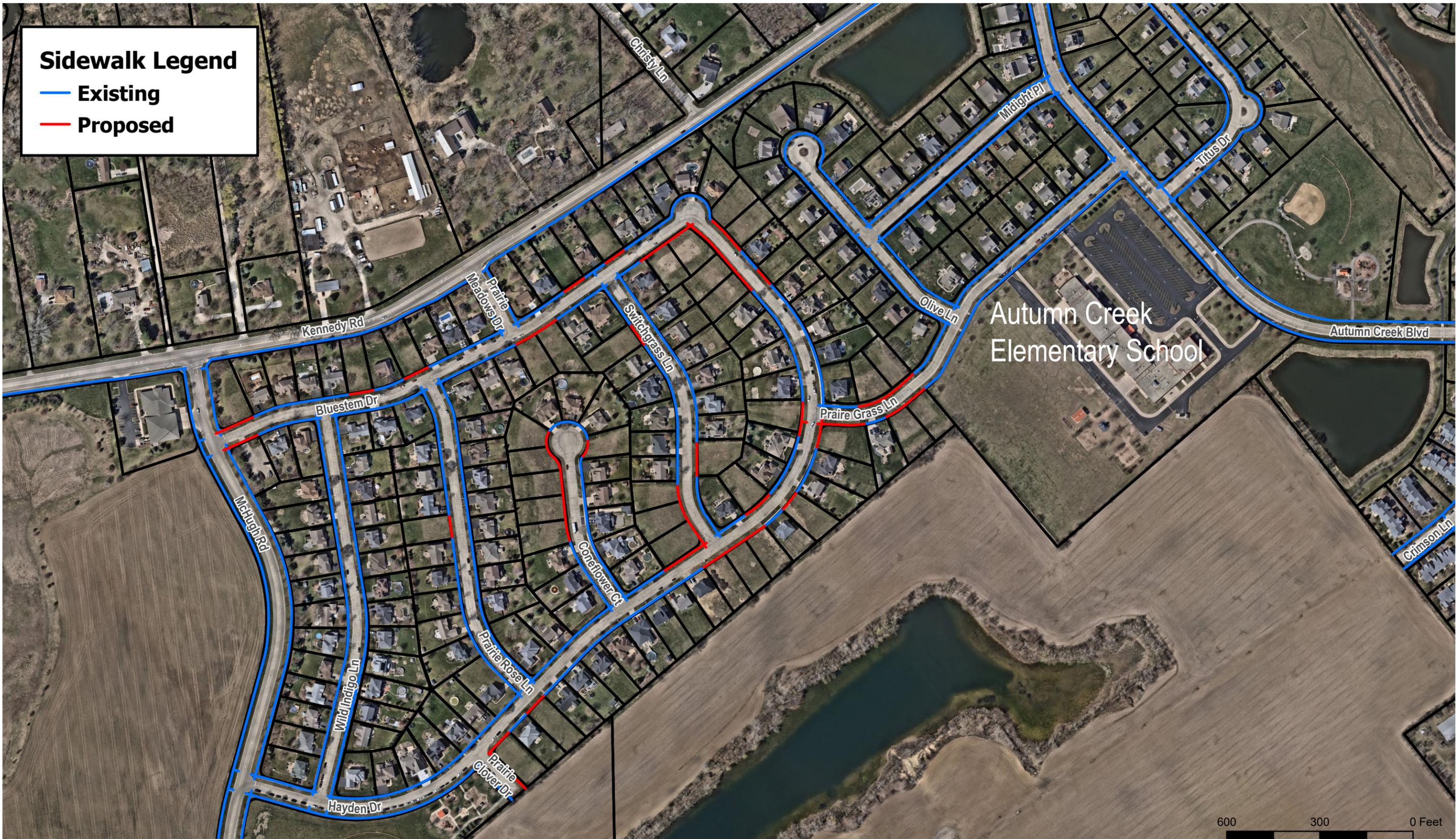
Applicant Completed Section		
39.	Email address	bolson@yorkville.il.us
Areas Affected		
40.	Areas Affected by the Project (cities, counties, state-wide)	Add Attachments (e.g., maps) City of Yorkville
41.	Legislative and Congressional Districts of Applicant	US Congressional District #14, Illinois Senate District #25, Illinois Representative District #50
42.	Legislative and Congressional Districts of Program / Project	US Congressional District #14, Illinois Senate District #25, Illinois Representative District #50
Applicant's Project		
43.	Description Title of Applicant's Project	Yorkville Prairie Meadows Sidewalk Project
44.	Proposed Project Term	Start Date: Spring 2026 End Date: Fall 2026
45.	Estimated Funding (include all that apply)	<input checked="" type="checkbox"/> Amount Requested from the State: 250,000 <input checked="" type="checkbox"/> Applicant Contribution (e.g., in kind, matching): 231,000 <input type="checkbox"/> Local Contribution: <input type="checkbox"/> Other Source of Contribution: <input type="checkbox"/> Program Income: <div style="text-align: right;">Total Amount 481,000</div>
Applicant Certification:		
<p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)</p> <p>(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		
Authorized Representative		
46.	First Name	John
47.	Last Name	Purcell
48.	Suffix	
49.	Title	Mayor
50.	Telephone Number	630-553-4350
51.	Fax Number	630-553-7575
52.	Email Address	jpurcell@yorkville.il.us
53.	Signature of Authorized Representative	

Applicant Completed Section		
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54.	Date Signed	
-----	-------------	--

Sidewalk Legend

- Existing
- Proposed



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



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

NO.	DATE	REVISIONS

DATE:	AUGUST 2025
PROJECT NO.:	YO2500
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2025\
FILE:	YO2500_2025 SAFE ROUTES TO SCHOOL PLAN

PRAIRIE MEADOWS
LOCATION MAP

2025 SAFE ROUTES TO SCHOOL
SIDEWALK PLAN





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

Agenda Item Number

New Business #13

Tracking Number

PW 2025-93

Agenda Item Summary Memo

Title: Moda Homes – Call of Performance Bonds

Meeting and Date: Public Works Committee – September 16, 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: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Krysti J. Barksdale-Noble, Director of Community Development
CC: Bart Olson, City Administrator
Brad Sanderson, EEI
Date: September 11, 2025
Subject: **Bristol Bay – Units 10, 12 and 13**
Call of Performance Bonds

Summary

Staff is seeking authorization from the City Council to call performance guarantee bonds held by the City for the completion of certain public improvements within Units 10, 12 and 13 of the Bristol Bay subdivision. The City currently has the following three (3) bonds: United States Fire Insurance Company Bond No. 6213020364 (Unit 10) in the amount of \$486,992.50; United States Fire Insurance Company Bond No. 6213020373 (Unit 12) in the amount of \$217,452.00; and United States Fire Insurance Company Bond No. 6213017205 in the amount of \$1,053,328.16, collectively totaling \$1,757,772.66. The City has previously approved partial bond reductions within these units of the Bristol Bay subdivision reducing the original bond totals from approximately \$5.5 million to its current collective total value. However, no infrastructure has been accepted by the City.

Background

As the committee may recall, the developer for Bristol Bay Units 10, 12 and 13, is Troy Mertz of Moda Homes. In 2019, Moda Homes took over ownership from national home builder, Pulte Homes, to complete the approved master planned residential subdivision consisting of townhomes, condominiums (multi-family), and single-family dwelling units. While construction began in 2022 within each of these units, multiple homesites remain unfinished/undeveloped and public infrastructure remains incomplete.

The United City of Yorkville, through its City Attorney and consulting engineer (Engineering Enterprises, Inc. – EEI), has issued multiple notices to Moda Homes regarding the completion of required public infrastructure improvements which is secured by a subdivision bond to ensure timely and proper completion of improvements.

Despite repeated requests for updates and completion schedules, the developer has not responded to EEI or the City. The lack of response constitutes noncompliance with the Unified Development Ordinance (UDO) and places each subdivision in default, thereby triggering the City's right to call the bonds.

Subdivision Status

Below is a summary of each unit's status within the subdivision which correlates to the attached packet materials:

Bristol Bay Unit 10

- **Bond:** Subdivision Bond No. 6213020364

- **Obligations:** Completion of all public infrastructure improvements required by the approved plans.
- **Deadline:** On July 21, 2025, EEI requested a status report and updated completion schedule by July 30, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Bristol Bay Unit 12

- **Bond:** Subdivision Bond No. 6213020373
- **Obligations:** Completion of all public infrastructure improvements required by the approved plans.
- **Deadline:** On July 21, 2025, EEI requested a status report and updated completion schedule by July 30, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Bristol Bay Unit 13

- **Bond:** Subdivision Bond No. 6213017205
- **Obligations:** Completion of all public infrastructure improvements identified in EEI's punch list.
- **Deadline:** On July 10, 2025, EEI issued a punch list letter requiring a completion schedule by August 1, 2025.
- **Formal Notice:** On August 22, 2025, the City Attorney provided notice to developer that failure to comply with EEI's request for a status report may result in a call of the subdivision bond.
- **Status:** No response received from developer as of September 11, 2025.

Staff Recommendation

The City has determined that the public improvements or other improvements covered by the bonds have not been or are not likely to be completed by the developer, Moda Homes. Therefore, it is the recommendation of staff and the City Attorney to call the subdivision bonds and initiate completion of the outstanding infrastructure.

Should the City Council authorize Staff to call the bonds, a notification letter to the respective surety companies will be drafted and sent via certified mail immediately.

Attachments

1. Bristol Bay Unit 10 Packet
2. Bristol Bay Unit 12 Packet
3. Bristol Bay Unit 13 Packet



2441 Warrenville Road, Suite 310, Lisle, IL 60532

Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ www.ottosenlaw.com

Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 10 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Monday, July 21, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a letter pursuant to Section 10-8-7 of the City's Unified Development Ordinance (the "UDO"), requesting a status report on the ongoing public improvements at Bristol Bay Unit 10 subdivision, and an updated public improvement completion schedule. EEI requested a response from your firm by July 30, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's UDO, your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 10 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213020364 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 10.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb

Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes

encl.



ENGINEERING ENTERPRISES, INC.

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

July 17, 2025

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

**Re: *Bristol Bay – Unit 10 Punch List
United City of Yorkville***

Dear Krysti:

This letter is in regard to the status of the improvements. Per the City's Unified Development Ordinance, at Section 10-8-7, subdivision projects nearing three (3) years into construction are required to submit an updated public improvement completion schedule.

Representatives from EEI recently performed an on-site punch list inspection of the improvements and a summary is listed below.

Construction on Unit 10 was started in October 2022 and has not yet been completed. Therefore, we request that the developer submit the following in writing, no later than 5:00 p.m. on July 30, 2025:

- A status report on public improvements at the Unit 10 subdivision.
- An updated public improvement completion schedule.

General

1. Record drawings shall be completed and submitted to EEI for review and approval.

Water Main

2. All b-boxes shall be located and raised to grade as required.
3. The auxiliary valve box for FH-111 shall be located and raised to grade.
4. The chain for the hydrant cap on FH-134 shall be repaired or replaced.
5. The lid for the FH-142 auxiliary valve box is missing and shall be replaced.

Sanitary Sewer

6. All sanitary sewer main shall be televised and footage submitted to EEI for review and approval.
7. All sanitary structure lids shall be replaced with lids that read "City of Yorkville" and "Sanitary".

8. The following structures shall have the frames reset and chimney seals replaced:

- SAN 117
- SAN 187
- SAN 189

9. The lid for structure SAN 171 shall be removed for inspection.

10. Structure SAN 163 shall be cleaned of debris.

Storm Sewer

11. All storm structures shall be cleaned of mud and debris.

12. Storm sewer pipes shall be televised and footage submitted to EEI for review and approval.

13. Mortar fillets shall be installed in frame corners above adjustment rings in all road inlets and catch basins.

14. All closed structure lids shall be replaced with lids that read "City of Yorkville" and "Storm".

15. The following structures shall have lifting hooks removed:

- STM 412
- STM 414
- STM 416
- STM 460

16. The following structures shall have the frames realigned:

- STM408
- STM 426
- STM 495A

17. The following structures shall have open grates replaced by closed lids per the approved plan:

- STM 422
- STM 481
- STM 508

18. The following storm pipe runs are filled with mud and shall be cleaned of debris:

- STM 495A to STM 496
- STM 496 to STM 498

Roadway

19. Weeds shall be removed from joints between curbs and roadway and asphalt patched as required.

20. Cracks in the curb and gutter throughout the unit shall be saw-cut and sealed with polysulfide crack filler to prevent further damage.

21. Roadway paving shall be completed with 1-1/2" hot mix asphalt surface course, mixture D, N50.

22. Hot pour joint-sealer shall be installed at all pavement-curb joints after completion of the surface course.

23. Sidewalks shall be installed in all undeveloped lots and open spaces per the approved engineering plans.
24. Streetlight installation shall be completed throughout the unit per the approved engineering plan.

Landscaping

25. Landscaping shall be completed throughout the unit.
26. Grading shall be performed at the rear of lots 1712 through 1716 to reduce the slope of the significant elevation change with the neighboring property to a maximum of 1:4 and retaining walls installed where a 1:4 slope cannot be achieved due to the proximity to storm inlets.

Erosion Control

27. All roadways and curbs shall be cleared of mud and debris.
28. Inlet filters and baskets throughout the unit shall be cleared of debris and reinstalled until construction is complete.
29. The site shall be mowed to clear weeds and stabilized per SWPPP requirements.
30. All silt fence shall be repaired until it is removed from the site after construction completion and the establishment of all landscaping.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

PS/emw
Enclosures

- pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Kathy Field-Orr, City Attorney (via e-mail)
Ms. Megan Lamb, City Attorney (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail)



ROADWAYS TO BE CLEARED OF DIRT AND DEBRIS



CLOSED LIDS TO BE STAMPED WITH "CITY OF YORKVILLE"



MORTAR FILLETS TO BE ADDED TO FRAME
CORNERS OVER ADJUSTMENT RINGS



FIRE HYDRANT TO BE RAISED TO GRADE
AND MISSING AUX VALVE LID REPLACED

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2224-DR
DESIGNED:	EMW/TAW
DATE:	July 21, 2025
PROJECT TITLE:	Bristol Bay Unit 10

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY CONSTRUCTION - PRIVATE					
1	BITUMINOUS MATERIALS	SY	8,933.0	\$ 0.50	\$ 4,466.50
2	HMA SURFACE COURSE, MIX D, N50, 1.5"	TON	760	\$ 95.00	\$ 72,200.00
3	SAW CUT AND SEAL CRACKS IN CURB AND GUTTER	EA	30.0	\$ 50.00	\$ 1,500.00
4	HOT POUR JOINT SEALER	LF	5,155	\$ 1.50	\$ 7,732.50
5	PCC SIDEWALK INSTALLATION - 5'	SF	0.0	\$ 15.00	\$ -
6	PCC SIDEWALK INSTALLATION - 4'	SF	13,544	\$ 15.00	\$ 203,160.00
7	BACKFILL CURB	LF	5,155.0	\$ 1.00	\$ 5,155.00
8	PAVEMENT MARKING, 4" YELLOW	LF	851	\$ 3.00	\$ 2,553.00
STORM SEWER CONSTRUCTION - PUBLIC					
9	TELEWISE PIPE	LF	4,892.0	\$ 10.00	\$ 48,920.00
10	CLEAN OUT STORM STRUCTURE	EA	65	\$ 150.00	\$ 9,750.00
11	INSTALL/REINSTALL FILLETS AND MORTAR RINGS	EA	22.0	\$ 100.00	\$ 2,200.00
12	REMOVE AND REPLACE STRUCTURE LID	EA	11	\$ 600.00	\$ 6,600.00
13	REMOVE LIFT HOOKS FROM STRUCTURE	EA	4	\$ 75.00	\$ 300.00
14	REALIGN AND RESET FRAMES AND ADJUSTMENT RINGS	EA	3	\$ 500.00	\$ 1,500.00
15	PIPES CLEANED OF DEBRIS	LS	1	\$ 4,600.00	\$ 4,600.00
WATER MAIN CONSTRUCTION - PUBLIC					
16	LOCATE BBOX AND RAISE TO GRADE	EA	25	\$ 150.00	\$ 3,750.00
17	LOCATE AUXILLARY VALVE BOX AND RAISE TO GRADE	EA	1	\$ 500.00	\$ 500.00
18	REPLACE FIRE HYDRANT CAP SECURITY CHAIN	EA	1	\$ 50.00	\$ 50.00
19	REPLACE AUXILLARY VALVE BOX LID	EA	1	\$ 100.00	\$ 100.00
SANITARY SEWER CONSTRUCTION - PUBLIC					
20	TELEWISE PIPE	LF	2606	\$ 10.00	\$ 26,060.00
21	REMOVE AND REPLACE STRUCTURE LID	EA	17	\$ 600.00	\$ 10,200.00
22	REALIGN AND RESET FRAME	EA	4	\$ 500.00	\$ 2,000.00
23	REMOVE AND INSTALL NEW CHIMNEY SEAL	EA	4	\$ 1,000.00	\$ 4,000.00
24	CLEAN OUT SANITARY STRUCTURE	EA	1	\$ 150.00	\$ 150.00
MISC. AND EROSION CONTROL					
25	LANDSCAPING COMPLETE	LS	1	\$ 50,000.00	\$ 50,000.00
26	PERIMETER EROSION BARRIER	LF	2862	\$ 5.50	\$ 15,741.00
27	INLET PROTECTION (ROAD ONLY)	EA	20	\$ 200.00	\$ 4,000.00
28	PREPARE RECORD DRAWINGS	LS	1	\$ 8,250.00	\$ 8,250.00

TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST \$ 495,438.00





2441 Warrenville Road, Suite 310, Lisle, IL 60532

Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ www.ottosenlaw.com

Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 12 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Monday, July 21, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a letter pursuant to Section 10-8-7 of the City's Unified Development Ordinance (the "UDO"), requesting a status report on the ongoing public improvements at Bristol Bay Unit 12 subdivision, and an updated public improvement completion schedule. EEI requested a response from your firm by July 30, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's UDO, your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 12 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213020373 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 12.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb

Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes

encl.



ENGINEERING ENTERPRISES, INC.

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

July 17, 2025

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

**Re: *Bristol Bay – Unit 12 Punch List
United City of Yorkville***

Dear Krysti:

This letter is in regard to the status of the improvements. Per the City's Unified Development Ordinance, at Section 10-8-7, subdivision projects nearing three (3) years into construction are required to submit an updated public improvement completion schedule.

Representatives from EEI recently performed an on-site punch list inspection of the improvements and a summary is listed below.

Construction on Unit 10 was started in October 2022 and has not yet been completed. Therefore, we request that the developer submit the following in writing, no later than 5:00 p.m. on July 30, 2025:

- A status report on public improvements at the Unit 10 subdivision.
- An updated public improvement completion schedule.

General

1. Record drawings shall be completed and submitted to EEI for review and approval.

Water Main

2. All b-boxes shall be located and raised to grade as required.
3. FH 164 and its auxiliary valve shall be raised to grade following surrounding grading.
4. The lid for the FH-164 auxiliary valve box is missing and shall be replaced.

Sanitary Sewer

5. All sanitary sewer main shall be televised and footage submitted to EEI for review and approval.

6. All sanitary structure lids shall be replaced with lids that read "City of Yorkville" and "Sanitary".

7. The following structures shall have the frames reset and chimney seals replaced:

- SAN 135
- SAN 183

Storm Sewer

8. All storm structures shall be cleaned of mud and debris.

9. Storm sewer pipes shall be televised and footage submitted to EEI for review and approval.

10. Mortar fillets shall be installed in frame corners above adjustment rings in all road inlets and catch basins.

11. All closed structure lids shall be replaced with lids that read "City of Yorkville" and "Storm".

12. The following structures shall have grates unburied for inspection:

- STM 296
- STM 298
- STM 300
- STM 315A
- STM 470

Roadway

13. Weeds shall be removed from joints between curbs and roadway and asphalt patched as required.

14. Cracks in the curb and gutter throughout the unit shall be saw-cut and sealed with polysulfide crack filler to prevent further damage.

15. Roadway paving shall be completed with 1-1/2" hot mix asphalt surface course, mixture D, N50.

16. Hot pour joint-sealer shall be installed at all pavement-curb joints after completion of the surface course.

17. Sidewalks shall be installed in all undeveloped lots and open spaces per the approved engineering plans.

18. Streetlight installation shall be completed throughout the unit per the approved engineering plan.

Landscaping

19. Landscaping shall be completed throughout the unit.
20. Grading shall be performed at the rear of lots 1717 through 1719 to reduce the slope of the significant elevation change with the neighboring property to a maximum of 1:4 and retaining walls installed where a 1:4 slope cannot be achieved due to the proximity to storm inlets.

Erosion Control

21. All roadways and curbs shall be cleared of mud and debris.
22. Inlet filters and baskets throughout the unit shall be cleared of debris and reinstalled until construction is complete.
23. The site shall be mowed to clear weeds and stabilized per SWPPP requirements.
24. All silt fence shall be repaired until it is removed from the site after construction completion and the establishment of all landscaping.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/emw
Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Kathy Field-Orr, City Attorney (via e-mail)
Ms. Megan Lamb, City Attorney (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail)



CLOSED LIDS TO BE STAMPED WITH "CITY OF YORKVILLE"



MORTAR FILLETS TO BE ADDED TO FRAME CORNERS OVER ADJUSTMENT RINGS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2225-DR
DESIGNED:	EMW/TAW
DATE:	July 21, 2025
PROJECT TITLE:	Bristol Bay Unit 12

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY CONSTRUCTION - PRIVATE					
1	BITUMINOUS MATERIALS	SY	3,434.0	\$ 0.50	\$ 1,717.00
2	HMA SURFACE COURSE, MIX D, N50, 1.5"	TON	290	\$ 95.00	\$ 27,550.00
3	SAW CUT AND SEAL CRACKS IN CURB AND GUTTER	EA	10.0	\$ 50.00	\$ 500.00
4	HOT POUR JOINT SEALER	LF	1,877	\$ 1.50	\$ 2,815.50
5	PCC SIDEWALK INSTALLATION - 5'	SF	0.0	\$ 15.00	\$ -
6	PCC SIDEWALK INSTALLATION - 4'	SF	8,202	\$ 15.00	\$ 123,030.00
7	BACKFILL CURB	LF	1,877.0	\$ 1.00	\$ 1,877.00
8	PAVEMENT MARKING, 4" YELLOW	LF	148	\$ 3.00	\$ 444.00
STORM SEWER CONSTRUCTION - PUBLIC					
9	TELEWISE PIPE	LF	1,525.0	\$ 10.00	\$ 15,250.00
10	CLEAN OUT STORM STRUCTURE	EA	17	\$ 150.00	\$ 2,550.00
11	INSTALL/REINSTALL FILLETS AND MORTAR RINGS	EA	3.0	\$ 100.00	\$ 300.00
12	REMOVE AND REPLACE STRUCTURE LID	EA	2	\$ 600.00	\$ 1,200.00
WATER MAIN CONSTRUCTION - PUBLIC					
13	RAISE FIRE HYDRANT TO GRADE	EA	1	\$ 750.00	\$ 750.00
14	LOCATE AUXILLARY VALVE BOX AND RAISE TO GRADE	EA	1	\$ 500.00	\$ 500.00
15	REPLACE AUXILLARY VALVE BOX LID	EA	1	\$ 100.00	\$ 100.00
SANITARY SEWER CONSTRUCTION - PUBLIC					
16	TELEWISE PIPE	LF	1123	\$ 10.00	\$ 11,230.00
17	REMOVE AND REPLACE STRUCTURE LID	EA	8	\$ 600.00	\$ 4,800.00
18	REALIGN AND RESET FRAME	EA	2	\$ 500.00	\$ 1,000.00
19	REMOVE AND INSTALL NEW CHIMNEY SEAL	EA	2	\$ 1,000.00	\$ 2,000.00
MISC. AND EROSION CONTROL					
20	LANDSCAPING COMPLETE	LS	1	\$ 35,000.00	\$ 35,000.00
21	PERIMETER EROSION BARRIER	LF	1592	\$ 5.50	\$ 8,756.00
22	INLET PROTECTION (ROAD ONLY)	EA	3	\$ 200.00	\$ 600.00
23	STREETLIGHTS COMPLETE WITH CABLE	EA	3	\$ 5,500.00	\$ 16,500.00
24	PREPARE RECORD DRAWINGS	LS	1	\$ 6,500.00	\$ 6,500.00

TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST \$ 264,969.50





2441 Warrenville Road, Suite 310, Lisle, IL 60532

Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ www.ottosenlaw.com

Megan Lamb
Attorney

Direct 331.212.8709
mlamb@ottosenlaw.com

via USPS First Class Mail and Email

August 22, 2025

Mr. Troy Mertz
President, Moda Homes
1834 Walden Square, Unit 300
Schaumburg, IL 60173

Re: Bristol Bay Unit 13 Public Infrastructure Improvements

Dear Mr. Mertz,

I serve as City Attorney for the United City of Yorkville. It is my understanding that on Thursday, July 10, 2025, the City's Engineering firm, Engineering Enterprises, Inc. ("EEI"), sent your firm a punch list letter related to the the ongoing public improvements at Bristol Bay Unit 13 subdivision. This letter requested a schedule for the completion of public improvements at Bristol Bay Unit 13 by August 1, 2025. A copy of EEI's letter is attached hereto for your reference.

As of the date of this letter, neither the City nor EEI have received a response to EEI's inquiry. Pursuant to the requirements of the City's Unified Development Ordinance (the "UDO"), your firm is required to respond in full to EEI's letter. Public improvements related to subdivision development projects within the City's boundaries must be completed in a timely manner and must be completed properly and safely.

Failure to comply with the UDO and provide the City and EEI with detailed information on your plans to complete the required public improvements at Bristol Bay Unit 13 will result in our determination that you are unable to complete the required public improvements, therefore resulting in an event of default pursuant to the terms of Subdivision Bond No. 6213017205 (the "Bond"). The City would then have the right to call the Bond for the purpose of completing the required public infrastructure improvements at Bristol Bay Unit 13.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

/s/ Megan A. Lamb

Megan A. Lamb

cc: Bart Olson, City Administrator, United City of Yorkville
Krysti Barksdale-Noble, Community Development Director, United City of Yorkville
Peter Ratos, Building Code Official, United City of Yorkville
Brad Sanderson, President, Engineering Enterprises Inc.
Emilio Barbieri, Moda Homes

encl.



ENGINEERING ENTERPRISES, INC.

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

July 10, 2025

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

**Re: *Bristol Bay – Unit 13 Punch List
United City of Yorkville***

Krysti:

Representatives from Engineering Enterprises, Inc. performed an on-site punch list inspection of the public improvements for the above-referenced project. A summary of the punch list items is listed below.

General

1. All silt fence shall be removed from the site.
2. All construction debris and filter fabric under structure grates shall be removed from the site following completion of construction activities in the surrounding areas.
3. Park Site C shall be final graded per the attached grading plan, have all debris removed, and be seeded per the attached park development standards.
4. Record drawings shall be prepared per the attached requirements and submitted to EEI for review and approval.

Water Main

5. All b-box lids shall be loosened to allow for removal and re-inspection.
6. The b-box lid at Lot 1963 (4459 Tampa Drive) is broken and shall be replaced.

7. The b-box at Lot 1979 (366 Biscayne Lane) shall be lowered to grade.
8. All pre-existing fire hydrants within the unit shall be wire brushed and repainted safety red.
9. All fire hydrant cap chains shall be repaired or replaced as required.
10. Fire Hydrant FH 105 auxiliary valve shall be located and raised to grade for inspection.
11. The following fire hydrant auxiliary valves shall be lowered to grade:
 - FH 153
 - FH 308A
12. Valve Box VB 308 shall be lowered to grade.

Sanitary Main

13. All sanitary main shall be televised and the footage submitted to EEI for review and approval.
14. The following structures shall have frames and rings reset and chimney seals replaced:
 - SAN 149
 - SAN 157

Storm Main

15. All storm inlets and catch basins shall be cleared of debris.
16. The following structure lids/grates shall be loosened to allow for removal and re-inspection:
 - INL 132
 - INL 190
 - INL 192
 - INL 202
 - INL 204
 - INL 206
 - INL 208
 - INL 214
 - INL 221
 - INL 222
 - INL 226
 - INL 350
 - INL 352
17. All storm lines shall be televised and the footage submitted to EEI for review and approval.
18. The following structures shall be lowered to grade:
 - STM 120
 - STM 234

19. Structure STM-246 shall be located and raised to grade for inspection.

Roadway

20. Sidewalk shall be completed for all vacant lots throughout the Unit.

21. Sidewalk shall be completed on both sides of Monterey Avenue and connected to the existing path along Rosenwinkel Street.

22. Sidewalk shall be completed around Biscayne Court and access to the City park path tied in appropriately.

23. There are several locations throughout the unit where the curb is severely cracked, requiring the cracks to be sealed. These cracks are to be saw cut as marked out by EEI and sealed with caulk/epoxy sealer.

24. There are several areas of curb throughout the unit that are considered unacceptable due to excessive cracking, chipping, sinking, or spalling requiring sections to be removed and replaced. These areas are to be removed and replaced as marked out by EEI, with a minimum 5-foot length of curb and gutter section:

- Lot 1967
- Lot 1985
- Lot 2007
- Lot 2011
- Lot 2019

25. The binder course and curb have settled severely on Tampa Drive near STM 230. The binder and curb shall be removed, subgrade replaced as necessary, and curb and binder course replaced prior to surface course paving.

26. Hot-mix asphalt surface course, Mix D, N50 shall be placed throughout the Unit. Prior to paving operations, butt joints shall be constructed as required and bituminous prime coat shall be applied. The asphalt surface course shall be placed this construction season.

27. Once installation of the hot-mix asphalt surface course has been completed, joint between the gutter and pavement shall be routed and hot-poured joint sealer used to seal the joint and used at every edge of pavement.

Landscaping

28. Various parkway trees have died/are dying and shall be replaced.

- Lot 1964
- Lot 2008 (west side)
- Lot 2020 (x2 – north and west sides)

Ms. Krysti Barksdale-Noble

July 10, 2025

Page 4

29. Parkway trees in front of undeveloped lots shall be installed per the landscaping plan.

30. Restoration shall be performed to meet Park Development standards at the entrance to the City park at Biscayne Court.

31. Parkway behind STM 1090 shall be leveled to final grade and restoration of the area be performed.

A schedule for the completion of the above should be provided by August 1st. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



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

BPS/emw
Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Gina Nelson, Admin Assistant (via e-mail)
Ms. Jori Behland, City Clerk (via e-mail)
Mr. Emilio Barbieri, Moda Homes (via e-mail)
COY Building Department, (via e-mail)
BPS, TAW, EMW, EEI (Via e-mail)



BISCAYNE COURT SIDEWALK AND CONNECTION TO PATH TO BE INSTALLED AND LANDSCAPED



DYING TREES TO BE REPLACED



SUNKEN ROAD AND CURB TO BE
REMOVED, INVESTIGATED, AND REPLACED



CURB CRACKING TO BE REPAIRED AS
MARKED OUT



MISSING SIDEWALKS AT ROSENWINKEL TO BE INSTALLED



PARK SITE C GRADING TO BE COMPLETED



FIRE HYDRANTS TO BE PAINTED AND
CHAINS REPAIRED



CURBS TO BE REPLACED AS MARKED OUT



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 – September 16, 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.

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: 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
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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