



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Resolution Declaring Default and Authorizing the Mayor to Demand Payment Under a Letter of Credit – Artesian Springs Subdivision
Presenters:	Chris Tiedt

Please check appropriate box:

X	Government Operations (9/19/11)	Government Services
	Planning & Development	City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Since October 2009, staff has been actively pursuing completion of remaining public improvements in all incomplete subdivisions within St. Charles, in an effort to ensure the safety and comfort of those residents who currently live there and for those who may choose to live there in the future.

Like Remington Glen, Artesian Springs is also one of those subdivisions. Over the past two years, staff has expended a significant amount of time and effort to work cooperatively with the developer to complete remaining improvements, including completion of roads and maintenance repairs of existing infrastructure. Staff is not confident that these items will be completed in a timely manner, as we have had no commitment from the developer.

In order for the City to proceed with completing the public streets, storm sewer punchlists and installation of remaining sidewalks within the subdivision, we are seeking Council's authorization to secure the necessary funding. A preliminary estimate of the cost of the afore-mentioned public improvements is \$95,402.75.00. The City holds a Letter of Credit in the amount of \$59,818.50 issued by The State Bank of Geneva.

It is staff's desire to have the City complete the public streets, storm sewer punchlists and install the sidewalks on the vacant lots at this time and that the remaining improvements, such as parkway trees, resolution of water punchlists, and final lot grading of the vacant lots be completed at a later date when homes are constructed on the vacant lots.

It is worth noting that the City Council previously approved Resolution No. 2002-51, a Resolution Authorizing Notice of Default and of Intention to Declare Forfeiture of Collateral for Artesian Springs Development, because land improvements were not completed to the City's satisfaction and additional work was needed. These issues were finally resolved by Brummel Construction in a manner acceptable to the City and no further action was needed by the City at that time.

Attachments: (please list)

- Resolution Declaring Default and Authorizing the Mayor to Demand Payment under a Letter of Credit- Artesian Springs Subdivision
- Certificate of the Director of Public Works
- Itemized list of all remaining improvements
- Approximate timeline of events to this point
- Resolution No. 2002-51- Resolution Authorizing Notice of Default and of Intention to Declare forfeiture of Collateral- Artesian Springs Development

Recommendation/Suggested Action (briefly explain):

Staff recommends approval of Resolution and authorization to proceed with the default notice and to draw funds, so they can be placed in an escrow account for use by the City to complete the public streets, storm sewer punchlists and installation of remaining sidewalk within the subdivision in the Artesian Springs Subdivision.

<i>For office use only:</i>	<i>Agenda Item Number: 3a</i>
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City of St. Charles, Illinois
Resolution No. _____

**Resolution Declaring Default and Authorizing the Mayor to Demand
Payment Under a Letter of Credit-Artesian Springs Subdivision**

WHEREAS, the City of St. Charles approved the final plat of subdivision entitled "Artesian Springs", and had the same recorded in the recorder of Deeds Office, Kane County, Illinois, on October 25, 2001, as Document No. 2001K111969; and

WHEREAS, pursuant to a Developer's Undertaking (the "Agreement") Brummel Construction (the "Developer") was required to complete the required Land Improvements by July 1, 2001 (the "Completion Date"); and

WHEREAS, as required by the Agreement, the Developer has provided Irrevocable Standby Letter of Credit No. 260209, dated February 26, 2009, as amended, from The State Bank of Geneva in order to secure completion of the Land Improvements; and

WHEREAS, the Developer has failed to satisfactorily complete the work of the installation and construction and/or maintenance of the required Land Improvements by the Completion Date, said date being at least six (6) months prior to the expiration of the above-referenced Letter of Credit; and

WHEREAS, City staff has made numerous contacts and met with the Developer on numerous occasions regarding said failure, both prior to, and after, the Completion Date and without progress; and,

WHEREAS, the City finds and determines that the Developer's continued failure to construct and/or maintain the Land Improvements or otherwise respond to the City's demands constitutes a default of the Agreement; and,

WHEREAS, the City further finds and determines that the public interest requires that the City construct or cause the construction of the Land Improvements; and,

WHEREAS, the City further finds and determines that it is necessary to draw on the Letter of Credit to pay for the construction and/or maintenance of the Land Improvements, all in accordance with the Agreement and Letter of Credit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois that the Mayor and the Director of Public Works are hereby authorized and directed to demand payment

CERTIFICATE OF THE DIRECTOR OF PUBLIC WORKS

RE: Artesian Springs Subdivision – Irrevocable Letter of Credit #260209

I, Mark Koenen, Director of Public Works, the undersigned, do hereby find that all Land Improvements have not been completed by the Developer or Owner at least 6 months prior to the expiration of the above-referenced letter of credit for the afore-mentioned subdivision.

Mark Koenen
Director of Public Works
City of St. Charles

SUBSCRIBED and SWORN to before me
This _____ day of _____, 2011.

Notary Public

Artesian Springs
Public Improvements
RFP

Item #	Description	Unit	Estimated Engr. Quantity	Unit Price	Item Cost
1	Sidewalk Removal and Replacement (6" thick)	SF	650	\$ 6.50	\$4,225.00
2	Curb removal and replacement	LF	104	\$ 35.00	\$3,640.00
3	Hot-mix Asphalt Binder Removal (2")	SY	4100	\$ 4.00	\$16,400.00
4	Base Repairs (4" BAM removal and Replacement)	SY	20	\$ 42.00	\$840.00
5	Hot-Mix Asphalt Binder Course IL 19.0 N50	Ton	500	\$ 71.00	\$35,500.00
6	Hot-Mix Asphalt Surface Course Mix C N50	Ton	400	\$ 75.00	\$30,000.00
7	Prime Coat / Tack Coat	GAL	2391	\$ 0.25	\$597.75
Totals-					\$91,202.75
Alternate Items					
8	Sewer Punchlist	LS	1	\$ 4,200.00	\$4,200.00
10					\$4,200.00
GRAND TOTAL					\$95,402.75

**Engineer's
Estimate**

DATE	ACTION/COMMENTS
10/7/09	Development Improvement Letter Form B Sent.
1/11/10	Request sent to bank to extend expiration date of current LOC held on file for Artesian Springs Subdivision
2/26/10	Met with Irv to discuss completion of subdivision
3/15/10	LOC extension to March 16, 2011 received by bank
3/17/10	Letter from Irv Brummel received stating all improvements will be completed hopefully in 2010 or by 2012
5/25/10	Response letter sent to Irv Brummel requesting improvements be completed by 9/17/2010
9/28/10	Letter sent to Irv Brummel giving time extension to complete improvements to June 1, 2011
12/20/10	Request sent to bank to extend expiration date of current LOC held on file for Artesian Springs Subdivision
2/1/11	LOC extension to March 16, 2012 received from bank
4/12/11	Telephone call put in to Irv Brummel to ask status of contract and completing improvements
6/9/11	Letter sent to Irv following telephone conversation about June 1, 2011 completion deadline in which nothing has been done and giving new deadline for LOC increase by 7/15/2011 for extension of time to complete improvements
7/7/11	Letter sent to Irv Brummel with Brummel Construction confirming telephone conversation discussing remaining improvements and 7/15/2011 deadline to increase LOC
7/11/11	Telephone call with Irv to request immediate maintenance of storm structure where rings have failed and sink hole has begun to form and discuss completion of improvements as requested in 7/7/2011 letter.
7/12/11	Letter sent to Irv Brummel with Brummel Construction confirming telephone conversation discussing remaining improvements and 7/15/2011 deadline to increase LOC for extension
7/26/11	Nothing heard back from Irv Brummel and begin to initiate process to pull LOC to complete improvements. Also checked sink hole in field. It was filled in with cold patch.
8/1/11	Irv contacted left voicemail to call him back, but I was out of office all week. Voicemail message indicated so.
8/8/11	Returned Irv's call. Irv indicated that he was obtaining pricing from contractors to put final surface on roads.
8/12/11	Contacted Irv to let him know that City was going to be discussing pulling Artesian Springs LOC to complete improvements at 9-12-11 P&D Council Committee mtg.
8/26/11	Faxed Executive Summary to Mr. Brummel and notified him presentation date has been changed to Gov. Ops 9-19-11 Committee Agenda due to scheduling conflict.
9/7/11	Called and left Mr. Brummel message to confirm receipt of fax identifying change in date for presentation to 9-19-11 and indicated in voicemail that if we received LOC increase previously requested before meeting we could pull this item off agenda and would extend deadline to next year.

RESOLUTION NO. 2002-51

REFER TO:	
MINUTES	<u>11/18/02</u>
PAGE	_____

RESOLUTION AUTHORIZING NOTICE OF DEFAULT AND OF INTENTION TO DECLARE FORFEITURE OF COLLATERAL ARTESIAN SPRINGS DEVELOPMENT

WHEREAS, the City of St. Charles approved the final plat entitled "Artesian Springs", and had the same recorded in the recorder of Deeds Office, Kane County, Illinois, on October 25, 2001, as Document No. 2001K111969; and

WHEREAS, The "Developer's Undertaking" requires land improvements to be completed by July 1, 2001; and

WHEREAS, The City staff has made numerous contacts with the developer and/or their engineer regarding deficiencies; and

WHEREAS, the owner or developer of "Artesian Springs" has failed to satisfactorily complete the work of the installation and construction of the required land improvements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois that a "Notice of Default and of Intention to Declare Forfeiture of Collateral" attached hereto as Exhibit A be executed by Mayor and City Clerk.

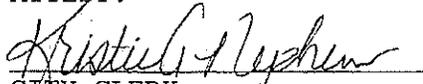
PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of November, 2002.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of November, 2002.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 18th day of November, 2002.


MAYOR

ATTEST:


CITY CLERK

COUNCIL VOTE:

Ayes: 9
Nays: 0
Absent: 1

EXHIBIT A

NOTICE OF DEFAULT AND OF INTENTION TO DECLARE FORFEITURE OF COLLATERAL

TO: First American Bank
1650 Louis Avenue
Elk Grove Village, IL 60007-2350

TO: Robert Krumpholz, Dwight Smartwood and Irvin Brummel
c/o Brummel Construction
215 Peyton Street
Geneva, IL 60134

YOU ARE HEREBY NOTIFIED as follows:

1. That a certain Plat of Resubdivision entitled, "Artesian Springs Subdivision" was Recorded in the recorder of Deeds Office, Kane County, Illinois, on October 25, 2001, as Document No. 2001K111969.
2. That Irrevocable letter of credit number SBY/00/30053 attached hereto and made part hereof as EXHIBIT 1, will expire within sixty (60) days and has not been amended to extend the expiration date for one year.
3. That Irrevocable Letter of Credit No. SBY/00/30053 dated December 12, 2000, provides for demands upon presentation of the afore noted statement.
4. That Irrevocable Letter of Credit No. SBY/00/30053 defines the lending institutions' obligation as follows:
"Such Land Improvements shall be constructed by Brummel Construction (the "Developer") or Robert Krumpholz, Dwight Smartwood, and Irvin Brummel (the "Owner"), our customers, in accordance with plans, specifications and cost estimates prepared by J.R. Gotz, Professional Engineer, dated September 1, 2000."
5. That it is after July 1, 2001, the completion date set forth in the undertaking between the Owners, Developers, and the City of St. Charles, and the required improvements are not complete.
6. That the City has contacted the developer and/or their engineer on numerous occasions seeking to resolve these concerns. These contacts have included informal phone calls, faxes, and meetings with the City Engineer, Greg Chismark; said meetings and formal written contacts as noted, attached hereto and made a part hereof,

~~as EXHIBIT 2:~~

- Field meeting dated 11-11-02
- Letter dated 10-23-02 to Irv Brummel

- Meeting at City Hall, date: 10-10-02
- Meeting at City Hall, date 9-27-02
- Meeting at City Hall, date: 9-12-02
- FAX dated 2-14-02 to Irv Brummel
- FAXed punchlist to Irv Brummel dated 1-15-02

7. That the Engineer's Estimate of Cost dated 09-1-2001 is attached hereto and made a part hereof as EXHIBIT 3.
8. That in the event that on or before December 2, 2002, the required Land Improvements defined in Irrevocable Letter of Credit No. SBY/00/30053, and secured by same instrument, are not installed and found to be satisfactory by the City, the Director of Public Works is hereby authorized to notify the Developers lending institution, First American Bank, of the default and of the City's election that the collateral held by the afore noted sureties be forfeited in total, and that the City shall take appropriate legal action as it deems necessary to preserve the City's rights.

NOW, THEREFORE, That in the event that on or before December 2, 2002, the required Land Improvements defined in the Developer's Undertaking and secured by the Subdivision Improvements Performance Bond are not installed and found to be satisfactory by the City, the Director of Public Works is hereby authorized to notify the First American Bank of the default and of the City's election that the collateral held by the afore noted lending institution be forfeited in total, and that the City shall take appropriate legal action as it deems necessary to preserve the City's rights.

YOU ARE FURTHER NOTIFIED that the CITY OF ST. CHARLES shall from this date forward require strict compliance with the terms of the Letter of Credit and Ordinances of the City of St. Charles and shall not tolerate any delinquency or tardiness in completion of required land improvements.

DATED this 18th day of November, 2002.

CITY OF ST. CHARLES, a
Municipal Corporation

By: _____
MAYOR

ATTEST:

CITY CLERK

DWS

EXHIBIT 1

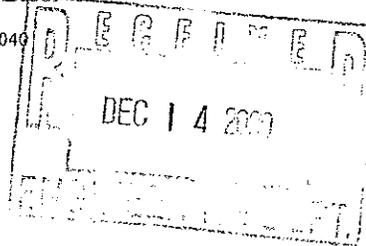
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INTERNATIONAL BANKING DIVISION

Standby Letter of Credit

1650 Louis Avenue, Elk Grove Village, IL 60007-2350
S.W.I.F.T.: FAMBUS44 Telex: 49689380 FABILL
Email: pmarshall@firstbank.com
Phone 847-427-5000 Ext. 158 Fax 847-290-8040



December 12, 2000

IRREVOCABLE LETTER OF CREDIT NO. SBY/00/30053

BENEFICIARY:

City of St. Charles
2 East Main Street
St. Charles, IL 60174

EXPIRATION:

January 1, 2002
Issuing Bank's Counters

AMOUNT: USD656,221.51

Dear Sir/Madam:

At the request of Robert Krumpolz, Dwight Swartwood and Irvin Brummel, c/o Brummel Construction 215 Peyton Street Geneva, IL 60134, we hereby establish our Irrevocable Letter of Credit in your favor up to an aggregate amount of Six Hundred Fifty-Six Thousand Two Hundred and Twenty-One and 51/100 US DOLLARS (USD 656,221.51) to expire at Issuing Bank's Counters on January 1, 2002. This credit is available with FIRST AMERICAN BANK, ELK GROVE VILLAGE, IL by payment against presentation of your draft(s) at Sight drawn on First American Bank accompanied by this original Standby Letter of Credit and the following documents:

RE: ARTESIAN SPRINGS
(name of subdivision plat)

We have been advised that this Irrevocable Letter of Credit is being issued for the purpose of securing and paying for the installation of the following Land Improvements as defined in the St. Charles Municipal Code for the aforesaid project:

Division "A" - Sanitary Sewer Systems and Appurtenances (engineer's estimate = \$66,849.50)	
Division "B" - Water Systems and Appurtenances (engineer's estimate = \$74,378.00)	
Division "C" - Storms Sewer Systems and Appurtenances (engineer's estimate = \$106,978.00)	
Division "D" - Streets (Pavement and Curbs) (engineer's estimate = \$177,081.90)	
Division "E" - Retention and Detention Basins (engineer's estimate = \$108,840.00)	
Division "F" - Miscellaneous Improvements (engineer's estimate = \$36,500.00)	
Total Engineer's cost estimate =	\$570,627.40
115% of Total Engineer's Cost Estimate Required =	\$656,221.51

~~The above divisions shall not preclude the City of St. Charles from drawing on funds allocated for work of one division from another division regardless of whether the work is completed for the division from which the funds are drawn.~~

Such Land Improvements shall be constructed by Brummel Construction (the "Developer") or Robert Krumpholz, Dwight Swartwood and Irvin Brummel (the "Owner"), our customers, in accordance with plans, specifications and cost estimates prepared by J.R. Gotz, Professional Engineer, dated September 1, 2000.

We hereby agree that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimates for said Land Improvements regardless of whether we have been given notice of such amendments or modifications, provided such amendments do not alter the terms of this letter of credit.

This Irrevocable Letter of Credit shall expire at the offices of First American Bank, located at 1650 Louis Avenue, Elk Grove Village, IL 60007-2350 Attention International Division, as of our close of business on January 1, 2002 provided, however, that we notify the City Clerk, at the above address by courier, certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Irrevocable Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit, or the obligations contained herein, expire except upon said prior written notice to the City of St. Charles, it being expressly agreed by First American Bank that the above expiration date shall be extended as required to comply with this notice provision.

It is agreed that failure of our customer to complete the aforesaid Land Improvement at least 6 months prior to said expiration date shall be considered a default by a customer and us. It is agreed that failure of First American Bank to submit an amendment to this Irrevocable Letter of Credit extending the expiration date in the caption and the body hereof by at least one year as provided herein at least sixty (60) days prior to said expiration date shall also be considered a default by our customer and us.

Demands on this Irrevocable Letter of Credit shall be made by presenting First American Bank with a letter from the Mayor of the City demanding payment, accompanied by the certificate of the Director of Public Works for the City, or his designee, or by a copy of a resolution of the City Council of the City, duly completed, stating that:

1. Irrevocable letter of credit number SBY/00/30053 will expire within sixty (60) days and has not been amended to extend the expiration date for one year or
2. The aforesaid Land Improvements have not been completed by the Developer at least sixty (60) days prior to the aforesaid expiration date or
3. The aforesaid Land Improvements have not been completed by July 1, 2001, the completion date set forth in the undertaking between the Owners, Developers and the City of St. Charles.

First American Bank agrees that this Irrevocable Letter of Credit shall not be reduced or discharged, prior to the expiration date, except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 10% of the initial face amount of any particular Division of this Irrevocable Letter of Credit until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

In respect to the written certification above, First American Bank and any negotiating bank or bankers are authorized to accept the certification as binding and correct without investigation or responsibility for accuracy, veracity, correctness or validity of the same or any part thereof.

We hereby engage with you that all demands for payment made in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Irrevocable Letter of Credit.

Partial and Multiple drawings are allowed.

This Irrevocable Letter of Credit is not transferable without the express written consent of First American Bank which consent shall not be unreasonably withheld.

This Irrevocable Letter of Credit sets forth in full terms our undertaking and such an undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement except as referred to herein or in which this Irrevocable Letter of Credit relates, and any such reference shall be deemed to be incorporated herein by reference to any document, instrument or agreement, all as previously stated.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that same is binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This Irrevocable Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publicaiton No. 500.

* * * * *

Sincerely,

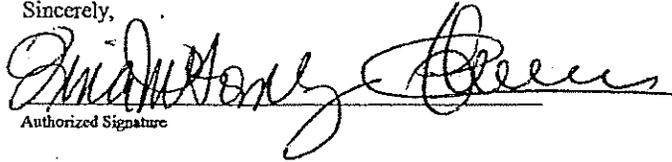

Authorized Signature



EXHIBIT 3

Artesian Springs
 Engineer's Estimate of Cost
 Project No. 559-504
 September 1, 2000

Item No.	Description	Quantity	Unit	Unit Price	Total
Division "A" - Sanitary Sewer					
A-1	Select Granular Backfill	118	CU YD	\$19.00	\$2,242.00
A-2	Sanitary Sewer, PVC SDR 26, 8"	2137	FOOT	\$17.50	\$37,397.50
A-3	Manholes, Type A, 4' Diameter	16	EACH	\$1,000.00	\$16,000.00
A-4	Additional Depth of Manhole, Greater Than 8'	17	VERT FT	\$200.00	\$3,400.00
A-5	Service Sewer, PVC SDR 26, 6"	374	FOOT	\$15.00	\$5,610.00
A-6	Service Wye, PVC, 8" X 6"	22	EACH	\$100.00	\$2,200.00
Total Division "A" - Sanitary Sewer					\$66,849.50
Division "B" - Water Main					
B-1	Select Granular Backfill	96	CU YD	\$19.00	\$1,824.00
B-2	Water Main, D.I.P. Class 52, 8" with Polywrap	2012	FOOT	\$17.00	\$34,204.00
B-3	Water Main, D.I.P. Class 55, 8" with Polywrap	334	FOOT	\$20.00	\$6,680.00
B-4	Ductile Iron Fittings	1435	POUND	\$1.00	\$1,435.00
B-5	Pressure Connection	1	EACH	\$2,500.00	\$2,500.00
B-6	Gate Valve, 8" and Valve Vault, 4" Diameter	5	EACH	\$1,375.00	\$6,875.00
B-7	Gate Valve, 6" and Valve Box	6	EACH	\$600.00	\$3,600.00
B-8	Fire Hydrant	6	EACH	\$1,000.00	\$6,000.00
B-9	Copper Service Lines, 1"	640	FOOT	\$9.00	\$5,760.00
B-10	Water Service Connections	22	EACH	\$250.00	\$5,500.00
Total Division "B" - Water Main					\$74,378.00
Division "C" - Storm Sewer					
C-1	Trench Backfill	114	CU YD	\$19.00	\$2,166.00
C-2	Storm Sewer, RCCP Class IV, 12"	222	FOOT	\$14.50	\$3,219.00
C-3	Storm Sewer, RCCP Class IV, 15"	52	FOOT	\$16.00	\$832.00
C-4	Storm Sewer, RCCP Class IV, 18"	16	FOOT	\$20.00	\$320.00
C-5	Storm Sewer, RCCP Class IV, 21"	22	FOOT	\$24.00	\$528.00
C-6	Storm Sewer, RCCP Class IV, 24"	62	FOOT	\$25.50	\$1,581.00
C-7	Storm Sewer, RCCP Class IV, O-Ring Gaskets 12"	401	FOOT	\$15.00	\$6,015.00
C-8	Storm Sewer, RCCP Class IV, O-Ring Gaskets 15"	367	FOOT	\$16.00	\$5,872.00
C-9	Storm Sewer, RCCP Class IV, O-Ring Gaskets 21"	160	FOOT	\$24.50	\$3,920.00
C-10	Storm Sewer, RCCP Class IV, O-Ring Gaskets 24"	199	FOOT	\$26.00	\$5,174.00
C-11	Storm Sewer, RCCP Class III, 30"	144	FOOT	\$30.00	\$4,320.00
C-12	Storm Sewer, RCCP Class II, 42"	118	FOOT	\$45.00	\$5,310.00
C-13	Storm Sewer, RCCP Class III, 12"	73	FOOT	\$14.00	\$1,022.00
C-14	Catch Basins, Type A, 4', Type 1 Frame, Open Lid	2	EACH	\$950.00	\$1,900.00
C-15	Catch Basins, Type A, 4', Type 11 Frame and Grate	2	EACH	\$975.00	\$1,950.00
C-16	Catch Basins, Type C, Type 1 Frame, Open Lid	1	EACH	\$600.00	\$600.00
C-17	Catch Basins, Type C, Type 11 Frame and Grate	2	EACH	\$650.00	\$1,300.00
C-18	Catch Basins, Type B, Mod. (Special Structure No. 1)	1	EACH	\$1,800.00	\$1,800.00
C-19	Inlets, Type A, Type 1 Frame, Open Lid	1	EACH	\$600.00	\$600.00
C-20	Inlets, Type A, Type 11 Frame and Grate	8	EACH	\$600.00	\$4,800.00
C-21	Inlets, Special, Type 11 Frame and Grate	2	EACH	\$2,950.00	\$5,900.00
C-22	Inlets, Special, Neenah R-4999KX Frame, Type A Grate	1	EACH	\$2,000.00	\$2,000.00
C-23	Manholes, Type A, 4', Type 1 Frame, Closed Lid	4	EACH	\$975.00	\$3,900.00

**Artesian Springs
Engineer's Estimate of Cost
Project No. 559-504
September 1, 2000**

Item No.	Description	Quantity	Unit	Unit Price	Total
C-24	Manholes, Type A, 5', Type 1 Frame, Closed Lid	1	EACH	\$1,200.00	\$1,200.00
C-25	Manholes, Type A, 6', Type 1 Frame, Closed Lid	1	EACH	\$1,600.00	\$1,600.00
C-26	Manholes, Type A, Modified (Special Structure No. 2)	1	EACH	\$1,200.00	\$1,200.00
C-27	Manholes, Type A, 4', Type 1 Frame, Open Lid	1	EACH	\$950.00	\$950.00
C-28	Manholes, Special, 6' with Weir Wall and Shear Gate Restrictor	2	EACH	\$3,500.00	\$7,000.00
C-29	Precast Reinforced Concrete Flared End Section, 12" with Grate	3	EACH	\$556.00	\$1,668.00
C-30	Precast Reinforced Concrete Flared End Section, 15" with Grate	1	EACH	\$600.00	\$600.00
C-31	Precast Reinforced Concrete Flared End Section, 21" with Grate	1	EACH	\$700.00	\$700.00
C-32	Precast Reinforced Concrete Flared End Section, 24" with Grate	2	EACH	\$810.00	\$1,620.00
C-33	Precast Reinforced Concrete Flared End Section, 30" with Grate	1	EACH	\$975.00	\$975.00
C-34	Precast Reinforced Concrete Flared End Section, 42" with Grate	2	EACH	\$1,500.00	\$3,000.00
C-35	Reinforced Concrete Pipe Tee 42" with 24" Riser	2	EACH	\$1,200.00	\$2,400.00
C-36	Pipe Drains, PVC SDR 26, 6"	604	FOOT	\$10.00	\$6,040.00
C-37	Pipe Underdrains, Perforated PVC, 4"	300	FOOT	\$10.00	\$3,000.00
C-38	Pipe Underdrains, Perforated PVC, 6"	283	FOOT	\$12.00	\$3,396.00
C-39	Pipe Drain Junction Boxes	11	EACH	\$600.00	\$6,600.00
Total Division "C" - Storm Sewer					\$106,978.00
Division "D" - Streets					
D-1	Earth Excavation	1350	CU YD	\$3.00	\$4,050.00
D-2	Removal and Disposal of Unsuitable Material	200	CU YD	\$10.00	\$2,000.00
D-3	Embankment	2910	CU YD	\$6.00	\$17,460.00
D-4	Porous Granular Embankment, Subgrade	200	CU YD	\$20.00	\$4,000.00
D-5	Fabric for Ground Stabilization	600	SQ YD	\$2.00	\$1,200.00
D-6	Aggregate Base Course, Type B, 12"	3985	SQ YD	\$9.00	\$35,865.00
D-7	Bituminous Materials (Prime Coat)	2391	GALLON	\$1.90	\$4,542.90
D-8	Bituminous Concrete Binder Course, Class I 2"	458	TON	\$48.00	\$21,984.00
D-9	Bituminous Concrete Surface Course, Class I 1-1/2"	344	TON	\$50.00	\$17,200.00
D-10	Portland Cement Concrete Sidewalk	7332	SQ FT	\$3.00	\$21,996.00
D-11	Combination Concrete Curb and Gutter, Type B-6.12	2724	FOOT	\$12.00	\$32,688.00
D-12	Furnishing and Placing Topsoil, 4"	4612	SQ YD	\$1.00	\$4,612.00
D-13	Seeding, Class 1	4612	SQ YD	\$1.00	\$4,612.00
D-14	Fertilizer	260	POUND	\$1.00	\$260.00
D-15	Mulch Method 1	4612	SQ YD	\$1.00	\$4,612.00
Total Division "D" - Streets					\$177,081.90
Division "E" - Earthwork and Erosion Control					
E-1	Clearing and Tree Removal	1	LUMP SUM	\$1,000.00	\$1,000.00
E-1	Topsoil Stripping and Stockpiling	10100	CU YD	\$2.00	\$20,200.00
E-3	Earth Excavation	7870	CU YD	\$3.00	\$23,610.00
E-4	Earth Excavation (Swales)	620	CU YD	\$4.00	\$2,480.00

Artesian Springs
 Engineer's Estimate of Cost
 Project No. 559-504
 September 1, 2000

Item No.	Description	Quantity	Unit	Unit Price	Total
E-5	Embankment	2600	CU YD	\$6.00	\$15,600.00
E-6	Furnishing and Placing Topsoil, 4"	13190	SQ YD	\$1.00	\$13,190.00
E-7	Seeding, Class 1	13190	SQ YD	\$1.00	\$13,190.00
E-8	Fertilizer	740	POUND	\$1.00	\$740.00
E-9	Mulch Method 1	13190	SQ YD	\$1.00	\$13,190.00
E-10	Straw Bales for Erosion Control	170	EACH	\$10.00	\$1,700.00
E-11	Perimeter Erosion Barrier (Silt Fence)	980	FOOT	\$3.00	\$2,940.00
E-12	Temporary Construction Entrance	1	LUMP SUM	\$1,000.00	\$1,000.00
Total Division "E" - Earthwork and Erosion Control					\$108,840.00
Division "F" - Miscellaneous					
F-1	Street Trees	70	EACH	\$300.00	\$21,000.00
F-2	Street Signs	2	EACH	\$250.00	\$500.00
F-3	Street Lights	5	EACH	\$3,000.00	\$15,000.00
Total Division "F" - Miscellaneous					\$36,500.00
TOTAL ALL DIVISIONS					
Division "A" - Sanitary Sewer *****					\$66,849.50
Division "B" - Water Main *****					\$74,378.00
Division "C" - Storm Sewer *****					\$106,978.00
Division "D" - Streets *****					\$177,081.90
Division "E" - Earthwork *****					\$108,840.00
Division "F" - Miscellaneous *****					\$36,500.00
TOTAL COST FOR ALL DIVISIONS *****					\$570,627.40

The undersigned, Jon R. Gotz, registered Professional Engineer, does hereby certify that the foregoing is a fair and reasonable estimate of cost of land improvements based on the engineering plan prepared under my direct supervision. In witness whereof, I have hereto set my hand and seal this 1 st day of September, 2000.

Jon R. Gotz

Illinois Registered Professional Engineer No. 062-844041 (Expires 11/30/2001)

