



**City of Wilmington
1165 South Water Street
Wilmington, IL 60481**

**Agenda Regular City Council Meeting
Wilmington City Hall - Council Chambers
March 21, 2023, at 7:00 p.m.
In-Person & Via Zoom**

join by video at:

<https://us02web.zoom.us/j/81031791722?pwd=dDZ3K3dVT3RyWjk3cGUxVkZJQjl1UT09>

join by phone at:

1-312-626-6799

Meeting ID: 810 3179 1722 / Passcode: 682061

IN ACCORDANCE WITH PUBLIC ACT 101-0640, 5 ILCS 120/7(e), THIS CITY COUNCIL MEETING WILL BE HELD IN-PERSON AND REMOTELY BASED ON THE GUBERNATORIAL DISASTER DECLARATION AND THE MAYOR OF THE CITY OF WILMINGTON DETERMINING THAT A FULL IN-PERSON MEETING IS NOT PRACTICAL OR PRUDENT. MEMBERS OF THE GENERAL PUBLIC WILL BE ABLE TO VIEW AND PARTICIPATE IN THE MEETINGS REMOTELY AS WELL.

1. Call to Order by Mayor Dietz

2. Pledge of Allegiance

3. Roll Call by City Clerk

Kevin Kirwin
Dennis Vice
Leslie Allred
Todd Holmes

Ryan Jeffries
Ryan Knight
Jonathan Mietzner
Thomas Smith

4. Approval of the Previous City Council Meeting Minutes

5. Mayor's Report

6. Public Comment *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

7. Planning & Zoning Commission

- a. Consideration to approve the 2023 City of Wilmington Zoning Map

The next meeting is scheduled for April 13, 2023, at 5:00 pm

8. Committee of the Whole

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

1. Approval of the \$100 per day fee charge for outside agencies to utilize the Wilmington Police Range

*Posting Date:
3/17/2023 9:55 AM jz*

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

1. Approval of Ordinance No. 23-03-21-01, An Ordinance Amending the Ordinance Relating to Order of Business for City Council Meetings
2. Approval of Ordinance No. 23-03-21-02, An Amending the Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens and City of Wilmington
3. Approval of Ordinance No. 23-03-21-03, An Ordinance Adopting an Adopt-A-Highway Program for the City of Wilmington
4. Approval of the Exemptions to 150.89 Section C Recreational Vehicles at 722 Ridge Street

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

1. Approval of the Alley Storm Sewer addition between the 200 blocks of N. Water Street and N. Main Street in the amount of \$9,100
2. Approval of the Purchase of Residential Water Meters from Utility Pipe sales in the amount of \$28,756
3. Approval of the Purchase of a 2HP Pump from Metropolitan Industries Inc. for the North Island Lift Station in the amount of \$7,290
4. Approval of the Purchase of a New 6HP Flygt Pump from Xylem in the amount of \$14,370.64
5. Approval of the Proposal by Geosyntec Consultants to Conduct the Nutrient Assessment Reduction Plan not to exceed \$112,200
6. Consideration to approve and issue a sewer credit to Robyn Krug at 912 S. Water Street in the amount of \$1,737.20
7. Consideration to approve the payment of \$5,480.63 for 27,750 pounds of Alum to Alexander Chemical Corporation
8. Consideration to approve BLR 14220, A Resolution (No. 2023-08) for Maintenance Under the Illinois Highway Code for Road Resurfacing in the sum of \$975,000
9. Approve Final Engineer's Payment Estimate #10, as recommended by ESI, Payable to Austin Tyler Construction in the of \$113,679.22 for the IL Rte 53 at Peotone/Kankakee River Drive Project (12-00047-00-CH)
10. Approve Authorization No. 8 Final Request for Approval of Change of Plans for the IL Rte 53 at Peotone/Kankakee River Drive Project (12-00047-00-CH)
11. Approve & Authorize the City Administrator to Execute the Final Report of Expenditures in the Award of \$2,931,689.91 for the IL Rte 53 at Peotone/Kankakee River Drive Project (12-00047-00-CH)

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

1. Approve the Accounts Payable Reports
2. Approve and Authorize the Execution of the No Decision Performance Agreement for Catfish Days in the amount of \$1,500
3. Approve and Authorize the Execution of the Portable State Rental Agreement for Catfish Days in the amount of \$1,100
4. Approve the Final Retention in the Amount of \$29,457.97 to Lex Cox and Sons for the Kankakee Street Project

9. Attorney & Staff Reports

10. Executive Session

- Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]
- Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]
- Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)]
- Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

11. Possible Action Following Executive Session

12. Adjournment

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
March 7, 2023**

Call to Order

The Regular Meeting of the Wilmington City Council on March 7, 2023, was called to order at 7:00 p.m. by Mayor Ben Dietz in the Council Chamber of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members of the corporate authorities answered "Here" or "Present":

Aldermen Present Kirwin, Knight, Jeffries, Vice, Allred, Mietzner, Smith, Holmes

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order

Other Officials in Attendance

Also, in attendance were City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Public Works Director James Gretencord, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller

Approval of the Previous Regular City Council Meeting

Alderman Vice made a motion and Alderman Holmes seconded to approve the February 21, 2023 meeting minutes with the necessary changes and have them placed on file

Upon roll call, the vote was:

AYES: 7 Smith, Mietzner, Vice, Jeffries, Kirwin, Knight, Holmes

NAYS: 0

PASS: 1 Allred

The motion carried.

Mayor's Report

Mayor Dietz announced the 175th Anniversary of the I&M Canal Proclamation

Public Comment

Robin and Brandon Krug experienced a broken water pipe that ran consecutively for approximately seventeen days at their place of business on S. Water Street and made the request to the Council for them to consider removing the fees related to the sewer portion of their utility bill. After much Council discussion, the request from the Council was to know the current procedures that are in place and if the software being utilized has a mechanism to report leaks directly to the customer. Mayor Dietz stated that the Council's questions and concerns will be addressed at the March 14th Committee of the Whole meeting. The Krug's documentation and request will be reviewed by Staff who will follow up with the Krug's.

Planning & Zoning Commission

Alderman Vice made a motion and Alderman Kirwin seconded Approve Ordinance No. 23-03-07-01, An Ordinance Approving a Conditional Use for Property Located at 110 Bridge Street, Wilmington, IL60481 (Nelly’s Drive-Thru Window; PIN No. 03-17-25-304-007-0000)

Upon roll call, the vote was:

AYES: 8 Vice, Jeffries, Smith, Allred, Mietzner, Kirwin, Knight, Holmes
NAYS: 0

The motion carried.

Alderman Vice made a motion and Alderman Knight seconded Approve Ordinance No. 23-03-07-02, An Ordinance Authorizing the Execution of a Grant of Easement Between the City of Wilmington and Nelson’s Furniture, Inc. (Part of PIN 03-17-25-307-006-0000)

Upon roll call, the vote was:

AYES: 8 Vice, Jeffries, Smith, Allred, Mietzner, Kirwin, Knight, Holmes
NAYS: 0

The motion carried.

Alderman Vice made a motion and Alderman Knight seconded Approve Ordinance No. 23-03-07-03, An Ordinance Approving a Map Amendment from R1 and R3 to B3 - General Commercial and a Conditional Use for Vacant Property Located on School Street, Wilmington, IL 60481 (PIN Nos. 03-17-26-403-009-0000 And 03-17-26-403-011-0000)

Upon roll call, the vote was:

AYES: 8 Vice, Mietzner, Smith, Allred, Jeffries, Kirwin, Knight, Holmes
NAYS: 0

The motion carried.

The next meeting is scheduled for March 8, 2023.

Committee of the Whole Reports

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

Nothing at this time

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

Nothing at this time

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

Nothing at this time

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

Nothing at this time

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

Nothing at this time

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

Alderman Jeffries made a motion and Alderman Knight seconded to Approve the Accounts Payable Reports in the amount of \$237,158.37

Upon roll call, the vote was:

AYES: 8 Jeffries, Kirwin, Knight, Vice, Smith, Allred, Holmes, Mietzner

NAYS: 0

The motion carried

Alderman Kirwin made a motion and Alderman Knight seconded to Approve Resolution No. 2023-06, A Resolution of the City of Wilmington in Support of Tax Increment Financing

Upon roll call, the vote was:

AYES: 8 Jeffries, Kirwin, Knight, Vice, Smith, Allred, Holmes, Mietzner

NAYS: 0

The motion carried

Alderman Kirwin made a motion and Alderman Vice seconded to Approve Resolution No. 2023-07 A Resolution Authorizing Participation in the MissionSquare Retirement Governmental Money Purchase Plan

Upon roll call, the vote was:

AYES: 8 Jeffries, Kirwin, Knight, Vice, Smith, Allred, Holmes, Mietzner

NAYS: 0

The motion carried

Attorney & Staff Reports

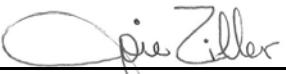
City Administrator Smith reminded us about the upcoming Kankakee River Watershed Conference being held at Kankakee Community College on March 10th.

Chief Zink informed us that the Wilmington Police Department is participating in the Polar Plunge at Braidwood Recreation Club on March 10th.

Adjournment

The motion to adjourn the meeting was made by Alderman Knight and seconded by Alderman Allred. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on March 7, 2023, adjourned at 7:37 p.m.

Respectfully submitted,



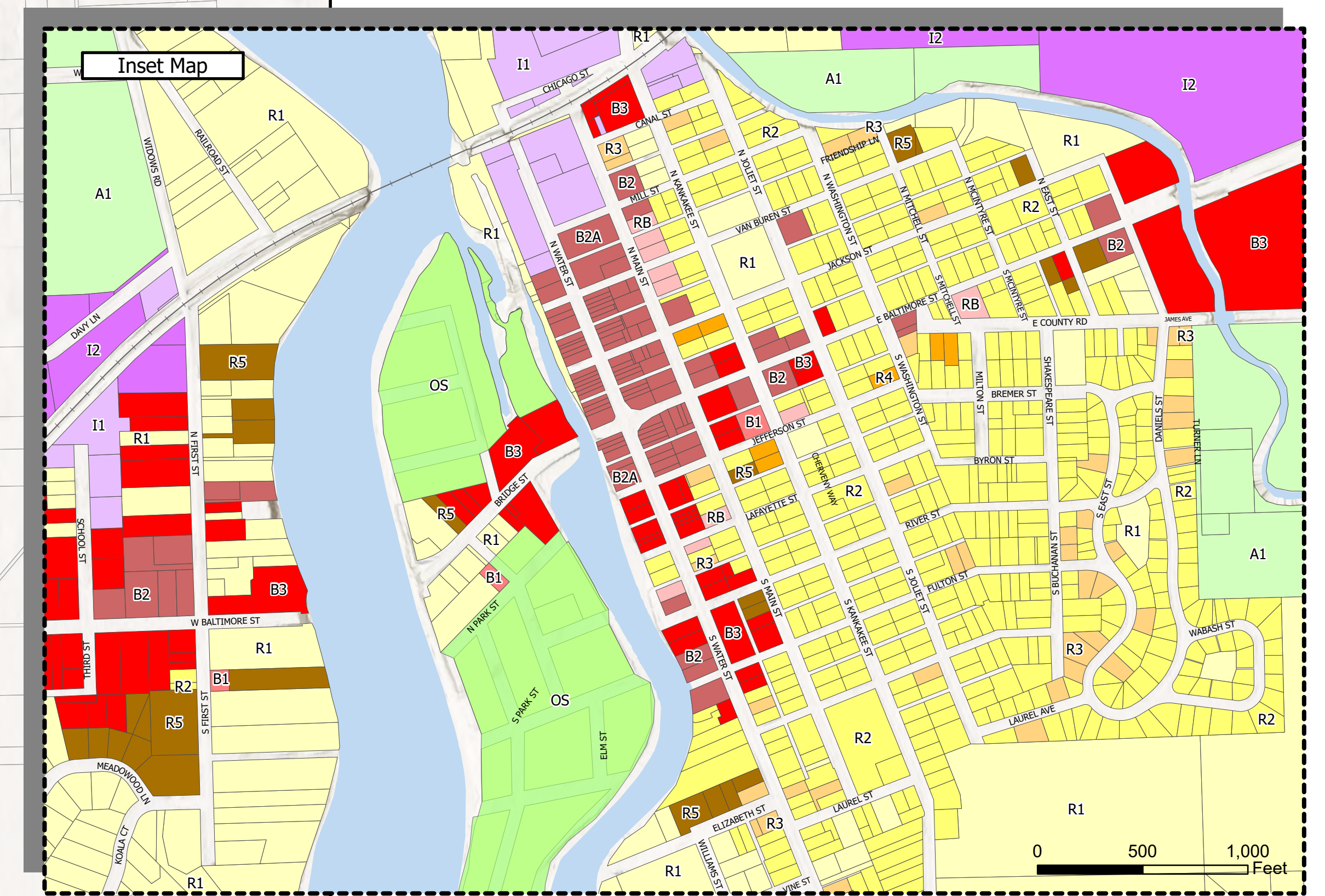
Joie Ziller, Deputy City Clerk



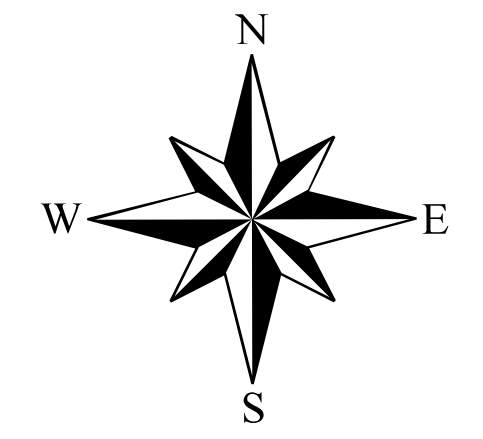
CITY OF WILMINGTON 2023 ZONING MAP

Legend

- WILMINGTON CORPORATE LIMITS
- A1- AGRICULTURAL
- ER- ESTATE RESIDENTIAL
- GR- GENERAL RESIDENTIAL
- R1- RESIDENTIAL SINGLE FAMILY
- R2- RESIDENTIAL SINGLE FAMILY
- R3- RESIDENTIAL TWO FAMILY
- R4- RESIDENTIAL SINGLE FAMILY ATTACHED
- R5- RESIDENTIAL MULTI-FAMILY
- RB- RESTRICTED BUSINESS
- B1- NEIGHBORHOOD COMMERCIAL
- B2- LIGHT COMMERCIAL
- B2A- CENTRAL BUSINESS
- B3- GENERAL COMMERCIAL
- I1- OFFICE, RESEARCH, LIGHT INDUSTRIAL
- I2- LIGHT INDUSTRIAL
- I3- HEAVY INDUSTRIAL
- I4- LARGE SCALE INDUSTRIAL
- I5- LARGE SCALE PLANNED INDUSTRIAL
- OPEN SPACE



Pending Approval by City Council. Updated 3/3/2023



0 1/2 1 Mile

PUBLISHED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS 60481
 Parcel boundaries are to be used only as a reference and may change without notice. True property boundaries are shown in official legal descriptions and plats on file with the Will County Recorder of Deeds.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The City of Wilmington makes no warranties, expressed or implied, to the use of the Data. Parcel data provided by Will County GIS

Approved by Council on 05/03/2022
Map Amendment from B2-Light Commercial to B3-General Commercial
131 N. School Street
Wildcat Self-Storage

Approved by Council on 11/15/2022
Annexation and Map Amendment to B3-General Commercial
RT 53 & North River Road
Love's Travel Stops Project

Approved by Council on 12/06/2022
Map Amendment from A1-Agricultural to I1-Office, Research & Light Industrial
23600 Coal City Road
ComEd Antenna Project

Approved by Council on 03/07/2023
Map Amendment from R1 and R3 to B3-General Commercial
School Street
Wildcat Self-Storage



WILMINGTON POLICE DEPARTMENT
Interoffice Memorandum

Date: March 1, 2023
To: Chief Zink
From: Officer Kerr
Subject: Law Enforcement Agency Participation in the Wilmington Police Range Recommendation

Since 2019, I have kept records of the number of range days that guest police and military agencies have used our firearm range for their training needs; these 14 agencies are listed below:

Illinois State Police Joliet Police Shorewood Police Minooka Police Channahon Police
Illinois Secretary of State Police Elwood Police Manhattan Police Braidwood Police
United States Secret Service Crestwood Police Peotone Police
Will County Sheriff's Police USMC 4th Recon Marines

While all of these listed agencies do not use our range every year, as you can see from the table below, the frequency of use by participating agencies has increased over the last 4 years, causing wear and tear and increased maintenance on the range.

Guest Law Enforcement Range Usage at the Wilmington Police Range				
Year	2019	2020	2021	2022
Range Days	21	34	51	94

Even with this increase in use of our range by other agencies, we are still able to accomplish our training needs.

At your direction, I am recommending that participating agencies be charged \$100.00 per day for their continued use of the Wilmington Police Range in order to defray our operating expenses and maintain the range.

ORDINANCE NO.

**AN ORDINANCE AMENDING THE ORDINANCE RELATING TO
ORDER OF BUSINESS FOR CITY COUNCIL MEETINGS**

WHEREAS, the Illinois Municipal Code (65 ILCS 5/1 et. seq.) provides the City of Wilmington authority to determine its own rules of proceeding at City Council meetings;

WHEREAS, the City of Wilmington finds and determines it is in the best interest of the City of Wilmington and its residents to update and amend Section 31.21 of the City of Wilmington Code of Ordinances regarding Order of Business at City Council meetings;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: AMEND 31.21 OF THE CITY OF WILMINGTON CODE OF ORDINANCES

That 31.21 – ORDER OF BUSINESS of TITLE III—ADMINISTRATION of the Code of Ordinances of the City of Wilmington is hereby amended to the following:

31.21 – Order of Business.

The order of business at meetings of the city council shall be as follows:

- (A) Call to Order
- (B) Citizens Comment
- (C) Consent Agenda
- (D) Mayor’s Report
- (E) Order of Business
- (F) Reports and Communication from City Officials
- (G) Aldermen Comments
- (H) Executive Session
- (I) Possible Action of Executive Session Items
- (J) Adjournment

SECTION 2: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect,

impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: EFFECTIVE DATE

That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this ____ day of _____, 2023 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

ORDINANCE NO.

**AN ORDINANCE TO AMEND AN ORDINANCE
TO ENCOURAGE NEW RESIDENTIAL CONSTRUCTION
AND ECONOMIC GROWTH FOR THE CITIZENS AND CITY OF WILMINGTON**

WHEREAS, previously, City Council adopted Ordinance No. 22-06-21-01 on June 21, 2022 that waived certain costs to incentive developers to build on the vacant residential lots within the City of Wilmington; and

WHEREAS, the program has been successful, but developers are interested in the City of Wilmington expanding the program to include single-family attached structures that do not exceed four single-family dwellings; and

WHEREAS, the City of Wilmington finds it in the best interest to expand the residential construction and economic growth incentive as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: WAIVER OF IMPACT FEES

That the City of Wilmington hereby waives the collection of all impact fees set forth in Chapters 152.60, 152.61, and 160, for the next ten (10) residential building permits for currently existing and eligible residentially zoned lots in the City of Wilmington.

SECTION 2: WAIVER OF CONNECTION FEES

That the City of Wilmington hereby waives the collection of all connection fees, but not meter costs, for the next ten (10) eligible residential building permits for currently existing residentially zoned platted lots in the City of Wilmington.

SECTION 3: ELIGIBILITY

- This incentive is valid until ten eligible residential permit applications are completed.
- All ad valorem property taxes and special assessments, if any, on the property for which the application is submitted may not be delinquent. If any ad valorem property taxes and any special assessments are delinquent, the property will not be eligible for the program until such time as all taxes and special assessments due and owing are paid in full and proof thereof of provided to the City of Wilmington.
- The minimum construction valuation must be no less than \$100,000 as determined and approved on the building permit application.
- Only residential (i) single-family detached structures and (ii) single-family attached structures not exceeding four single-family dwellings are eligible for the program.
- Construction must be completed within 180 days.

SECTION 4: REPEALER

Ordinance No. 22-06-21-01, adopted by the City Council on June 21, 2022, is hereby repealed. This program may, at any time after adoption, be amended supplemented, or repealed by a majority vote of the Governing Body.

SECTION 5: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect

SECTION 6: EFFECTIVE DATE

That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this ____ day of _____, 2023 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

ORDINANCE NO. 23-03-21-03

**AN ORDINANCE ADOPTING AN ADOPT-A-HIGHWAY PROGRAM
FOR THE CITY OF WILMINGTON**

WHEREAS, the Illinois Adopt-A-Highway Act (605 ILCS 120/1 et. seq.) allows for private citizens to support municipal anti-litter efforts by allowing groups to adopt a section of highway for the purpose of litter collection, along with uniform guidelines and requirements for the administration of Adopt-A-Highway programs; and

WHEREAS, the City of Wilmington and its corporate authorities find it in the best interest of the health, safety, and welfare of the City and its residents to approve an Adopt-A-Highway program within the City of Wilmington as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: ADOPT-A-HIGHWAY PROGRAM ADOPTED

That the City of Wilmington Code of Ordinances shall be adopted to include the following into Chapter 98 – Litter Control:

Chapter 98 – Litter Control
Article 7. – Adopt-A-Highway Program

98.70 - Adopt-A-Highway Program.

The City of Wilmington hereby establishes an Adopt-A-Highway program pursuant to the Illinois Adopt-A-Highway Act (605 ILCS 1120/1 et seq.) (hereinafter referred to as “the Act”) for the City of Wilmington.

98.71 – Definitions.

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADOPTED SECTION. A length of municipal, right-of-way identified by the City as a safe, adoptable section of right-of-way for adoption by a group. Sections of rights-of-way may be determined inappropriate for adoption for safety reasons. No interstate highway shall be an *ADOPTED SECTION*.

DIRECTOR. The City’s Public Works Director or his or her designee.

GROUP. Members or employees of civic or not-for-profit organizations, and commercial or private enterprises, who have requested to participate, or are participating, in the Adopt-A-Highway program.

GROUP COORDINATOR. The individual selected by a group to serve as its liaison with the City.

GROUP PRESIDENT. The individual who is the recognized leader, president, or chairman for a group.

LITTER. Any unsightly or offensive matter that may include, but is not limited to, disposable packaging, containers, cans, bottles, paper, ashes, and cigar and cigarette butts. *LITTER* does not include hazardous, heavy, large items, or carcasses.

98.72 - Participation.

The Groups may apply to the City for participation in the Adopt-A-Highway program. The Director shall establish the terms and procedures Groups must follow in applying for participation in the Adopt-A-Highway program.

98.73 – Participation Agreement.

The City shall have sole responsibility in determining whether an application is rejected or approved. If the application is approved, the Group Coordinator and Group President shall execute a written agreement with the City that provides for the Group's Participation in the Adopt-A-Highway program. The agreement shall be in the form prescribed by the City and shall, at a minimum, contain the following:

- (A) An acknowledgment by the Group of the hazardous nature of the work involved in participating in the Adopt-A-Highway program;
- (B) An agreement to comply with the terms and conditions in the Act and any other terms and conditions required by the City;
- (C) An agreement that the volunteers or the volunteer's agents shall assume all liability for and hold the State and the State's agents or employees harmless from any and all claims of action resulting from the group's volunteers' or agents' work in the program, except for the negligent acts of the State, and the State's agents or employees;
- (D) An agreement that the volunteers or the volunteers' agents shall assume all liability for and hold the City and the City's agents or employees harmless from any and all claims of action resulting from the group's volunteers' or agents' work in the program, except for the negligent acts of the City and the City's agents or employees;
- (E) An agreement that the members of the Group are jointly and severally bound by the terms and conditions set forth in the agreement; and
- (F) The respective responsibilities of the Group and the City as contained in Sections 25 and 30 of the Act (605 ILCS 120/25 and 605 ILCS 120/30).

98.74 – Terms of Participation.

Groups participating in an Adopt-A-Highway program shall:

- (A) Be required to obey and abide by all laws and regulations relating to safety and any other terms and conditions as required by the City;
- (B) provide one adult supervisor for every 5 youths when persons under age 18 present on an Adopted Section;

- (C) Not allow a person under the age of ten to be a member of the Group who would be volunteering for the purpose of litter collection;
- (D) Require all Group members to attend a safety meeting conducted by the Group before participation in any litter collection along an Adopted Section;
- (E) Require the Group Coordinator, or designee, to conduct Group safety meetings and to receive safety training as required by the City;
- (F) Adopt a section for a minimum of two years;
- (G) Collect Litter along an Adopted Section four times a year, or as required by the Director;
- (H) Require the Group Coordinator to provide prior notice, as required by the Director, whenever the group intends to collect Litter along its adopted section;
- (I) Require Group members to properly wear any safety apparel provided by the City while collecting litter on an Adopted Section;
- (J) Be responsible for prohibiting members from possessing, consuming, or being under the influence of alcohol or drugs while on an Adopted Section;
- (K) Maintain a first-aid kit and an adequate supply of drinking water while members are collecting Litter along an Adopted Section;
- (L) Place Litter in trash bags provided by the City and place filled trash bags at a location on the Adopted Section as designated by the Director; and
- (M) Not subcontract or assign its duties or responsibilities to any other group or organization.

98.75 – Duties of the City.

The City shall:

- (A) Determine the specific section of right-of-way that is adopted;
- (B) Erect a sign that conforms with Section 35 of the Act (605 ILCS 120/35) at each end of an Adopted Section with the name or acronym of the Group displayed;
- (C) Provide a Group with garbage bags;
- (D) Provide a Group with safety apparel and signs cautioning the public, if required by the City;
- (E) Remove filled garbage bags from an Adopted Section as soon as practical after Litter collection has occurred, and shall otherwise be responsible for removing Litter from Adopted Sections only under unusual circumstances such as to remove large, heavy, or hazardous items.
- (F) Develop the safety training programs that are to be utilized by group coordinators in compliance with Section 25 of the Act (605 ILCS 120/25). Safety training programs shall be appropriate for the various types of roadway that may be adopted within a jurisdiction.

98.76 – Termination of Participation Agreement.

The City shall have the right to terminate an agreement if a Group does not meet the terms and conditions of its agreement, this Article, or if the Group's involvement in the Adopt-A-Highway program is inconsistent with any other restrictions or limitations established by the City.

SECTION 2: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect

SECTION 4: EFFECTIVE DATE

That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this ____ day of _____, 2023 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

ADOPT-A-HIGHWAY PROGRAM AGREEMENT

This Adopt-A-Highway Agreement (hereinafter the "Agreement") is made and entered into on this ____ day of _____, 20__, by and between **the City of Wilmington, an Illinois Municipal Corporation (hereinafter the "City")** and

(Business/Organization/Person) (hereinafter the "Group").

Hereby enter into this Adopt-A-Highway Program Agreement.

WHEREAS, the City and Group recognize the need and the desirability of litter-free and visually improved roads in the City of Wilmington;

WHEREAS, the Adopt-A-Highway Program (Program") has been established for community and civic organizations as well as private businesses to contribute toward the effort of maintaining cleaner and more beautiful roadways.

WHEREAS, after the application by the Group, the City approves the Group for the Adopt-A-Highway program for the following Adopted Section:

(Road)

(From what point to what point)

THEREFORE, In furtherance of the Adopt-A-Highway Program for the City, the parties agrees as follows:

I. PURPOSE. The City of Wilmington Adopt-A-Highway Program exists to support the City's litter abatement efforts, consistent with the Illinois Adopt-A-Highway Act (605 ILCS 120/1).

II. DEFINITIONS:

Adoption	An agreement by an individual or group to pick up litter and trash from a specified section of road Right-Of-Way.
Adopt-A-Highway Program	A public participation program of the City designed to assist in the control and reduction of litter on City maintained right-of-way.
Adopted Section	A length of municipal, township, county, or state right-of-way identified by the City as a safe, adoptable section of right-of-way for adoption by a group. Sections of rights-of-way may be determined inappropriate for adoption for safety reasons. No interstate highway shall be an Adopted Section.
City	City of Wilmington

Director	Public Works Director, or his or her designee
Group	Individuals, members or employees of civic or not-for-profit organizations, and commercial or private enterprises, who have requested to participate, or are participating, in the Adopt-A-Highway program.
Group Coordinator	The individual selected by a group to serve as its liaison with the City.
Group President	The individual who is the recognized leader, president, or chairman for a group.
Program	The Adopt-A-Highway Program
Litter	Any unsightly or offensive matter that may include, but is not limited to, disposable packaging, containers, cans, bottles, paper, ashes, and cigar and cigarette butts. LITTER does not include hazardous, heavy, large items, or carcasses.

III. PARTICIPATION IN ADOPT-A-HIGHWAY PROGRAM

The adoption of an Adopted Section is a privilege in consideration for public service that may be granted by the City to individuals and/or groups who would assist the Adopt-A-Highway Program in achieving its purpose of a clean roadside.

Only individuals and/or groups determined by the City to be responsible and to exhibit in good faith the willingness and the capacity to perform the responsibilities of the program will be allowed to adopt a road.

The City may refuse to grant a request to adopt a section of road if, in its opinion, granting the request would jeopardize the Program be counterproductive to its purpose or create a hazard to the safety of the public. Roadway safety is a principal concern in all decisions related to the Program.

Group must assume responsibility for their own safety. They are not afforded insurance coverage under any of the City's insurance policies.

They are not entitled to worker's compensation coverage. By entering into this Agreement, the Group acknowledges that they are aware of the potentially hazardous nature of the work, and they agree to hold the City and the City employees harmless for any injuries that they may cause or suffer or damages that they may cause or suffer as a result of participation in the Program.

This Agreement shall be for an initial Term of a period of two years from the date of execution of this Agreement, and shall automatically renew for additional one year terms unless either party terminates this Agreement in writing with at least thirty (30) day notice.

Group are encouraged to recycle materials collected from the Adopted section when it is feasible to do so.

IV. RESPONSIBILITIES OF GROUP AND CITY

The Group in the Adopt-A-Highway Program will be subject to each of the following requirements and responsibilities:

1. Appoint or select a Group Coordinator and Group President to act on behalf of the group;
2. Obey and abide by the Illinois Adopt-A-Highway Act, the City's Adopt-A-Highway Ordinances, all laws and regulations relating to safety, City's guidelines, safety suggestions and requirements, and other terms and conditions set forth in the Agreement;
3. Provide one adult supervisor for every 5 youths when persons under age 18 present on an Adopted Section;
4. Not allow any person under the age of 10 to be a member of the Group who would be volunteering for the purposes of litter collection;
5. Require the Group Coordinator, or designee, to conduct Group safety meetings and to receive safety training as required by the City;
6. Require all Group members to attend a safety meeting conducted by the Group, view the City's safety video, and sign the Agreement acknowledging the Group attended such safety meetings before participating in the litter collection along the Adopted Section;
7. Adopt a section for a minimum of two years;
8. Pick up litter a minimum of once month, and more often as necessary to maintain a clean Right of Way;
9. Require the Group Coordinator to provide prior notice, as required by the Director, whenever the group intends to collect Litter along its adopted section;
10. Require Group members to properly wear any safety apparel provided by the City while collecting litter on an Adopted Section, including but not limited to wearing an ANSI class 2 compliant safety vest or shirt;
11. Ensuring that each individual Program participant of the group wears clothing or apparatus that will not impair vision, hearing, or movement during the litter collection. Example: MP3 players, cell phones, earbuds;
12. Ensuring that attire that might divert the attention of motorists is not worn by Group during collection activities;
13. Be responsible for prohibiting members from possessing, consuming, or being under the influence of alcohol or drugs while on an Adopted Section;
14. Maintain a first-aid kit and an adequate supply of drinking water while members are collecting Litter along an Adopted Section;
15. Place Litter in trash bags provided by the City and place filled trash bags at a location on the Adopted Section as designated by the Director;
16. Not subcontract or assign its duties or responsibilities to any other group or organization;
17. Ensure that no signs, posters or other display material that might distract motorists are brought to the Adopted section by group members during or between pick-ups;
18. File reports, as prescribed by the City, after each litter collection.; and
19. Ensuring that all provisions of the Agreement are fully performed.

V. THE CITY'S PARTICIPATION IN THE ADOPT-A-HIGHWAY PROGRAM WILL INCLUDE THE FOLLOWING:

1. Work with the individuals and/or group to determine the specific section of City road Right-of-Way to be adopted;
2. Provide safety vests, trash bags and safety information;
3. Erect two signs, one at each end of the Adopted section, with the individuals and/or group name or acronym displayed, unless, in the opinion of the City, erecting signs would jeopardize the Program, be counter-productive to its purpose, or create a hazard to the safety of the public;
4. Removal of filled trash bags and bulky items;
5. Removing litter from the Adopted Section under unusual circumstances; i.e., removal of large, heavy or hazardous items;
6. Monitoring to ensure the objectives of the Program are being met and gauge its effectiveness; and
7. Develop the safety training programs that are to be utilized by group coordinators in compliance with Section 25 of the Act (605 ILCS 120/25). Safety training programs shall be appropriate for the various types of roadways that may be adopted within a jurisdiction.

VI. GENERAL LIMITING CONDITIONS

Administrative, legislative and financial constraints subject the Adopt-A-Highway Program to certain limitations.

The Program may, at any time and for any reason, be modified in scope or altered in any manner at the discretion of the City.

The City may consider any factors it deems appropriate in determining what roads will be and will not be eligible for adoption.

The City of Wilmington must approve names, Titles or words placed on Adopt-A-Highway signs.

VII. MODIFICATION/RENEWAL/TERMINATION OF THE AGREEMENT

The Adopt-A-Highway Agreement may be modified in scope or altered in any other manner at the discretion of the City. The Adopt-A-Highway Program is subject to change at any time by the City of Wilmington.

Group will have the option of renewing the Agreement, subject to the approval of the City and the continuation by the City of the Program. Information concerning Group is to be updated at the time of renewal.

The City may terminate the Agreement and/or remove the Adopt-A-Highway signs bearing the Program participant's name or acronym if it finds and determines that the Program participant is not meeting the terms and conditions of the Agreement, that one or more members of a participating group is not responsible, that the Program participant is acting contrary to the

guidelines of the Program, that the adoption is proving to be counter-productive to the program's purpose, that thefts are resulting from the Adoption, or that Group have engaged in irresponsible conduct at the adopted Section.

VIII. ACKNOWLEDGMENTS AND AFFIRMATIONS.

The following individuals will participate in one or more litter collections. By his or her signature, each Group member affirms and understands the following:

1. Each Group member has read, and agrees to be jointly and severally bound by, and to comply with, the terms and conditions set forth in the Adopt-A-Highway Program Agreement;
2. Each Group member shall abide by the City's Adopt-A-Highway Regulations and safety suggestions;
3. Each Group member shall attend a safety meeting and viewed the City's safety video;
4. Each Group member acknowledges and is aware of the potentially hazardous nature of the work to be performed when participating in the Adopt-A-Highway program, and acts at his/her own risk;
5. Each Group member assumes all liability for and holds the State and the State's agents or employees harmless from any and all claims of action resulting from the Group member's work in the program, except for the negligent acts of the State, and the State's agents or employees;
6. Each Group member assumes all liability for and holds the City and the City's agents or employees harmless from any and all claims of action resulting from the Group member's work in the program, except for the negligent acts of the City and the City's agents or employees;
7. Each Group member agrees to follow the City's Adopt-A-Highway Regulations and safety suggestions, which are attached hereto and incorporated herein as Exhibit A;
8. Each Group member acknowledges and understands that they are not afforded insurance coverage under any of the City's insurance policies; and
9. Each Group members understands that he/she is not a City employee, and not entitled to Worker's Compensation Coverage.

NAME	SIGNATURE	ADDRESS	CELL PHONE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY:

CITY OF WILMINGTON,

BY: _____
Ben Dietz, Mayor

GROUP:

Group's Name

BY: _____
Group President's Signature

Group President's Name Printed

Group Contact Information:

Street Address: _____

Group Phone Number: _____

Group Email Address: _____

EXHIBIT A

ADOPT-A-HIGHWAY REGULATIONS AND SAFETY SUGGESTIONS

REMEMBER: You are working in a dangerous environment a public road.

Crew members should possess the following minimum qualifications:

1. Good common sense
 2. Good physical condition, including sight and hearing
 3. Mental alertness
 4. A sense of responsibility for the safety of the public and crew
 5. Must be at least 10 years old
-

SAFETY TIPS:

- Do not attempt to compact (squeeze) trash sacks to gain room for more trash. Injuries from broken or jagged objects often result from this practice.
 - Fill the sack with what goes in easily and then get another bag.
 - Park all vehicles well clear of the roadway and at least ten feet from the shoulder's surface.
 - Keep vehicles on same side of the road as volunteers.
 - Work one side of the road at a time. Car pool to site to reduce number of vehicles.
-

TO PROTECT YOURSELF AND OTHERS, DO THE FOLLOWING:

- Whenever possible, face oncoming traffic while you work. Be prepared to move out of the way of vehicles in an emergency.
- Discontinue work in inclement weather, especially in times of reduced visibility and wet/icy roads.
- Work during daylight hours ONLY.
- Avoid overexertion. Drink plenty of water, especially on warm, humid days.
- Post a lookout to be aware of traffic situations.
- Have a refresher session on safety awareness each time a crew goes out.
- Do not cross traveled sections of roadway.

- Avoid using headsets! Headsets will interfere with hearing oncoming traffic or other potential hazards.
-

WHAT TO WEAR:

- Wear light-colored clothing and safety vest at all times when working on the highway right-of-way.
 - Wear heavy gloves. **Do not pick up discarded syringes or hypodermic needles.**
 - Watch your footing and wear substantial leather shoes or boots with ankle support. Stay off riprap and steep slopes.
 - Wear a hat and long sleeves to avoid sunburn. On sunny days, you may wish to use sunscreen on exposed skin.
-

SOME THINGS TO STAY AWAY FROM:

- Do not touch or attempt to remove known or suspected toxic/hazardous substances. Notify Public Works or the local Police with the location of such items immediately.
- Avoid contact with poison ivy, poison oak and other noxious weeds.
- Do not attempt to pick up items on bridges, in tunnels, or on overpasses. These areas are especially dangerous to pedestrian workers.
- Stay well clear of all mowing, maintenance, or construction activities.
- Do not enter roadway or shoulder areas, paved or unpaved, to pick up trash.

722 Ridge Street - Kyle Meents





MEMO

Date: March 7, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Alley Storm Sewer addition between 200 blocks of N. Water and N. Main Street

Budget Impact: Approximately \$9100 FY 24

Request: Consider the request by downtown business owners for Public Works Street crew to run additional storm sewer drainage down city owned alley.

Discussion: Downtown business owners on the 200 block of N. Water Street have approached city staff with the request to extend the storm sewer from the 200 block of N. Main Street down the city-owned portion of the Alley toward N. Water Street. This would aid business owners by giving them the ability to run their drainage/sump pumps to the manhole if desired. This request stems from the business-owned portion of the properties that hold water and cause flooding in their basements and unsafe ice conditions along the rear of their properties. City staff would not be running sewer on privately owned property—they would be extending sewer so the business owners could have the ability to run their drainage/sump pumps to the manhole if they so desired.

Labor/Material			
Item	Quantity	Price	Total
2' X 4' Concrete Manhole	1	\$ 225.00	\$ 225.00
4" Manhole Frame	1	\$ 215.00	\$ 215.00
Open Grate Manhole Lid	1	\$ 133.00	\$ 133.00
8" SDR 26 Pipe (foot)	170	\$ 18.00	\$3,060.00
Asphalt (ton)	13	\$ 70.00	\$ 910.00
Gravel (ton)	50	\$ 16.00	\$ 800.00
Labor Hours	128	\$ 28.61	\$3,662.08

TOTAL: \$9,005.08



Motion:

Give staff direction on extending City Storm Sewer down the alley between the 200 block of N. Water and N. Main Street.

Thank you in advance for your consideration of this request.



MEMO

Date: March 14, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Residential Water Meter Purchase

Budget Impact: \$28,756 Line Item 17-00-6620 Maintenance Water Meters- Capital

Request: Approve the purchase for 100 residential water meters with accessories.

Discussion: Our inventory of ¾ inch residential water meters is below 40 units. There is currently a four-week lead time to get new meters — therefore we are requesting the approval to purchase 100 ¾ meters with accessories to keep our meter replacement program operating. We have received a quote from Utility Pipe Sales for the needed items at a cost of \$28,756. This is a budgeted request.

Motion: Approve the purchase of residential water meters from Utility Pipe Sales for a total cost of \$28,756

Thank you in advance for your consideration of this request.



MEMO

Date: March 7, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: North Island Lift Station Pump Purchase

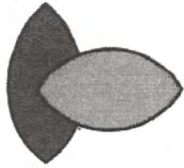
Budget Impact: \$7,290 Line Item 04-00-6560 Maintenance Sewers Collection

Request: Approve the purchase of a 2 HP Pump from Metropolitan Industries Inc.

Discussion: The North Island Lift Station needs two pumps to operate at full capacity in high flow situations. We are requesting the approval to purchase a spare 2HP pump from Metropolitan Industries INC. On 3/1 one pump at North Island Lift Station failed. City Staff was able to get the existing pump working but are requesting the purchase of a back-up for emergency situations.

Motion: Approve the purchase of a 2 HP pump from Metropolitan Industries Inc. for \$7,290 for North Island Lift Station.

Thank you in advance for your consideration of this request.



Metropolitan Industries Inc.
 37 Forestwood Dr
 Romeoville, IL, 60446-1343
 Phone: 815-886-9200
 Web: www.metropolitanind.com

Service Parts Sales

Order No.: OS003966
Order Date: 3/1/2023
Delivery Date: 3/1/2023
Customer ID: 001000
Currency: USD

BILL TO:		SHIP TO:	
City of Wilmington, Illinois 1165 S Water St Wilmington IL 60481-1671 United States of America		City of Wilmington, Illinois 1165 S Water St Wilmington IL 60481-1671 United States of America	
CUSTOMER P.O. NO.	TERMS	CONTACT	
Pat Nugent	Net 30	McGladdery, Deb.	dmcgladdery@metropolitanind.com
FOB POINT	SHIPPING TERMS	SHIP VIA	
		Will Call	

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	51423-025-7 S4N200M2-6 (50'D 6.75") 2 HP, 230/1, 1150 RPM NOTE: 7.5" impeller	1.0000	EACH	7,290.0000	0%	7,290.00

Sales Total:	7,290.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	7,290.00



MEMO

Date: March 14, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Anaerobic Mixer Replacement

Budget Impact: \$14,370.64 Line Item 04-00-6561 Maintenance Sewers Process

Request: Approve the purchase of a 6 HP Pump from Xylem.

Discussion: In February, the pump that moves water from the outermost aeration ditch to the anaerobic box failed. This mixer pump is imperative to our treatment process. City staff reached out to Xylem to receive quotes to rebuild the pump and motor as well for a complete replacement. The cost to rebuild the pump is \$12,038.47. The cost to purchase a brand-new pump is \$14,370.64. It is my recommendation to replace the pump. This is not a budgeted request.

Motion: Approve the purchase of a new 6HP Flygt pump from Xylem at the cost of \$14,370.64.

Thank you in advance for your consideration of this request.



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 2, 2023

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON IL 60481-1671

Quote # 2023-CHI-0217
Project Name: Wilmington Mixer repair / replacement
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Repair

Qty	Description
1	Stator rewind
1	Repair kit. Bearings, Seals and O-rings
1	Repair Rotor Shaft
1	Power Cable Unit,
10	LABOR,SVC FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000
2	Bearings gear box

Repair Price USD \$ 12,038.47

Replacement

Qty	Description
1	Flygt Model SR-4640 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt / 3 phase / 60 Hz 4 HP 855 RPM motor, Prop 7° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector
1	MINI-CASII/FUS 120/24VAC,24VDC
1	SOCKET,11 PIN OCTAL DIN MOUNT
1	Wilto to Flygt adapter

Replacement Price USD \$ 14,370.64

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.



Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Validity: This Quote is valid for (30) days.

Other: Seller's payment shall not be dependent upon Buyer being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Seller.

Customer Acceptance:

A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

COVID 19: The, as of today, lead-time for equipment delivery is as indicated above, however due to the continuing disruptions of COVID-19, including extended production timeframes from our suppliers as a result of raw materials shortages, related labor constraints, and transportation and logistics-related delays due to a shortage of both truckers and containers, we can at this time only state what our current lead-time is expected to be. We will work closely with you to meet your needs as best possible in this uncertain time.





MEMO

Date: March 14, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Geosyntec Nutrient Assessment Reduction Plan

Budget Impact: Not to exceed \$112,200 FY24 Line Item 04-03-6390 Professional Fees-Engineering

Request: Approve the Proposal by Geosyntec consultants to conduct the Nutrient Assessment Reduction Plan (NARP).

Discussion: The Illinois EPA is mandating the City of Wilmington to create a Nutrient Assessment Reduction Plan for our Water Reclamation Plant. The purpose of this plan is to gauge the impact our Water Reclamation Plant has on the Kankakee River. This will allow the IEPA to factor what our allowable phosphorous discharge limits will be going forward. In November 2022, Geosyntec finished Phase 1 of this project — which was created to develop this work plan. Geosyntec has presented this work plan to the Illinois EPA and has received approval. The cost of this will be budgeted for in FY24.

Motion: Approve the proposal by Geosyntec Consultants to conduct the Nutrient Assessment Reduction Plan not to exceed \$112,200.

Thank you in advance for your consideration of this request.

November 17, 2022

James Gretencord
Director of Public Works
City of Wilmington
1165 S. Water Street
Wilmington, Illinois 60481

**Subject: Nutrient Assessment Reduction Plan (NARP) Development for the City of
Wilmington Water Reclamation Plant**

Dear Mr. Gretencord:

Thank you for the opportunity to propose providing consulting services to develop the Nutrient Assessment Reduction Plan (NARP) for the City of Wilmington (City). The NARP is required by a Special Condition in the National Pollutant Discharge Elimination System (NPDES) permit for the City's Water Reclamation Plant (WRP) (NPDES: IL0026085).

Geosyntec developed a NARP workplan which included working with the City to identify the scope, schedule, and cost to develop the NARP. This workplan was presented to the Illinois EPA at a virtual meeting on September 14, 2022. The following scope of work identifies the tasks for executing the scope in the NARP workplan.

SCOPE OF WORK

Geosyntec proposes the following scope of work to develop the City's NARP by December 31, 2023, the deadline specified in the WRP permit.

Task 1. Conduct Data Monitoring and Analysis

The objective of this task is to collect and analyze the water quality data at the locations identified in the NARP workplan.

Approach

Geosyntec staff will collect continuous and discrete water quality samples at the locations shown in Figure 1. The data collection will take place over two weeks between June and July, 2023 targeting low-flow summer conditions when algae growth is expected.

Activities

- Develop a monitoring plan to document the data collection methodology.

- Deploy YSI EXO sondes or equivalent sondes at three (3) locations to collect continuous water quality monitoring data for dissolved oxygen (DO), temperature, pH, and conductivity.
- Collect water quality grab samples weekly at four (4) locations. The grab samples will be analyzed for the following parameters: Carbonaceous Biochemical Oxygen Demand (CBOD), Total Phosphorus (TP), Dissolved Reactive Phosphorus, Total Nitrogen, Ammonia, Nitrate-Nitrite, Total Kjeldahl Nitrogen, Turbidity, Specific Conductance, and Sestonic Chlorophyll-a.
- Conduct three site visits to the sonde locations, download the data, change batteries, clean the sondes, conduct any necessary calibrations, and complete the field logs.
- Organize the results of the water quality monitoring in a spreadsheet and review the data.
- Prepare longitudinal plots of DO, nutrients, and sestonic chlorophyll-a along the mainstem Kankakee River to understand the relationships between sestonic algae, benthic algae, dissolved oxygen, and phosphorus.
- Develop a presentation summarizing the data analysis.
- Conduct a virtual meeting with Chamlin & Associates and the City to present the data analysis.
- Document the work done under this task in a report chapter for the NARP.

Deliverables

- Results of continuous and grab sampling efforts organized in a spreadsheet format.
- Presentation slides and summary presenting the data analysis.
- Report chapter documenting the work under this task.

Assumptions

- The two-week sampling period will be selected based on the flow condition of the river (i.e., low flow).

Task 2. Develop Modeling Tools

Objective

The objective of this task is to develop the modeling tools to support the development of the City's NARP, including identifying phosphorus load reductions and other measures to eliminate the phosphorus-related impairments in the Kankakee River downstream of the WRP.

Approach

Geosyntec will develop and utilize a steady-state Qual2k model to simulate the impact of nutrients on instream water quality in the Kankakee River downstream of the WRP (**Figure 2**). The river reaches included in the instream model are the Kankakee River from downstream of the confluence with Forked Creek to the Illinois River. The reaches are shown in **Figure 1** below.

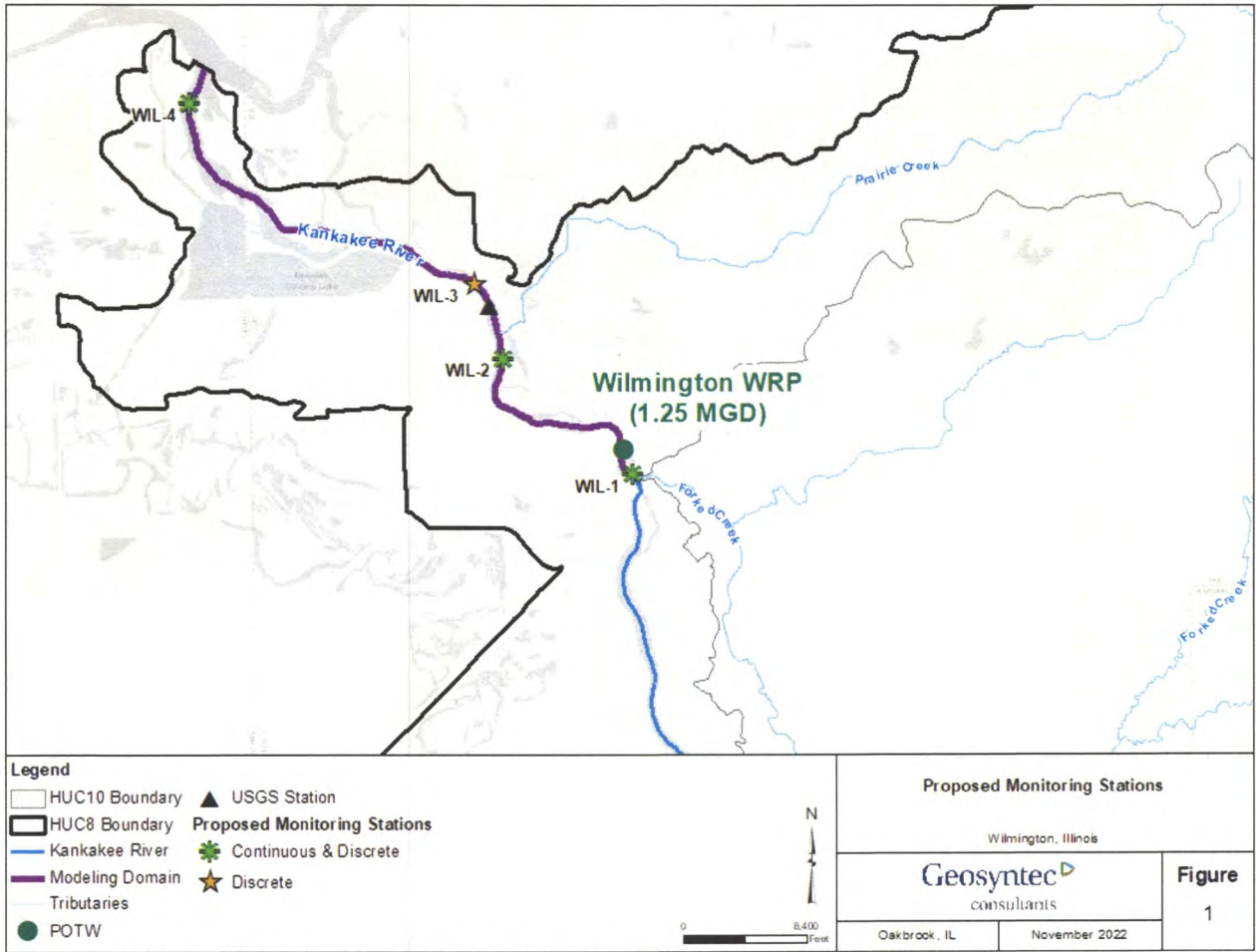


Figure 1: Proposed NARP Monitoring Stations

Activities

- Process datasets to develop steady-state Qual2k model inputs, including cross-section data, point source flow, and water quality data.
- Develop segmentation of the mainstem River.
- Conduct quality assurance/quality control (QA/QC) of the instream model input files (peer and senior reviews).
- Calibrate the instream model to field-collected instream data.

- Conduct QA/QC of the instream model output files (peer and senior reviews).
- Conduct a sensitivity analysis to identify which Qual2k model input parameters are the largest sources of potential uncertainty in the model results.
- Develop a presentation documenting the development and calibration of the instream model.
- Conduct a meeting with the City and Chamlin & Associates to present the calibration of the instream model.
- Conduct a meeting with Illinois EPA to present the models developed under this phase.
- Document the work done under this task for the NARP.

Assumptions

- One virtual meeting will be conducted to present the Qual2k model development and calibration. Three Geosyntec personnel will participate.

Deliverables

- Calibrated Qual2k model for the Kankakee River (downstream of the Forked Creek confluence to the mouth).
- Presentation slides and meeting presenting the development and calibration of the Qual2k model.
- Report chapter documenting the work under this task.

Task 3. Watershed Management Scenarios

Objective

The objective of this task is to explore and identify point and non-point source phosphorus reductions and other measures to eliminate the phosphorus-related impairments downstream of the WRP and develop site-specific nutrient targets for the river.

Approach

Geosyntec will work with Chamlin & Associates and the City to determine control measures to remove the phosphorus-related impairment downstream of the WRP. The recommended measures will be evaluated using the modeling tools developed under Task 2. The scenarios to assess the recommended measures will include baseline conditions, upstream load reduction, point source load reductions, and non-point source load reductions. Geosyntec will also investigate the potential benefits of the City's WRP doing any additional phosphorus effluent reductions.

One potential outcome of the evaluation of the scenarios is that the upstream boundary is the most significant contributor to phosphorus loads, and there are no benefits from the City's WRP to make any further reductions. In that case, the NARP would recommend that City's TP effluent limit stays at 0.5 mg/L. Another potential outcome is that there are benefits for further effluent load phosphorus reductions from the WRP. In that case, Geosyntec will identify the required upstream and WRP effluent phosphorus limit to eliminate the phosphorus-related impairment downstream of the WRP.

Activities

- Develop a list of recommended watershed management measures to eliminate phosphorus-related impairments.
- Conduct a meeting with Chamlin & Associates and the City to discuss the proposed suite of measures and refine the list.
- Identify the critical period for baseline conditions.
- Develop a baseline model for the identified critical period.
- Customize the model pre-processor tool for the baseline model and catalog files to develop and assess alternative scenarios efficiently.
- Generate the necessary input files using the model pre-processor to develop the model scenarios.
- Conduct QA/QC of the model scenario input files.
- Simulate and post-process the model scenario results.

- Conduct QA/QC of the model scenario output.
- Provide recommendations for combining scenarios or running any additional model scenarios.
- Conduct the additional model scenarios.
- Conduct QA/QC of the additional model scenarios' output.
- Determine the phosphorus reductions from the upstream boundary, the point and source, and other measures needed to eliminate the phosphorus-related water quality impairments.
- Develop a technical presentation describing the model scenario results.
- Use the model results to develop recommended site-specific nutrient targets (if eliminating the impairments is feasible).
- Conduct a meeting with Chamlin & Associates and the City to present the model scenario results, recommendations, and conclusions.
- Document the work done under this task for the NARP.

Assumptions

- A total of six watershed management scenarios for eliminating phosphorus-related impairments will be evaluated.
- The City will determine the selected scenario that is ultimately chosen to meet the NARP requirements.
- Two virtual meetings with Chamlin & Associates and the City are budgeted under this task to present the findings. Three Geosyntec Team personnel will participate.

Deliverables

- Presentation slides summarizing the results of this task.
- Report chapter documenting the work under this task.

Task 4. Implementation Plan and Schedule

Objective

The objective of this task is to identify the project for the NARP and develop the NARP, which needs to include an implementation plan and schedule. The NARP will also assess the need for long-term monitoring and identify the critical periods for monitoring if needed.

Approach

Based on Task 3 results, Geosyntec will identify TP load reduction requirements and other measures to eliminate the phosphorus-related impairment downstream of the WRP.

If results show benefits for the City's WRP phosphorus effluent reductions, a draft implementation plan and schedule will be developed for the recommended implementation. The implementation will be developed considering the budget allocations in the City's Capital Improvement Program (CIP). The plan will also identify other measures that support eliminating phosphorus-related impairments, including measures that are included in the Kankakee River Metropolitan Agency's NARP. Other stakeholders, including the local Soil and Water Conservation District and the Natural Resources Conservation Service, will be consulted to provide recommendations on best management practices suitable for the Kankakee River watershed.

If needed, Geosyntec will work with Chamlin & Associates, the City, and other stakeholders to develop a long-term schedule for facilitating the development of the NARP implementation plan. The draft implementation plan and schedule will be documented in a draft NARP chapter and combined with the results from the three tasks above to develop the draft NARP.

Activities

- Identify the stakeholders that the City can work with to implement the other measures to address the phosphorus-related impairments.
- Conduct virtual interviews with selected stakeholders and summarize the discussions; provide and review follow-up information resulting from the interviews.
- Develop the draft implementation plan and schedule and distribute it for stakeholder review. Incorporate stakeholder comments.
- Document the implementation plan and schedule in a report chapter of the NARP.

- Assess the need for a long-term monitoring plan and identify the critical periods or monitoring, if needed.
- Conduct a meeting with Chamlin & Associates and the City to discuss the draft implementation schedule and long-term monitoring plan.
- Refine the draft implementation plan and schedule and long-term monitoring plan based on input from Chamlin & Associates and City.
- Respond to stakeholder and City comments on the draft NARP.
- Incorporate the responses into a Revised Draft NARP.
- Submit the revised NARP to Illinois EPA for review and conduct a virtual meeting to present the NARP.
- Finalize the NARP by addressing comments from Illinois EPA.

Deliverables

- Draft NARP
- Revised NARP
- Final NARP

Assumptions

- The draft NARP will undergo two rounds of review before being finalized
- A total of two (2) virtual meetings with Chamlin & Associates and the City are budgeted under this phase

Task 5. Project Management

Objective

The objective of this task to manage the work conducted under Tasks 1 through 4.

Deliverables

- Monthly invoices and progress reports

SCHEDULE

It is assumed that the project will start around June 1, 2023. The proposed schedule is shown in **Table 1**. The schedule includes time for review by City staff on various interim deliverables in the project. The monitoring plan development, data collection, and analysis under Task 1 will be undertaken from June to July 2023. The development of modeling tools under Task 2 will occur from June to August 2023. The watershed management scenario work under Task 3 will be undertaken in September 2023. The development of the implementation plan and the NARP under Task 4 will occur from October 2023 to December 2023, culminating in the final NARP document, which will be submitted to Illinois EPA.

Table 1. Project Schedule

	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
1) Conduct Data Monitoring & Data Analysis							
2) Develop Modeling Tools							
3) Watershed Management Scenarios							
4) Implementation Plan and Schedule							
5) Project Management							

COMPENSATION

Compensation for the work described above will be on a time and materials basis at the project level. Geosyntec’s proposed rate schedule for labor (and other direct costs, if incurred) is presented in Attachment 1. Our cost estimate for the services described in the proposal per City is \$112,200 as shown in **Table 2**. We will invoice monthly based on the services provided.

Table 2. Estimated Costs for Developing a NARP

Task	Labor ^a
1. Conduct Data Monitoring & Data Analysis	\$41,000
2. Develop Modeling Tools	\$30,800
3. Watershed Management Scenarios	\$21,100
4. Implementation Plan and Schedule	\$15,300
5. Project Management	\$4,000
TOTAL^b	\$112,200

^a Labor is based on unit rates provided in Attachment 1.

^b Geosyntec does not anticipate any direct costs associated with the project.

CLOSURE

Thank you for the opportunity to provide this Scope of Work to continue assisting the City of Wilmington in developing the NARP. If acceptable, please sign below and return to Karoline at kqasem@geosyntec.com.

Sincerely,



Karoline Qasem, Ph.D. P.E.
Water Resources Engineer, Geosyntec



Adrienne Nemura, P.E. (MI, NC, OH)
Principal, Geosyntec

By its signature below and/or authorizing Geosyntec Consultants, Inc. to proceed in accordance with this Proposal, the City of Wilmington, Illinois, accepts and agrees to the Services, Schedule and Compensation described above.

James Gretencord
Director of Public Works, City of Wilmington

Attachment 1: Confidential Labor Rates

Service Order
Effective Date:
Project No. MOW5617B

This Service Order is issued pursuant to and subject to the terms and conditions of the Professional Services Agreement (“Agreement”) between the City of Wilmington (“Client”) and Geosyntec Consultants, Inc. , and its subsidiaries and affiliates (collectively “Geosyntec”) dated 11/17/2022, which is hereby incorporated herein by reference. Capitalized terms used in this Service Order are defined in the Agreement.

Project Name, Description and Location of Project Site: City of Wilmington NARP, prepare a Nutrient Reduction Assessment Plan for the City of Wilmington Water Reclamation Plant, 1165 S. Water Street, Wilmington, IL 60481.

Service Order Authorized Representatives:

For Enter Client's Name: City of Wilmington
Name: Mr. James Gretencord
Address: 1165 S. Water Street, Wilmington, IL 60481
Telephone #: 779.801.2127
Email Address: jgretencord@wilmington-il.com

For Geosyntec:
Name: Matt Bardol, PE_(IL, IN, MO, MI, NE, OH, TX, CA, HI), CFM,
CPESC, D.WRE
Address: 1420 Kensington Rd Suite 103, Oak Brook, IL
60523
Telephone #: 630.203.3368
Email Address: MBardol@Geosyntec.com

Scope of Services, Schedule and Compensation:

Geosyntec will perform the services (“Services”) at Client’s site located at 1165 S. Water Street, Wilmington, IL 60481 (“Project Site”), in accordance with the Scope, Schedule and Compensation set forth in Geosyntec’s offer to render services dated 11/17/2022 (“Offer”) and/or as described on separate pages attached to this Service Order as Exhibit A and incorporated herein. For time and materials compensation, if a rate schedule is not included in the Offer or attached hereto, Geosyntec’s standard rates in effect as of the Effective Date above shall apply.

Basis of Compensation:

- on a time and materials basis subject to a budget of \$112,200 which will not be exceeded without Client’s advance written consent.
- on a lump sum basis in the amount of _____, subject to mutually acceptable equitable adjustments as the Services are amended.
- on a fixed unit price basis in accordance with Geosyntec’s price schedule as set forth in its Offer or in Exhibit A.

Additional Terms and Conditions:

None.

IN WITNESS WHEREOF, the Parties hereby accept the terms of this Service Order as executed by their duly authorized representatives, as follows:

City of Wilmington

Geosyntec Consultants, Inc.

By: _____

By: _____

Name: Mr. James Gretencord
Title: Director of Public Works
Date of Signature:

Name: Matt Bardol, PE_(IL, IN, MO, MI, NE, OH, TX, CA, HI), CFM,
CPESC, D.WRE
Title: Senior Principal
Date of Signature:

List of Attachments: Exhibit A – Scope of Services, Schedule and Rate Sheet from Geosyntec’s Offer, as applicable

GEOSYNTEC CONSULTANTS 2023 U.S. RATE SCHEDULE

(All Values are in \$USD)

	<u>Rate/Hour</u>
Staff Professional	\$149
Senior Staff Professional	\$174
Professional	\$194
Project Professional	\$220
Senior Professional	\$247
Principal	\$267
Senior Principal	\$287
Technician I	\$ 80
Technician II	\$ 86
Senior Technician I	\$ 94
Senior Technician II	\$102
Site Manager I	\$112
Site Manager II	\$123
Construction Manager I	\$137
Construction Manager II	\$147
Senior Designer	\$185
Designer	\$155
Senior Drafter/Senior CADD Operator	\$140
Drafter/CADD Operator/Artist	\$125
Project Administrator	\$ 80
Clerical	\$ 63
Direct Expenses	Cost plus 10%
Subcontract Services	<i>Not Applicable</i>
Technology/Communications Fee	<i>Waived</i>
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.



MEMO

Date: March 21, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Water Reclamation Plant Alum Purchase

Budget Impact: \$5,480.63 Line Item 04-00-6985 Sewer Chemicals

Request: Approve the purchase of alum from Alexander Chemical Corporation

Discussion: The Water Reclamation Plant uses alum for phosphorus removal. This is a chemical we use regularly. We are requesting the approval to pay Alexander Chemical Corporation \$5,480.63 for 27,750 pounds of alum that we ordered. This is a budgeted request.

Motion: Approve the payment of \$5,480.63 for 27,750 pounds of Alum to Alexander Chemical Corporation.

Thank you in advance for your consideration of this request.

Order Acknowledgement



DATE

3/13/2023

ORDER NO.

33641

B Wilmington, City Of
I 1165 S Water St
L Waste Water Treatment Plant
L Wilmington , IL 60481-8864
T USA
O

S Wilmington, City Of
H 601 E Kankakee River Dr
I Waste Water Treatment Plant
P Wilmington , IL 60481-8864
T USA
O Attn: Patrick Nugent

CUST NO.	SALES AGENT		CUSTOMER SERVICE REP		SHIP TO ID	PO NUMBER	ORDER TYPE
100734	John Dunlap		Tasha Sponaugle		10	PWN31323	Direct
SHIP DATE	ALT SHIP DATE	DEL TYPE	SHIP VIA	FREIGHT TERMS		F. O. B. REMARK	
3/17/2023		Regular	Vendor Truck	Direct Delivered		Destination	
QUANTITY ORDERED	PACKAGING	DESCRIPTION		NET WT	GROSS WT	PRICE/UNIT	EXTENDED PRICE
27.750	1.00 lb Bulk	Aluminum Sulfate Liq Aluminum Sulfate Alum Sulfate 1 Lb Bulk DS 60300-89201000 Whs: DIR Lot: N/A		27.750	27.750	0.1975/lb	5,480.63
TOTAL:							5,480.63
General Remarks: ***3000 GALLONS MAX ALUM SULF*** CONTACT: PATRICK #815-476-5663 / 815-693-0327 RCVING HRS: 7 AM - 3 PM 100FT HOSE / 2" ALT CONTACT: DARREN Phone: 815-922-5867 Alt phone Patrick @ 815-693-0327							



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Will, , Original, 24-00000-00-GM

BE IT RESOLVED, by the Council of the City of Wilmington Illinois that there is hereby appropriated the sum of

Nine Hundred Seventy Five Thousand and 00/100----- Dollars (\$975,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/23 to 04/30/24 . Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Wilmington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I City Clerk in and for said City of Wilmington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Wilmington at a meeting held on Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Empty box for Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation

Empty box for Regional Engineer Signature & Date

03/16/23

Preliminary Maint Budget

Item No.	Items	Unit	Unit Price	Total Qty	Total Amount	Kahler Street		Daniels Street		Wabash Street		
						Quantity	Total	Quantity	Total	Quantity	Total	
1	Class D Patching	SY	\$ 70.00	6,200.00	\$ 434,000.00	3,000.0	\$ 210,000.00	2,500.0	\$ 175,000.00	700.0	\$ 49,000.00	
2	HMA Surf Remov (Cold Mill)	SY	\$ 4.00	19,000.00	\$ 76,000.00	9,000.0	\$ 36,000.00	7,700.0	\$ 30,800.00	2,300.0	\$ 9,200.00	
3	Prime Coat (SS-1)	LB	\$ 1.50	9,500.00	\$ 14,250.00	5,000.0	\$ 7,500.00	3,500.0	\$ 5,250.00	1,000.0	\$ 1,500.00	
4	HMA Leveling Binder	TON	\$ 100.00	850.00	\$ 85,000.00	400.0	\$ 40,000.00	350.0	\$ 35,000.00	100.0	\$ 10,000.00	
5	HMA Surface Course	TON	\$ 100.00	1,700.00	\$ 170,000.00	800.0	\$ 80,000.00	700.0	\$ 70,000.00	200.0	\$ 20,000.00	
6	Aggregate Shoulders	TON	\$ 40.00	950.00	\$ 38,000.00	400.0	\$ 16,000.00	370.0	\$ 14,800.00	180.0	\$ 7,200.00	
7	Curb & Gutter Rem. & Repl.	FT	\$ 5.00	12.00	\$ 60.00	12.0	\$ 60.00	0.0	\$ -	0.0	\$ -	
8	Sidewalk Removal	SF	\$ 4.00	175.00	\$ 875.00	175.0	\$ 700.00	0.0	\$ -	0.0	\$ -	
9	PCC Sidewalk 5"	SF	\$ 20.00	150.00	\$ 750.00	150.0	\$ 3,000.00	0.0	\$ -	0.0	\$ -	
10	Detectable Warnings	SF	\$ 30.00	60.00	\$ 300.00	60.0	\$ 1,800.00	0.0	\$ -	0.0	\$ -	
11	Pavement Marking, 4"	FT	\$ 2.00	5,550.00	\$ 27,750.00	5,500.0	\$ 11,000.00	50.0	\$ 100.00	0.0	\$ -	
12	Pavement Marking, 6"	FT	\$ 3.50	1,300.00	\$ 6,500.00	1,300.0	\$ 4,550.00	0.0	\$ -	0.0	\$ -	
13	Pavement Marking, 12"	FT	\$ 6.00	500.00	\$ 2,500.00	500.0	\$ 3,000.00	0.0	\$ -	0.0	\$ -	
14	Pavement Marking, 24"	FT	\$ 12.00	165.00	\$ 825.00	150.0	\$ 1,800.00	15.0	\$ 180.00	0.0	\$ -	
15	Pavement Marking Removal	SF	\$ 3.50	500.00	\$ 2,500.00	500.0	\$ 1,750.00	0.0	\$ -	0.0	\$ -	
16	Structure Adjustment	EA	\$ 450.00	13.00	\$ 65.00	7.0	\$ 3,150.00	6.0	\$ 2,700.00	0.0	\$ -	
					TOTAL	\$ 859,375.00	TOTAL	\$ 420,310.00	TOTAL	\$ 333,830.00	TOTAL	\$ 96,900.00
NOTES:												

Total Construction Cost = \$851,040.00

City of Wilmington
 2023 Street Maintenance Estimate
 3/15/2023

1	Class D Patching	SY	6,200.00	\$ 70.00	\$434,000.00
2	HMA Surf Remov (Cold Mill)	SY	19,000.00	\$ 4.00	\$76,000.00
3	Prime Coat (SS-1)	LB	9,500.00	\$ 1.50	\$14,250.00
4	HMA Leveling Binder	TON	850.00	\$ 100.00	\$85,000.00
5	HMA Surface Course	TON	1,700.00	\$ 100.00	\$170,000.00
6	Aggregate Shoulders	TON	950.00	\$ 40.00	\$38,000.00
7	Curb & Gutter Rem. & Repl.	FT	12.00	\$ 5.00	\$60.00
8	Sidewalk Removal	SF	175.00	\$ 4.00	\$700.00
9	PCC Sidewalk 5"	SF	150.00	\$ 20.00	\$3,000.00
10	Detectable Warnings	SF	60.00	\$ 30.00	\$1,800.00
11	Pavement Marking, 4"	FT	5,550.00	\$ 2.00	\$11,100.00
12	Pavement Marking, 6"	FT	1,300.00	\$ 3.50	\$4,550.00
13	Pavement Marking, 12"	FT	500.00	\$ 6.00	\$3,000.00
14	Pavement Marking, 24"	FT	165.00	\$ 12.00	\$1,980.00
15	Pavement Marking Removal	SF	500.00	\$ 3.50	\$1,750.00
16	Structure Adjustment	EA	13.00	\$ 450.00	\$5,850.00
	TOTAL				\$851,040.00

Preliminary	5%	\$42,552.00
Construction	6%	\$51,062.40
TOTAL ESTIMATED PROGRAM		\$944,654.40



ESI Consultants, Ltd.
Excellence, Service, Integrity

January 10, 2023

Jeannine Smith
City Administrator
City of Wilmington
1165 S Water St, Wilmington, IL 60481

**Re: 18-763 IL Rte 53 at Peotone Road/Kankakee River Drive
Section : 12-00047-00-CH
Final Engineer's Pay Estimate #10**

Dear Mrs. Smith:

ESI Consultants, LLC (ESI) and Austin Tyler Construction (Contractor) have agreed to final quantities for the Final Engineer's Pay Estimate (Pay Estimate #10) for the above referenced project. The attached Final Engineer's Pay Estimate summarizes quantities for all work completed to date, including all additional costs for extra work and delays. The Final Pay Estimate has been prepared on the IDOT BLR 13230 form so that it may be submitted to IDOT as part of the final closeout documentation. This Final Pay Estimate also includes the attached Final Request for Approval of Change in Plans (BLR 13210). The Final Request for Approval of Change in Plans is a balancing change order that deducts unused quantities, shows any additional quantities needed to existing pay items, new pay items, and new pay items for force account work. This form will also need to be submitted to IDOT as part of the final closeout documentation. The table below summarizes all work completed to date and the amount due this final pay estimate.

<u>Summary</u>	
Contract Awarded Amount.....	\$2,629,523.47
Final Request for Approval of Change on Plans	
Additions.....	\$316,813.62
Deductions...	\$617,128.06
Final Contract Amount.....	\$2,329,209.03
Line Items Completed to Date	\$2,329,209.03
Retainage Withheld To Date (0%)	\$0.00
Previous Payments	(\$2,215,529.81)
Total Amount Due.....	\$113,679.22

As shown in the table above and on the attached Final Engineer's Payment Estimate, ESI recommends final payment to Austin Tyler Construction for the completed contract work and extra work in the amount of **\$113,679.22**.

Please call me if you have any questions.

Sincerely,
ESI Consultants, Ltd.

A handwritten signature in cursive script that reads "Brandt T. Zentner" followed by a small "es." to the right.

Brandt T. Zentner
Manager of Construction Operations

Attachments: BLR 13230, BLR 13210

CC: Joe Chiczewski – *ESI*
Tony Wellner – *Austin-Tyler Construction, Inc.*



Engineer's Payment Estimate



Local Public Agency City of Wilmington	County Will	Route(s) (Street/Road) FAP 846 IL 53 CH-2	Section Number 12-00047-00-CH	Estimate 10 <input checked="" type="checkbox"/> Final
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Payable to Name Austin Tyler Construction, Inc.
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Address 23343 S. Ridge Road Elwood, IL 60421	Date From 12/16/21	Date To 11/29/22
---	-----------------------	---------------------

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	75.0	\$3,000.00	73.2		148.2	\$40.0000	\$5,928.00
EARTH EXCAVATION	CU YD	9380.0	\$206,360.00			9380.0	\$22.0000	\$206,360.00
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200.0	\$4,000.00	1400.0		1600.0	\$20.0000	\$32,000.00
POROUS GRANULAR EMBANKMENT	CU YD	200.0	\$7,000.00	1400.0		1600.0	\$35.0000	\$56,000.00
TRENCH BACKFILL	CU YD	200.0	\$7,800.00	14.0		214.0	\$39.0000	\$8,346.00
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	10939.0	\$21,878.00			10939.0	\$2.0000	\$21,878.00
TOPSOIL EXCAVATION AND PLACEMENT	CU YD	26400.0	\$81,840.00			26400.0	\$3.1000	\$81,840.00
EXPLORATION TRENCH. SPECIAL	FOOT	40.0	\$760.00			40.0	\$19.0000	\$760.00
SUBBASE GRANULAR MATERIAL, TYPE B 5 3/4"	SQ YD	3934	\$39,340.00			3934.0	\$10.0000	\$39,340.00
SEEDING, CLASS 2A	ACRE	6.0	\$34,848.00			6.0	\$5,808.0000	\$34,848.00
TEMPORARY EROSION CONTROL SEEDING	POUND	6000.0	\$6,000.00			6000.0	\$1.0000	\$6,000.00
PERIMETER EROSION BARRIER	FOOT	7323.0	\$14,646.00		207.0	7116.0	\$2.0000	\$14,232.00
INLET AND PIPE PROTECTION	EACH	5.0	\$750.00		2.0	3.0	\$150.0000	\$450.00

Local Public Agency

County

Route(s) (Street/Road)

Section Number

City of Wilmington

Will

FAP 846 IL 53 CH-2

12-00047-00-CH

Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
INLET FILTERS	EACH	8.0	\$800.00		5.0	3.0	\$100.0000	\$300.00
TEMPORARY DITCH CHECKS	FOOT	5.0	\$125.00	95.0		100.0	\$25.0000	\$2,500.00
STONE RIPRAP, CLASS A3	SQ YD	83.0	\$6,889.00		43.3	39.7	\$83.0000	\$3,295.10
AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	10155	\$129,476.25	63.0		10218.0	\$12.7500	\$130,279.50
HOT-MIX ASPHALT BASE COURSE WIDENING, 10 1/4"	SQ YD	4133.0	\$165,320.00		85.0	4048.0	\$40.0000	\$161,920.00
HOT-MIX ASPHALT BASE COURSE WIDENING, 11 1/2"	SQ YD	2192.0	\$105,216.00		396.0	1796.0	\$48.0000	\$86,208.00
AGGREGATE FOR TEMPORARY ACCESS	TON	120.0	\$1.20	17.5		137.5	\$0.0100	\$1.38
BITUMINOUS MATERIALS (PRIME COAT)	POUND	38986.0	\$389.86		38986	0.0	\$0.0100	
LEVELING BINDER (MACHINE METHOD), N70	TON	295.0	\$23,010.00		123.18	171.82	\$78.0000	\$13,401.96
POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	610.0	\$51,850.00		56.15	553.85	\$85.0000	\$47,077.25
TEMPORARY PAVEMENT	SQ YD	35.0	\$2,625.00	107.0		142.0	\$75.0000	\$10,650.00
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	170.0	\$13,430.00			170.0	\$79.0000	\$13,430.00
TEMPORARY PAVEMENT REMOVAL	SQ YD	35.0	\$875.00	107.0		142.0	\$25.0000	\$3,550.00
TEMPORARY RAMP	SQ YD	670.0	\$16,750.00		670.0	0.0	\$25.0000	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	530.0	\$41,340.00		186.36	343.64	\$78.0000	\$26,803.92
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	TON	1226.0	\$116,470.00	34.0		1260.0	\$95.0000	\$119,700.00
HIGH-EARLY-STRENGTH								

Local Public Agency		County		Route(s) (Street/Road)		Section Number		
City of Wilmington		Will		FAP 846 IL 53 CH-2		12-00047-00-CH		
PORTLAND CEMENT CONCRETE PAVEMENT 9 1/2" (JOINTED)	CU YD	894.0	\$71,520.00		34.0	860.0	\$80.0000	\$68,800.00
PAVEMENT REMOVAL	SQ YD	4043.0	\$40.43			4043.0	\$0.0100	\$40.43
HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	6541.0	\$21,258.25		1541.0	5000.0	\$3.2500	\$16,250.00
HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	6948.0	\$22,581.00		173.0	6775.0	\$3.2500	\$22,018.75
COMBINATION CURB AND GUTTER REMOVAL	FOOT	93.0	\$1,395.00			93.0	\$15.0000	\$1,395.00
AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	570.0	\$9,120.00		235.0	335.0	\$16.0000	\$5,360.00
AGGREGATE WEDGE SHOULDER, TYPE B	TON	50.0	\$2,000.00			50.0	\$40.0000	\$2,000.00
HOT-MIX ASPHALT SHOULDERS, 8"	SQ YD	3720.0	\$119,040.00	328.0		4048.0	\$32.0000	\$129,536.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	4.0	\$3,200.00		3.0	1.0	\$800.0000	\$800.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1.0	\$925.00	2.0		3.0	\$925.0000	\$2,775.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1.0	\$1,100.00			1.0	\$1,100.0000	\$1,100.00
GRATING FOR CONCRETE FLARED END SECTION 18"	EACH	3.0	\$1,650.00			3.0	\$550.0000	\$1,650.00
GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	1.0	\$775.00			1.0	\$775.0000	\$775.00
STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	416.0	\$17,472.00		127.5	288.5	\$42.0000	\$12,117.00
PIPE CULVERTS, CLASS C, TYPE 1 EQUIVALENT	FOOT	77.0	\$6,160.00		77.0	0	\$80.0000	

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ROUND-SIZE 18"								
PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 18"	EACH	2.0	\$2,100.00		2.0	0.0	\$1,050.0000	
PIPE UNDERDRAINS 10" (SPECIAL)	FOOT	1359.0	\$48,924.00		1359.0	0.0	\$36.0000	
STORM SEWER REMOVAL 18"	FOOT	54.0	\$1,350.00			54.0	\$25.0000	\$1,350.00
STORM SEWER REMOVAL 24"	FOOT	48.0	\$1,440.00			48.0	\$30.0000	\$1,440.00
ABANDON AND FILL EXISTING STORM SEWER	FOOT	250.0	\$5,500.00			250.0	\$22.0000	\$5,500.00
CONCRETE HEADWALL REMOVAL	EACH	4.0	\$1,800.00			4.0	\$450.0000	\$1,800.00
CONTROLLED LOW- STRENGTH MATERIAL	CU YD	35.0	\$4,200.00		35.0	0.0	\$120.0000	
CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	2.0	\$3,550.00		2.0	0.0	\$1,775.0000	
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1.0	\$2,400.00	2.0		3.0	\$2,400.0000	\$7,200.00
MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.0	\$4,300.00	2.0		4.0	\$2,150.0000	\$8,600.00
INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1.0	\$1,350.00		1.0	0.0	\$1,350.0000	
INLETS, TYPE B, TYPE 1 FRAME, OPEN LID	EACH	1.0	\$1,750.00			1.0	\$1,750.0000	\$1,750.00
INLETS, TYPE A, TYPE 24 FRAME AND GRATE	EACH	3.0	\$4,200.00	2.0		5.0	\$1,400.0000	\$7,000.00
REMOVING INLETS	EACH	1.0	\$500.00			1.0	\$500.0000	\$500.00
REMOVING CATCH BASINS	EACH	3.0	\$1,800.00		3.0	0.0	\$600.0000	
CLASS SI CONCRETE (OUTLET)	CU YD	4.0	\$3,200.00	3.0		7.0	\$800.0000	\$5,600.00

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COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	356.0	\$13,528.00		26.0	330.0	\$38.0000	\$12,540.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	973.0	\$39,893.00		18.0	955.0	\$41.0000	\$39,155.00
SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	4610.0	\$9,220.00		477.0	4133.0	\$2.0000	\$8,266.00
MOBILIZATION	LSUM	1.0	\$150,000.00			1.0	\$150,000.0000	\$150,000.00
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1.0	\$75,000.00			1.0	\$75,000.0000	\$75,000.00
CHANGEABLE MESSAGE SIGN	CAL M	8.0	\$6,000.00		8.0	0.0	\$750.0000	
SHORT TERM PAVEMENT MARKING	FOOT	870.0	\$1,305.00			870.0	\$1.5000	\$1,305.00
TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	18262.0	\$6,391.70	556.9		18818.9	\$0.3500	\$6,586.61
TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	94.0	\$235.00	11.0		105.0	\$2.5000	\$262.50
REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	9.0	\$900.00			9.0	\$100.0000	\$900.00
TELESCOPING STEEL SIGN SUPPORT (SPECIAL)	FOOT	379.0	\$7,580.00		187	192.0	\$20.0000	\$3,840.00
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	330.0	\$1,402.50	70.4		400.4	\$4.2500	\$1,701.70
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	24180.0	\$14,024.40		6830.0	17350.0	\$0.5800	\$10,063.00
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1942.0	\$1,650.70		9.0	1933.0	\$0.8500	\$1,643.05
THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	562.0	\$983.50		162.0	400.0	\$1.7500	\$700.00
THERMOPLASTIC PAVEMENT MARKING -	FOOT	106.0	\$450.50	18.0		124.0	\$4.2500	\$527.00

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LINE 24"								
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	100.0	\$1,400.00		1.2	98.8	\$14.0000	\$1,383.20
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 4"	FOOT	497.0	\$1,068.55	779.0		1276.0	\$2.1500	\$2,743.40
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 6"	FOOT	105.0	\$341.25	156.0		261.0	\$3.2500	\$848.25
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 24"	FOOT	25.0	\$350.00	23.5		48.5	\$14.0000	\$679.00
RAISED REFLECTIVE PAVEMENT MARKER	EACH	234.0	\$5,850.00		9.0	225.0	\$25.0000	\$5,625.00
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	136.0	\$3,400.00			136.0	\$25.0000	\$3,400.00
SIGN PANEL - TYPE 1	SQ FT	15.0	\$480.00	31.5		46.5	\$32.0000	\$1,488.00
SIGN PANEL - TYPE 2	SQ FT	50.0	\$2,500.00	10.0		60.0	\$50.0000	\$3,000.00
ELECTRIC SERVICE INSTALLATION	EACH	1.0	\$2,700.00		1.0	0.0	\$2,700.0000	
ELECTRIC UTILITY SERVICE CONNECTION	LSUM	1.0	\$8,000.00		1.0	0.0	\$8,000.0000	
UNIT DUCT, 600V, 3-1C NO.4, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	3330.0	\$35,797.50		3330.0	0.0	\$10.7500	
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 110	FOOT	333.0	\$3,296.70		333.0	0.0	\$9.9000	
LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 250 WATT	EACH	19.0	\$9,500.00		19.0	0.0	\$500.0000	
LIGHTING CONTROLLER, BASE MOUNTED,	EACH	1.0	\$7,200.00		1.0	0.0	\$7,200.0000	

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480VOLT, 100AMP								
LIGHT POLE, ALUMINUM, 40 FT. M.H., 12 FT. DAVIT ARM	EACH	19.0	\$57,000.00		19.0	0.0	\$3,000.0000	
LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	144.0	\$27,360.00		144.0	0.0	\$190.0000	
LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	8.0	\$2,000.00		8.0	0.0	\$250.0000	
BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	19.0	\$9,500.00		19.0	0.0	\$500.0000	
ENGINEER'S FIELD OFFICE, TYPE A	CAL M	8.0	\$0.08		8.0	0.0	\$0.0100	
SERVICE INSTALLATION, GROUND MOUNTED, METERED	EACH	1.0	\$2,250.00			1.0	\$2,250.0000	\$2,250.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	1829.0	\$32,922.00		94.0	1735	\$18.0000	\$31,230.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	128.0	\$3,328.00			128.0	\$26.0000	\$3,328.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	451.0	\$20,295.00	12.0		463.0	\$45.0000	\$20,835.00
HANDHOLE	EACH	4.0	\$6,800.00			4.0	\$1,700.0000	\$6,800.00
HEAVY-DUTY HANDHOLE	EACH	6.0	\$12,000.00		2.0	4.0	\$2,000.0000	\$8,000.00
DOUBLE HANDHOLE	EACH	2.0	\$5,000.00			2.0	\$2,500.0000	\$5,000.00
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	LSUM	1.0	\$1,800.00			1.0	\$1,800.0000	\$1,800.00
FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F	FOOT	2981.0	\$8,943.00	39.5		3020.5	\$3.0000	\$9,061.50

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ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	651.0	\$292.95		651.0	\$0.4500	\$292.95
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	306.0	\$306.00	4.5	310.5	\$1.0000	\$310.50
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	577.0	\$577.00	7.0	584.0	\$1.0000	\$584.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	2696.0	\$2,696.00	41.0	2737.0	\$1.0000	\$2,737.00
EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/ C	FOOT	306.0	\$306.00	4.5	310.5	\$1.0000	\$310.50
ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	SQ FT	2575.0	\$2,575.00		2575.0	\$1.0000	\$2,575.00
ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	FOOT	312.0	\$936.00	24.0	336.0	\$3.0000	\$1,008.00
ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	869.0	\$1,520.75	29.5	898.5	\$1.7500	\$1,572.38
TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT	EACH	4.0	\$4,400.00		4.0	\$1,100.0000	\$4,400.00
STEEL MAST ARM ASSEMBLY AND POLE, 40 FT	EACH	1.0	\$12,500.00		1.0	\$12,500.0000	\$12,500.00
STEEL MAST ARM ASSEMBLY AND POLE, 44 FT	EACH	2.0	\$25,600.00		2.0	\$12,800.0000	\$25,600.00
STEEL MAST ARM ASSEMBLY AND POLE, 46 FT	EACH	1.0	\$12,900.00		1.0	\$12,900.0000	\$12,900.00

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CONCRETE FOUNDATION, TYPE A	FOOT	16.0	\$2,000.00	4.0		20.0	\$125.0000	\$2,500.00
CONCRETE FOUNDATION, TYPE C	FOOT	4.0	\$1,800.00			4.0	\$450.0000	\$1,800.00
CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	FOOT	52.0	\$12,480.00			52.0	\$240.0000	\$12,480.00
DRILL EXISTING HANDHOLE	EACH	1.0	\$450.00			1.0	\$450.0000	\$450.00
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	EACH	2.0	\$1,420.00			2.0	\$710.0000	\$1,420.00
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	2.0	\$1,140.00			2.0	\$570.0000	\$1,140.00
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED	EACH	6.0	\$6,222.00			6.0	\$1,037.0000	\$6,222.00
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	EACH	6.0	\$4,998.00			6.0	\$833.0000	\$4,998.00
TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	EACH	8.0	\$1,680.00			8.0	\$210.0000	\$1,680.00
INDUCTIVE LOOP DETECTOR	EACH	5.0	\$800.00			5.0	\$160.0000	\$800.00
DETECTOR LOOP, TYPE I	FOOT	297.0	\$5,346.00			297.0	\$18.0000	\$5,346.00
TEMPORARY TRAFFIC SIGNAL INSTALLATION	EACH	1.0	\$54,000.00			1.0	\$54,000.0000	\$54,000.00
RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, DETECTOR UNIT	EACH	2.0	\$450.00			2.0	\$225.0000	\$450.00
REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	2361.0	\$236.10			2361.0	\$0.1000	\$236.10
REMOVE EXISTING TRAFFIC SIGNAL	EACH	1.0	\$13,000.00			1.0	\$13,000.0000	\$13,000.00

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EQUIPMENT								
REMOVE EXISTING HANDHOLE	EACH	11.0	\$3,025.00			11.0	\$275.0000	\$3,025.00
REMOVE EXISTING DOUBLE HANDHOLE	EACH	1.0	\$275.00			1.0	\$275.0000	\$275.00
REMOVE EXISTING CONCRETE FOUNDATION	EACH	9.0	\$2,475.00			9.0	\$275.0000	\$2,475.00
RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM LEVEL 2	EACH	1.0	\$2,700.00			1.0	\$2,700.0000	\$2,700.00
TEMPORARY TRAFFIC SIGNAL TIMING	EACH	1.0	\$1,350.00			1.0	\$1,350.0000	\$1,350.00
FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET (SPECIAL)	EACH	1.0	\$29,000.00			1.0	\$29,000.0000	\$29,000.00
MASTER CONTROLLER (SPECIAL)	EACH	1.0	\$5,800.00			1.0	\$5,800.0000	\$5,800.00
TRANSCEIVER-FIBER OPTIC	EACH	1.0	\$5,000.00			1.0	\$5,000.0000	\$5,000.00
RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNITS	EACH	2.0	\$450.00		1.0	1.0	\$225.0000	\$225.00
RADAR VEHICLE DETECTION SYSTEM, SINGLE APPROACH, STOP BAR	EACH	2.0	\$12,400.00			2.0	\$6,200.0000	\$12,400.00
UNINTERRUPTABLE POWER SUPPLY	EACH	1.0	\$6,600.00			1.0	\$6,600.0000	\$6,600.00
TEMPORARY RAMP REMOVAL	SQ YD	670.0	\$5,360.00		670.0	0.0	\$8.0000	
CONSTRUCTION LAYOUT	LSUM	1.0	\$50,000.00			1.0	\$50,000.0000	\$50,000.00
NON-SPECIAL WASTE DISPOSAL	CU YD	5100.0	\$255,000.00		5100.0	0.0	\$50.0000	
REGULATED SUBSTANCES PRECONSTRUCTION	LSUM	1.0	\$2,900.00		1.0	0.0	\$2,900.0000	

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PLAN							
REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	LSUM	1.0	\$2,400.00		1.0	0.0	\$2,400.0000
ONSITE MONITORING OF REGULATED SUBSTANCES	DAYS	30.0	\$0.30		30.0	0.0	\$0.0100
SOIL DISPOSAL ANALYSIS	EACH	4.0	\$5,120.00		4.0	0.0	\$1,280.0000
		Total	\$2,629,523.47			Total	\$2,142,579.93

Miscellaneous Extras and Credits		Values
STORM SEWER CLASS A TYPE 1 18" (1245.0 FT @ \$80/FT)		\$99,600.00
MANHOLE TYPE A 4' DIA OPEN LID WITH RESTRICTOR		\$3,550.00
GUARDRAIL TYPE 2 TERMINAL		\$2,500.00
GUARDRAIL TYPE 1 TERMINAL SPECIAL (FLARED)		\$4,300.00
STEEL PLATE BEAM GUARDRAIL (6' POSTS) (46' @ \$71 /FT)		\$3,266.00
IL RTE 53 ADD EARTH EX & RESPREAD		\$11,054.34
FILL POTHOLE & REGRADE SHOULDER		\$1,362.37
REPAIR EXISTING 12" FIELD TILE		\$2,319.02
SANITARY STRUCTURE RECONSTRUCT		\$2,777.27
EXTENDED TRAFFIC SIGNAL MAINTENANCE		\$5,000.00
EXTENDED TRAFFIC CONTROL MAINTENANCE		\$16,800.00
INEFFICIENCY COST FOR DELAYS		\$24,908.80
IL RTE 53 FULL DEPTH PATCH		\$9,191.30
Total Miscellaneous Extras and Credits		\$186,629.10
Total Value of Completed Work		\$2,329,209.03
Deduct Retainage		\$0.00
Balance Due of Completed Work		\$2,329,209.03
Miscellaneous Debits		Values

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Total Miscellaneous Debits	
Net Cost of Section	\$2,329,209.03
Previous Payments	\$2,215,529.81
Net Amount Due	\$113,679.22

- The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

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Route(s) (Street/Road)

FAP 846 IL 53 CH-2

Section Number

12-00047-00-CH

Resident Engineer

Brandt Zentner

Date

12/30/22

Prepared by

Brandt Zentner

Title

Construction Manager

Local Agency

Date

Approved

Regional Engineer

Date

EST. NO: 10
 PROJECT: Wilmington Rt53 (Peotone-Kankakee) Intersection

CUSTOMER: City of Wilmington
 1165 S. Water Street
 Wilmington, IL 60481

PAYABLE TO: AUSTIN TYLER CONST. INC.
 23343 SOUTH RIDGE RD.
 ELWOOD, IL 60421

FROM: August 1, 2022
 TO: November 29, 2022

ATC JOB # 2012
 INVOICE: 2012-10

ITEM NO.	ITEM DESCRIPTION	QTY	UNITS	CONTRACT VALUE		QUANTITIES TO DATE	UNIT PRICE	TOTAL
1	TREE REM OVER 15	75.00	UNIT	\$ 3,000.00		148.200	\$40.00	\$ 5,928.00
2	EARTH EXCAVATION	9,380.00	CY	\$ 206,360.00		9,380.000	\$22.00	\$ 206,360.00
3	REMOVE & DISPOSE UNSUITABLE	200.00	CY	\$ 4,000.00		1,600.000	\$20.00	\$ 32,000.00
4	PGE	200.00	CY	\$ 7,000.00		1,600.000	\$35.00	\$ 56,000.00
5	TRENCH BACKFILL	200.00	CY	\$ 7,800.00		214.000	\$39.00	\$ 8,346.00
6	GEOTECHNICAL FABRIC	10,939.00	SY	\$ 21,878.00		10,939.000	\$2.00	\$ 21,878.00
7	TOPSOIL 4"	26,400.00	SY	\$ 81,840.00		26,400.000	\$3.10	\$ 81,840.00
8	EXPLORATION TRENCH SPL	40.00	LF	\$ 760.00		40.000	\$19.00	\$ 760.00
9	SUBBASE GRAN MATL TB 5 3/4"	3,934.00	SY	\$ 39,340.00		3,934.000	\$10.00	\$ 39,340.00
10	SEEDING CL 2A	6.00	Acre	\$ 34,848.00		6.000	\$5,808.00	\$ 34,848.00
11	TEMP EROSION CONTROL SEEDING	6,000.00	Pound	\$ 6,000.00		6,000.000	\$1.00	\$ 6,000.00
12	SILT FENCE	7,323.00	LF	\$ 14,646.00		7,116.000	\$2.00	\$ 14,232.00
13	INLET & PIPE PROTECTION	5.00	Each	\$ 750.00		3.000	\$150.00	\$ 450.00
14	INLET FILTERS	8.00	Each	\$ 800.00		3.000	\$100.00	\$ 300.00
15	TEMP DITCH CHECKS	5.00	LF	\$ 125.00		100.000	\$25.00	\$ 2,500.00
16	RIPRAP CL A3	83.00	SY	\$ 6,889.00		39.700	\$83.00	\$ 3,295.10
17	AGGREGATE SUBGRADE 12"	10,155.00	SY	\$ 129,476.25		10,218.000	\$12.75	\$ 130,279.50
18	HMA BASE CSE WID 10"	4,133.00	SY	\$ 165,320.00		4,048.000	\$40.00	\$ 161,920.00
19	HMA BASE CSE WID 11 1/2"	2,192.00	SY	\$ 105,216.00		1,796.000	\$48.00	\$ 86,208.00
20	AGG FOR TEMP ACCESS	120.00	TN	\$ 1.20		137.500	\$0.01	\$ 1.38
21	BIT MATL PRIME	38,986.00	Pound	\$ 389.86			\$0.01	\$ -
22	LEVEL BINDER MM N70	295.00	TN	\$ 23,010.00		171.820	\$78.00	\$ 13,401.96
23	POLY LEVEL BINDER MM IL4.75 N50	610.00	TN	\$ 51,850.00		553.850	\$85.00	\$ 47,077.25
24	TEMP PAVT	35.00	SY	\$ 2,625.00		142.000	\$75.00	\$ 10,650.00
25	HMA BIND CSE IL19 N70	170.00	TN	\$ 13,430.00		170.000	\$79.00	\$ 13,430.00
26	TEMP PAVT REM	35.00	SY	\$ 875.00		142.000	\$25.00	\$ 3,550.00
27	TEMP RAMP	670.00	SY	\$ 16,750.00			\$25.00	\$ -
28	HMA SURF CSE MD N70	530.00	TN	\$ 41,340.00		343.640	\$78.00	\$ 26,803.92
29	POLY HMA SURF CSE MF N90	1,226.00	TN	\$ 116,470.00		1,260.000	\$95.00	\$ 119,700.00
30	HIGH EARLY STREN. CONC PAVT 9-1/2 JT	894.00	SY	\$ 71,520.00		860.000	\$80.00	\$ 68,800.00
31	PAVEMENT REM	4,043.00	SY	\$ 40.43		4,043.000	\$0.01	\$ 40.43
32	HMA SURF REM 2-1/4"	6,541.00	SY	\$ 21,258.25		5,000.000	\$3.25	\$ 16,250.00
33	HMA SURF REM 2-1/2"	6,948.00	SY	\$ 22,581.00		6,775.000	\$3.25	\$ 22,018.75
34	COMB CONC C&G REM	93.00	LF	\$ 1,395.00		93.000	\$15.00	\$ 1,395.00
35	AGGREGATE SHLD TB 8"	570.00	SY	\$ 9,120.00		335.000	\$16.00	\$ 5,360.00
36	AGGREGATE WEDGE SHLD TB	50.00	TN	\$ 2,000.00		50.000	\$40.00	\$ 2,000.00
37	HMA SHLD 8"	3,720.00	SY	\$ 119,040.00		4,048.000	\$32.00	\$ 129,536.00
38	PRC FES 12"	4.00	Each	\$ 3,200.00		1.000	\$800.00	\$ 800.00
39	PRC FES 18"	1.00	Each	\$ 925.00		3.000	\$925.00	\$ 2,775.00
40	PRC FES 24"	1.00	Each	\$ 1,100.00		1.000	\$1,100.00	\$ 1,100.00

41	GRATING 18"	3.00	Each	\$	1,650.00			3.000	\$550.00	\$	1,650.00
42	GRATING 24"	1.00	Each	\$	775.00			1.000	\$775.00	\$	775.00
43	STORM SEWER CLA T1 12"	416.00	LF	\$	17,472.00			288.500	\$42.00	\$	12,117.00
44	PIPE CULVERT CLC T1 EQ 18"	77.00	LF	\$	6,160.00				\$80.00	\$	-
45	PRC FES EQ 18"	2.00	Each	\$	2,100.00				\$1,050.00	\$	-
46	PIPE UNDERDRAIN 10" SPL	1,359.00	LF	\$	48,924.00				\$36.00	\$	-
47	STORM SEWER REM 18"	54.00	LF	\$	1,350.00			54.000	\$25.00	\$	1,350.00
48	STORM SEWER REM 24"	48.00	LF	\$	1,440.00			48.000	\$30.00	\$	1,440.00
49	ABANDON & FILL STORM SEWER	250.00	LF	\$	5,500.00			250.000	\$22.00	\$	5,500.00
50	CONC HEADWALL REM	4.00	Each	\$	1,800.00			4.000	\$450.00	\$	1,800.00
51	CLSM	35.00	CY	\$	4,200.00				\$120.00	\$	-
52	CB TC T11 F&G	2.00	Each	\$	3,550.00				\$1,775.00	\$	-
53	CB TA 4'D T11 F&G	1.00	Each	\$	2,400.00			3.000	\$2,400.00	\$	7,200.00
54	MH TA 4'D T1 CL	2.00	Each	\$	4,300.00			4.000	\$2,150.00	\$	8,600.00
55	INLET TA T1 OL	1.00	Each	\$	1,350.00				\$1,350.00	\$	-
56	INLET TB T1 OL	1.00	Each	\$	1,750.00			1.000	\$1,750.00	\$	1,750.00
57	INLET TA T24 F&G	3.00	Each	\$	4,200.00			5.000	\$1,400.00	\$	7,000.00
58	REM INLET	1.00	Each	\$	500.00			1.000	\$500.00	\$	500.00
59	REM CB	3.00	Each	\$	1,800.00				\$600.00	\$	-
60	CLASS SI OUTLET	4.00	CY	\$	3,200.00			7.000	\$800.00	\$	5,600.00
61	COMB CONC C&G T B-6.18	356.00	LF	\$	13,528.00			330.000	\$38.00	\$	12,540.00
62	COMB CONC C&G T B-6.24	973.00	LF	\$	39,893.00			955.000	\$41.00	\$	39,155.00
63	SHOULDER RUMBLE STRIPS 8"	4,610.00	LF	\$	9,220.00			4,133.000	\$2.00	\$	8,266.00
64	MOBILIZATION	1.00	LS	\$	150,000.00			1.00	\$150,000.00	\$	150,000.00
65	TRAFFIC CONTROL	1.00	LS	\$	75,000.00			1.00	\$75,000.00	\$	75,000.00
66	CHANGEABLE MESSAGE SIGN	8.00	Month	\$	6,000.00				\$750.00	\$	-
67	SHORT TERM PAVT MKING	870.00	LF	\$	1,305.00			870.00	\$1.50	\$	1,305.00
68	TEMP PAVT MKING 4"	18,262.00	LF	\$	6,391.70			18,818.90	\$0.35	\$	6,586.62
69	TEMP PAVT MK LINE 24"	94.00	LF	\$	235.00			105.00	\$2.50	\$	262.50
70	REM SIGN PANEL TA	9.00	Each	\$	900.00			9.00	\$100.00	\$	900.00
71	TELESCOPIC SIGN SUPPORT	379.00	LF	\$	7,580.00			192.00	\$20.00	\$	3,840.00
72	THPL L&S	330.00	SF	\$	1,402.50			400.40	\$4.25	\$	1,701.70
73	THPL 4"	24,180.00	LF	\$	14,024.40			17,350.00	\$0.58	\$	10,063.00
74	THPL 6"	1,942.00	LF	\$	1,650.70			1,933.00	\$0.85	\$	1,643.05
75	THPL 12"	562.00	LF	\$	983.50			400.00	\$1.75	\$	700.00
76	THPL 24"	106.00	LF	\$	450.50			124.00	\$4.25	\$	527.00
77	MOD URETHANE PAVT MK L&S	100.00	SF	\$	1,400.00			98.80	\$14.00	\$	1,383.20
78	MOD URETHANE PAVT 4"	497.00	LF	\$	1,068.55			1,276.00	\$2.15	\$	2,743.40
79	MOD URETHANE PAVT 6"	105.00	LF	\$	341.25			261.00	\$3.25	\$	848.25
80	MOD URETHANE PAVT 24"	25.00	LF	\$	350.00			48.50	\$14.00	\$	679.00
81	RRPM	234.00	Each	\$	5,850.00			225.00	\$25.00	\$	5,625.00
82	RRPM REM	136.00	Each	\$	3,400.00			136.00	\$25.00	\$	3,400.00
83	SIGN PANEL T1	15.00	SF	\$	480.00			46.50	\$32.00	\$	1,488.00
84	SIGN PANEL T2	50.00	SF	\$	2,500.00			60.00	\$50.00	\$	3,000.00
85	ELECTRIC SERVICE INSTALL	1.00	Each	\$	2,700.00				\$2,700.00	\$	-
86	ELECTRIC UTILITY SERVICE CONNECT	1.00	LS	\$	8,000.00				\$8,000.00	\$	-
87	UNIT DUCT 1-1/4"	3,330.00	LF	\$	35,797.50				\$10.75	\$	-
88	EC IN COND 3-1/4 1/0	333.00	LF	\$	3,296.70				\$9.90	\$	-
89	LUMINAIRE 250W	19.00	Each	\$	9,500.00				\$500.00	\$	-

90	LIGHTING CONTROLLER	1.00	Each	\$	7,200.00				\$7,200.00	\$	-
91	LIGHT POLE 40'	19.00	Each	\$	57,000.00				\$3,000.00	\$	-
92	LIGHT POLE FDN 24"	144.00	LF	\$	27,360.00				\$190.00	\$	-
93	LIGHT POLE FDN 24" OS	8.00	LF	\$	2,000.00				\$250.00	\$	-
94	BREAKAWAY DEVICE	19.00	Each	\$	9,500.00				\$500.00	\$	-
95	FIELD OFFICE	8.00	Month	\$	0.08				\$0.01	\$	-
96	SERVICE INSTALL GM	1.00	Each	\$	2,250.00			1.00	\$2,250.00	\$	2,250.00
97	UC GS 2"	1,829.00	LF	\$	32,922.00			1,735.00	\$18.00	\$	31,230.00
98	UC GS 3"	128.00	LF	\$	3,328.00			128.00	\$26.00	\$	3,328.00
99	UC GS 4"	451.00	LF	\$	20,295.00			463.00	\$45.00	\$	20,835.00
100	HANDHOLE	4.00	Each	\$	6,800.00			4.00	\$1,700.00	\$	6,800.00
101	HEAVY DUTY HANDHOLE	6.00	Each	\$	12,000.00			4.00	\$2,000.00	\$	8,000.00
102	DOUBLE HANDHOLE	2.00	Each	\$	5,000.00			2.00	\$2,500.00	\$	5,000.00
103	MAINTAIN EXIST TS	1.00	LS	\$	1,800.00			1.00	\$1,800.00	\$	1,800.00
104	FIBER OPTIC CABLE	2,981.00	LF	\$	8,943.00			3,020.50	\$3.00	\$	9,061.50
105	EC 14 1C	651.00	LF	\$	292.95			651.00	\$0.45	\$	292.95
106	EC 14 3C	306.00	LF	\$	306.00			310.50	\$1.00	\$	310.50
107	EC 14 5C	577.00	LF	\$	577.00			584.00	\$1.00	\$	584.00
108	EC 14 7C	2,696.00	LF	\$	2,696.00			2,737.00	\$1.00	\$	2,737.00
109	EMERGENCY PRIORITY CABLE	306.00	LF	\$	306.00			310.50	\$1.00	\$	310.50
110	EC 14 1 PAIR	2,575.00	LF	\$	2,575.00			2,575.00	\$1.00	\$	2,575.00
111	EC 6 2C	312.00	LF	\$	936.00			336.00	\$3.00	\$	1,008.00
112	EC 6 1C	869.00	LF	\$	1,520.75			898.50	\$1.75	\$	1,572.38
113	TS POST 16'	4.00	Each	\$	4,400.00			4.00	\$1,100.00	\$	4,400.00
114	SMAA 40'	1.00	Each	\$	12,500.00			1.00	\$12,500.00	\$	12,500.00
115	SMAA 44'	2.00	Each	\$	25,600.00			2.00	\$12,800.00	\$	25,600.00
116	SMAA 46'	1.00	Each	\$	12,900.00			1.00	\$12,900.00	\$	12,900.00
117	CONC FDN TA	16.00	LF	\$	2,000.00			20.00	\$125.00	\$	2,500.00
118	CONC FDN TC	4.00	LF	\$	1,800.00			4.00	\$450.00	\$	1,800.00
119	CONC FDN TE 36"	52.00	LF	\$	12,480.00			52.00	\$240.00	\$	12,480.00
120	DRILL EXIST HH	1.00	Each	\$	450.00			1.00	\$450.00	\$	450.00
121	SH 1F 3C MAM	2.00	Each	\$	1,420.00			2.00	\$710.00	\$	1,420.00
122	SH 1F 3S BM	2.00	Each	\$	1,140.00			2.00	\$570.00	\$	1,140.00
123	SH 1F 5S MAM	6.00	Each	\$	6,222.00			6.00	\$1,037.00	\$	6,222.00
124	SH 1F 5S BM	6.00	Each	\$	4,998.00			6.00	\$833.00	\$	4,998.00
125	TS BACKPLATE	8.00	Each	\$	1,680.00			8.00	\$210.00	\$	1,680.00
126	INDUCTIVE LOOP DETECTOR	5.00	Each	\$	800.00			5.00	\$160.00	\$	800.00
127	DETECTOR LOOP T1	297.00	LF	\$	5,346.00			297.00	\$18.00	\$	5,346.00
128	TEMP TRAFFIC SIGNAL	1.00	Each	\$	54,000.00			1.00	\$54,000.00	\$	54,000.00
129	RELOCATE EXIST VEH. PRIORITY SYSTEM	2.00	Each	\$	450.00			2.00	\$225.00	\$	450.00
130	REM EC FROM CONDUIT	2,361.00	LF	\$	236.10			2,361.00	\$0.10	\$	236.10
131	REM EXIST TS EQUIPMENT	1.00	Each	\$	13,000.00			1.00	\$13,000.00	\$	13,000.00
132	REM EXIST HH	11.00	Each	\$	3,025.00			11.00	\$275.00	\$	3,025.00
133	REM EXIST DOUBLE HH	1.00	Each	\$	275.00			1.00	\$275.00	\$	275.00
134	REM EXIST CONC FDN	9.00	Each	\$	2,475.00			9.00	\$275.00	\$	2,475.00
135	REOPTIMIZE TS SYSTEM	1.00	Each	\$	2,700.00			1.00	\$2,700.00	\$	2,700.00
136	TEMP TS TIMING	1.00	Each	\$	1,350.00			1.00	\$1,350.00	\$	1,350.00
137	CONTROLLER	1.00	Each	\$	29,000.00			1.00	\$29,000.00	\$	29,000.00
138	MASTER CONTROLLER	1.00	Each	\$	5,800.00			1.00	\$5,800.00	\$	5,800.00

139	TRANSCEIVER	1.00	Each	\$	5,000.00			1.00	\$5,000.00	\$	5,000.00			
140	RELOC. EXIST EMER. SYS. PHASING UNITS	2.00	Each	\$	450.00			1.00	\$225.00	\$	225.00			
141	RADAR DETECTION SYSTEM	2.00	Each	\$	12,400.00			2.00	\$6,200.00	\$	12,400.00			
142	POWER SUPPLY	1.00	Each	\$	6,600.00			1.00	\$6,600.00	\$	6,600.00			
143	TEMP RAMP REM	670.00	SY	\$	5,360.00				\$8.00	\$	-			
144	LAYOUT	1.00	LS	\$	50,000.00			1.00	\$50,000.00	\$	50,000.00			
145	NON SPL WASTE DISPOSAL	5,100.00	CY	\$	255,000.00				\$50.00	\$	-			
146	REGULATED PRECONSTRUCTION PLAN	1.00	LS	\$	2,900.00				\$2,900.00	\$	-			
147	REGULATED FINAL CONSTRUCTION PLAN	1.00	LS	\$	2,400.00				\$2,400.00	\$	-			
148	ONSITE MONITORING	30.00	Day	\$	0.30				\$0.01	\$	-			
149	SOIL DISPOSAL ANALYSIS	4.00	Each	\$	5,120.00				\$1,280.00	\$	-			
VALUE OF AWARDED CONTRACT:					\$	2,629,523.47	VALUE OF AWARDED WORK COMPLETE:				\$	2,142,579.93		
MISCELLANEOUS EXTRAS AND CREDITS:														
X1	Storm sewer CL A TY 1 18"	1280	CY	\$	99,600.00			1,245.00	\$	80.00	\$	99,600.00		
X2	Precast FES 18"	3	EA	\$	-			-	\$	2,000.00	\$	-		
X3	Manhole TA 4' DIA OL w/ restrictor	1	EA	\$	3,550.00			1.00	\$	3,550.00	\$	3,550.00		
X4	TY 2 Terminal	1	EA	\$	2,500.00			1.00	\$	2,500.00	\$	2,500.00		
X5	TY 1 terminal special flared	1	EA	\$	4,300.00			1.00	\$	4,300.00	\$	4,300.00		
X6	Steel plate gaurd rail 6' posts	46	FOOT	\$	3,266.00			46.00	\$	71.00	\$	3,266.00		
X7	IL ROUTE 53 ADD EARTH EX & RESPREAD	1	LS	\$	11,054.34			1.00	\$	11,054.34	\$	11,054.34		
X8	Fill potholes & grade shoulder	1	LS	\$	1,362.37			1.00	\$	1,362.37	\$	1,362.37		
X9	Repair 12" field tile	1	LS	\$	2,319.02			1.00	\$	2,319.02	\$	2,319.02		
X10	SANITARY STR RECONSTRUCTION	1	LS	\$	2,777.27			1.00	\$	2,777.27	\$	2,777.27		
X11	EXTENDED TRAFFIC SIGNAL MAINTANCE	1	LS	\$	5,000.00			1.00	\$	5,000.00	\$	5,000.00		
X12	EXTENDED TRAFFIC CONTROL MAINTANCE	1	LS	\$	16,800.00			1.00	\$	16,800.00	\$	16,800.00		
X13	RE-MOBILIZATION	1	LS	\$	11,000.00			1.00	\$	11,000.00	\$	11,000.00		
X14	MATERIAL COST INCREASES	1	LS	\$	13,908.80			1.00	\$	13,908.80	\$	13,908.80		
X15	IL ROUTE 53 FULL DEPTH PATCHING	1	LS	\$	9,191.30			1.00	\$	9,191.30	\$	9,191.30		
												VALUE OF APPROVED CHANGE ORDERS:	\$	186,629.10

CONTRACT AWARDED:	\$	2,629,523.47	TOTAL VALUE OF COMPLETED WORK:	\$	2,329,209.03
CHANGE ORDERS -			RETAINAGE:	0%	-
CONTRACT CHANGES	\$	(486,943.53)	BALANCE DUE ON COMPLETED WORK:	\$	2,329,209.03
			TOTAL PREVIOUS PAYMENTS:	\$	2,215,529.81
CURRENT CONTRACT:	\$	2,142,579.93	NET AMOUNT DUE THIS PAYMENT:	\$	113,679.22

Job
 Wilmington Rt53 Peotone/Kankak
 Rt53 At(CH25) Peotone /
 Kankakee Intersection
 Improvements
 Wilmington, IL 60481

Contractor
 Austin Tyler Construction Inc
 23343 S. Ridge Road
 Elwood, IL 60421

Customer
 City of Wilmington
 1165 S. Water Street
 Wilmington, IL 60481

Job Number: 2012
 Week Ending: 8/7/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
	Class	Exemp.	08/01	08/02	08/03	08/04	08/05	08/06	08/07			Fica	Local		Other
			Mon	Tue	Wed	Thu	Fri	Sat	Sun						

I, Gary S Schumal, _____ President do hereby state:
 1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 8/1/2022 and ending 8/7/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
 3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
 (B) WHERE FRINGE BENEFITS ARE PAID IN CASH
 ---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
 (c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title _____ signature *Gary S. Schumal*

Gary S Schumal, President

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
Rt53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 8/14/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	Net Pay	
	Class	Exemp.	08/08	08/09	08/10	08/11	08/12	08/13	08/14			Fed.	Local			
			Mon	Tue	Wed	Thu	Fri	Sat	Sun			Tot	Fica			Other

I, Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 8/8/2022 and ending 8/14/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
(B) WHERE FRINGE BENEFITS ARE PAID IN CASH
---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title signature Gary S. Schumal

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
Rt53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 8/21/2022

Name / Address	Soc Sec No.		Hours Worked This Job								Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
	Class	Exemp.	08/15	08/16	08/17	08/18	08/19	08/20	08/21	Tot			Fica	Local		
	Mar		Mon	Tue	Wed	Thu	Fri	Sat	Sun				Med	Other		
			<u>Hours</u>	<u>Pay</u>												
			Regular	0.000	0.00											
			Overtime	0.000	0.00											
				0.000	0.00											

I, Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 8/15/2022 and ending 8/21/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
(B) WHERE FRINGE BENEFITS ARE PAID IN CASH
---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS
Gary S. Schumal
Name and title Gary S Schumal, President signature

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
t53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 8/28/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
	Class	Exemp.	08/22	08/23	08/24	08/25	08/26	08/27	08/28			Tot	Fed. Fica		Local Other
	Mar		Mon	Tue	Wed	Thu	Fri	Sat	Sun				Med		Total
			<u>Hours</u>		<u>Pay</u>										
			Regular	0.000	0.00										
			Overtime	0.000	0.00										
				0.000	0.00										

I, Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 8/22/2022 and ending 8/28/2022; all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
 (B) WHERE FRINGE BENEFITS ARE PAID IN CASH
 ---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
 (c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title Gary S Schumal, President signature Gary S. Schumal

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
Rt53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 9/4/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
	Class	Exemp.	08/29 Mon	08/30 Tue	08/31 Wed	09/01 Thu	09/02 Fri	09/03 Sat	09/04 Sun			Tot	Fed. Fica		Local Other
	Regular		0.000												
	Overtime		0.000												
			0.000												

I, Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 8/29/2022 and ending 9/4/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

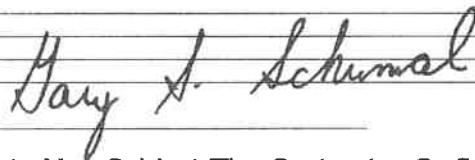
---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title
Gary S Schumal, President

signature



The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
 Wilmington Rt53 Peotone/Kankak
 Rt53 At(CH25) Peotone /
 Kankakee Intersection
 Improvements
 Wilmington, IL 60481

Contractor
 Austin Tyler Construction Inc
 23343 S. Ridge Road
 Elwood, IL 60421

Customer
 City of Wilmington
 1165 S. Water Street
 Wilmington, IL 60481

Job Number: 2012
 Week Ending: 9/11/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #	
	Class	Mar Exemp.	09/05 Mon	09/06 Tue	09/07 Wed	09/08 Thu	09/09 Fri	09/10 Sat	09/11 Sun			Tot	Fica Med State		Local Other Total
	Regular		0.000	0.00											
	Overtime		0.000	0.00											
			0.000	0.00											

I, Gary S Schumal, President do hereby state:
 1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 9/5/2022 and ending 9/11/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 J.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

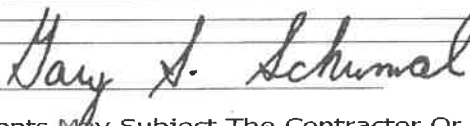
---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title
 Gary S Schumal, President

signature



The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
Rt53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 9/18/2022

Name / Address	Soc Sec No. Class Mar Exemp.	Hours Worked This Job								Pay Rate	Gross Pay This Job All Jobs	Deductions		Check # Net Pay	
		09/12 Mon	09/13 Tue	09/14 Wed	09/15 Thu	09/16 Fri	09/17 Sat	09/18 Sun	Tot			Fed. Fica Med State	Local Other Total		
		<u>Hours</u>	<u>Pay</u>												
	Regular	0.000	0.00												
	Overtime	0.000	0.00												
		0.000	0.00												

Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 9/12/2022 and ending 9/18/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 J.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

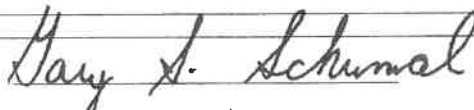
---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title
Gary S Schumal, President

signature



The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Job
Wilmington Rt53 Peotone/Kankak
Rt53 At(CH25) Peotone /
Kankakee Intersection
Improvements
Wilmington, IL 60481

Contractor
Austin Tyler Construction Inc
23343 S. Ridge Road
Elwood, IL 60421

Customer
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Job Number: 2012
Week Ending: 9/25/2022

Name / Address	Soc Sec No.		Hours Worked This Job							Pay Rate	Gross Pay This Job All Jobs	Deductions		Check #	
	Class	Exemp.	09/19 Mon	09/20 Tue	09/21 Wed	09/22 Thu	09/23 Fri	09/24 Sat	09/25 Sun			Tot	Fed. Fica		Local Other
	Regular		0.000												
	Overtime		0.000												
			0.000												

I, Gary S Schumal, President do hereby state:

1] That I pay or supervise the payment of the persons employed by Austin Tyler Construction Inc on the Wilmington Rt53 Peotone/Kankak that during the payroll period commencing on 9/19/2022 and ending 9/25/2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Austin Tyler Construction Inc from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 J.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title: Gary S Schumal, President
signature: *Gary S. Schumal*

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

Austin Tyler Construction, Inc
23343 S Ridge Road
Elwood, IL 60421

FINAL WAIVER OF LIEN

State of **Illinois**
 County of **Will**

Cty # _____
 Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____ to furnish for the premises known as _____ of which _____

City of Wilmington
Intersection Improvements
Wilmington Rt 53 Peotone-Kankakee Intersection Improvements
City of Wilmington is the owner.

THE undersigned, for and in consideration of One Hundred Thirteen Thousand Six Hundred Seventy Nine Dollars and Twenty Two Cents \$113,679.22 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, hereto furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Company Name Austin Tyler Construction, Inc.
 Address 23343 S Ridge Road, Elwood IL 60421

DATE: December 21, 2022 SIGNATURE: [Signature] TITLE: President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

State of **Illinois**
 County of **Will**

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ AND SAYS THAT HE OR SHE IS (POSITION) _____ (COMPANY NAME) _____ CONTRACTOR FURNISHING _____ LOCATED AT _____ OWNED BY _____

Gary Schumal BEING DULY SWORN, DEPOSES
President OF
Austin Tyler Construction, Inc. WHO IS THE
Intersection Improvements WORK ON THE BUILDING
Peotone-Kankakee, Wilmington, IL
City of Wilmington

That the total amount of the contract including extras* is \$2,329,209.03 on which he or she has received payment of \$2,215,529.81 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts of sub contract for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plants and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Austin Tyler Construction, Inc. **	Labor, material and equipment	1,328,239.39	1,261,572.55	66,666.84	-
Brownfield Enviromental	Soil Analyst	2,900.00	2,610.00	290.00	-
D2K Traffic	Traffic Control	65,692.83	53,303.33	12,389.50	-
Homer Tree Service, Inc	Tree Removal	12,711.00	11,439.90	1,271.10	-
Season's Landscaping	Landscaping	70,218.40	64,848.95	5,369.45	-
Joliet Asphalt, LLC	Asphalt	443,126.83	443,126.83	-	-
Van Mack Electric	Electric	322,691.93	294,999.60	27,692.33	-
Vulcan Materials Company	Stone	83,628.65	83,628.65	-	-
**All materials came from our own fully paid inventory					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		2,329,209.03	2,215,529.81	113,679.22	-

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor or other work of any kind done or to be done or in connection with said work other than above stated.

DATE: December 21, 2022 SIGNATURE: [Signature] TITLE: President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21ST DAY OF December, 2022

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

[Signature]
 NOTARY PUBLIC

JOLIET ASPHALT, LLC
23343 S Ridge Road
Elwood, IL 60421

FINAL WAIVER OF LIEN

State of **Illinois**
 County of **Will**

Gty # _____
 Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____ to furnish _____ for the premises known as _____ of which _____

Austin Tyler Construction, Inc.
Asphalt Material
Wilmington Rt 53 Peotone-Kankakee Intersection Improvements
City of Wilmington is the owner.

THE undersigned, for and in consideration of Five Thousand Four Hundred Ninety Three Dollars and One Cent **\$5,493.01** Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, hereto furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Company Name Joliet Asphalt, LLC
 Address 23343 S Ridge Road, Elwood IL 60421

DATE: December 21, 2022 SIGNATURE: *Gary Schumal* TITLE: Operating Mngr

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

State of **Illinois**
 County of **Will**

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____
 AND SAYS THAT HE OR SHE IS (POSITION) _____
 (COMPANY NAME) _____
 CONTRACTOR FURNISHING _____
 LOCATED AT _____
 OWNED BY _____

Gary Schumal
Operating Mngr
Joliet Asphalt, LLC
Asphalt Material
Peotone-Kankakee, Wilmington, IL
City of Wilmington

BEING DULY SWORN, DEPOSES _____ OF _____ WHO IS THE _____ WORK ON THE BUILDING

That the total amount of the contract including extras* is \$443,126.83 on which he or she has received payment of \$437,633.82 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts of sub contract for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plants and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Joliet Asphalt **	Material - HMA	443,126.83	437,633.82	5,493.01	-
					-
					-
					-
					-
**All materials came from our own fully paid inventory					-
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		443,126.83	437,633.82	5,493.01	-

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor or other work of any kind done or to be done or in connection with said work other than above stated.

DATE: December 21, 2022 SIGNATURE: *Gary Schumal* TITLE: Operating Mngr

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ 21st DAY OF _____ December, 2022

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

Thia M. [Signature]
 NOTARY PUBLIC

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
 COUNTY OF WILL

} SS

Gty # _____

TO WHOM IT MAY CONCERN:

Escrow # _____

WHEREAS the undersigned has been employed by AUSTIN TYLER CONSTRUCTION, INC.
 to furnish Traffic Signal Installation
 for the premises known as IL 53 and Peotone Road - Wilmington
 of which City of Wilmington is the owner.

THE undersigned, for and in consideration of Twenty Seven Thousand, Six Hundred Ninety Two Dollars & 33/100
 (\$ 27,692.33) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,
 relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
 material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
 from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
 furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE January 16, 2023 COMPANY NAME VAN-MACK ELECTRIC CO.
 ADDRESS 1225 CHANNAHON RD., UNIT 3, ROCKDALE, IL 60436

SIGNATURE AND TITLE Nancy Van Duyne President

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS } SS CONTRACTOR'S AFFIDAVIT
 COUNTY OF WILL

TO WHOM IT MAY CONCERN:

The undersigned NANCY VAN DUYN being duly sworn, deposes
 and says that he or she is PRESIDENT
 of VAN-MACK ELECTRIC CO. who is the
 contractor furnishing Traffic Signal Installation work on the building
 located at IL 53 and Peotone Road - Wilmington
 owned by City of Wilmington

That the total amount of the contract including extras* is \$ 322,691.93 on which he has received payment of
 \$ 294,999.60 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the
 validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said
 work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof
 and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work
 according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Van-Mack Electric Co.	Labor & Material	322,691.93	294,999.60	27,692.33	0.00

Total Labor And Material Including Extras* To Complete	322,691.93	294,999.60	27,692.33	0.00
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
 any kind done upon or in connection with said work other than above stated.

DATE January 16, 2023 Signature: Nancy Van Duyne
 Subscribed and sworn before me this 16th day of January



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

FINAL WAIVER

STATE OF ILLINOIS)
 COUNTY OF WILL)
 TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by AUSTIN TYLER CONSTRUCTION
 to furnish TREE REMOVAL
 for the premises known as ROUTE 53 INTERSECTION IMPROVEMENTS, ROUTE 53 & KANKAKEE RIVER DR, WILMINGTON, IL
 of which CITY OF WILMINGTON is the owner.
 The undersigned, for and in consideration of ONE THOUSAND TWO HUNDRED SEVENTY ONE AND 10/100

\$ 1,271.10 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: 1/13/2023 COMPANY NAME: HOMER TREE SERVICE, INC.
 ADDRESS: 16464 W. 143rd STREET, LOCKPORT, IL 60441

SIGNATURE AND TITLE *R. Repos* PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
 COUNTY OF WILL)
 TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is RONALD REPOSH
PRESIDENT of the HOMER TREE SERVICE, INC.
 who is the contractor for the TREE REMOVAL work on the
 building located at ROUTE 53 INTERSECTION IMPROVEMENTS, ROUTE 53 & KANKAKEE RIVER DR, WILMINGTON, IL
 owned by CITY OF WILMINGTON

That the total amount of the contract including extras* is \$ 12,711.00 on which he has received payment of \$ 11,439.90 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished or will furnish material or labor, or both, for said work and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
HOMER TREE SERVICE, INC.	TREE REMOVAL	\$ 12,711.00	\$ 11,439.90	\$ 1,271.10	\$ -
16464 W. 143RD STREET		\$ -	\$ -	\$ -	\$ -
LOCKPORT, IL 60441		\$ -	\$ -	\$ -	\$ -
All labor fully paid.		\$ -	\$ -	\$ -	\$ -
No subcontractors used.		\$ -	\$ -	\$ -	\$ -
All equipment is company owned.		\$ -	\$ -	\$ -	\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 12,711.00	\$ 11,439.90	\$ 1,271.10	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. Additionally, the undersigned hereby waives and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waives and releases ar and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics liens.

DATE: 1/13/2023 SIGNATURE *R. Repos*
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 23RD DAY OF JANUARY, 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Sarah Semetulska
 NOTARY PUBLIC



FINAL WAIVER OF LIEN

STATE OF IL } SS
 COUNTY OF WILL

Gty#

Escrow#

TO WHOM IT MAY CONCERN:

WHERE AS the undersigned has been employed by **AUSTIN TYLER CONSTRUCTION, INC** to furnish **LANDSCAPING/RESTORATION** for the premises known as **WILMINGTON RT 53 (PEOTONE-KANKAKEE) INTERSECTION, ATC JOB #2012** of which **CITY OF WILMINGTON** is the Owner.

The undersigned, for and in consideration of FIVE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND 45/100 (\$ 5,369.45) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: 01-16-2023

COMPANY NAME: SEASONS LANDSCAPE, INC.

ADDRESS: 18141 BRIGGS STREET, JOLIET, IL. 60432

SIGNATURE _____ TITLE **PRESIDENT**

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF IL } SS
 COUNTY OF WILL

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) **JOHN YOUNG** BEING DULY SWORN DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) **PRESIDENT** OF (COMPANY NAME) **SEASONS LANDSCAPE, INC.** WHO IS THE CONTRACTOR FURNISHING **LANDSCAPING/RESTORATION** WORK ON THE BUILDING LOCATED AT **WILMINGTON RT 53 (PEOTONE-KANKAKEE) INTERSECTION** OWNED BY **CITY OF WILMINGTON**

That the total amount of the contract including extras* is \$ **70,218.40** on which he or she has received payment of \$ **64,848.95** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ALL MATERIAL FOR THIS PROJECT HAS BEEN TAKEN FROM FULLY PAID STOCK AND DELIVERED TO THE JOB SITE BY SEASONS LANDSCAPE, INC. IN OUR OWN VEHICLES. NO OUTSIDE RENTAL EQUIPMENT HAS BEEN USED ON THIS PROJECT.	LANDSCAPING	\$70,218.40	\$64,848.95	\$5,369.45	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$70,218.40	\$64,848.95	\$5,369.45	\$0.00

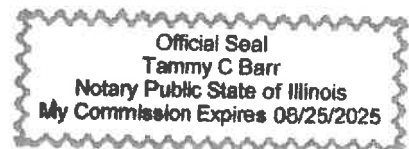
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 1-16-2023 SIGNATURE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF Jan, 20 23.

 NOTARY PUBLIC

SEAL:



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

City #: _____

COUNTY OF: DuPage

Escrow #: _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by AUSTIN TYLER CONSTRUCTION, INC.

to furnish TRAFFIC CONTROL & PROTECTION

for the premises known as WILMINGTON RT 53 PEOTONE/KANKAKEE INTERSECTION

of which CITY OF WILMINGTON, ILLINOIS

THE undersigned, for and in consideration of Twelve Thousand Three Hundred Eighty-nine and 50/100

\$ 12,389.50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby

waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and

on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,

heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises,

INCLUDING EXTRAS.*

DATE 1/17/2023 COMPANY NAME D2K Traffic Safety, Inc.

ADDRESS 1505 Frontenac Rd, Naperville, IL 60563

SIGNATURE AND TITLE [Signature] Vice President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Devvon Holst Clay BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) Vice President OF

(COMPANY NAME) D2K Traffic Safety, Inc. WHO IS THE

CONTRACTOR FURNISHING TRAFFIC CONTROL & PROTECTION WORK ON THE BUILDING

LOCATED AT WILMINGTON RT 53 PEOTONE/KANKAKEE INTERSECTION

OWNED BY CITY OF WILMINGTON, ILLINOIS

That the total amount of the contract including extras* is \$ 65,692.83 on which he or she has received payment of \$ 53,303.33

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
D2K Traffic Safety, Inc.	Traffic Control	\$ 65,692.83	\$ 53,303.33	\$ 12,389.50	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL, INCLUDING EXTRAS* TO COMPLETE:		\$ 65,692.83	\$ 53,303.33	\$ 12,389.50	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 1/17/2023 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17th DAY OF January 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

F.3870 R5/96

Provided by Chicago Title Insurance Company

Heidi Pearson
 NOTARY PUBLIC
 OFFICIAL SEAL
 Heidi Pearson
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 02/21/2025

STATE OF Wisconsin

Final Waiver of Lien

} SS

COUNTY OF Rock

Gty # _____

TO WHOM IT MAY CONCERN:

Escrow # _____

WHEREAS the undersigned has been employed by Austin Tyler Construction, Inc.

to furnish Environmental Services

for the premises known as Wilmington Rt 52 (Peotone-Kankakee) Intersection

of which City of Wilmington is the owner.

THE undersigned, for and in consideration of Two Hundred Ninety and 00/100
\$ 290.00 Dollars, and other good and valuable consideration, the receipt whereof is hereby
acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to
mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus
or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures,
apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE December 22, 2022

COMPANY NAME Brownfield Environmental Engineering Resources, LLC
ADDRESS 645 Third Street, Suite 250, Beloit, WI 53511

SIGNATURE AND TITLE *Bradley A. Brown* Principal

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin

} SS

COUNTY OF Rock

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Bradley A. Brown BEING DULY SWORN,
DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Principal OF (COMPANY NAME)
Brownfield Environmental Engineering Resources, LLC WHO IS THE CONTRACTOR FURNISHING
Environmental Services WORK ON THE BUILDING LOCATED
AT Wilmington Rt 52 (Peotone-Kankakee) Intersection
OWNED BY City of Wilmington

That the total amount of the contract including extras* is \$2,900.00 on which they have received payment of
\$2,610.00 prior to this payment. That all waivers are true, correct and genuine and delivered
unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties
who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said
work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include
all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Brownfield Environmental Engineering Res.	Environmental Se	\$2,900.00	\$2,610.00	\$290.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$2,900.00	\$2,610.00	\$290.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE December 22, 2022 SIGNATURE: *Bradley A. Brown*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22nd DAY OF December, 2022

AIMEE J THURNER
Notary Public
State of Wisconsin

Aimee Thurner
Notary Public

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



131228

FINAL WAIVER

TO ALL WHOM IT MAY CONCERN:

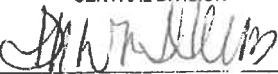
Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has been employed by **AUSTIN TYLER CONSTRUCTION, LLC** to furnish **STONE** for the building - and premises known as

WILMINGTON RT 53 PEOTONE-KANKAKEE INTERSECTION IMP
OWNER: CITY OF WILMINGTON
PEOTONE-KANKAKEE
WILMINGTON, IL

Now, Therefore, the undersigned, for and in consideration of the sum of ****Two Thousand One Hundred Ninety Four Dollars and Seventy Three Cents**** (\$2,194.73) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, under the statutes of the State of Illinois relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon and on the materials furnished, and on the moneys, funds or other consideration due or to become due from the owner on account of materials heretofore furnished by the undersigned for the above described premises, to or on account of the said **AUSTIN TYLER CONSTRUCTION, LLC**.

Witness our hand on this 26TH day of SEPTEMBER, 2022

VULCAN CONSTRUCTION MATERIALS, LLC
CENTRAL DIVISION

By 
DAWN STROSS, CREDIT REP

AUSTIN TYLER CONSTRUCTION, LLC
23343 S RIDGE RD
ELWOOD, IL 60421



Local Public Agency City of Wilmington	County Will	Route FAP 846 IL 53 CH-2	Section Number 12-00047-00-CH
Request Number 08	<input checked="" type="checkbox"/> Final		
Contractor Austin Tyler Construction Inc.			
Address 23343 South Ridge Road	City Elwood	State IL	Zip Code 60421
Date 09/23/22			

I recommend that this Deduction be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	73.2	\$40.000	A	\$2,928.00	\$0.00
- REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1400.0	\$20.000	A	\$28,000.00	\$0.00
- POROUS GRANULAR EMBANKMENT	CU YD	1400.0	\$35.000	A	\$49,000.00	\$0.00
- TRENCH BACKFILL	CU YD	14.0	\$39.000	A	\$546.00	\$0.00
- PERIMETER EROSION BARRIER	FOOT	207.0	\$2.000	D	\$0.00	\$414.00
- INLET AND PIPE PROTECTION	EACH	2.0	\$150.000	D	\$0.00	\$300.00
- INLET FILTERS	EACH	5.0	\$100.000	D	\$0.00	\$500.00
- TEMPORARY DITCH CHECKS	FOOT	95.0	\$25.000	A	\$2,375.00	\$0.00
- STONE RIPRAP, CLASS A3	SQ YD	43.3	\$83.000	D	\$0.00	\$3,593.90
- AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	63.0	\$12.750	A	\$803.25	\$0.00
- HOT-MIX ASPHALT BASE COURSE WIDENING, 10 1/4"	SQ YD	85.0	\$40.000	D	\$0.00	\$3,400.00
- HOT-MIX ASPHALT BASE COURSE WIDENING, 11 1/2"	SQ YD	396.0	\$48.000	D	\$0.00	\$19,008.00
- AGGREGATE FOR TEMPORARY ACCESS	TON	17.5	\$0.010	A	\$0.18	\$0.00
- BITUMINOUS MATERIALS (PRIME COAT)	POUN	38986	\$0.010	D	\$0.00	\$389.86
- LEVELING BINDER (MACHINE METHOD), N70	TON	123.18	\$78.000	D	\$0.00	\$9,608.04
- POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	56.15	\$85.000	D	\$0.00	\$4,772.75
- TEMPORARY PAVEMENT	SQ YD	107.0	\$75.000	A	\$8,025.00	\$0.00
- TEMPORARY PAVEMENT REMOVAL	SQ YD	107.0	\$25.000	A	\$2,675.00	\$0.00
- TEMPORARY RAMP	SQ YD	670.0	\$25.000	D	\$0.00	\$16,750.00
- HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	186.36	\$78.000	D	\$0.00	\$14,536.08

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	TON	34.0	\$95.000	A	\$3,230.00	\$0.00
HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 9 1/2" (JOINTED)	CU YD	34.0	\$80.000	D	\$0.00	\$2,720.00
HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	1541.0	\$3.250	D	\$0.00	\$5,008.25
HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	173.0	\$3.250	D	\$0.00	\$562.25
AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	235.0	\$16.000	D	\$0.00	\$3,760.00
HOT-MIX ASPHALT SHOULDERS, 8"	SQ YD	328.0	\$32.000	A	\$10,496.00	\$0.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3.0	\$800.000	D	\$0.00	\$2,400.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2.0	\$925.000	A	\$1,850.00	\$0.00
STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	127.5	\$42.000	D	\$0.00	\$5,355.00
PIPE CULVERTS, CLASS C, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	77.0	\$80.000	D	\$0.00	\$6,160.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 18"	EACH	2.0	\$1,050.000	D	\$0.00	\$2,100.00
PIPE UNDERDRAINS 10" (SPECIAL)	FOOT	1359.0	\$36.000	D	\$0.00	\$48,924.00
CONTROLLED LOW-STRENGTH MATERIAL	CU YD	35.0	\$120.000	D	\$0.00	\$4,200.00
CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	2.0	\$1,775.000	D	\$0.00	\$3,550.00
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2.0	\$2,400.000	A	\$4,800.00	\$0.00
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.0	\$2,150.000	A	\$4,300.00	\$0.00
INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1.0	\$1,350.000	D	\$0.00	\$1,350.00
INLETS, TYPE A, TYPE 24 FRAME AND GRATE	EACH	2.0	\$1,400.000	A	\$2,800.00	\$0.00
REMOVING CATCH BASINS	EACH	3.0	\$600.000	D	\$0.00	\$1,800.00
CLASS SI CONCRETE (OUTLET)	CU YD	3.0	\$800.000	A	\$2,400.00	\$0.00

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	26.0	\$38.000	D	\$0.00	\$988.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	18.0	\$41.000	D	\$0.00	\$738.00
SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	477.0	\$2.000	D	\$0.00	\$954.00
CHANGEABLE MESSAGE SIGN	CAL M	8.0	\$750.000	D	\$0.00	\$6,000.00
TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	556.9	\$0.350	A	\$194.91	\$0.00
TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	11.0	\$2.500	A	\$27.50	\$0.00
TELESCOPING STEEL SIGN SUPPORT (SPECIAL)	FOOT	187.0	\$20.000	D	\$0.00	\$3,740.00
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	70.4	\$4.250	A	\$299.20	\$0.00
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	6830.0	\$0.580	D	\$0.00	\$3,961.40
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	9.0	\$0.850	D	\$0.00	\$7.65
THERMOPLASTIC PAVEMENT MARKING - LINE 12	FOOT	162.0	\$1.750	D	\$0.00	\$283.50
THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	18.0	\$4.250	A	\$76.50	\$0.00
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	1.2	\$14.000	D	\$0.00	\$16.80
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 4"	FOOT	779.0	\$2.150	A	\$1,674.85	\$0.00
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 6"	FOOT	156.0	\$3.250	A	\$507.00	\$0.00
MODIFIED URETHANE PAVEMENT MARKING TYPE I - LINE 24"	FOOT	23.5	\$14.000	A	\$329.00	\$0.00
RAISED REFLECTIVE PAVEMENT MARKER	EACH	9.0	\$25.000	D	\$0.00	\$225.00
SIGN PANEL - TYPE 1	SQ FT	31.5	\$32.000	A	\$1,008.00	\$0.00
SING PANEL - TYPE 2	SQ FT	10.0	\$50.000	A	\$500.00	\$0.00
ELECTRIC SERVICE INSTALLATION	EACH	1.0	\$2,700.000	D	\$0.00	\$2,700.00
ELECTRIC UTILITY SERVICE CONNECTION	LSUM	1.0	\$8,000.000	D	\$0.00	\$8,000.00
UNIT DUCT, 600V. 3-1C NO.4, 1/ C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	3330.0	\$10.750	D	\$0.00	\$35,797.50
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 110	FOOT	333.0	\$9.900	D	\$0.00	\$3,296.70

LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 250 WATT	EACH	19.0	\$500.000	D	\$0.00	\$9,500.00
LIGHTING CONTROLLER, BASE MOUNTED, 480VOLT, 100AMP	EACH	1.0	\$7,200.000	D	\$0.00	\$7,200.00
LIGHT POLE, ALUMINUM, 40 FT. M.H., 12 FT. DAVIT ARM	EACH	19.0	\$3,000.000	D	\$0.00	\$57,000.00
LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	144.0	\$190.000	D	\$0.00	\$27,360.00
LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	8.0	\$250.000	D	\$0.00	\$2,000.00
BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	19.0	\$500.000	D	\$0.00	\$9,500.00
ENGINEER'S FIELD OFFICE, TYPE A	CAL M	8.0	\$0.010	D	\$0.00	\$0.08
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	94.0	\$18.000	D	\$0.00	\$1,692.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	12.0	\$45.000	A	\$540.00	\$0.00
HEAVY-DUTY HANDHOLE	EACH	2.0	\$2,000.000	D	\$0.00	\$4,000.00
FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F	FOOT	39.5	\$3.000	A	\$118.50	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	4.5	\$1.000	A	\$4.50	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	7.0	\$1.000	A	\$7.00	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	41.0	\$1.000	A	\$41.00	\$0.00
EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	4.5	\$1.000	A	\$4.50	\$0.00
ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	FOOT	24.0	\$3.000	A	\$72.00	\$0.00
ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	29.5	\$1.750	A	\$51.63	\$0.00
CONCRETE FOUNDATION, TYPE A	FOOT	4.0	\$125.000	A	\$500.00	\$0.00
RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNITS	EACH	1.0	\$225.000	D	\$0.00	\$225.00
TEMPORARY RAMP REMOVAL	SQ YD	670.0	\$8.000	D	\$0.00	\$5,360.00
NON-SPECIAL WASTE DISPOSAL	CU YD	5100.0	\$50.000	D	\$0.00	\$255,000.00
REGULATED SUBSTANCES PRECONSTRUCTION PLAN	LSUM	1.0	\$2,900.000	D	\$0.00	\$2,900.00
REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	LSUM	1.0	\$2,400.000	D	\$0.00	\$2,400.00

-	ONSITE MONITORING OF REGULATED SUBSTANCES	DAYS	30.0	\$0.010	D	\$0.00	\$0.30
-	SOIL DISPOSAL ANALYSIS	EACH	4.0	\$1,280.000	D	\$0.00	\$5,120.00
-	STORM SEWER CLASS A TYPE 1 18" (1245.0 FT @ \$80/FT)	FOOT	1245.0	\$80.000	A	\$99,600.00	\$0.00
-	MANHOLE TYPE A 4' DIA OPEN LID WITH RESTRICTOR	EACH	1.0	\$3,550.000	A	\$3,550.00	\$0.00
-	GUARDRAIL TYPE 2 TERMINAL	EACH	1.0	\$2,500.000	A	\$2,500.00	\$0.00
-	GUARDRAIL TYPE 1 TERMINAL SPECIAL (FLARED)	EACH	1.0	\$4,300.000	A	\$4,300.00	\$0.00
-	STEEL PLATE BEAM GUARDRAIL (6' POSTS) (46' @ \$71 /FT)	FOOT	46.0	\$71.000	A	\$3,266.00	\$0.00
-	IL RTE 53 ADD EARTH EX & RESREAD	LSUM	1.0	\$11,054.340	A	\$11,054.34	\$0.00
-	FILL POTHoles & REGRADE SHOULDER	LSUM	1.0	\$1,362.370	A	\$1,362.37	\$0.00
-	REPAIR EXISTING 12" FIELD TILE	LSUM	1.0	\$2,319.020	A	\$2,319.02	\$0.00
-	SANITARY STRUCTURE RECONSTRUCT	LSUM	1.0	\$2,777.270	A	\$2,777.27	\$0.00
-	EXTENDED TRAFFIC SIGNAL MAINTENANCE	LSUM	1.0	\$5,000.000	A	\$5,000.00	\$0.00
-	EXTENDED TRAFFIC CONTROL MAINTENANCE	LSUM	1.0	\$16,800.000	A	\$16,800.00	\$0.00
-	INEFFICIENCY COSTS FOR DELAYS	LSUM	1.0	\$24,908.800	A	\$24,908.80	\$0.00
-	IL RTE 53 FULL DEPTH PATCH	LSUM	1.0	\$9,191.300	A	\$9,191.30	\$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
-						\$0.00	\$0.00
Total Changes						\$316,813.62	\$617,128.06

Add Row

Total Net Change	(\$300,314.44)
Amount of Original Contract	\$2,629,523.47
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$2,329,209.03

Total net deduction _____ to date (\$300,314.44) which is -11.42% of the contract price.

State fully the nature and reason for the change
 See attached sheet.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The Local Public Agency has determined that the change is germane to the original contract is signed.
- The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Title of Preparer

Brandt Zentner

Construction Manager

Submitted/Approved

Local Public Agency

Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways

Date

Approved:

Illinois Department of Transportation

Regional Engineer

Date

City of Wilmington
Intersection Improvements
IL Route 53 at Kankakee River Drive/
Wilmington-Peotone Road
Section: 12-00047-00-CH
Will County

Authorization Number 8 (FINAL)

ITEM 3 – REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Additional quantity required based on actual field measurements and field conditions. The existing subgrade was found to be unsuitable, especially in the areas of widening, shoulder construction and storm sewer removals/abandonment. Area's of anticipated undercuts was more than anticipated. The total additional cost to the contract is greater than \$10,000.

ITEM 4 – POROUS GRANULAR EMBANKMENT

Additional quantity required based on actual field measurements and field conditions. The existing subgrade was found to be unsuitable and therefore removed and replaced with POROUS GRANULAR EMBANKMENT. Area of anticipated undercuts was more than anticipated. The total additional cost to the contract is greater than \$10,000.

ITEM 19 – HOT-MIX ASPHALT BASE COURSE WIDENING

Less quantity required based on actual field measurements and field conditions. The total cost being deducted is greater than \$10,000.

ITEM 27 – TEMPORARY RAMP

This pay item was not required to meet the intent of the engineering plans. The total cost being deducted is greater than \$10,000.

ITEM 28 – HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70

Less quantity required based on actual field measurements. The total cost being deducted is greater than \$10,000.

ITEM 37 – HOT-MIX ASPHALT SHOULDERS, TYPE B 8"

Additional quantity required based on actual field measurements. The total cost increase exceeds \$10,000.

ITEM 46 – PIPE UNDERDRAINS 10” (SPECIAL)

The storm sewer system along Peotone Road was redesigned and thus this pay item was not required. The deduction of this pay item will off-set the cost of the new pay item STORM SEWER CLASS A TYPE 1 18” (1245.0 FT @ \$80/FT). The total cost being deducted is greater than \$10,000.

ITEM 87 – UNIT DUCT, 600V, 3-1C NO.4, 1/C NO.6 GROUND (XLP-TYPE USE), 1 ¼” DIA. POLYETHYLENE

The City of Wilmington elected to not install Street lighting due to budget constraints. This pay item was therefore deducted from the contract. The total cost being deducted is greater than \$10,000.

ITEM 91 – LIGHT POLE, ALUMINUM, 40 FT. M.H., 12 FT. DAVIT ARM

The City of Wilmington elected to not install Street lighting due to budget constraints. This pay item was therefore deducted from the contract. The total cost being deducted is greater than \$10,000.

ITEM 92 – LIGHT POLE FOUNDATION, 24” DIAMETER

The City of Wilmington elected to not install Street lighting due to budget constraints. This pay item was therefore deducted from the contract. The total cost being deducted is greater than \$10,000.

ITEM 145 – NON-SPECIAL WASTE DISPOSAL

This pay item was not required to meet the intent of the engineering plans. All spoils generated from construction were respread on-site within the existing ROW. The total cost being deducted is greater than \$10,000.

EXTRA ITEM – STORM SEWER CLASS A TYPE 1 18” (1245.0 FT @ \$80/FT)

The storm sewer system along Peotone Road was redesigned and thus this new pay item was required to meet the intent of the engineering plans. The deduction of pay item PIPE UNDERDRAINS 10” (SPECIAL) will off-set a portion of the cost of this new pay item. The total cost increase is greater than \$10,000.

EXTRA ITEM – MANHOLE TYPE A 4’ DIA OPEN LID WITH RESTRICTOR

The storm sewer system along Peotone Road was redesigned and thus this new pay item was required to meet the intent of the engineering plans. The deduction of pay item PIPE UNDERDRAINS 10” (SPECIAL) will off-set a portion of the cost of this new pay item. The total cost increase is \$3,550.00, which is less than \$10,000.

EXTRA ITEM – GUARDRAIL TYPE 2 TERMINAL

The original bid set did not include pay items for guardrail that is required to provide protection for the existing AT&T cabinet on the north side of Peotone Road. This was omitted in the original bid documents. The total cost increase is \$2,500, which is less than \$10,000.

EXTRA ITEM – GUARDRAIL TYPE 1 TERMINAL SPECIAL (FLARED)

The original bid set did not include pay items for guardrail that is required to provide protection for the existing AT&T cabinet on the north side of Peotone Road. This was omitted in the original bid documents. The total cost increase is \$4,300, which is less than \$10,000.

EXTRA ITEM – STEEL PLATE BEAM GUARDRAIL (6’ POSTS) (46’ @ \$71/FT)

The original bid set did not include pay items for guardrail that is required to provide protection for the existing AT&T cabinet on the north side of Peotone Road. This was omitted in the original bid documents. The total cost increase is \$3,266, which is less than \$10,000.

EXTRA ITEM – IL RTE 53 ADD EARTH EX & RESPREAD

The Contractor was able to keep nearly all spoils on-site. This new pay item was developed to compensate the Contractor time and expenses to move and respread this material within the project limits within the existing ROW. The deduction of Item 145 NON-SPECIAL WASTE DISPOSAL will off-set this additional cost. The total cost increase is \$11,054, which is greater than \$10,000.

EXTRA ITEM – FILL POTHoles & REGRADE SHOULDER

At the request of the City, potholes at the NE and SE corners of IL Rte 53 and Peotone Rd were filled and graded due to complaints received from motorists. This additional work was tracked on a force account basis. The new Pay Item, FILL POTHoles & REGRADE SHOULDER, was used to compensate the Contractor for this work. The total cost increase is \$1,362, which is less than \$10,000.

EXTRA ITEM – REPAIR EXISTING 12" FIELD TILE

During the construction of the Peotone Road storm sewer system, the Contractor damaged an unmarked existing field tile that was in conflict with a new storm manhole. The field tile was repaired and routed around the storm structure. This extra work was tracked on a force account basis and the new Pay Item, REPAIR EXISTING 12" FIELD TILE, was used to compensate the Contractor. The total cost increase is \$2,319, which is less than \$10,000.

EXTRA ITEM – SANITARY STRUCTURE RECONSTRUCT

A sanitary sewer structure located at the SE corner of the Peotone Road-Kankakee River Drive and IL Route 53 intersection needed to be reconstructed and raised to meet the new proposed grades. This work was completed on force account. The total cost increase was \$2,777, which is less than \$10,000.

EXTRA ITEM – EXTENDED TRAFFIC SIGNAL MAINTENANCE

Due to various project delays related to utility conflicts, the redesign of the Peotone Road storm sewer system, Local 150 strike and material shortages, extended traffic signal maintenance was necessary to cover any callout's or routine maintenance. Due to the extensive delays (13-14 month's), a lump sum fee was paid to cover the Contractors maintenance costs. The total cost increase is \$5,000, which is less than \$10,000.

EXTRA ITEM – EXTENDED TRAFFIC CONTROL MAINTENANCE

Due to various project delays related to utility conflicts, the redesign of the Peotone Road storm sewer system, Local 150 strike and material shortages, extended traffic control maintenance was necessary to cover any callout's, maintenance of the staged traffic control and additional mobilizations due to the inefficiencies. Due to the extensive delays (13-14 month's), a lump sum fee was paid to cover the Contractors traffic control maintenance costs. The total cost increase was \$16,800, which is greater than \$10,000.

EXTRA ITEM – INEFFICIENCY COSTS FOR DELAYS

This project was bid by the City of Wilmington on January 28th, 2020. The project was supposed to be completed by August 31st, 2020. When bidding this project, the Contractor's pricing reflected the costs of labor and materials between the months of January 28th, 2020 and August 31st, 2020. There were numerous delays to this project which led to labor cost increases, material price increases, and inefficiency costs. Delays included relocation of an AT&T fiber optic cable and a Nicor gas main relocation. Other significant delays include the redesign of the Peotone Road storm sewer system and alignment, the Local 150 strike and material shortages. As a result of these delays, the actual completion

of this project didn't occur until November 29, 2022. The new pay item reflects the costs incurred by the Contractor due to delays and inefficiencies. The total cost increase was \$24,910, which is greater than \$10,000.

EXTRA ITEM – IL RTE 53 FULL DEPTH PATCH

The Contractor needed to explore and repair an area of pavement failure on IL Rte 53, north of the Peotone Road-Kankakee River Drive and IL Route 53 intersection. The Contractor needed to undercut and perform a full depth HMA pavement patch. This work was completed on a force account basis with a total cost increase of \$9,191, which is less than \$10,000.



Local Public Agency City of Wilmington	County Will	Section Number 12-00047-00-CH
Contractor Austin Tyler Construction, Inc.	Award Date 04/07/20	Award Amount \$2,629,523.47

Was this project a bondable capital improvement? Yes No

Financial Statement

Total Funds Received		Expenditures				Surplus/Deficit
Source	Amount	Construction	Engineering	Right of Way		
EDP	\$2,240,469.00	\$2,329,209.03	\$0.00	\$0.00	(\$88,740.03)	-
EDP	\$114,154.00	\$0.00	\$0.00	\$0.00	\$114,154.00	-
EDP	\$228,307.88	\$0.00	\$228,307.88	\$0.00	\$0.00	-
Will County	\$101,394.00	\$0.00	\$191,724.34	\$0.00	(\$90,330.34)	-
Cold Storage	\$301,000.00	\$0.00	\$182,448.66	\$0.00	\$118,551.34	-
						-
						-
Total Funds Received	\$2,985,324.88					
	Total Expenditures:	\$2,329,209.03	\$602,480.88	\$0.00		
Add					Project Total	\$2,931,689.91

Remarks

The improvement was constructed in accordance with the plans approved by the Department on 01/13/20 Date

Final inspection of the designated work was made by the Department on 09/19/22 Date and it was

found to be completed substantially in accordance with the requirements of the plans, specifications and contract. The financial statement is in accordance with department records.

This improvement shall henceforth be maintained by: City of Wilmington Public Agency

Prepared By Brandt Zentner Date 02/17/23

Title of Preparer Mgr of Construction Operations

Submitted: Local Public Agency Signature _____ Date _____ Approved: Regional Engineer, DOT _____ Date _____

Title City Administrator

NO DECISION PERFORMANCE AGREEMENT

AGREEMENT dated this 16th day of February, 2023 between the No Decision band (hereinafter referred to as "ARTIST") and City of Wilmington, IL Catfish Days (hereinafter referred to as "PURCHASER").

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement hereinafter provided, upon all of the terms and conditions herein set forth:

ARTIST: No Decision

DATE OF ENGAGEMENT: July 22, 2023, Saturday

EVENT: Catfish Days

CITY: Wilmington, IL

NUMBER OF SHOWS: One (1) show

TIME(S) including breaks: 4 hours

BILLING INFO: Mark Lawrence, 3885 Sawmill Lane, Morris, IL 60450

GUARANTEE: \$1500.00

PAYMENT TERMS: \$1500 by check or cash immediately following performance (if a check, please make it out to Mark Lawrence).

CANCELATION: In the event that an ARTIST member is unable to perform, due to illness, injury, severe weather, or Act of God, this performance agreement can be canceled at any time without obligation on the part of the ARTIST.

The signatures below confirm that the parties have read and approve each and all of the foregoing terms and conditions.

ARTIST:



By: Mark Lawrence
Drummer for No Decision

PURCHASER:

By (please sign above and print name below)

City of Wilmington, IL Catfish Days

PORTABLE STAGE RENTAL AGREEMENT

THIS AGREEMENT, by and between Rodney Emling (Owner) and Wilmington Catfish Days (Renter) entered into this 16 day of February, 2023 for the rental of (1) [16x32] portable stage(s) for the Rental Period of 7/20, 2023 through 7/23, 2023.

RENTAL PRICE

The stage(s) rental price is \$ 1100.00 for the duration of the Rental Period.

DEPOSIT

To guarantee the availability of the portable stage for the Rental Period, a deposit of twenty-five (25%) percent totaling \$ 275.00 is due upon the return of the signed contract. The remaining balance of \$ 825.00 is due at time of delivery. Please make checks payable to **Rodney Emling**.

CANCELATION POLICY

If the portable stage rental is canceled over 90 days in advance of the Rental Period, a full refund of the deposit will be issued. Cancellation in 90 days or less from the rental period will result in a complete forfeiture of the deposit.

DELIVERY

The portable stage(s) will be delivered to the agreed upon address by Rodney Emling or an authorized representative on a date and time agreed upon in advance of the Rental Period. The scheduling contact for the Renter will be called on the Monday prior to the Rental Period to schedule the set-up and take down of the portable stage.

Please complete this page and return the signed Portable Stage Rental Agreement along with a check made payable to Rodney Emling for the deposit to the address listed below.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this Portable Stage Rental Agreement.

Signature

Organization Name

Address

Organization Telephone Number

Scheduling Contact Name

Scheduling Contact Telephone Number

Rental Period

Signature

Rodney Emling
Rodney Emling

P.O. 64
Address

Bonfield, Illinois 60913

815-935-1441
Telephone