



United City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, January 26, 2016 7:00 p.m.

City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Carlo Colosimo
Ken Koch

WARD II

Jackie Milschewski
Larry Kot

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Diane Teeling
Seaver Tarulis

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2015-79 Wrigley Site Expansion – EDP (Intersection Improvements) – MFT Resolution – *authorize City Clerk to execute*
2. PW 2016-01 Water Department Reports for September – December 2015
3. PW 2016-03 Ordinance Authorizing and Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) Its Successors and Assigns, to Construct, Operate and Maintain a Natural Gas Distributing System in and Through the City of Yorkville, Illinois – *authorize Mayor and City Clerk to execute*
4. PW 2016-05 Mill Street LAFO
 - a. Resolution Authorizing the City to Share in the Construction Costs for the Roadway Improvement of the Mill Street LAFO Project – *authorize Mayor and City Clerk to execute*
 - b. Local Public Agency Agreement between the City and the State – *authorize Mayor and City Clerk to execute*
 - c. Construction Engineering Services Agreement for Federal Participation between the City and Engineering Enterprises, Inc. – *authorize Mayor and City Clerk to execute*
5. ADM 2016-02 Monthly Treasurer's Report for November and December 2015
6. ADM 2016-08 Ordinance Providing for Issuance of United City of Yorkville, Kendall County, Illinois Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 – *authorize Mayor and City Clerk to execute*

Minutes for Approval:

Bills for Payment (Informational): \$1,548,222.55

Mayor's Report:

1. CC 2016-06 Comprehensive Plan Steering Committee Appointment

Public Works Committee Report:

1. PW 2016-06 Ordinance Proposing the Establishment of Special Service Area Number 2016-1 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (Caledonia)

Economic Development Committee Report:

1. EDC 2015-43 Ordinance Establishing a New Single-Family Attached Dwelling Construction Incentive Program (B.U.I.L.D. T.O.O. Program)

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2016-07 Ordinance Amending the Liquor Regulations to Continue to Allow Possession and Consumption of Alcoholic Beverages at the Steven G. Bridge Park During Adult Softball League Games

Plan Commission:

1. PC 2015-16 and ZBA 2015-06 GC Housing Development – Senior Independent Living Facility (Rezoning and Variance) – Northeast Corner of Walnut and Freeman
2. PC 2015-17 9923 Walker Road in Kendall Township – Special Use – 1.5 Mile Review

Zoning Board of Appeals:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 17, 2016 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Frieders	Administration	
Committee:	Alderman Teeling		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: February 2, 2016 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Koch	Community Development	Plan Commission
Vice-Chairman:	Alderman Teeling	Building Safety and Zoning	Yorkville Econ. Dev. Corp.
Committee:	Alderman Colosimo		Kendall Co. Plan Commission
Committee:	Alderman Funkhouser		

PUBLIC SAFETY: April 7, 2016 – 6:30 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Kot	Police	School District
Vice-Chairman:	Alderman Frieders		
Committee:	Alderman Colosimo		
Committee:	Alderman Tarulis		

PUBLIC WORKS: February 16, 2016 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Funkhouser	Public Works	Park Board
Vice-Chairman:	Alderman Milschewski	Engineering	YBSD
Committee:	Alderman Kot	Parks and Recreation	
Committee:	Alderman Koch		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, January 26, 2016
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. PW 2015-79 Wrigley Site Expansion – EDP (Intersection Improvements) – MFT Resolution

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

☐ Removed _____

☐ Notes _____

2. PW 2016-01 Water Department Reports for September – December 2015

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

☐ Removed _____

☐ Notes _____

3. PW 2016-03 Ordinance Authorizing and Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) Its Successors and Assigns, to Construct, Operate and Maintain a Natural Gas Distributing System in and Through the City of Yorkville, Illinois

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

☐ Removed _____

☐ Notes _____

4. PW 2016-05 Mill Street LAFO

a. Resolution Authorizing the City to Share in the Construction Costs for the Roadway Improvement of the Mill Street LAFO Project

b. Local Public Agency Agreement between the City and the State

c. Construction Engineering Services Agreement for Federal Participation between the City and Engineering Enterprises, Inc.

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

☐ Removed _____

☐ Notes _____

5. ADM 2016-02 Monthly Treasurer's Report for November and December 2015

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

☐ Removed _____

☐ Notes _____

6. ADM 2016-08 Ordinance Providing for Issuance of United City of Yorkville, Kendall County, Illinois
Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016

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

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

☐ Notes _____

MAYOR'S REPORT:

1. CC 2016-06 Comprehensive Plan Steering Committee Appointment

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

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2016-06 Ordinance Proposing the Establishment of Special Service Area Number 2016-1 in the United City of Yorkville, Kendall County, Illinois and Providing for Other Procedures in Connection Therewith (Caledonia)

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

☐ Removed _____

☐ Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2015-43 Ordinance Establishing a New Single-Family Attached Dwelling Construction Incentive Program (B.U.I.L.D. T.O.O. Program)

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

☐ Removed _____

☐ Notes _____

PARK BOARD REPORT:

1. CC 2016-07 Ordinance Amending Liquor Regulations regarding Bridge Park

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

☐ Removed _____

☐ Notes _____

PLAN COMMISSION REPORT:

1. PC 2015-16 and ZBA 2015-06 GC Housing Development – Senior Independent Living Facility (Rezoning and Variance) – Northeast Corner of Walnut and Freeman

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

☐ Removed _____

☐ Notes _____

-
2. PC 2015-17 9923 Walker Road in Kendall Township – Special Use – 1.5 Mile Review

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

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>

Agenda Item Number

CA #1

Tracking Number

PW 2015-79

Agenda Item Summary Memo

Title: Wrigley EDP (Intersection Improvements)

Meeting and Date: City Council – January 26, 2016

Synopsis: MFT Resolution Consideration

Council Action Previously Taken:

Date of Action: CC – 01/12/16 Action Taken: Tabled to 1/26/16 CC consent agenda

Item Number: PW 2015-79

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk
Date: December 3, 2015
Subject: Wrigley Site Expansion – EDP (Intersection Improvements)

As you know, the City and Wrigley were awarded EDP funds for the intersection improvements. The agreement (See attached) states that the project is to be processed in accordance with MFT guidelines.

Accordingly, IDOT requires the passing of a resolution to appropriate the funds. Please see the attached Appropriation Resolution in the amount of \$707,138 for review and consideration.

We are currently targeting a late winter/early spring letting with construction taking place in the 2016 construction season.

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



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
United City of Yorkville Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
IL RT 47	FAP 326	At Manufacturing Access	
		Drives (Wrigley)	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Preliminary/Construction Engineering Services
and Construction for the inclusion of a signalized intersection at the existing stop controlled manufacturing
access drives. Infrastructure improvements include roadway milling, paving and striping improvement,
and traffic signals. Costs to be reimbursed through the Economic Development Program (Job No. P-93-023-14
and C-93-124-14). and shall be constructed N/A wide
and be designated as Section 14-00046-00-TL


2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Seven Hundred Seven Thousand, One
Hundred Thirty Eight Dollars and 0/100 Dollars (\$707,138.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

<p>Approved</p> <p>Date</p> <p>Department of Transportation</p> <p>Regional Engineer</p>	<p>I, <u>City</u> Clerk in and for the <u>United City</u> of <u>Yorkville</u> <small>City, Town or Village</small> County of <u>Kendall</u>, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the <u>Council</u> <small>Council or President and Board of Trustees</small> at a meeting on <u>January 12, 2016</u> <small>Date</small> IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this <u>12th</u> day of <u>January, 2016</u> <p>(SEAL)</p> <p>City, Town, or Village Clerk</p> </p>
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Local Agency	 Illinois Department of Transportation Economic Development Program Agreement	Job Number - Construction
City of Yorkville		C-93-124-14
Section		Job Number - Engineering
14-00046-00-TL		P-93-023-14

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name IL RT 47 intersection with Manufacturing Access Drives Route FAP 326 Length 0.01 miles
Termini Intersection of RT 47 and Manufacturing Access Drives

Current Jurisdiction City of Yorkville

Project Description

Project consists of roadway milling, paving and striping improvements for the inclusion of a signalized intersection at the existing stop controlled manufacturing access drives.

Division of Cost

Type of Work	EDP (1) (%)	LA (2) (%)	Total
Participating Construction	602,986 (100)	(Bal)	602,986
Non-Participating Construction	()	()	0
Preliminary Engineering	52,076 (100)	(Bal)	52,076
Construction Engineering	52,076 (100)	(Bal)	52,076
	()	()	0
	()	()	0
	()	()	0
TOTAL	\$707,138	\$ 0	\$707,138

Note

- 1/ The STATE will reimburse the LA for eligible construction and engineering costs of the project subject to a maximum of \$707,138.
- 2/ Any remaining balance shall be the responsibility of the LA in the event the Economic Development funds are not sufficient to cover the project costs.

The STATE will pay the LA, 95% of its share of the construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice.

The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA.

The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
7. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by June 30, 2017.
8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. The LA has entered into an economic development agreement with Wrigley Manufacturing Company herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C".
12. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment (Exhibit "B") required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency City of Yorkville	Section 14-00046-00-TL
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

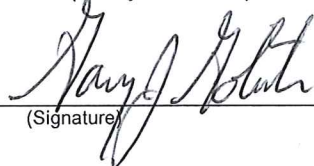
Local Agency

GARY J. GOLINSKI

Name of Official (Print or Type Name)

MAYOR

Title (County Board Chairperson/Mayor/Village President/etc.)



(Signature)

8-01-14

Date

The above signature certifies the agency's TIN number is
36-6006169 conducting business as a Governmental
Entity.

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

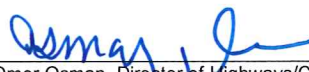
State of Illinois, Department of Transportation



Erica J. Borggren, Acting Secretary of Transportation

12/4/14

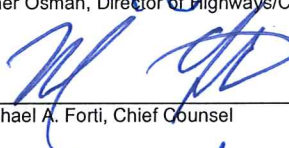
Date



Omer Osman, Director of Highways/Chief Engineer

12/01/14

Date



Michael A. Forti, Chief Counsel

1/25/15

Date



Tony Small, Director of Finance and Administration

12/11/14

Date

Local Agency	Section
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WRIGLEY

September 3, 2014

Ms. Denise Todd
Illinois Department of Transportation
Office of Planning & Programming
2300 S. Dirksen Parkway, Rm. 307
Springfield, Illinois 62764

Dear Ms. Todd:

The following information has been requested in order to complete the Wm. Wrigley, Jr. Company's (Wrigley) application for the Illinois Department of Transportation's (IDOT) Economic Development Program.

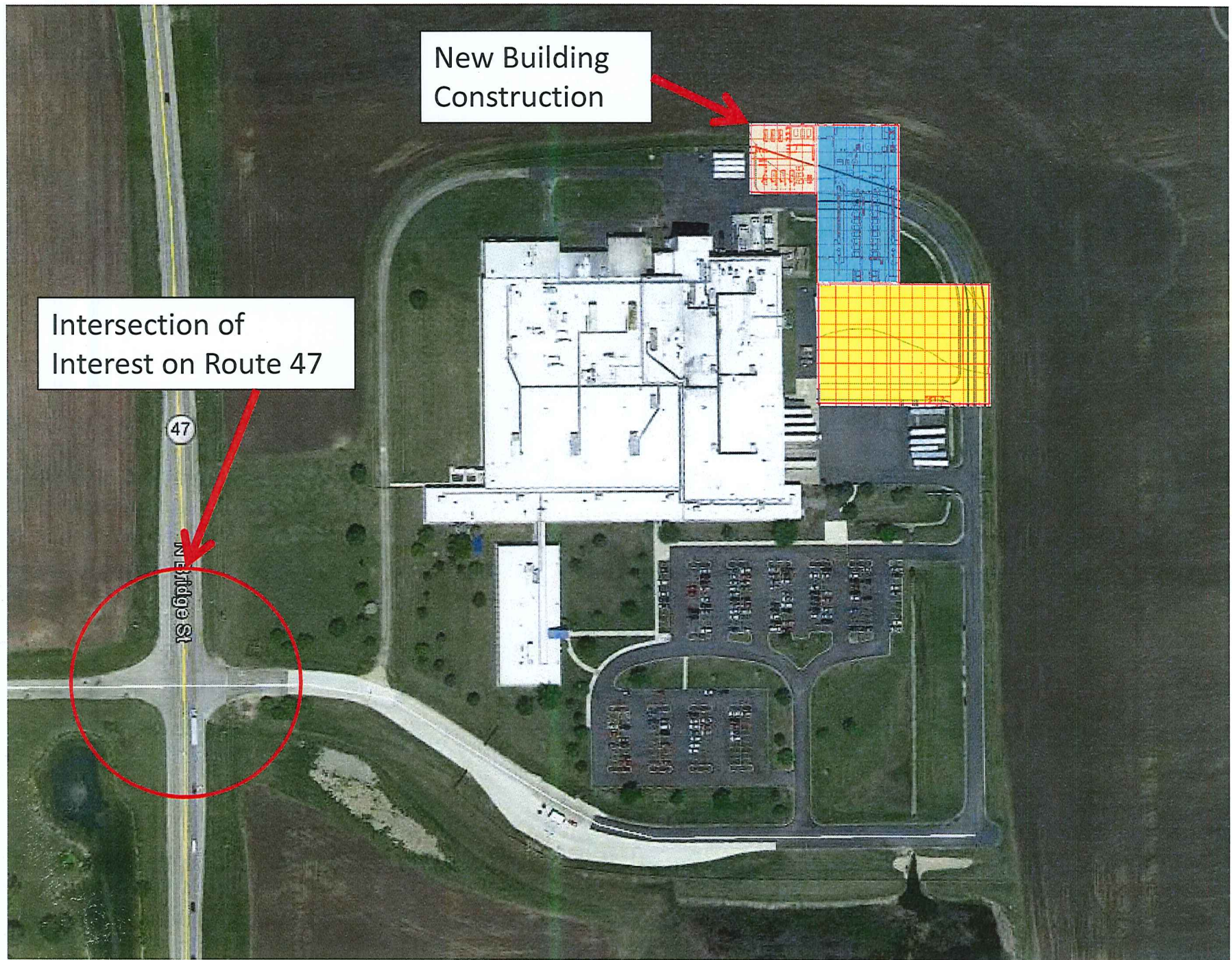
A general description of the scope of the project: **Wrigley is considering a substantial investment at its Yorkville, Illinois site to meet increased consumer demand for Skittles products. The address of the site is 2800 North Route 47, Yorkville, IL 60560. This \$50 million investment would include the expansion of the existing site, construction of a new manufacturing line, updating of site equipment and hiring approximately 75 new associates. Skittles® are currently produced at the Waco, Texas facility – not at the Yorkville site.**

This expansion would include necessary road construction and enhancements at the route 47 intersection of the existing site entrance so as to provide safe and efficient traffic flow into and out of the Wrigley Yorkville factory. Enhancements would include a traffic signal and required road improvements.

For a simple map showing where the company is located in relation to the necessary roadway improvements: **Please see the attachment titled *Part 2 - Scope of the Project; Location Map*.**

All the best,

Ryan Willits
North America Supply Chain
Director of Engineering &
Continuous Improvement
Wm. Wrigley, Jr. Company



New Building
Construction

Intersection of
Interest on Route 47

47

Heritage St

**Illinois Department
of Transportation****Economic Development Program
Employment Reporting - Initial Application**Date of Application 3/31/2014Application Tracking Number
(Assigned by IDOT)**COMPANY INFORMATION**

Name of Company Wm. Wrigley, Jr. Company

Chief Officer or Authorized Designee Kevin Fitzpatrick

Title Vice President, Supply Chain North America

Address 1132 W. Blackhawk Drive
Chicago, IL 60642

Phone Number 312-212-7788

E-mail Address Kevin.Fitzpatrick@wrigley.com
(required)

Standard Industrial Classification Number
(SIC #) _____

North American Industry Classification
System (NAICS) 311340

Project Site 2800 North Route 47, Yorkville, IL 60560
(City and Zip Code where employees,
new or retained, are to be located.)

SPONSOR INFORMATION

Sponsor (Unit of Government) City of Yorkville

Contact Person Bart Olson

Title City Administrator

Address United City of Yorkville
800 Game Farm Road
Yorkville, IL, 60560

Phone Number 630-553-4350

Number of Employees at the Time of Application

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
Officials and Managers	\$137,360	10	10		
Professionals	\$90,633	24	24		
Technicians	\$71,891	8	8		
Office and Clerical	\$56,770	17	17		
Craftworkers	\$65,380	40	40		
Equip Operative – Semi Skilled	\$48,577	163	163		
Operatives – Skilled	\$56,697	12	12		
Laborers	\$44,872	44	24		20
Service Workers	\$45,032	2	2		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		320	300	0	20

Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
Officials and Managers	\$137,360	1	1		
Professionals	\$90,633	4	4		
Operatives - Skilled	\$56,697	53	53		
Craftworkers	\$65,380	14	14		
Office and Clerical	\$56,770	3	3		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		75	75	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Number of Employees Agreed to be Retained as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
N/A	\$0	0	0	0	0
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Will the recipient's use of the Economic Development Program funding reduce employment at any site in Illinois?

☐ Yes
(if yes, explain below)

☒ No

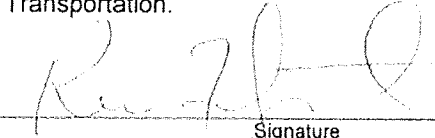
Amount of Economic Development Program
Funds committed to this project from IDOT

\$ _____

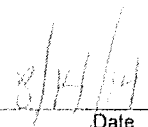
Starting Date of Assistance
(Execution date of Local Intergovernmental Agreement)

TBD _____


I, Kevin Fitzpatrick, As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.



Signature



Date



Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Director of Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Bureau of Statewide Program Planning
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764
Attn: Economic Development Program
Phone (217) 782-0378

Exhibit C

Local Agency/Company Agreement

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

ORDINANCE NO. 2014-36

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
by and between
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
and
WM. WRIGLEY, JR. COMPANY

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 12th day of August, 2014

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on October 23, 2014.

Ordinance No. 2014- 36

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
by and between
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
and
WM. WRIGLEY, JR. COMPANY

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

WHEREAS, Wm. Wrigley, Jr. Company (“Wrigley”) is in the business of manufacturing gum, mints, hard and chewy candies and lollipops with production facilities in forty (40) countries, including one in the City; and,

WHEREAS, Wrigley has approached the City to propose that it expand its facility located at 2800 North Route 47 in the City (the “Yorkville Facility”) on the condition that it receives certain incentives deemed necessary to make the cost of operation of the Yorkville Facility competitive with Wrigley’s other facilities; and,

WHEREAS, Wrigley has operated its Yorkville Facility since 1995 and is one of the largest employers in the City, currently employs 300 employees, and has been a significant asset to the City; and,

WHEREAS, Wrigley had advised the City that as a result of the expansion of its Yorkville Facility no less than seventy-five (75) full-time jobs shall be added thereby expecting the total work force to number 375 employees; and,

WHEREAS, the Mayor and City Council of the City (the “Corporate Authorities”) have reviewed the business operation of Wrigley and the current number of employees at the Yorkville Facility and have concluded that the expansion of Wrigley’s operations would substantially increase job opportunities for the citizens of the City; provide for economic development thereby enhancing the tax base of the City and the other taxing districts; and, add to the wealth and prosperity of the City and its citizens; and,

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “Code”), as from time to time amended, and more specifically, Sec. 8-1-2.5 (the “Act”), the Corporate Authorities are empowered to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality”; and,

WHEREAS, the City is prepared to provide economic assistance to Wrigley as authorized by Section 8-1-2.5 of the Code through the reduction of certain permit fees, plan

review fees and also rebate certain utility taxes imposed by the City on the provision of electric services and the supply of natural gas, all as set forth in the Economic Incentive Agreement by and between the United City of Yorkville, Kendall County, Illinois and Wm. Wrigley, Jr. Company, attached hereto and made a part hereof.

WHEREAS, the City is authorized pursuant to Section 200/18-165 of the Illinois Property Tax Code (35 ILCS 200/1-1 *et seq.*) to abate real estate taxes in order to attract new businesses and/or to induce the expansion of existing commercial or industrial businesses; and,

WHEREAS, the City is prepared to undertake an abatement of real estate taxes as set forth in the Agreement for Wm. Wrigley, Jr. Company Abatement of Real Property Taxes, by and among the Wm. Wrigley, Jr. Company, a Delaware corporation and the Bristol-Kendall Fire Protection District, Yorkville Community Unit School District 115, Kendall County Forest Preserve District, Wabonsee Community College, Bristol Township, Bristol Road District, Yorkville Library, Kendall County and the City.

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

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. The Economic Incentive Agreement by and between the United City of Yorkville, Kendall County, Illinois and Wm. Wrigley, Jr. Company, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement.

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

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

12 day of AUGUST, A.D. 2014.

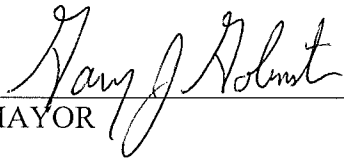


CITY CLERK

CARLO COLOSIMO	<u>Y</u>
JACKIE MILSCHEWSKI	<u>Y</u>
CHRIS FUNKHOUSER	<u>Y</u>
ROSE ANN SPEARS	<u>Y</u>

KEN KOCH	<u>—</u>
LARRY KOT	<u>Y</u>
JOEL FRIEDERS	<u>Y</u>
DIANE TEELING	<u>Y</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
18 day of AUGUST, 2014.


MAYOR

Attest:


CITY CLERK

**ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE AND WRIGLEY**

THIS ECONOMIC INCENTIVE AGREEMENT dated as of the 5th day of October, 2014, is by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the “City”) and Wm. Wrigley, Jr. Company, 1132 W. Blackhawk Drive, Chicago IL 60642-2404 a Delaware corporation (hereafter “Wrigley”).

W I T N E S S E T H:

WHEREAS, the City is a non-home-rule municipality pursuant to the Illinois Municipal Code and Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, Wrigley is in the business of manufacturing gum, mints, hard and chewy candies and lollipops with production facilities in forty (40) countries, including one in the City; and,

WHEREAS, Wrigley has approached the City to propose that it expand its facility located at 2800 North Route 47 in the City (the “Yorkville Facility”) on the condition that it receives certain incentives deemed necessary to make the cost of operation of the Yorkville Facility competitive with Wrigley’s other facilities; and,

WHEREAS, Wrigley has operated its Yorkville Facility since 1995 and one of the largest employers in the City and currently employing 300 employees and has been a significant asset to the City; and,

WHEREAS, Wrigley had advised the City that as a result of the expansion of its Yorkville Facility no less than seventy-five (75) full-time jobs shall be added thereby expecting the total work force to number 375 employees; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have reviewed the business operation of Wrigley and the current number of employees at the Yorkville Facility and have concluded that the expansion for Wrigley’s operations would substantially increase job opportunities for the citizens of the City and provide for economic development thereby enhancing the tax base of the City and the other taxing districts, and, add to the wealth and prosperity of the City and its citizens; and,

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “*Code*”), as from time to time amended, and more specifically, Sec. 8-1-2.5 (the “*Act*”), the Corporate Authorities are empowered to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality”; and,

WHEREAS, the City is prepared to provide economic assistance to Wrigley as authorized by Section 8-1-2.5 of the Code through the reduction of certain permit fees, plan review fees and also rebate certain utility taxes imposed by the City on the provision of electric services and the supply of natural gas, all as hereinafter set forth.

WHEREAS, the City is authorized pursuant to Section 200/18-165 of the Illinois Property Tax Code (35 ILCS 200/1-1 *et seq.*) to abate real estate taxes in order to attract new businesses and/or to induce the expansion of existing commercial or industrial businesses; and,

WHEREAS, the City is prepared to undertake an abatement of real estate tax as set forth in the Agreement for Wm. Wrigley, Jr. Company Abatement of Real Property Taxes (the “*Tax Abatement Agreement*”), by and among the Wm. Wrigley, Jr. Company, a Delaware corporation and the Bristol-Kendall Fire Protection District, Yorkville Community Unit School District 115,

Kendall County Forest Preserve District, Wabonsee Community College, Bristol Township, Bristol Road District, Yorkville Library, Kendall County and the City (collectively, the “*Taxing Bodies*”), attached hereto as *Exhibit A*.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. Incorporation. The representations and recitations set forth in the preambles hereto are material to this Economic Incentive Agreement and are hereby incorporated into and made a part hereof as though fully set forth in this Section I and said representations and recitations constitute the understandings of the City and Wrigley.

Section 2. Wrigley’s Commitments to the City.

A. On or before December 31 , 2014, Wrigley shall have delivered to the City for approval, plans and specifications for the expansion of approximately 150,000 square feet to the Yorkville Facility, and, if necessary, an application for any zoning variance which may be necessary as a result of such expansion to the existing structure. The preparation of the plans and specifications, including but not limited to, architectural and engineering drawings; the construction of the expansion to the Yorkville Facility; all improvements to the existing structure required as a result of the expansion; and, all landscaping and signage hereinafter shall be collectively referred to as the “*Project*”.

B. On or before December 31, 2014, Wrigley shall have obtained all permits and licenses as necessary to proceed with the Project and shall have commenced construction of the expansion on or before December 31, 2014.

C. On or before December 31, 2015, Wrigley shall have completed the Project in accordance with all ordinances, laws, regulations of the City, State of Illinois and federal

government and all permits and licenses issued in connection with the Project (collectively the “Legal Requirements”).

D. Upon completion of the Project in accordance with the Legal Requirements, Wrigley covenants and agrees to employ an additional seventy-five (75) during the term of this Economic Incentive Agreement.

Section 3. The City’s Commitment to Wrigley.

A. In consideration of Wrigley’s execution of this Economic Incentive Agreement, the City shall waive the following fees:

1. The building permit fee for an addition to a commercial structure in the amount of \$500 plus \$.20 per square foot;
2. The plumbing inspection fee for an addition to a commercial structure in the amount of \$135;
3. The plan review fee for an addition to a commercial structure over 200,000 cubic feet I the amount of \$650.00 plus \$6.50 per 10,000 cubic feet;
4. The fire protection system plan review fee in the amount of \$115 per 10,000 square feet of floor area; and,
5. The fire sprinkler plan review fee in the amount of \$450 plus \$.60 per sprinkle over 500.

B. Upon satisfaction of the commitments of Wrigley as hereinabove set forth in Section 2, and so long as no notice of default has been issued and is outstanding, the City agrees to annually rebate to Wrigley the following utility taxes for a period five (5) years the first year commencing on the anniversary of the date of the issuance of a certificate of occupancy for the expansion to the Yorkville Facility:

1. The lesser of: twenty-five percent (25%) of the electric utility taxes received annually by the City over and above \$53,000; or \$13,250.

2. The lesser of: seventy-five percent (75%) of the Gas Utility Taxes received annually by the City over and above \$1,500; or \$1,125.

C. In consideration of Wrigley's execution of this Economic Incentive Agreement, the City hereby approves the Tax Abatement Agreement attached hereto as *Exhibit A* and hereby incorporates all of its terms and conditions as if fully restated herein. Upon approval of this Agreement by the City and the execution by the Mayor and attested by the City Clerk, the Mayor and City Clerk are authorized to execute and deliver said Tax Abatement Agreement.

D. The City further agrees that it shall not take any action to recoup gas utility taxes and electric utility taxes unpaid by Wrigley for any year prior to 2014.

Section 4. Semi-Annual Reports to the City.

Wrigley has agreed, pursuant to the Tax Abatement Agreement, to provide documentation on compliance with the employment, wage rate and fringe benefit requirements for employees employed at the Yorkville Facility, to the Kendall County Administration For and in consideration of this Economic Incentive Agreement, Wrigley further agrees to send a copy of such documentation to the City.

Section 5. Term.

This Economic Incentive Agreement shall commence upon its execution and, unless terminated earlier pursuant to Section 10 hereof, shall terminate the later of: (i) the third anniversary following the final rebate of taxes as provided in Section 3 hereof or (ii) the third anniversary following the final rebate of real estate taxes pursuant to the Tax Abatement Agreement.

Section 6. Force Majeure.

Time is of the essence of this Economic Incentive Agreement; provided, however, a party shall not be deemed in material breach of this Economic Incentive Agreement with respect to

any obligations arising from this Economic Incentive Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, civil disorder, severe weather conditions, wet soil conditions, failure or interruptions of power, riots, insurrections, acts of terrorism, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Wrigley Indemnification.

Wrigley shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of Wrigley, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by Wrigley) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Economic Incentive Agreement by Wrigley; or from any negligence or reckless or willful misconduct of Wrigley or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Wrigley). Wrigley shall, at its own cost and expense, appear, defend, and

pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, Wrigley shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 8. Waiver.

Any party to this Economic Incentive Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Economic Incentive Agreement.

Section 9. Severability.

If any section, subsection, term, or provision of this Economic Incentive Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Economic Incentive Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 10. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Economic Incentive Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and

including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Anthony Gedeller
Vice President & Treasurer
Wm. Wrigley, Jr. Company
930 West Evergreen Avenue
Chicago, IL 60642

With a copy to : Brian Pardo
Factory Director
Wm. Wrigley, Jr. Company
2800 North Route 47
Yorkville, Illinois 60560

To the City: Bart Olson, City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 964
Chicago, Illinois 60604

Section 11. Remedies – Liability.

(A) If, in the City's judgment, Wrigley is in material default of this Economic Incentive Agreement, the City shall provide Wrigley with a written statement indicating any failure on Wrigley's part to fulfill its obligations under this Economic Incentive Agreement. The City may not exercise any remedies against Wrigley in connection with such failure until sixty (60) days after giving such notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of

the same, so long as Wrigley diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Economic Incentive Agreement. A default not cured as provided above shall constitute a breach of this Economic Incentive Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(B) If Wrigley materially fails to fulfill its obligations under this Economic Incentive Agreement after notice is given by the City and any cure periods described in paragraph (A) above have expired, the City may elect to terminate this Economic Incentive Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Economic Incentive Agreement.

(C) If prior to completion of Wrigley's obligations pursuant to Section 3 hereof, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against Wrigley; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Wrigley insolvent or unable to pay Wrigley's debts; or Wrigley makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for Wrigley or for the major part of Wrigley's property; the City may elect, but is not required to, terminate this Economic Incentive Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws.

(D) If, in Wrigley's judgment, the City is in material default of this Economic Incentive Agreement, Wrigley shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Economic Incentive Agreement. Wrigley may not exercise any remedies against the City in connection

with such failure until sixty (60) days after giving such notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Economic Incentive Agreement. A default not cured as provided above shall constitute a breach of this Economic Incentive Agreement. Any failure or delay by Wrigley in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(E) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Economic Incentive Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Economic Incentive Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Economic Incentive Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Economic Incentive Agreement by the City.

(F) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or

different times, of any other rights or remedies for the same default or for any other default by the other party.

Section 12. Repayment.

In the event a default has been declared pursuant to Section 11 hereof, Wrigley covenants and agrees to repay the City all utility taxes rebated to it pursuant to Section 3 hereof within thirty (30) days of receipt of a demand from the City.

Section 13. Amendment.

This Economic Incentive Agreement, and any exhibits attached to this Economic Incentive Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 14. Assignment.

This Economic Incentive Agreement may not be assigned without the written consent of the City, which consent may not be unreasonably withheld.

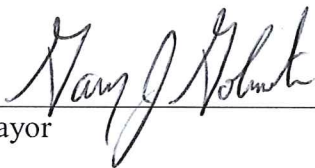
Section 15. Counterparts.

This Economic Incentive Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date .

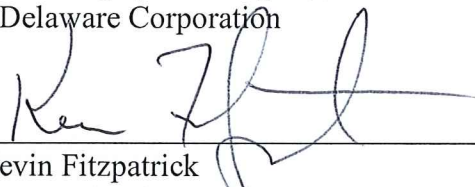
United City of Yorkville, an Illinois municipal corporation

By: 
Mayor

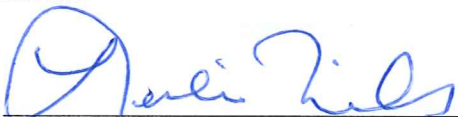
Attest:


City Clerk

Wm. Wrigley Jr. Company,
a Delaware Corporation

By: 
Kevin Fitzpatrick
VP Supply Chain - North

Attest:


Secretary



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

Agenda Item Number

CA #2

Tracking Number

PW 2016-01

Agenda Item Summary Memo

Title: Water Department Reports for September – December 2015

Meeting and Date: City Council – January 26, 2016

Synopsis: Monthly water reports that are submitted to the IEPA.

Council Action Previously Taken:

Date of Action: PW – 01/19/16 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2016-01

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

SEPTEMBER 2015

MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	510	155	145,000
4	1393	542	191	21,723,000
7	1527	1125	430	7,815,000
8	1384	840	170	10,703,000
9	1368	861	498	10,255,000
TOTAL TREATED				46,226,000

CURRENT MONTH'S PUMPAGE IS 5,959,000 GALLONS less **THAN LAST MONTH**

2,548,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,688,033 GALLONS

DAILY MAXIMUM PUMPED: 1,978,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 85.60 GALLONS

WATER TREATMENT:

CHLORINE: 1123 LBS. FED

CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 574 LBS. FED

CALCULATED CONCENTRATION: .39 MG/L

POLYPHOSPHATE: 964 LBS. FED

CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 0
MXU'S: 19

NUMBER OF LEAKS OR BREAKS REPAIRED: 0

NEW CUSTOMERS:

RESIDENTIAL: 17

COMMERCIAL: 0

INDUSTRIAL/GOVERNMENTAL: 1

COMMENTS:

Main breaks: 0



United City of Yorkville

WATER DEPARTMENT REPORT

OCTOBER 2015
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	510	155	59,000
4	1393	542	191	20,564,000
7	1527	1125	430	7,435,000
8	1384	840	170	9,210,000
9	1368	861	498	9,139,000
TOTAL TREATED				42,554,000

CURRENT MONTH'S PUMPAGE IS 3,672,000 GALLONS less **THAN LAST MONTH**

2,131,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,497,000 GALLONS

DAILY MAXIMUM PUMPED: 1,821,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.26 GALLONS

WATER TREATMENT:

CHLORINE:	<u>1097</u> LBS. FED	CALCULATED CONCENTRATION:	<u>3.0</u> MG/L
FLUORIDE:	<u>417</u> LBS. FED	CALCULATED CONCENTRATION:	<u>.39</u> MG/L
POLYPHOSPHATE:	<u>1,014</u> LBS. FED	CALCULATED CONCENTRATION:	<u>1.33</u> MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 6
MXU'S: 20

NUMBER OF LEAKS OR BREAKS REPAIRED: 1
BATTERIES: 17

NEW CUSTOMERS:

RESIDENTIAL: 9

COMMERCIAL: 2

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main break: 210 Spring Street main repair. Lost gallons questionable due to water getting into storm sewer.



United City of Yorkville

WATER DEPARTMENT REPORT

NOVEMBER 2015

MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	510	155	203,000
4	1401	542	265	18,504,000
7	1527	1125	430	6,945,000
8	1384	840	450	6,516,000
9	1368	861	498	9,850,000
TOTAL TREATED				38,529,000

CURRENT MONTH'S PUMPAGE IS 4,025,000 GALLONS less **THAN LAST MONTH**

113,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,400,600 GALLONS

DAILY MAXIMUM PUMPED: 1,746,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 71.35 GALLONS

WATER TREATMENT:

CHLORINE: 996 LBS. FED

CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 488 LBS. FED

CALCULATED CONCENTRATION: .59 MG/L

POLYPHOSPHATE: 875 LBS. FED

CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY

0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 7

NUMBER OF LEAKS OR BREAKS REPAIRED: 3

MXU'S: 1

BATTERIES REPLACED: 4

NEW CUSTOMERS:

RESIDENTIAL: 9

COMMERCIAL: 4

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 208 Leisure: Lost 200,000 gallons. 200 Wolf: Lost 60,000 gallons. 205 Columbine: Lost 100,000 gallons.



United City of Yorkville

WATER DEPARTMENT REPORT

DECEMBER 2015

MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	510	132 - R	193,000
4	1401	542	191 - R	18,482,000
7	1527	1125	430 - S	6,410,000
8	1384	840	456 - S	9,353,000
9	1368	861	509 - S	7,438,000
TOTAL TREATED				38,276,000

CURRENT MONTH'S PUMPAGE IS 253,000 GALLONS less **THAN LAST MONTH**

1,618,000 GALLONS less **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,275,866 GALLONS

DAILY MAXIMUM PUMPED: 1,669,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 70.88 GALLONS

WATER TREATMENT:

CHLORINE: 1,051 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 321 LBS. FED CALCULATED CONCENTRATION: .74 MG/L

POLYPHOSPHATE: 848 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY

0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 5
MXU'S: 8

NUMBER OF LEAKS OR BREAKS REPAIRED: 1
BATTERIES REPLACED: 18

NEW CUSTOMERS:

RESIDENTIAL: 6 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 103 West Center, Lost 90,000 gallons.



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

Agenda Item Number

CA #3

Tracking Number

PW 2016-03

Agenda Item Summary Memo

Title: Nicor Franchise Agreement

Meeting and Date: City Council – January 26, 2016

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW – 01/19/16 Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-03

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

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Peter M. Friedman
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MEMORANDUM

Date: December 30, 2015
To: Northern Illinois Municipal Natural Gas Franchise Consortium Members
From: Peter M. Friedman, Consortium Counsel
Re: Executive Summary -- Model Franchise Ordinance

On December 14, 2015, the Steering Committee of the Northern Illinois Municipal Natural Gas Franchise Consortium ("**Consortium**") unanimously approved a new model Natural Gas Franchise Ordinance ("**Model Ordinance**"). The Model Ordinance was negotiated on behalf of the Consortium with the Northern Illinois Gas Company (d/b/a Nicor Gas Company) ("**Nicor**").

This memorandum provides (i) important information regarding the required timing and approval of the Model Ordinance by Consortium members and (ii) a summary of the key financial and operational provisions of the Model Ordinance.

If you have any questions about any of these matters, please contact Mark Baloga (630-571-0480, ext. 223 or mbaloga@dmmc-cog.org) or Kate Buggy (630-571-0480, ext. 225 or kbuggy@dmmc-cog.org).

Adoption

- For each Model Ordinance to take effect, the Ordinance must be adopted by the Consortium member and Nicor must sign a Consent Agreement that is attached to the Ordinance as Exhibit A. As described further below, the important compensation provisions of the Model Ordinance are triggered by the Ordinance taking effect. Further, it is important for Nicor to see that the Model Ordinance is being adopted by the Consortium members. Accordingly, the Steering Committee requests that Consortium members adopt the Model Ordinance in January 2016.
- Each Consortium member has been provided a word version of the Model Ordinance, tailored to the extent possible for each specific member.
- One addition that will have to be made by each member prior to adoption is to insert in Section 12 of the Ordinance the appropriate contact information for purposes of notices under the Ordinance.
- Each Consortium member must adopt the Model Ordinance pursuant to the member's standard procedures for adoption of ordinances.

- After the Ordinance is adopted, the certification (the second to last page of the document) should be completed and fully executed.
- As soon as the Model Ordinance has been adopted and certified, each Consortium member should notify and provide a copy of the adopted Ordinance to their respective Nicor representative.
- Also, please email Kate Buggy at kbuggy@dmcc-cog.org to confirm adoption of the Ordinance.

Background

- Most gas franchises either have expired recently or are expiring soon.
- Almost all of these franchises are very old, with writing styles often unclear, incomplete, and difficult to understand.
- These franchises include only basic, and now outdated, provisions. They do not adequately address many of the issues that arise with modern utility facilities located in crowded public rights-of-way.
- These franchises do not adequately protect the public health and safety. Nor do they adequately protect the public rights-of-way.

Key Points Regarding Model Ordinance

- A municipality's rights-of-way are among its most important resources and most valuable assets. The Model Ordinance includes new provisions designed to protect the municipality's rights-of-way, including requirements on construction, restoration, and maintenance.
- One of a municipality's foremost responsibilities is to protect the public's safety and welfare. The Model Ordinance includes new provisions designed to better protect the public health and safety, including emergency notice and response standards.
- The compensation provisions in the Model Ordinance better reflect the value of the municipality's right-of-way. The municipality may choose among free gas for municipal facilities or annual cash payments.
- The Model Ordinance includes modern provisions relating to annual meetings with Nicor, capital improvement plans, information sharing, triggers for future amendments based on Model Ordinance terms subsequently agreed to by Nicor.
- By working together as the Consortium, the member municipalities have been able to negotiate with Nicor a new, standard franchise document that is clear, comprehensive, and protective of the interests of both the municipalities and the gas companies.

Summary of Key Provisions of Model Ordinance

- **Term (Section 3).** The new franchise is for a term of 25 years (until January 1, 2041).
- **Effective Date and Consent Agreement (Section 15).** The effective date of the Model Ordinance will be as of January 1, 2016, even though the Ordinance will not be adopted

until after that date. The Ordinance must be adopted no later than March 1, 2016. However, as explained above, the Steering Committee urges each member to adopt the Ordinance in January 2016.

Within 90 days of the Effective Date (March 31, 2016), Nicor is required to execute the Consent Agreement attached to the Model Ordinance as Exhibit A. The purpose of this Consent Agreement is to ensure that Nicor is contractually bound to comply with the Model Ordinance.

- **Compensation for Use of Rights-of-Way (Section 5).** There are two options for compensation for Nicor's use of the public rights-of-way under the Model Ordinance.

The first option ("**Annual Payments**") is an annual lump sum payment that Nicor will make in cash to the municipality. The amount of the Annual Payment is based on the following formula -- generally described as the municipality's "**therm allocation**" times the "**gas cost per therm**." A municipality's therm allocation is determined by the following parameters:

- 3.6 therms per person up to 10,000 of population
- 2.4 therms per person for the next 10,000 of population
- 1.2 therms per person for the next 80,000 of population
- 1.45 therms per person for the next 20,000 of population
- 1.8 therms per person for the population over 120,000

The gas cost per therm is the sum of (i) the actual three year average of the per therm cost of gas plus (ii) the then-current general gas service cost. Each member has been provided with the Annual Payment calculations based on the current population and gas cost per therm.

The second compensation option ("**Unbilled Gas**") is for the municipality to receive free gas for buildings, or parts thereof, used for municipal purposes. The maximum amount of free gas to be provided cannot exceed the municipality's therm allocation. Upon request, Nicor representatives will provide each municipality with historical usage information to assist in determining which compensation option is best.

Significantly, no later than March 1, 2016, each municipality must notify Nicor in writing whether it wants to receive Annual Payments or Unbilled Gas. If a municipality does not provide this required notice, it will receive Annual Payments. Thereafter, a municipality can change from Annual Payments to Unbilled Gas, or vice versa, every three years with notice to Nicor. If no notice of a change is provided to Nicor, the compensation option will remain unchanged for the subsequent three year period.

Annual Payments will be paid by Nicor during January of each year during the Term of the franchise, except for 2016 when the Annual Payments will be paid in March.

- **One-Time Renewal Payment (Section 5A1).** Each Consortium member adopting the Model Ordinance will receive a one-time cash renewal payment equal to 75 percent of the municipality's therm allocation multiplied by the gas cost per therm. These one-time renewal payments will be made by Nicor on or before March 31, 2016.

- **Municipal Regulations (Section 4B, 4C).** The Model Ordinance requires Nicor to utilize the public right-of-way in compliance with the Model Ordinance and with “Requirements of Law” – a term defined in the Model Ordinance (Section 1) as “any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work”). This means that the Model Ordinance requires Nicor to comply with local, generally applicable right-of-way, building, and tree regulations.
- **Emergency Response (Section 4D).** The Model Ordinance requires Nicor to provide notice of emergencies to the municipality within 24 hours unless that is somehow not practicable. Nicor and the municipality will provide to each other emergency 24-hour contacts. Nicor is required to keep the municipality apprised of the status of the emergency and when the emergency has been resolved.
- **“Most Favored Nations” Clause (Section 7).** If Nicor enters into an agreement with another franchisor that includes compensation terms the municipality believes are more advantageous or protective than the provisions of the Model Ordinance, then the municipality can choose to incorporate those provisions into Model Ordinance.
- **Accounts and Records (Section 6).** The Model Ordinance requires Nicor to provide the municipality, upon request, with annual information on Nicor’s gross operating revenues within the municipality, broken down among various categories of users.
- **Insurance (Section 9).** The Model Ordinance requires Nicor to obtain and maintain various types of standard insurance against liabilities assumed under the Model Ordinance in the event that Nicor’s financial condition would significantly worsen to the extent that its stockholder equity falls below \$50 million.
- **Annual Meeting (Section 13).** The Model Ordinance requires Nicor to participate in an annual meeting upon the request of the municipality. The matters to be addressed at annual meetings include gas system work, current issues regarding Nicor’s use of the public right-of-way, efforts to promote energy efficiency and cost savings related to the use of gas supplied by Nicor, and anticipated capital improvement projects and coordination with the municipality related to those projects. Nicor and municipal representatives at annual meetings must have knowledge, experience, and authority to address and resolve issues discussed at the meeting. The Model Ordinance obligates the parties to work in good faith to resolve issues raised at the annual meetings.
- **Capital Improvement Plans and Information Sharing (Section 4E2).** The Model Ordinance requires Nicor to establish and maintain (and provide the municipality with access to) an information sharing platform for, among other things, capital improvement plans, gas system work, gas facility location information and maps, and work and maintenance status information.
- **Indemnification (Section 8).** The Model Ordinance contains mutual indemnification provisions. With regard to Nicor, these provisions require the gas company to protect the municipality against claims arising out of the gas company’s failure to comply with the Model Ordinance or any negligent, unlawful, or intentional wrongful acts related to work in and use of the public right-of-way.

NATURAL GAS FRANCHISE ORDINANCE

AN ORDINANCE AUTHORIZING AND GRANTING A FRANCHISE
TO NORTHERN ILLINOIS GAS COMPANY
(d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS,
TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTING SYSTEM
IN AND THROUGH THE CITY OF YORKVILLE, ILLINOIS

WHEREAS, Northern Illinois Gas Company (d/b/a Nicor Gas Company), an Illinois corporation ("**NICOR GAS**") and the Municipality of Yorkville ("**Municipality**") entered into franchise agreement effective April 21, 1960 that generally authorized NICOR GAS to construct, operate, and maintain a gas distribution system within the Municipality, and NICOR GAS provided the Municipality a letter dated March 12, 2012 that specifies the compensation to be paid to the Municipality by NICOR GAS in connection with such franchise agreement (such franchise agreement and letter are referred to collectively herein as the "**Previous Agreement**"); and

WHEREAS, NICOR GAS, along with its successors and permitted assigns (collectively, "**Grantee**"), and the Municipality desire to have this Ordinance adopted and to have it represent a new agreement between the Grantee and the Municipality to supersede the Previous Agreement ("**Franchise**"); and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to adopt this Ordinance establishing a new Franchise with the Grantee;

WHEREAS, the Grantee has approved this Ordinance and authorized execution by its duly authorized representatives of the Consent Agreement provided pursuant to Section 15 of this Ordinance; and

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

SECTION 1. DEFINITIONS.

The following terms have the meaning ascribed to them in this Section:

Annual Meeting. The meeting provided under Subsection 13.A. of this Ordinance.

Assignee. The entity that accepts an assignment under this Ordinance from the Grantee with the authorization of the Municipality, as provided in Subsection 13.B of this Ordinance.

Corporate Authorities. The corporate authorities of the Municipality.

Effective Date. The effective date of this Ordinance, being January 1, 2016.

Emergency. An event involving the Gas System that (i) poses an imminent threat to the public health or safety within the Municipality or (ii) is likely to result in a prolonged and unplanned interruption of gas service to a significant number of customers within the Municipality.

Gas. Natural gas or manufactured gas, or a mixture of gases, that is distributed to the Grantee's customers in the Municipality through the Gas System.

Gas System. The Grantee's system of pipes, tubes, mains, conductors, and other devices, apparatus, appliances, and equipment for the production, distribution, and sale of gas for fuel, heating, power, processing, and other purposes within and outside the corporate limits of the Municipality.

Gas System Work. Any construction, operation, maintenance, repair, removal or replacement of the Gas System conducted by the Grantee within the Public Right-of-Way or conducted by the Grantee immediately adjacent to the Public Right-of-Way if such activity physically disturbs the Public Right-of-Way.

ICC. The Illinois Commerce Commission.

Public Right-of-Way. The Municipality's streets, alleys, sidewalks, parkways, easements, and other property of the Municipality used as right-of-way.

Requirements of Law. Any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work.

Term. The term of the Franchise under Section 3 of this Ordinance.

SECTION 2. GRANT OF FRANCHISE.

The Municipality grants the right, permission and authority to the Grantee to construct, operate, maintain, repair, remove, and replace its Gas System within the corporate limits of the Municipality, subject to the conditions and regulations of this Ordinance. The right, permission and authority granted by the Municipality to the Grantee by this Franchise may not be exclusive to the Grantee, provided that any other such rights or authority granted by the Municipality may not interfere with the right, permission and authority granted to the Grantee pursuant to this Ordinance.

SECTION 3. TERM.

The Franchise authorized and granted pursuant to this Ordinance shall be for a term of 25 years, commencing on the Effective Date, and expiring on January 1, 2041 ("**Term**").

SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.

The Grantee shall be authorized to use the Public Right-of-Way for the Gas System and Gas System Work subject to the provisions of this Ordinance, including without limitation the following provisions:

A. General Coordination, Location And Repair. Those portions of the Gas System in the Public Right-of-Way shall be installed and maintained under the general supervision of the Director of Public Works of the Municipality, or other duly authorized agent of the Municipality. The portions of the Gas System within the Public Right-of-Way shall be located as not to injure any drains, sewers, catch basins, water pipes, pavements or other like public improvements. If any drain, sewer, catch basin, water pipe, pavement or other like public

improvement is injured by the location of the portions of the Gas System within the Public Right-of-Way, the Grantee shall forthwith repair the damage to the satisfaction of the Municipality and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

B. Compliance with Requirements of Law. The Grantee shall be subject to the specific standards provided in this Ordinance for work in the Public Right-of-Way and with all other Requirements of Law.

C. Conduct of Gas System Work; Restoration. The Grantee will conduct Gas System Work in accordance with the Requirements of Law. The Grantee will undertake to minimize the disturbance or obstruction of the Public Right-of-Way caused by Gas System Work, including, without limitation, having Gas System Work, once started, undertaken and completed without unreasonable delay. The Grantee will promptly restore Public Right-of-Way, as well as any fences, roads, pavements and other improvements in the Public Right-of-Way, disturbed by Gas System Work as nearly as reasonably practicable to its condition immediately before the Gas System Work.

D. Emergencies. In the case of an Emergency, the Grantee will notify the Municipality by the most practical, timely, and available means under the circumstances of the Emergency and the conditions that are affecting the Gas System and its customers. Notwithstanding Section 10, the notice will be no more than 24 hours after the Grantee learns of the Emergency, except if notice within 24 hours is not practicable under the circumstances of the Emergency, in which case the Grantee will provide the notice required under this Subsection as soon as is practicable under the circumstances. Each Party will provide the other Party with an Emergency contacts list, including 24-hour contact information for at least two representatives. The Grantee will keep the Municipality apprised of the status of the Emergency to the extent reasonably practicable and will advise the Municipality when the Emergency has been resolved.

E. Coordination Regarding Capital Improvements; System Information. The Grantee and the Municipality believe that it is in their mutual interests to be informed of their respective capital improvement programs, so that whenever practicable those programs can be undertaken to minimize the cost of construction and public inconvenience. To that end, the following provisions apply:

1. **Meeting.** At Annual Meetings (see Subsection 13.A of this Ordinance), representatives of the Grantee and the Municipality will be prepared to discuss significant known Gas System Work and Municipal projects that could impact the Gas System and that will or may be undertaken within the Municipality.

2. **Capital Improvement Plans and General System Information.** The Grantee will establish and maintain an information medium ("**Information Sharing System**"), at no cost to the Municipality, that will provide the Municipality access, on reasonable terms, to information identifying (a) anticipated Gas System Work, (b) Grantee's planned capital improvement plans and major maintenance work related to the Gas System within the Municipality, (c) maps or other documents showing the locations of gas distribution mains in or under Public Right-of-Way within the Municipality; and (d) the status of ongoing Gas System Work and capital improvement plans and major maintenance work related to the Gas System within the Municipality (collectively, "**General System Information**"). The Grantee reserves the right to modify or replace the Information Sharing System from time to time at its discretion.

Absent gross negligence or intentional misconduct by the Grantee, the Grantee shall have no monetary liability to the Municipality due to defects in the design or performance of the Information Sharing System or errors or omissions in the information disclosed through the Information Sharing System; provided, however, that this sentence does not change the Grantee's obligation under Paragraph 1 of this Subsection and Subsection 13.A of this Ordinance with respect to General System Information. As part of the Annual Meeting, the Parties may discuss the performance of the Information Sharing System and any adjustments and refinements to the Information Sharing System and, if requested by the Municipality, the Grantee will provide information regarding any updates or other operational changes or improvements to the Information Sharing System.

SECTION 5. CONSIDERATION FOR USE OF PUBLIC RIGHT-OF-WAY.

A. Payments; Provision of Gas. The Grantee shall make the Renewal Payment provided in Paragraph 1 of this Subsection and, commencing with calendar year 2016, either (but never both) (i) make the Annual Payments as provided and calculated in Paragraph 2 of this Subsection, or (ii) provide for Unbilled Gas as provided and calculated in Paragraphs 3 of this Subsection. The Municipality shall notify the Grantee in writing within sixty days after the Effective Date whether it has chosen to receive Annual Payments or Unbilled Gas. In the event the Municipality has not notified the Grantee in writing within sixty days after the Effective Date, the Municipality shall be deemed to have chosen to receive Annual Payments as provided and calculated in Paragraph 2 of this Subsection. Upon written notice to Grantee given on or before June 30 of the calendar year preceding the date of change, the Municipality may change the method of compensation from Annual Payments to Unbilled Gas, or vice versa, effective as of January 1 of any or all of the third, sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, or twenty-fourth calendar year following the Effective Date. In the event the Municipality has not so notified the Grantee of a change in the method of compensation by the applicable June 30, the method of compensation then in effect shall continue and may not be changed by the Municipality during the ensuing three calendar year period.

1. **Renewal Payment.** Within ninety days after the Effective Date, the Grantee will pay the Municipality, solely as consideration for renewal of the franchise granted under the Previous Agreement, a one-time franchise renewal payment ("**Renewal Payment**") of \$22,422, being equal to 75 percent of the value of (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) as of the Effective Date multiplied by (b) the "**Gas Cost per Therm**" (as calculated under Paragraph 2 of this Subsection).

2. **Annual Payment.** In January of each year except 2016 and in March of 2016, the Grantee will pay the Municipality an annual payment ("**Annual Payment**") if the Municipality has chosen or has been deemed to have chosen to receive Annual Payments rather than Unbilled Gas for such calendar year. The amount of each Annual Payment will be calculated by the Grantee by multiplying (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) times (b) the applicable Gas Cost per Therm. As used herein, the term "**Gas Cost per Therm**" means, with respect to a calendar year, the sum of (i) the average per therm gas cost for the preceding three calendar years, based on the Grantee's prudently incurred purchased gas cost and (ii) the per therm rate for general gas service under the Grantee's rate structure in effect as of the last day of the preceding calendar year.

3. **Unbilled Gas.** If the Municipality has chosen to receive Unbilled Gas, the Grantee shall supply, during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) that the Municipality's choice to receive

Unbilled Gas remains in effect, without charge to the Municipality, an amount of gas ("**Unbilled Gas**") not to exceed the Therm Allocation (as calculated under Paragraph 4 of this Subsection), to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part of these buildings as may from time to time be occupied for ongoing municipal purposes, and not for purposes of revenue.

4. Therm Allocation. For purposes of determining the Annual Payment or the amount of Unbilled Gas under Paragraphs 2 and 3, respectively, of this Subsection, the Therm Allocation will be based on the following formula: 3.6 therms per person up to 10,000 of population; 2.4 therms per person for the next 10,000 of population; 1.2 therm per person for the next 80,000 of population; 1.45 therms per person for the next 20,000 of population; and 1.8 therms per person for the population over 120,000. For purposes of the Therm Allocation, the population of the Municipality as of the Effective Date shall be deemed to be the same as the population of the Municipality at the 2010 decennial census, which was 16,921. This population number will be adjusted by the Grantee based on each decennial census count. Between decennial census counts, the Therm Allocation may be increased prospectively on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Grantee.

B. Limitations on Gas Use. None of Unbilled Gas to be supplied to the Municipality under Paragraph A3 of this Section, shall be resold by the Municipality for any purpose whatsoever. In the event the Municipality uses less than the amount of Unbilled Gas calculated and authorized under Paragraph A3 of this Section, there shall be no payment due to the Municipality from the Grantee for gas not used during that billing year, nor shall any such unused therms be carried over for the following billing year's use.

C. Offset. If the Municipality has chosen or has been deemed to have chosen to receive Annual Payments, the Grantee shall have the right to reduce the Annual Payment for a calendar year by the amount of any fees that the Municipality has been paid by the Grantee during the preceding calendar year for permits, street or parkway openings, or inspections related to the Gas System or Gas System Works. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall have the right to reduce the Therm Allocation for a billing year by an amount of therms equal to (a) the amount of any fees that the Municipality has been paid by the Grantee during the preceding billing year divided by (b) the Gas Cost per Therm determined for the calendar year that begins with the January 1 nearest to the end of such billing year.

SECTION 6. ACCOUNTS AND RECORDS.

Within 90 days following a written request by the Municipality made no more frequently than once during each calendar year of the Term, the Grantee will provide the Municipality with a written statement showing the gross operating revenue generated during the immediately preceding calendar year by the Grantee from the distribution of gas to customers identified in the Grantee's billing records as located within the corporate limits of the Municipality, which statement will, if requested as part of the Municipality's request, show the distribution of such gross operating revenue among the following categories of users: Residential, Commercial, and Industrial, or by such other categories as may be agreed to by the Grantee and the Municipality.

SECTION 7. SUBSTITUTION OF MORE FAVORABLE PROVISIONS.

A. Amended Ordinance. If during the Term of this Franchise, the Municipality learns of a Grantee franchise ("**Grantee Franchise**") from any other municipality in Illinois ("**Other Franchisor**") adopted or otherwise provided by the Other Franchisor after the Effective Date and containing "*More Favorable Provisions*" (as defined in Subsection C of this Section), then the Municipality may adopt, no sooner than 30 days from the date of providing the notice to the Grantee required pursuant to Subsection B of this Section, an ordinance amending this Ordinance solely to substitute for the provisions of Section 5 of this Ordinance replacement provisions that are substantially identical to the More Favorable Provisions ("**Amended Ordinance**"). If the Municipality adopts an Amended Ordinance in conformity with this Section 7, the Grantee will accept the Amended Ordinance and execute a Consent Agreement consistent with Section 15 of this Ordinance.

B. Notice. At least 30 days before adopting an Amended Ordinance pursuant to this Section 7, the Municipality shall provide the Grantee with written notice that explicitly (i) states that the Municipality intends to invoke its right under this Section 7 to adopt an Amended Ordinance; (ii) identifies the Other Franchisor; (iii) states the date, time, and place of the meeting at which adoption of the Amended Ordinance will be considered; and (iv) includes the Amended Ordinance.

C. More Favorable Provisions. "*More Favorable Provisions*" means the provisions in a Grantee Franchise (i) establishing the compensation to be paid by the Grantee to the Other Franchisor, including, without limitation, the formulas and procedures utilized to determine the form and amount of such compensation ("**Compensation Formulas and Procedures**"); and (ii) that the Municipality has reasonably concluded are more advantageous to or protective of the public interest of the Other Franchisor than the existing provisions of Section 5 of this Ordinance are to the Municipality. "More Favorable Provisions" shall not include provisions providing consideration to the Other Franchisor for franchise renewal (it being understood that the exercise by the Municipality of its right under this Section 7 shall not be deemed a franchise renewal). Replacement provisions in a proposed Amended Ordinance shall not be deemed to be substantially identical to More Favorable Provisions if those replacement provisions do not utilize the Compensation Formulas and Procedures as applied to the Municipality to determine the form and amount of compensation to be paid by the Grantee to the Municipality. The Municipality shall not have the right to invoke this Section solely to effect a change in the form of compensation (between payments or unbilled gas) if that form of compensation had been available to the Municipality to select under Section 5 of this Ordinance, and neither the procedures for changing the form of compensation in Section 5 of this Ordinance nor those in the Compensation Formulas and Procedures would then have permitted the Municipality to make a change in the form of compensation.

D. No Notification Required. Nothing in this Section shall require the Grantee to notify the Municipality of new franchises that the Grantee obtains with other municipalities in Illinois or new provisions within any existing franchise agreements.

SECTION 8. INDEMNIFICATION.

A. Grantee. The Grantee must, and will, fully indemnify the Municipality (but not any other third party) against and from any and all claims, liabilities, actions, damages, judgments, and costs, including without limitation injury or death to any person and damage to any property or Public Right-of-Way and including without limitation attorneys' fees (collectively,

“Claims”) that the Municipality may incur or suffer, or that may be obtained against the Municipality, as a result of or related to the Grantee’s failure to perform any of its obligations under this Ordinance, or the Grantee’s negligent, unlawful, or intentional wrongful acts or omissions that relate to (i) the use or occupation by Grantee of the Public Right-of-Way under this Ordinance, or (ii) the construction, operation, maintenance, or repair of the Gas System located within the Public Right-of-Way. The Municipality must give the Grantee written notice within 30 calendar days after the Municipality has received written notice of a Claim. The Municipality may tender to the Grantee the defense of a Claim, in which case the Grantee must defend the Municipality against that Claim, or the Municipality may defend itself against that Claim at the Grantee’s expense. The Grantee shall not be required to indemnify, defend, or hold harmless the Municipality for any Claims to the extent the Municipality, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality).

B. Municipality.

1. The Municipality must, and will, fully indemnify the Grantee (but not any other third party) against any and all Claims arising as a result of damages to the Grantee’s Gas System caused by the conduct of the Municipality, its officers, employees, or agents for which the Municipality is liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality). The Municipality shall not be required to indemnify, defend, or hold harmless the Grantee for any damages to the extent the Grantee, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Grantee, its officers, agents, or employees while acting on behalf of the Grantee).

2. The Grantee recognizes the Municipality’s right to exercise its police powers over the Public Right-of-Way in case of fire, disaster, or other emergency as reasonably determined by the Municipality. Notwithstanding Paragraph 1 of this Subsection, the Municipality shall not be liable to the Grantee for any damages to the Grantee’s Gas System when the damage results from the exercise by the Municipality of its police powers in order to protect the public in case of fire, disaster or other emergency. When practicable, as reasonably determined by the Municipality, the Municipality shall consult with the Grantee prior to the exercise by the Municipality of these police powers, where the exercise may affect the Grantee’s Gas System, and to permit the Grantee to take necessary action to protect the public and the Gas System.

SECTION 9. INSURANCE.

If the Grantee’s total stockholder equity as determined in accordance with generally accepted accounting principles (**“Stockholder Equity”**) as of the end of its most recently completed fiscal year is less than **fifty million dollars (\$50,000,000)**, the Grantee shall be obligated under this ordinance to maintain during its current fiscal year, at its sole cost and expense, insurance against the liabilities assumed under this ordinance consisting of the following coverages at the following minimum limits:

A. Comprehensive General Liability. Comprehensive general liability insurance with coverage written on an “occurrence” or “claims made” basis and with limits no less than: (1)

General Aggregate: \$2,000,000; (2) Bodily Injury: \$2,000,000 per person, \$2,000,000 per occurrence; and (3) Property Damage: \$2,000,000 per occurrence. Coverage must include: Premises Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability, and bodily injury and property damage. Exclusions "X," "C," and "U" must be deleted. Railroad exclusions must be deleted if any portion of the Gas System Work is within 50 feet of any railroad track. Every employee of the Grantee engaged in Gas System Work within the Municipality must be included as an insured.

B. Comprehensive Motor Vehicle Liability. Comprehensive motor vehicle liability insurance with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented. The coverage required by this subsection shall include bodily injury and property damage for all motor vehicles engaged in Gas System Work within the Municipality that are operated by any employee, subcontractor, or agent of the Grantee.

C. Workers' Compensation. Workers' compensation coverage in accordance with applicable law.

D. General Standards for All Insurance. If obligated under this Section to maintain the foregoing insurance coverages, (i) the Grantee may satisfy that obligation, in whole or in part, through insurance provided by a captive insurance company affiliated with the Grantee to the extent permitted under applicable law if such captive insurance company and the Grantee are both controlled by a company with Stockholder Equity as of the end of its most recently completed fiscal year of at least ***fifty million dollars (\$50,000,000)***, or through commercial insurance; (ii) all commercial insurance policies obtained by the Grantee to satisfy such obligation must be written by companies customarily used by public utilities for those purposes, including, if permitted by this Subsection, policies issued by a captive insurance company affiliated with the Grantee; (iii) the Grantee must provide the Municipality, upon request, with reasonable evidence of insurance and with certificates of insurance for commercial coverage designating the Municipality and its officers, boards, commissions, elected officials, agents, and employees as additional insured and demonstrating that the Grantee is maintaining the insurance required in this Section; and (iv) each policy shall provide that no change, modification, or cancellation of any insurance coverage required by this Section shall be effective until the expiration of 30 calendar days after written notice to the Municipality of any such change, modification, or cancellation and providing that there is no limitation of liability of the insurance if the Grantee fails to notify the Municipality of a policy cancellation.

SECTION 10. CURE.

In addition to every other right or remedy provided to the Municipality under this Ordinance, if the Grantee fails to comply in a material respect with any of its material obligations under this Ordinance (for reason other than force majeure), then the Municipality may give written notice to the Grantee specifying that failure. The Grantee will have 30 calendar days after the date of its receipt of that written notice to take all necessary steps to cure such material non-compliance, unless the cure cannot reasonably be achieved within 30 calendar days but the Grantee promptly commences the cure and diligently pursues the cure to completion.

SECTION 11. FORCE MAJEURE.

Neither the Grantee nor the Municipality will be held in violation or breach of this Ordinance when a violation or breach occurred or was caused by (a) riot, war, earthquake, flood, terrorism, or other catastrophic act beyond the respective Party's reasonable control or (b) governmental, administrative, or judicial order or regulation other than, in the case of the Municipality, an order or regulation issued by the Municipality not in the exercise of its police powers in order to protect the public in the case of fire, disaster or other emergency.

SECTION 12. NOTICE.

With respect to an Emergency, Grantee shall provide notice to the Municipality in accordance with Subsection 4.D. of this Ordinance. Any other notice that (a) requires a response or action from the Municipality or the Grantee within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

Municipality:

**United City of Yorkville
800 Game Farm Rd
Yorkville, IL 60560
Attention: City Administrator**

If to Grantee:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: President**

with a copy to:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: Community Relations and Economic Development Department**

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

SECTION 13. GENERAL PROVISIONS.

A. Communications and Annual Meeting.

1. General Communications. The Grantee and the Municipality believe that it is in their mutual interests to maintain consistent and reliable means of communications regarding all matters under this Franchise. Nothing in this Section precludes the parties in any way from conducting meetings and communications not specifically provided in this Section on any other dates and times during the Term as necessary, required, or otherwise desired.

2. Annual Meeting. Except as the Grantee and the Municipality may otherwise agree, upon 45 days prior written notice from the Municipality to the Grantee given no more frequently than once during each calendar year of the Term, the representatives of the Grantee and the Municipality will meet at the offices of the Municipality or another mutually acceptable location ("**Annual Meeting**").

3. Annual Meeting Matters. At the Annual Meetings the Parties will review, as necessary, any matters related to this Ordinance and the Franchise as generally identified by the Municipality in its written notice provided pursuant to Paragraph 2 of this Subsection related to (i) the Gas System and Gas System Work; (ii) issues that have arisen since the prior Annual Meeting regarding the Grantee's activities conducted under the authority granted by this Ordinance, (iii) efforts and initiatives by the Grantee or the Municipality, or both, to promote energy efficiency and cost savings related to the use of gas supplied by the Grantee; and (iv) identification of anticipated future capital improvement programs by the Municipality and the Grantee in an effort to coordinate those programs whenever practical in an effort to minimize costs for both the Municipality and the Grantee and to reduce public inconvenience (collectively, "**Annual Meeting Matters**"). The Grantee's and the Municipality's representatives at Annual Meetings shall include individuals with the knowledge, experience and authority required to address competently and to seek to resolve the Annual Meeting Matters identified from discussion at the Annual Meeting.

4. Good Faith Efforts to Resolve Annual Meeting Matters. The Municipality and the Grantee will constructively discuss the Annual Meeting Matters at the Annual Meetings. The goal of these discussions is to ensure that the Grantee and the Municipality have sufficient information to address and, if possible, resolve the Annual Meeting Matters and the Parties will share information reasonably necessary for those purposes; provided, however that neither the Grantee nor the Municipality will be required to respond to unduly burdensome information requests or to provide confidential or privileged information to the other party. The parties will work in good faith to resolve Annual Meeting Matters on mutually acceptable terms and to do so within a reasonable period of time. To the extent that resolution of an Annual Meeting Matter is not otherwise provided by the terms of this Franchise, the parties may memorialize their understandings related to resolution of Annual Meeting Matters through memoranda of understanding, supplemental agreements, or other arrangements mutually agreed to.

B. Assignments of Rights by Grantee. All provisions of this Ordinance that are obligatory upon, or which inure to the benefit of, NICOR GAS shall also be obligatory upon and shall inure to the benefit of any and all successors and permitted assigns of NICOR GAS, and the word "Grantee" wherever appearing in this Ordinance shall include and be taken to mean not only NICOR GAS, but also each and all of such successors and permitted assigns. The Grantee may not assign any right it has under this Ordinance without the prior express written authorization of the Municipality by ordinance or resolution of the Corporate Authorities. The

Municipality will not withhold that authorization if (a) the Assignee is technically and financially capable of operating and maintaining the Gas System in the reasonable judgment of the Municipality and (b) the Assignee assumes all of the obligations of the Grantee under this Ordinance except as they may be amended in writing and approved by the Municipality.

C. Entire Agreement; Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Grantee with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

D. Governing Law; Venue. This Ordinance has been approved executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Kendall County, Illinois, in which the Municipality's principal office is located.

E. Amendments. Except as otherwise provided pursuant to Section 7 of this Ordinance, no provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Grantee, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Grantee by execution of a Consent Agreement consistent with Section 15 of this Ordinance.

F. No Third-Party Beneficiaries. Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

G. No Waiver of Rights. Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Grantee or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

SECTION 14. MUNICIPALITY AUTHORITY RESERVATION.

The Municipality reserves, subject to the limitations of applicable federal and State of Illinois laws, (i) its powers necessary or convenient for the conduct of the Municipality's municipal affairs and for the public health, safety and general welfare; and (ii) its right to own and operate a gas utility in competition with the Grantee. Notwithstanding the foregoing, the Municipality will not take any such action that would have the effect of depriving Grantee of the rights, permissions and authorities granted to Grantee under this Ordinance.

SECTION 15. CONSENT AGREEMENT.

Within ninety days after the Effective Date, the Grantee will file with the Municipality a written agreement to accept and comply with the terms of this Ordinance as attached to this Ordinance as Exhibit A ("**Consent Agreement**"), duly executed by authorized representatives of the Grantee. The Grantee's failure to provide the Consent Agreement within ninety days after the Effective Date shall be deemed a rejection of this Ordinance by the Grantee, and the rights and privileges herein granted shall absolutely cease and terminate, unless, within ninety days after the Effective Date, the time period for the Grantee to file the Consent Agreement is extended by the Municipality by ordinance duly passed for that purpose and the Grantee has agreed in writing to such extension.

PASSED BY THE CITY COUNCIL OF THE CITY OF YORKVILLE, ILLINOIS, THIS
____ DAY OF _____, 201_.

City Clerk

APPROVED BY THE MAYOR OF THE CITY OF YORKVILLE, ILLINOIS, THIS ____
DAY OF _____, 201_.

Mayor

(Seal)

ATTEST:

City Clerk)
STATE OF ILLINOIS)
COUNTY OF KENDALL) SS.
CITY OF YORKVILLE)

I, _____, City Clerk of the City of Yorkville, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the City Council of said City on the ____ day of _____, 201_, and duly approved by the Mayor of said City on the ____ day of _____, 201_, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said City.

WITNESS my hand and the official seal of said City this ____ day of _____, 201_.

City Clerk
Yorkville, Illinois

(SEAL)

CONSENT AGREEMENT

Pursuant to Section 15 of that certain Natural Gas Franchise Ordinance duly passed by the City Council/Board of Trustees of _____ (the "Municipality") on _____ and duly approved by the Mayor/President of the Municipality on _____ (the "Ordinance"), a copy of which is attached hereto, Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation hereby accepts and agrees to comply with the Ordinance.

NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Northern Illinois Municipal Natural Gas Franchise Consortium
Therm/Cash Equivalent Estimate - Draft for Discussion Purposes Only

Member	2010 Census Pop.	Total Therms w/ 20% Increase	20% Increase cash equiv. at \$.5683/Therm	One Time 75% Bonus at \$.5683/Therm	Annual Cash Equiv. Differential	First Year Benefit w/ 75% Bonus	Total Assessments Paid
Addison	36,942	80,330.40	\$45,651.77	\$34,238.82	\$11,511.35	\$45,750.17	\$8,618.87
Bartlett	41,208	85,449.60	\$48,561.01	\$36,420.76	\$12,244.93	\$48,665.68	\$8,729.16
Bloomington	22,018	62,421.60	\$35,474.20	\$26,605.65	\$8,945.02	\$35,550.66	\$6,635.83
Burr Ridge	10,559	37,341.60	\$21,221.23	\$15,915.92	\$5,351.05	\$21,266.97	\$5,066.70
Carol Stream	39,711	83,653.20	\$47,540.11	\$35,655.09	\$11,987.50	\$47,642.59	\$9,248.91
Cary	18,271	55,850.40	\$31,739.78	\$23,804.84	\$8,003.36	\$31,808.20	\$5,780.16
Clarendon Hills	8,427	30,337.20	\$17,240.63	\$12,930.47	\$4,347.32	\$17,277.79	\$4,677.02
Crystal Lake	40,743	84,891.60	\$48,243.90	\$36,182.92	\$12,164.97	\$48,347.89	\$8,909.38
Elburn	5,602	20,167.20	\$11,461.02	\$8,595.76	\$2,889.96	\$11,485.72	\$4,001.01
Elk Grove Village	33,127	75,752.40	\$43,050.09	\$32,287.57	\$10,855.32	\$43,142.89	\$8,453.55
Elmhurst	44,121	88,945.20	\$50,547.56	\$37,910.67	\$12,745.85	\$50,656.52	\$9,572.57
Glendale Heights	34,208	77,049.60	\$43,787.29	\$32,840.47	\$11,041.21	\$43,881.67	\$8,041.04
Glen Ellyn	27,450	68,940.00	\$39,178.60	\$29,383.95	\$9,879.10	\$39,263.05	\$7,377.29
Hoffman Estates	51,895	98,274.00	\$55,849.11	\$41,886.84	\$14,082.66	\$55,969.50	\$10,510.26
LaGrange	15,550	49,320.00	\$28,028.56	\$21,021.42	\$7,067.56	\$28,088.97	\$5,790.88
LaGrange Park	13,579	44,589.60	\$25,340.27	\$19,005.20	\$6,389.69	\$25,394.89	\$5,468.76
Lincolnwood	12,590	42,216.00	\$23,991.35	\$17,993.51	\$6,049.55	\$24,043.07	\$5,338.35
Lisle	22,390	62,868.00	\$35,727.88	\$26,795.91	\$9,008.98	\$35,804.90	\$6,567.17
Lockport	24,839	65,806.80	\$37,398.00	\$28,048.50	\$9,430.11	\$37,478.62	\$5,732.81
Lombard	43,165	87,798.00	\$49,895.60	\$37,421.70	\$12,581.45	\$50,003.16	\$9,512.69
Montgomery	18,438	56,251.20	\$31,967.56	\$23,975.67	\$8,060.80	\$32,036.46	\$4,379.13
Morton Grove	23,270	63,924.00	\$36,328.01	\$27,246.01	\$9,160.31	\$36,406.32	\$6,743.90
Normal	52,497	98,996.40	\$56,259.65	\$42,194.74	\$14,186.18	\$56,380.92	\$9,938.01
Oak Brook	7,883	28,378.80	\$16,127.67	\$12,095.75	\$4,066.68	\$16,162.44	\$4,829.10
Oakbrook Terrace	2,134	7,682.40	\$4,365.91	\$3,274.43	\$1,100.89	\$4,375.32	\$3,937.50
Roselle	22,763	63,315.60	\$35,982.26	\$26,986.69	\$9,073.13	\$36,059.82	\$6,836.37
Schaumburg	74,227	125,072.40	\$71,078.64	\$53,308.98	\$17,922.87	\$71,231.86	\$14,116.05
Schiller Park	11,793	40,303.20	\$22,904.31	\$17,178.23	\$5,775.45	\$22,953.68	\$5,267.52
Skokie	64,784	113,740.80	\$64,638.90	\$48,479.17	\$16,299.06	\$64,778.23	\$12,439.55
Tinley Park	56,703	104,043.60	\$59,127.98	\$44,345.98	\$14,909.45	\$59,255.43	\$11,855.22
Warrenville	13,140	43,536.00	\$24,741.51	\$18,556.13	\$6,238.71	\$24,794.84	\$5,478.23
Wayne	2,431	8,751.60	\$4,973.53	\$3,730.15	\$1,254.10	\$4,984.25	\$3,914.81
West Chicago	27,086	68,503.20	\$38,930.37	\$29,197.78	\$9,816.51	\$39,014.28	\$6,885.68
Wheaton	52,894	99,472.80	\$56,530.39	\$42,397.79	\$14,254.45	\$56,652.25	\$11,334.88
Willowbrook	8,540	30,744.00	\$17,471.82	\$13,103.86	\$4,405.62	\$17,509.48	\$4,866.01
Winfield	9,080	32,688.00	\$18,576.59	\$13,932.44	\$4,684.19	\$18,616.63	\$4,831.33
Woodridge	32,971	75,565.20	\$42,943.70	\$32,207.78	\$10,828.49	\$43,036.27	\$7,925.31
Yorkville	16,921	52,610.40	\$29,898.49	\$22,423.87	\$7,539.07	\$29,962.94	\$4,479.12
TOTALS	1,043,950	2,415,582.00	\$1,372,775.25	\$1,029,581.44	\$346,152.90	\$1,375,734.34	\$274,090.13

Notes:

1. Populations are from 2010 US Census. Results will change if a different population is used.
2. Proposed Therm Formula is 3.6 Therms per person for first 10,000 population, 2.4 Therms per person for next 10,000, and 1.2 Therms per person for next 80,000.
3. Proposal includes a one-time "Bonus" payment for all Consortium members equal to 75% of the Cash Equivalent of the Therm Allocation for 1 year.
4. \$0.5683 per Therm cash equivalent is reported as the current cost equivalent by Nicor.
5. First Year Benefit is the Signing Bonus plus the 20% Cash Differential that would be received in the first year.
6. Total Assessments includes the \$500 Initial Ante plus the 3 subsequent Assessments.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

CA #4

Tracking Number

PW 2016-05

Agenda Item Summary Memo

Title: Mill Street LAFO

Meeting and Date: City Council – January 26, 2016

Synopsis: Consideration of Resolution and Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: PW – 01/19/16 Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-05

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, Deputy City Clerk

Date: January 11, 2016
Subject: Mill Street LAFO

The purpose of this memo is to provide an update on the project schedule as well as introduce copies of the required Resolution, Joint Agreement and the proposed Construction Engineering Agreement.

The general schedule associated with the construction of the project is listed below:

- Bid Letting March 4th, 2016
- Construction Start June 2016
- Construction Complete August 2016

IDOT is now requiring that a specific resolution be passed as part of projects that have Federal funding. A draft of the resolution is attached.

The Joint Agreement specifies the funding for the project, which is 75% Federal STP Funds and 25% Local Funds. The funding will be for both construction and construction engineering.

We have also attached our Phase III Engineering Agreement for review and consideration.

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

**A RESOLUTION AUTHORIZING THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS TO SHARE IN THE CONSTRUCTION COSTS
FOR THE ROADWAY IMPROVEMENT OF THE MILL STREET LAFO PROJECT**

United City of Yorkville
Location: Mill Street (FAU 2517)
Section No.: 15-00049-00-RS
Project No.: M-4003(577)
Job No.: C-93-002-16

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) endeavors to improve a segment of Mill Street from Washington Street to Illinois 126 (School House Road) that is approximately 1,800 feet in length and known to the Illinois Department of Transportation as Section Number 15-00049-00-RS and State Job Number C-93-002-16; and,

WHEREAS, the cost of said improvement has necessitated the need for the use of federal funds; and,

WHEREAS, the federal fund source requires a match of local funds; and,

WHEREAS, the use of federal funds requires a joint funding agreement in the form attached hereto and made a part hereof by and between the City and the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, hereby approve the Local Public Agency Agreement For Federal Participation in the form attached hereto and made a part hereof (the “Agreement”) and authorize fifty-four thousand, two-hundred and fifty dollars, (\$54,250.00), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 15-00049-00-RS.

BE IT FURTHER RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Mayor is hereby authorized and directed to execute said Agreement and any other documents related to advancement and completion of said project.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2016.

City Clerk


CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2016.

Mayor

Attest:

City Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Yorkville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 15-00049-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-002-16	M-4003(577)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

Location

Local Name Mill Street Route FAU 2517 Length 0.34 Mi
Termini Washington Street to IL 126

Current Jurisdiction City of Yorkville TIP Number 09-15-0024 Existing Structure No n/a

Project Description

Project consists of resurfacing, hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, restoration, pavement marking, and all other work necessary to complete the project.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	162,750	(*)	()	54,250	(BAL)	217,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	24,375	(*)	()	8,125	(BAL)	32,500
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 187,125			\$ 62,375		\$ 249,500

*75% STU funds not to exceed \$187,125

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---**LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency United City of Yorkville	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Engineering Enterprises, Inc.
County Kendall				Address 52 Wheeler Road
Section 15-00049-00-RS				City Sugar Grove
Project No. M-4003(577)				State IL
Job No. C-93-002-16				Zip Code 60554
Contact Name/Phone/E-mail Address Bart Olson/630-553-8357 bolson@yorkville.il.us				Contact Name/Phone/E-mail Address Brad Sanderson/630-466-6720 bsanderson@eeiweb.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Mill Street Route FAU 2517 Length 0.34 MI Structure No. N/A

Termini Illinois Route 126 (School House Road) to Washington Street

Description: This work consists of resurfacing, hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, restoration, pavement marking, and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ c. For soils, to obtain samples and perform testing as noted below.
 - ☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☒ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$28,256.53
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering	80-0450719	\$4,243.59
Sub-Consultant Total:		\$4,243.59
Prime Consultant Total:		\$28,256.53
Total for all Work:		\$32,500.12

Executed by the LA:

United City of Yorkville

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City _____ Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Engineering Enterprises, Inc.

ATTEST:

By: _____

By: _____

Title: Executive Assistant

Title: Vice President

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Engineering Enterprises DATE
Prime

12/18/15

ESCALATION FACTOR

0.92%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Senior Principal	\$67.31	\$67.93
Principal	\$56.64	\$57.16
Senior Project Manager	\$50.71	\$51.18
Project Manager	\$40.21	\$40.58
Sr. Project Engineer/Planner/Surveyor II	\$38.10	\$38.45
Sr. Project Engineer/Planner/Surveyor I	\$34.62	\$34.94
Project Engineer/Planner/Surveyor	\$28.25	\$28.51
Sr. Project Technician II	\$36.71	\$37.05
Sr. Project Technician I	\$32.20	\$32.50
Administrative Assistant	\$25.80	\$26.04

DF-824-039
REV 12/04
12/18/15

DATE _____

PSB

PRIME/SUPPLEMENT

United City of Yorkville

Section 15-00049-00-RS

Prime

Mill Street LAFO

Job: C-93-002-16, Proj. M-4003(577)

OVERHEAD RATE

1.9932

COMPLEXITY FACTOR

0

$$\text{FIXED FEE} = 14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$$
[illegible]

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

Printed 12/18/2015 9:09 AM

AVERAGE HOURLY PROJECT RATES

DF-824-039
REV 12/04

FIRM
PSB

PRIME/SUPPLEMENT
United City of Yorkville
Section 15-00049-00-RS

Engineering Enterprises, Inc.

Prime
Mill Street LAFO
Job: C-93-002-16, Proj. M-4003(577)

DATE 12/18/15

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Pro. Start & Close Out			Const. Inspect. & Doc.			Pro. Manage & Admin.			Material Testing		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Senior Principal	67.93	0														
Principal	57.16	12	4.84%	2.77	4	8.00%	4.57	4	2.30%	1.31	4	20.00%	11.43			
Senior Project Manager	51.18	0														
Project Manager	40.58	24	9.68%	3.93	4	8.00%	3.25	4	2.30%	0.93	16	80.00%	32.46			
Sr. Project Engineer/Planner/Surveyor II	38.45	0														
Sr. Project Engineer/Planner/Surveyor I	34.94	22	8.87%	3.10	6	12.00%	4.19	16	9.20%	3.21						
Project Engineer/Planner/Surveyor	28.51	186	75.00%	21.38	32	64.00%	18.25	150	86.21%	24.58				4	100.00%	28.51
Sr. Project Technician II	37.05	0														
Sr. Project Technician I	32.50	0														
Administrative Assistant	26.04	4	1.61%	0.42	4	8.00%	2.08									
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TOTALS		248	100%	\$31.60	50	100.00%	\$32.34	174	100%	\$30.04	20	100%	\$43.90	4	100%	\$28.51

1,092.93

PREPARED BY THE AGREEMENTS UNIT

Printed 12/18/2015 9:09 AM

SUMMARY OF DIRECT COSTS**Mill Street LAFO - United City of Yorkville****Kendall County****15-00049-00-RS****Engineering Enterprises, Inc.**

In-House Direct Costs	No.	Unit	Cost/Unit	Total Cost
Printing/Reports	250	Pages	\$0.10	\$25.00
Printing/Plans	0	Sheets	\$1.00	\$0.00
CAD	0	Hours	\$15.00	\$0.00
Vehicle - Surveying	18	Days	\$65.00	\$1,170.00
Subtotal				\$1,195.00
Outside Direct Costs	No.	Unit	Cost/Unit	Total Cost
Postage/Overnight Delivery	2	Each	\$15.00	\$30.00
Subtotal				\$30.00
TOTAL				\$1,225.00

Name	Engineering Enterprises, Inc
Address	52 Wheeler Road, Sugar Grove, IL
Telephone	630-466-6700
TIN Number	36-3150869

Local Agency	United City of Yorkville
Section Number	15-00049-00-RS
Project Number	M-4003(577)
Job Number	C-93-002-16

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Rubino Engineering	80-0450719	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date _____

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

December 3, 2015 (Revised January 5, 2016)

To: Timothy V. Weidner, P.E.
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
T: (630) 466-6752

Re: **Quality Assurance Testing Services**
Mill Street LAFO
Yorkville, IL

Rubino Proposal # Q15.406_REV

Via email: tweidner@eeiweb.com

Dear Mr. Weidner,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on various transportation related projects in Yorkville, IL.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on November 23rd and 25th and the following outlines our understanding of the requested scope of services:

Project Name and Description

Mill Street LAFO - Yorkville
15-00049-00-RS
FAU (2517) Mill Street
M-4003(577)
C-93-002-16
Contract 87634

General Scope of Services

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime

Rubino Engineering has estimated our fee based on the following number of days of testing needed below:

Concrete Testing	2 days
Hot Mix Asphalt Testing	3 days

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Total Estimated Fee = \$4,243.59 (See attached Exhibit A)

PROJECT SCHEDULING

Please contact Tim Dunne on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com

CLOSING

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

Respectfully submitted,
RUBINO ENGINEERING, INC.



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

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

AUTHORIZATION AND PROPOSAL ACCEPTANCE

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

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

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

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

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

7. Invoicing Address: _____

Attn: _____
Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through March 1, 2016 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of samples and transportation to lab (Does not include vehicle charge)	Per hour	\$ 87.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00
Soils - Density relationship		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sample preparation for the above tests (clay samples)	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 89.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 133.50
Per Hour Overtime Sundays and Holidays	\$ 169.10

MATERIAL TESTER - 2 - Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 93.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 139.50
Per Hour Overtime Sundays and Holidays	\$ 176.70

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
GPR Meter Rental	Per Day	\$ 250.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 100.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.

- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 14) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 15) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 16) Services and fees not listed on this schedule may be quoted on request.
- 17)

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

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

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

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

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

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

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

Exhibit A - Construction Engineering

Client: Engineering Enterprises, Inc.
 Local Agency: United City of Yorkville
 (Municipality/Township/County)
 Section: 15-00049-00-RS
 Project: M-4003 (577)
 Job No.: C-93-002-16

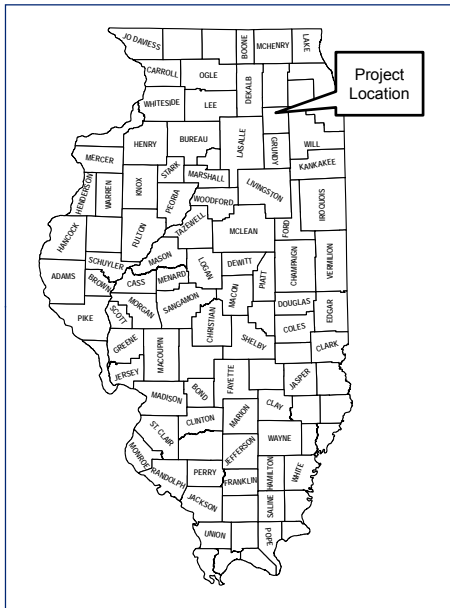
Overhead Rate	<u>110.00%</u>
Complexity Factor	<u>0.00</u>
Calendar Days	<u>182</u>

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Rubino - QA Concrete Testing (2 half days)	Material Tester 1	8	\$36.89	\$295.12	\$324.63		\$300.00	\$133.36	\$1,053.12
2 vehicle @\$65/trip, 10 @ \$17/ cyl									
Rubino - Cylinder/ Sample Pickup (3 trip)	Material Tester 1	6	\$36.89	\$221.34	\$243.47		\$195.00	\$95.67	\$755.49
3 vehicle @ \$65									
Rubino - Asph Testing (3 half days)	Material Tester 1	12	\$36.89	\$442.68	\$486.95		\$315.00	\$180.47	\$1,425.10
3 veh @ \$65/trip									
Nuc Density 3 @ \$40									
Project Management	Project Manager	3	\$40.00	\$100.00	\$110.00		\$672.00	\$127.89	\$1,009.89
Asphalt Lab, "D", "d", A/C, 2 @ \$336									
Totals		29		\$1,059.14	\$1,165.05		\$1,482.00	\$537.40	\$4,243.59



PROJECT BEGINS

PROJECT ENDS



Engineering Enterprises, Inc.

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



United City of Yorkville

800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	APRIL 2015
PROJECT NO.:	YO1510
BY:	CJO
PATH:	H:\GIS\PUBLIC\YORKVILLE\2015\
FILE:	YO1510-Mill St LAFO.MXD

MILL STREET (FAU 2517)

ATTACHMENT D
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS





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

Agenda Item Number

CA #5

Tracking Number

ADM 2016-02

Agenda Item Summary Memo

Title: Monthly Treasurer's Report for November and December 2015

Meeting and Date: City Council – January 26, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 01/20/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-02

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending November 30, 2015

	Cash Basis									
	Projected Beginning Fund Balance	November Revenues	YTD Revenues	Revenues Budget	% of Budget	November Expenses	YTD Expenses	Expenses Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	4,826,059	707,619	9,542,708	14,200,637	67%	1,395,363	7,831,687	14,190,635	55%	6,537,080
Special Revenue Funds										
15 - Motor Fuel Tax	920,282	10,011	158,980	484,000	33%	25,866	446,623	871,497	51%	632,639
79 - Parks and Recreation	557,536	115,839	1,129,070	1,583,231	71%	113,557	995,165	1,795,940	55%	691,441
72 - Land Cash	117,430	1,594	102,070	430,500	24%	-	13,005	580,832	2%	206,495
87 - Countryside TIF	(604,820)	1	1,741,077	100,000	1741%	20,076	1,684,123	96,571	1744%	(547,866)
88 - Downtown TIF	239,096	1,333	69,238	65,050	106%	2,876	8,146	406,030	2%	300,187
11 - Fox Hill SSA	15,462	144	7,072	7,073	100%	19,841	24,514	29,833	82%	(1,980)
12 - Sunflower SSA	(20,108)	159	18,609	18,608	100%	2,201	27,475	37,594	73%	(28,974)
Debt Service Fund										
42 - Debt Service	7,842	13,219	250,422	302,130	83%	100	31,241	310,775	10%	227,023
Capital Project Funds										
25 - Vehicle & Equipment	105,577	33,406	281,113	472,338	60%	65,519	289,574	616,130	47%	97,116
23 - City-Wide Capital	4,684,706	167,495	680,058	1,757,322	39%	657,801	2,201,587	5,900,204	37%	3,163,177
Enterprise Funds										
* 51 - Water	1,099,988	19,534	6,225,676	7,673,519	81%	170,188	1,498,109	7,949,715	19%	5,827,554
* 52 - Sewer	1,829,605	97,184	1,290,996	2,516,354	51%	48,923	886,840	2,941,087	30%	2,233,761
Library Funds										
82 - Library Operations	466,683	10,503	676,575	721,418	94%	47,262	381,452	716,122	53%	761,807
83 - Library Debt Service	-	9,449	746,625	749,876	100%	-	107,423	749,846	14%	639,203
84 - Library Capital	12,714	1,451	19,655	20,020	98%	1,853	9,282	11,895	78%	23,086
Total Funds	14,258,052	1,188,940	22,939,944	31,102,076	74%	2,571,425	16,436,245	37,204,706	44%	20,761,751

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending December 31, 2015

	Cash Basis									
	Projected Beginning Fund Balance	December Revenues	YTD Revenues	Revenues Budget	% of Budget	December Expenses	YTD Expenses	Expenses Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	4,826,059	1,268,721	10,811,429	14,200,637	76%	1,164,587	8,996,273	14,190,635	63%	6,641,215
Special Revenue Funds										
15 - Motor Fuel Tax	920,282	179,214	338,193	484,000	70%	(11,917)	434,705	871,497	50%	823,770
79 - Parks and Recreation	557,536	106,625	1,235,694	1,583,231	78%	143,422	1,138,587	1,795,940	63%	654,643
72 - Land Cash	117,430	3,499	105,569	430,500	25%	53	13,058	580,832	2%	209,941
87 - Countryside TIF	(604,820)	-	1,741,077	100,000	1741%	85	1,684,208	96,571	1744%	(547,951)
88 - Downtown TIF	239,096	0	69,238	65,050	106%	24,410	32,556	406,030	8%	275,777
11 - Fox Hill SSA	15,462	0	7,072	7,073	100%	286	24,800	29,833	83%	(2,265)
12 - Sunflower SSA	(20,108)	0	18,609	18,608	100%	619	28,094	37,594	75%	(29,593)
Debt Service Fund										
42 - Debt Service	7,842	12,342	262,764	302,130	87%	282,675	313,916	310,775	101%	(43,310)
Capital Project Funds										
25 - Vehicle & Equipment	105,577	37,302	318,415	472,338	67%	40,911	330,485	616,130	54%	93,507
23 - City-Wide Capital	4,684,706	450,429	1,130,487	1,757,322	64%	235,236	2,436,823	5,900,204	41%	3,378,370
Enterprise Funds										
* 51 - Water	1,099,988	576,066	6,801,741	7,673,519	89%	1,023,020	2,521,316	7,949,715	32%	5,380,413
* 52 - Sewer	1,829,605	300,727	1,591,723	2,516,354	63%	1,435,387	2,322,227	2,941,087	79%	1,099,102
Library Funds										
82 - Library Operations	466,683	3,362	679,937	721,418	94%	63,776	445,228	716,122	62%	701,393
83 - Library Debt Service	-	7	746,633	749,876	100%	642,423	749,845	749,846	100%	(3,212)
84 - Library Capital	12,714	2,301	21,956	20,020	110%	4,364	13,646	11,895	115%	21,024
Total Funds	14,258,052	2,940,594	25,880,538	31,102,076	83%	5,049,335	21,485,767	37,204,706	58%	18,652,822

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number

CA #6

Tracking Number

ADM 2016-08

Agenda Item Summary Memo

Title: Special Tax Refunding Bonds, Series 2016

Meeting and Date: City Council – January 26, 2016

Synopsis: Autumn Creek (2005-108) and Bristol Bay (2005-109) SSA Bond Refundings

Council Action Previously Taken:

Date of Action: ADM – 01/20/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-08

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: January 12, 2016
Subject: Autumn Creek & Bristol Bay SSA Bond Refundings

Summary

Update on the Special Service Area (SSA) bond refundings for Autumn Creek (2005-108) and Bristol Bay (2005-109).

Background

The Autumn Creek SSA (2005-108) was originally developed by Centex Homes and consists of approximately 265 acres of land located on the northwest side of US Route 34, east of Illinois Route 47 and west of Bristol Ridge Road. The Bristol Bay SSA (2005-109) was originally developed by Pulte Homes and consists of 269 acres of land located at Illinois Route 47 and Galena Road. As currently developed, these two special service areas include 556 Single Family Homes, 384 Condominiums and 430 Townhomes.

Recently William Blair & Company made a proposal to staff to refinance the bonds associated with the two special service areas mentioned above. As shown on the attached proposal from Wm. Blair (Exhibit A - page 3), both SSA's issued bonds in 2006 in the amounts of \$14.98M and \$19.0M, respectively. Current principal outstanding for the Autumn Creek SSA bonds are \$11.994M, with an annual coupon rate of 6.00%. Current principal outstanding for the Bristol Bay SSA bonds are \$17.799M, with an annual coupon rate of 5.875%. Based on the projected variances between existing and proposed debt service amounts (Exhibit A - page 8), the combined refinancing of these two bonds would yield substantial nominal savings in excess of \$5.8M (present value of \$2.84M) over the remaining life of the bonds. Average nominal yearly savings to homeowners in these SSA's is projected as follows: Autumn Creek - \$225 for Single Family Homes and \$190 for Townhomes; Bristol Bay - \$240 for Single Family Homes, \$195 for Townhomes and \$165 for Condominiums.

Recommendation

Due to the substantial savings in interest expense, along with additional savings in administrative costs (one bond trustee & dissemination agent - instead of two) it is the recommendation of staff that the City proceed with the combined refinancing of the Autumn Creek and Bristol Bay SSA bonds. A parameters ordinance (i.e. bond ordinance), authorizing the SSA bond refinancing, will be presented for approval at the January 26th City Council meeting. A draft of the parameters ordinance has been attached (Exhibit B) for your review. Assuming passage of the ordinance at the January 26th meeting, the bonds are scheduled to close in the latter half of February. Once the bonds close, a revised abatement ordinance for the Autumn Creek & Bristol Bay SSA's will be presented for approval at the February 23rd City Council meeting, so that residents of these special service areas can take immediate advantage of the savings generated from the refinancing.



Exhibit A

October 2015

United City of Yorkville Proposal to Refinance the Bonds Relating to:

Special Service Area Number 2005-108 - Autumn Creek
Special Service Area Number 2005-109 - Bristol Bay

William Blair

William Blair would like to propose the refunding of the United City of Yorkville's Special Service Area bonds for Autumn Creek and Bristol Bay. Given current interest rates, the savings available to homeowners as a result of the refinancing could be substantial.

Bonds to be Refunded

Project	Type	Series	Original Par	Current Outstanding	Coupon Rate
Autumn Creek	Special Service Area Bonds	2006	\$14,980,000	\$11,994,000	6.00%
Bristol Bay	Special Service Area Bonds	2006	\$19,000,000	\$17,799,000	5.875%

Benefits

The benefits include:

- As a larger issue the new bonds can be insured
- Lower interest rates on the bonds
- Lower transactional costs
- Lower ongoing administrative costs
 - One bond trustee
 - One dissemination agent
- Substantial savings to the property owners

Structural Issues

Bond Insurance

- Obtaining bond insurance for the combined special service area issue is now possible
- Insurance premiums will be expensive but will still allow for annual savings to the property owner

Action Items

The Village would need to engage William Blair to move forward.

William Blair would need to:

- Revise the number runs and complete due diligence
- Work with Assured Guaranty or Build America Mutual to procure municipal bond insurance
- Work with David Tausig , the Administrator, to update the payment and delinquency lists

United City of Yorkville, Illinois

Speical Service Areas 2005-108 and 2005-109

Debt Service Coverage - Series 2015A

(Base Case)

Period Ending	2015A			Fees		Total Debt Service	Special Tax		Total Special Tax	D/S Coverage
	Principal	Interest	Debt Service	Trustee	Admin		2005-108	2005-109		
3/1/2016	-	-	-	-	-	-	1,022,414	1,505,992	2,528,406	
3/1/2017	805,000	1,206,903	2,011,903	5,000	35,000	2,051,903	1,037,610	1,528,689	2,566,299	1.251
3/1/2018	875,000	1,167,381	2,042,381	5,000	35,000	2,082,381	1,053,288	1,551,666	2,604,954	1.251
3/1/2019	925,000	1,147,606	2,072,606	5,075	35,525	2,113,206	1,068,966	1,574,850	2,643,816	1.251
3/1/2020	975,000	1,124,851	2,099,851	5,151	36,058	2,141,060	1,085,126	1,598,526	2,683,652	1.253
3/1/2021	1,030,000	1,098,526	2,128,526	5,228	36,599	2,170,353	1,101,286	1,622,482	2,723,768	1.255
3/1/2022	1,090,000	1,068,759	2,158,759	5,307	37,148	2,201,214	1,117,786	1,646,645	2,764,431	1.256
3/1/2023	1,155,000	1,035,078	2,190,078	5,386	37,705	2,233,169	1,134,428	1,671,373	2,805,801	1.256
3/1/2024	1,225,000	997,079	2,222,079	5,467	38,271	2,265,816	1,151,410	1,696,308	2,847,718	1.257
3/1/2025	1,300,000	955,184	2,255,184	5,549	38,845	2,299,577	1,168,534	1,721,808	2,890,342	1.257
3/1/2026	1,380,000	909,294	2,289,294	5,632	39,427	2,334,353	1,185,998	1,747,515	2,933,513	1.257
3/1/2027	1,465,000	858,924	2,323,924	5,717	40,019	2,369,659	1,203,944	1,773,709	2,977,653	1.257
3/1/2028	1,565,000	794,903	2,359,903	5,803	40,619	2,406,325	1,221,890	1,800,188	3,022,078	1.256
3/1/2029	1,665,000	726,513	2,391,513	5,890	41,228	2,438,630	1,240,318	1,827,154	3,067,472	1.258
3/1/2030	1,775,000	653,752	2,428,752	5,978	41,847	2,476,577	1,258,746	1,854,612	3,113,358	1.257
3/1/2031	1,885,000	576,185	2,461,185	6,068	42,474	2,509,727	1,277,656	1,882,557	3,160,213	1.259
3/1/2032	2,000,000	493,810	2,493,810	6,159	43,111	2,543,080	1,296,906	1,910,580	3,207,486	1.261
3/1/2033	2,125,000	406,410	2,531,410	6,251	43,758	2,581,419	1,316,298	1,939,297	3,255,595	1.261
3/1/2034	2,255,000	313,548	2,568,548	6,345	44,414	2,619,307	1,336,030	1,968,579	3,304,609	1.262
3/1/2035	2,390,000	215,004	2,605,004	6,440	45,081	2,656,525	1,356,244	1,998,068	3,354,312	1.263
3/1/2036	2,530,000	110,561	2,640,561	6,537	45,757	2,692,855	1,376,600	2,028,329	3,404,929	1.264
	\$ 30,415,000	\$ 15,860,268	\$ 46,275,268			\$ 47,187,137				

United City of Yorkville, Illinois

Speical Service Areas 2005-108 and 2005-109

Savings per Parcel

(Base Case)

Period Ending	Current Debt Service			New Combined Debt Service			Total Savings	Interest Savings Per Unit				
	Principal	Interest	Debt Service	Principal	Interest	Debt Service		2005-108		2005-109		
								SFH	TH	SFH		Unplatted
3/1/2016		881,003	881,003	-	-	-		-	-	-	-	-
3/1/2017	532,000	1,735,663	2,267,663	805,000	1,206,903	2,011,903	255,759	224.44	190.85	242.37	196.43	165.54
3/1/2018	596,000	1,704,144	2,300,144	875,000	1,167,381	2,042,381	257,763	226.20	192.36	244.21	198.00	166.83
3/1/2019	665,000	1,668,833	2,333,833	925,000	1,147,606	2,072,606	261,227	229.23	194.95	247.51	200.68	169.06
3/1/2020	735,000	1,629,433	2,364,433	975,000	1,124,851	2,099,851	264,582	232.18	197.48	250.71	203.19	171.25
3/1/2021	814,000	1,585,885	2,399,885	1,030,000	1,098,526	2,128,526	271,359	238.11	202.54	257.14	208.42	175.64
3/1/2022	897,000	1,537,655	2,434,655	1,090,000	1,068,759	2,158,759	275,896	242.12	205.89	261.48	211.88	178.55
3/1/2023	986,000	1,484,508	2,470,508	1,155,000	1,035,078	2,190,078	280,430	246.07	209.29	265.76	215.38	181.50
3/1/2024	1,080,000	1,426,086	2,506,086	1,225,000	997,079	2,222,079	284,008	249.23	211.93	269.18	218.11	183.81
3/1/2025	1,181,000	1,362,095	2,543,095	1,300,000	955,184	2,255,184	287,912	252.61	214.86	272.84	221.14	186.37
3/1/2026	1,291,000	1,292,119	2,583,119	1,380,000	909,294	2,289,294	293,825	257.82	219.25	278.45	225.66	190.21
3/1/2027	1,402,000	1,215,623	2,617,623	1,465,000	858,924	2,323,924	293,699	257.73	219.17	278.35	225.58	190.07
3/1/2028	1,525,000	1,132,550	2,657,550	1,565,000	794,903	2,359,903	297,647	261.20	222.10	282.08	228.60	192.65
3/1/2029	1,654,000	1,042,189	2,696,189	1,665,000	726,513	2,391,513	304,676	267.38	227.35	288.74	234.01	197.16
3/1/2030	1,791,000	944,183	2,735,183	1,775,000	653,752	2,428,752	306,431	268.90	228.64	290.45	235.33	198.33
3/1/2031	1,937,000	838,058	2,775,058	1,885,000	576,185	2,461,185	313,873	275.41	234.20	297.56	241.05	203.11
3/1/2032	2,091,000	723,280	2,814,280	2,000,000	493,810	2,493,810	320,470	281.26	239.09	303.74	246.09	207.42
3/1/2033	2,257,000	599,378	2,856,378	2,125,000	406,410	2,531,410	324,968	285.18	242.46	308.04	249.55	210.32
3/1/2034	2,432,000	465,638	2,897,638	2,255,000	313,548	2,568,548	329,090	288.80	245.48	311.90	252.75	213.01
3/1/2035	2,615,000	321,525	2,936,525	2,390,000	215,004	2,605,004	331,521	290.97	247.28	314.19	254.60	214.57
3/1/2036	2,811,000	166,569	2,977,569	2,530,000	110,561	2,640,561	337,008	295.74	251.40	319.40	258.82	218.14
	\$ 29,292,000	\$ 23,756,412	\$ 53,048,412	\$ 30,415,000	\$ 15,860,268	\$ 46,275,268	\$ 5,892,141					

Notice and Disclaimer

The accompanying information was obtained from sources which William Blair & Company, L.L.C. believes to be reliable but does not guarantee its accuracy and completeness.

The material has been prepared solely for informational purposes and is not a solicitation of an offer to buy or sell any security or instrument or to participate in any trading strategy.

Historical data is not an indication of future results.

The opinions expressed are our own unless otherwise stated.

Per Rule G-23 we are providing the information contained in this proposal for discussion purposes in anticipation of serving as an underwriter. In our capacity as underwriter, our primary role will be to purchase the Bonds as a principal in a commercial, arms' length transaction and not as a municipal advisor, financial advisor, or fiduciary to the issuer regardless of whether we, or an affiliate has or is currently acting as such on a separate transaction. The information we provide to the issuer is not intended to be and should not construed as "advice" within meaning of Section 15B of the Securities Exchange Act of 1934, and we encourage the issuer to consult with its own legal, account, tax, financial and other advisors, as applicable, to the extent it deems appropriate. We will have financial and other interests that differ from that of the issuer.

Additional information is available upon request.

Please contact us for further information:

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UNITED CITY OF YORKVILLE

KENDALL COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER _____

AN ORDINANCE PROVIDING FOR ISSUANCE OF
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBERS 2005-108 AND 2005-109
SPECIAL TAX REFUNDING BONDS, SERIES 2016

ADOPTED BY THE

CITY COUNCIL

OF THE

UNITED CITY OF YORKVILLE

KENDALL COUNTY

STATE OF ILLINOIS

The ____ day of _____, 20__

Published in pamphlet form by authority of the City Council of the United City of Yorkville,
Kendall County, Illinois this ____ day of _____, 20__.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR ISSUANCE OF
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBERS 2005-108 AND 2005-109
SPECIAL TAX REFUNDING BONDS, SERIES 2016**

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

Section 1. Findings and Declarations. It is found and declared by the City Council of the United City of Yorkville, Kendall County, Illinois (the “City”) as follows:

a. The City has previously established (i) Special Service Area Number 2005-108 described more fully in Exhibit A-1 to this Ordinance pursuant to Ordinance Number 2006-25 adopted on March 28, 2006 (the “SSA 2005-108 Establishing Ordinance”) and (ii) Special Service Area Number 2005-109 described more fully in Exhibit A-2 to this Ordinance pursuant to Ordinance Number 2006-17 adopted on March 14, 2006 (the “SSA 2005-109 Establishing Ordinance” and together with the SSA 2005-108 Establishing Ordinance collectively, the “Establishing Ordinance”), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the “Special Service Area Act”) and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the City to provide special services benefiting Special Service Area Number 2005-108 and Special Service Area Number 2005-109 (collectively, the “Special Service Areas”) consisting of the acquisition, construction and installation of public improvements including, but not limited to, engineering, surveying, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, public park improvements and tree installation, costs for land and easement acquisitions or dedications relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs to serve the Special Service Areas (the “Special Services”).

c. The City previously issued \$14,980,000 principal amount of its Special Service Area Number 2005-108 Special Tax Bonds, Series 2006 (Autumn Creek Project) and \$19,000,000 principal amount of its Special Service Area Number 2005-109 Special Tax Bonds, Series 2006 (Bristol Bay I Project) (collectively, the “Prior Bonds”) for the purpose of paying a portion of the costs of the Special Services.

d. In order to achieve debt service savings, it is in the best interests of the City to refund all of the Prior Bonds.

e. The City does not have sufficient funds on hand or available from other sources with which to pay the costs associated with refunding the Prior Bonds.

f. It is in the best interests of the City to issue an aggregate principal amount of not to exceed \$_____ of its Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (the “Bonds”) as provided in this Ordinance and the Bond Order as defined in Section 2 hereof, to (i) pay or provide funds to refund all of the Prior Bonds, (ii) fund any necessary reserve funds, (iii) pay the insurance premium for the Bonds, if insured and (iv) pay the costs associated with the issuance of the Bonds and the refunding of the Prior Bonds.

g. The City expects that the aggregate payments of principal of and interest on the Bonds will be less than the aggregate payments of principal of and interest on the Outstanding Prior Bonds.

h. The notice and hearing requirements set forth in Section 27-45 of the Special Service Area Act do not apply to the Bonds because the interest rate on the Bonds and the maximum period of time over which the Bonds will be retired will not be greater than that set forth in the notices for the Prior Bonds. In addition, the debt service on the Bonds will not exceed the debt service to be paid over the remaining duration of the Prior Bonds and the amount needed to fund the Special Reserve, and the Administrative Expense Fund.

i. After due publication of a notice as required by the Special Service Area Act, a public hearing to consider the establishment of the Special Service Areas, the issuance of the Prior Bonds for the purpose of paying the costs of the Special Services and the manner in which the Prior Bonds were proposed to be retired and the proposed tax levies, was held in accordance with law. No objection petitions were filed with respect to the establishment of the Special Service Area or the issuance of the Prior Bonds within the period of time allowed pursuant to the Special Service Area Act.

Section 2. Issuance of Bonds. The City shall borrow the sum of not to exceed \$_____ by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated “United City of Yorkville, Kendall County, Illinois Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016,” and shall be issued for the purpose of providing a portion of the funds needed for refunding all of the Prior Bonds which Prior Bonds were issued to provide funds needed to pay the Costs of the Special Services. The Bonds shall be issued pursuant to the powers of the City pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (the “Debt Act”).

The Mayor is hereby authorized and directed to establish the final terms of the Bonds as set forth in the City’s Bond Order to be executed by the Mayor and attested by the City Clerk (the “Bond Order”), but only within the parameters or on such terms as set forth in Section

4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the City. The Bonds shall be issued in such principal amounts, and shall mature on such dates and bear interest at such rates and be subject to redemption as set forth in the Bond Order.

Section 3. Approval of Documents. There have been submitted to the City Council forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the “Indenture”) between the City and Amalgamated Bank of Chicago, as Trustee, to be dated as of February 1, 2016, which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Bond Purchase Agreement (the “Bond Purchase Agreement”) between the City and William Blair & Company, L.L.C., as Underwriter (the “Underwriter”) to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the City, which form of Bond Purchase Agreement is attached as Exhibit C to this Ordinance;

c. a form of the preliminary Official Statement (the “Official Statement”) used by the Underwriter in its initial offering of the Bonds, which form of Official Statement is attached as Exhibit D to this Ordinance; and

d. a form of the Continuing Disclosure Agreement by and between the City and Amalgamated Bank of Chicago, which form of agreement is attached as Exhibit E to this Ordinance.

e. a form of a Consulting Agreement (the “Consulting Agreement”) to be entered into by and between the Village and David Taussig & Associates, Inc. (the “Consultant”) providing for the administrative services to the Special Service Areas which agreement is attached as Exhibit F to this Ordinance.

Such documents are approved as to form and substance and the Mayor and the City Clerk of the City are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the City in the forms submitted with such additions, deletions and completions of the same (including the establishment of the terms of the Bonds within the parameters set forth in this Ordinance) as the Mayor and the City Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the City, as provided herein, each such document will be binding on the City; from and after the execution and delivery of each such document, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the City, and shall be available for public inspection at the office of the City Clerk. Either the Mayor or the City Clerk is authorized and directed, subject to the terms of the Bond Purchase Agreement as executed, to execute the final Official Statement in substantially the form of the preliminary Official Statement presented hereto with such changes, additions or deletions

as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other matters. The Mayor and the City Clerk are authorized to obtain a Bond Insurance Policy insuring the payment of principal of and interest on the Bonds when due (the "Policy") from a bond insurer (a "Bond Insurer") if the Mayor determines such Policy to be beneficial in connection with the sale of the Bonds. The Mayor and City Clerk are hereby authorized on behalf of the City, to make such customary covenants and agreements with the Bond Insurer as are not inconsistent with the terms of this Ordinance and as may be required by the Bond Insurer to issue its Policy.

Section 4. Bond Terms; Bond Order. The Bonds shall be issued as provided in the Indenture and shall be issued in the principal amount of not to exceed \$_____, shall be dated, shall mature, shall bear interest at the rates (not to exceed in any year six and one half percent (6.50%) per annum) and shall be subject to redemption at the times and prices as set forth in the Indenture, and shall be sold to the Underwriter at a purchase price of not less than 98.5% of the principal amount of the Bonds with an original issue discount or premium of not to exceed 5% of the principal amount of the Bonds, all as set forth in the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk shall evidence their approval of the terms of the Bonds set forth above. The Bond Order shall specify the principal amount of the Bonds, the date of the Bonds, the interest rate on the Bonds, the redemption provisions of the Bonds, the purchase price of the Bonds, the identity of any Bond Insurer, if any, and the final form of any commitment to provide the bond insurance Policy and may include such other terms as are deemed necessary to provide for the sale of the Bonds which are not inconsistent with this Ordinance. The Bond Order shall also provide for the abatement of any special taxes levied for the Prior Bonds to be refunded. The execution and delivery of the Bond Order, the Bond Purchase Agreement and the Indenture by the Mayor and the City Clerk shall evidence their approval of the terms of the Bonds set forth above.

Section 5. Execution and Delivery of Bonds. The Mayor and the City Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed to it (or a facsimile of that seal printed on it). The Mayor and the City Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Tax; Pledge. The Bonds shall constitute limited obligations of the City, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the City and neither the full faith and credit nor the unlimited taxing power of the City shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Area in accordance with the Special Tax Roll and Reports (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds (as defined in the Indenture) at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds and any indebtedness issued to refund the Bonds for each year at the interest rates to be set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the City and Kendall County, if any, for each year and to fund and replenish any reserve fund created and established pursuant to the Indenture including specifically the following amounts for the following years (the “Special Taxes”):

<u>Year of Levy</u>	<u>For SSA 2005-108 An Amount Sufficient to Produce the Sum of:</u>	<u>For SSA 2005-109 An Amount Sufficient to Produce the Sum of:</u>
2016	\$	\$
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

Pursuant to the Special Tax Rolls established by the Special Tax Roll and Reports prepared by David Taussig and Associates for the Special Service Areas (the “Special Tax Roll and Reports”), the Special Taxes shall be computed, extended and collected and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinances and the Special Tax Roll and Reports. It shall be the duty of the City and the City hereby covenants, annually on or before the last Tuesday of December for each of the years 2016 through 2034 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the Special Tax Requirement (as defined in the Indenture); to amend the Special Tax Rolls pursuant to Section VI.E. of the Special Tax Roll and Reports; to adopt an ordinance approving the amount of the current calendar year’s Special Tax Requirement and abating the Special Taxes levied pursuant to this Ordinance to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Consultant pursuant to the Establishing Ordinance and the Special Tax Roll and Reports; and provide the County tax collector of Kendall County the amended Special Tax Roll. On or before the last Tuesday of January for each of the years 2017 through 2035 the City shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The City shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement of such taxes as provided by law but only as set forth in Section 7(a) below.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in Section 6.1 of the Indenture.

Section 7. Special Covenants. The City covenants with the holders of the Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds, amounts held under the Indenture or any other funds of the City which would result in making interest on the Bonds subject to federal income taxes by reason of causing the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds. The Mayor, the City Clerk, the City Treasurer and other Authorized Officers of the City are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds shall not constitute arbitrage bonds as so defined.

The City further covenants with the holders of the Bonds from time to time outstanding that:

a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinances, including enforcement of the Special Taxes by providing the County of Kendall with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector's annual tax sale and in the event the tax lien is forfeited at such tax sale upon request of any Bond Insurer by instituting proceedings, including assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding;

b. it will not take any action which would adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by the Special Tax Roll and Reports and to release the lien on a parcel upon prepayment of the Special Tax for such parcel as described in the Indenture and as provided in this Ordinance; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the City shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes as described in paragraph (a) above.

Promptly following the date of issuance of the Bonds, the City shall file with the County an Ordinance abating the Special Taxes levied for the Prior Bonds pursuant to the bond ordinances adopted for the Prior Bonds for levy years 2016 through 2034 or such other dates as are specified in the Bond Order.

Section 8. Additional Authority. The Mayor, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bond and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. Amounts on deposit in the funds and accounts created for the Prior Bonds may be applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund established for the Prior Bonds, may be transferred to the Bond and Interest Fund or any reserve fund created for the Bonds to the extent not needed to defease the Prior Bonds as provided in the Bond Order.

The Prior Bonds to be refunded shall be called for redemption on the earliest date for which notice of redemption may be provided in accordance with the Trust Indentures of the Village pursuant to which the Prior Bonds were authorized (the “Prior Indentures”) and as specified in the Bond Order, at a price equal to 102% of the principal amount thereof, plus accrued interest to the redemption date. Such redemption shall be conducted in accordance with the provisions of the Prior Indentures.

Section 10. Filing of Ordinance. The City Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kendall County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The City Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS this ____ day of _____, 20__.

VOTING AYE: _____
VOTING NAY: _____
ABSENT: _____
ABSTAINED: _____
NOT VOTING: _____

APPROVED:

Mayor

ATTEST:

City Clerk

Exhibit A-1

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBER 2005-108

PARCEL 1:

THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE STAKE SAID TO BE OVER THE ORIGINAL LOCATION OF A STONE IN THE CENTER LINE OF THE BRISTOL AND OSWEGO ROAD, PREVIOUSLY DESCRIBED AS BEING 23.05 CHAINS WEST AND NORTH 35 DEGREES 30 MINUTES WEST 11.02 CHAINS FROM THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 34 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 23 MINUTES 07 SECONDS WITH THE CENTERLINE OF U.S. ROUTE 34, MEASURED FROM NORTHEAST TO NORTHWEST, 2,054.60 FEET FOR POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 08 MINUTES 00 SECONDS WEST, 825.40 FEET; THENCE NORTH 38 DEGREES 06 MINUTES 00 SECONDS WEST, 1,803.88 FEET TO THE CENTER LINE OF KENNEDY ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 1,581.49 FEET TO A POINT WHICH IS 350.0 FEET SOUTHWESTERLY OF, AS MEASURED ALONG SAID CENTER LINE, THE MOST EASTERLY CORNER OF BRISTOL LAKE SUBDIVISION; THENCE SOUTH 38 DEGREES 15 MINUTES 40 SECONDS EAST, 1,639.93 FEET TO A LINE DRAWN NORTH 52 DEGREES 45 MINUTES 17 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 45 MINUTES 17 SECONDS WEST, 750.69 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH HALF OF SECTION 15 AND THAT PART OF THE NORTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF BRISTOL LAKE SUBDIVISION, AS PER THE PLAT THEREOF FILED FOR RECORD AS DOCUMENT 137733 IN PLAT BOOK 10 AT PAGE 58 ON MAY 10, 1962; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION 1988.0 FEET TO THE NORTHEASTERLY CORNER OF SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 180 DEGREES 13 MINUTES 25 SECONDS MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 895.02 FEET TO AN EXISTING IRON PIPE STAKE; THENCE EASTERLY ALONG AN OLD FENCE LINE FORMING AN INTERIOR ANGLE OF 58 DEGREES 15 MINUTES 28 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1298.88 FEET (19.68 CHAINS) TO AN IRON PIPE STAKE HEREWITH PLACED; THENCE SOUTHEASTERLY ALONG AN OLD ESTABLISHED LINE OF OCCUPATION FORMING AN INTERIOR ANGLE OF 124 DEGREES 23 MINUTES 38 SECONDS WITH THE LAST DESCRIBED COURSE A DISTANCE OF 2185.47 FEET TO AN EXISTING IRON PIPE STAKE ON THE CENTER

LINE OF KENNEDY ROAD WHICH IS 1213.59 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING, AS MEASURED ALONG SAID CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 1213.59 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF BRISTOL LAKE SUBDIVISION AS PER THE PLAT THEREOF FILED FOR RECORD AS DOCUMENT 137733 IN PLAT BOOK 10 AT PAGE 58 ON MAY 10, 1962; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF KENNEDY ROAD, WHICH MAKES AN ANGLE OF 88 DEGREES 58 MINUTES 47 SECONDS WITH THE NORTHEASTERLY LINE OF SAID SUBDIVISION, MEASURED CLOCKWISE THEREFROM, A DISTANCE OF 1213.59 FEET; THENCE SOUTHERLY ALONG AN OLD EXISTING LINE OF OCCUPATION FORMING AN INTERIOR ANGLE OF 94 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1228.39 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE AFORESAID CENTER LINE OF KENNEDY ROAD, 1348.57; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 37 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE A DISTANCE OF 1224.23 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BRISTOL LAKE SUBDIVISION WHICH IS 0.46 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 0.46 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT LAND CONVEYED TO KENNETH D. DOTY, JR., IN DEED RECORDED AS DOCUMENT NUMBER R85-5973, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF BRISTOL LAKE SUBDIVISION; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF KENNEDY ROAD, 299.54 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 287.11 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 306.88 FEET TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO HERBERT L. RUCKS BY A WARRANTY DEED RECORDED AUGUST 1, 1966 IN BOOK 149 ON PAGE 303; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO A POINT ON SAID CENTER LINE WHICH IS 0.46 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 0.46 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS).

PARCEL 4:

THAT PART OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF BRISTOL LAKE SUBDIVISION AS PER THE

PLAT THEREOF FILED FOR RECORD AS DOCUMENT 137733 IN PLAT BOOK 10 AT PAGE 58 ON MAY 10, 1962; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF KENNEDY ROAD WHICH MAKES AN ANGLE OF 88 DEGREES 58 MINUTES 47 SECONDS WITH THE NORTHEASTERLY LINE OF SAID SUBDIVISION, MEASURED CLOCKWISE THEREFROM, A DISTANCE OF 1213.59 FEET; THENCE SOUTHERLY ALONG AN OLD EXISTING LINE OF OCCUPATION FORMING AN INTERIOR ANGLE OF 94 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1228.39 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE AFORESAID CENTER LINE OF KENNEDY ROAD, 1364.57 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE 1348.57 FEET TO THE PENULTIMATE DESCRIBED POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 94 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 1402.38 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 84 DEGREES 52 MINUTES 28 SECONDS WITH THE LAST DESCRIBED COURSE (BEING A LINE DRAWN PARALLEL WITH THE CENTER LINE OF U.S. HIGHWAY ROUTE 34) A DISTANCE OF 2301.24 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN NORTH 35 DEGREES 30 MINUTES WEST FROM A POINT ON THE SOUTHERLY LINE OF SAID SECTION 22 WHICH IS 23.03 CHAINS WEST OF THE SOUTHEAST CORNER OF SAID SECTION 22 (SAID LINE FORMING AN INTERIOR ANGLE OF 93 DEGREES 23 MINUTES 07 SECONDS WITH THE LAST DESCRIBED COURSE) A DISTANCE OF 914.67 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 92 DEGREES 15 MINUTES 44 SECONDS WITH THE LAST DESCRIBED COURSE 877.73 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 263 DEGREES 11 MINUTES 34 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 392.38 TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF BRISTOL LAKE SUBDIVISION AS PER THE PLAT THEREOF FILED FOR RECORD AS DOCUMENT 137733 IN PLAT BOOK 10, PAGE 58 ON MAY 10, 1962; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF KENNEDY ROAD FORMING AN ANGLE OF 88 DEGREES 58 MINUTES 47 SECONDS WITH THE NORTHEASTERLY LINE OF SAID SUBDIVISION, MEASURED CLOCKWISE THEREFROM, A DISTANCE OF 1213.59 FEET; THENCE SOUTHERLY ALONG AN OLD EXISTING LINE OF OCCUPATION FORMING AN INTERIOR ANGLE OF 94 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, 2630.77 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 1142.51 FEET TO THE CENTER LINE OF U.S. HIGHWAY ROUTE 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE FORMING AN INTERIOR ANGLE WITH THE LAST DESCRIBED COURSE OF 84 DEGREES 52 MINUTES 28 SECONDS, 2336.0 FEET TO AN EXISTING IRON PIPE STAKE SAID TO BE OVER THE ORIGINAL LOCATION OF A STONE IN THE CENTER LINE OF THE ORIGINAL BRISTOL AND OSWEGO ROAD PREVIOUSLY

DESCRIBED AS BEING 23.05 CHAINS WEST AND THENCE NORTH 35 DEGREES 30 MINUTES WEST 11.02 CHAINS FROM THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 35 DEGREES 30 MINUTES WEST ALONG A LINE FORMING AN INTERIOR ANGLE OF 93 DEGREES 23 MINUTES 07 SECONDS WITH THE LAST DESCRIBED COURSE 1139.93 FEET TO A LINE DRAWN SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF SAID ROUTE NO. 34 FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE FORMING AN INTERIOR ANGLE OF 86 DEGREES 36 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE 2301.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 27, IN BRISTOL LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 137733 IN PLAT BOOK 10, AT PAGE 58, ON MAY 10, 1962; THENCE SOUTH 33 DEGREES 58 MINUTES 14 SECONDS EAST 33.00 FEET TO THE CENTERLINE OF KENNEDY ROAD; THENCE NORTH 55 DEGREES 00 MINUTES 21 SECONDS EAST 299.54 FEET AS MEASURED ALONG SAID CENTERLINE; THENCE SOUTH 34 DEGREES 59 MINUTES 39 SECONDS EAST 287.11 FEET; THENCE SOUTH 55 DEGREES 00 MINUTES 21 SECONDS WEST 306.92 FEET; THENCE SOUTH 33 DEGREES 37 MINUTES 35 SECONDS EAST 1,329.42 FEET; THENCE SOUTH 47 DEGREES 27 MINUTES 46 SECONDS EAST 1,247.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 46 MINUTES 42 SECONDS EAST 65.00 FEET; THENCE SOUTH 27 DEGREES 32 MINUTES 48 SECONDS EAST 238.32 FEET; THENCE SOUTH 34 DEGREES 46 MINUTES 42 SECONDS EAST 588.35 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34 PER GRANT DATED APRIL 13, 1923 AND RECORDED APRIL 18, 1923 IN BOOK 76, PAGE 82, AND BY GRANT DATED APRIL 7, 1923 AND RECORDED APRIL 18, 1923 IN DEED RECORDED IN BOOK 76, PAGE 30; THENCE SOUTH 55 DEGREES 12 MINUTES 58 SECONDS WEST 997.93 FEET AS MEASURED ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 38 DEGREES 09 MINUTES 48 SECONDS WEST 891.55 FEET; THENCE NORTH 55 DEGREES 13 MINUTES 34 SECONDS EAST 1,080.56 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PINS:

Parcel 1: 02-22-176-004

Parcel 2: 02-22-127-001 and 02-15-376-001

Parcel 3: 02-22-251-002

Parcel 4: 02-22-251-002

Parcel 5: 02-22-400-001

Exhibit A-2

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBER 2005-109

[Portion North of Galena Road]

THAT PART OF SECTIONS 4 AND 9 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 05 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1087.07 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 14 MINUTES 26 SECONDS EAST, 725.09 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, 1087.08 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 14 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 1924.04 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, 1582.30 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 11520.00 FEET AND A CHORD BEARING OF NORTH 72 DEGREES 24 MINUTES 24 SECONDS, AN ARC LENGTH OF 1132.95 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, 50.13 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 21 SECONDS EAST, 882.65 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, 600.00 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 21 SECONDS WEST, 539.21 FEET; THENCE NORTH 75 DEGREES 29 MINUTES 39 SECONDS WEST, 208.25 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 08 SECONDS WEST, 115.27 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 680.00 FEET AND A CHORD BEARING OF SOUTH 08 DEGREES 42 MINUTES 26 SECONDS WEST, AN ARC LENGTH OF 140.94 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 41 SECONDS WEST, 143.79 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 30 DEGREES 17 MINUTES 29 SECONDS EAST, AN ARC LENGTH OF 39.21 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, 1040.30 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, 222.94 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, 368.68 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 05 SECONDS WEST, 831.41 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 40 SECONDS WEST, 331.94 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 56 SECONDS WEST, 949.25 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 40 SECONDS EAST, 385.09 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 52 SECONDS WEST, 379.98 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 40 SECONDS WEST, 331.75 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 06 SECONDS EAST, 907.69 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST, 335.39 FEET TO THE EAST RIGHT OF WAY LINE OF

ILLINOIS ROUTE NO. 47; THENCE NORTH 00 DEGREES 57 MINUTES 52 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, 80.01 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST, 171.45 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 06 SECONDS EAST, 5.72 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 05 MINUTES 15 SECONDS EAST, ALONG SAID NORTH LINE, 2990.11 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PIN's

02-09-200-006
02-04-400-001
02-04-300-001
02-04-300-004
02-09-100-012
02-09-200-006
02-04-400-001

[Portion south of Galena Road]

THAT PART OF SECTIONS 9 AND 10 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 16.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 42 MINUTES 16 SECONDS EAST, 1391.17 FEET; THENCE NORTH 14 DEGREES 45 MINUTES 06 SECONDS EAST, 1940.59 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, 1563.43 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 21 SECONDS WEST, 250.00 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, 350.00 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 21 SECONDS EAST, 250.00 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, 144.21 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11400.00 FEET AND A CHORD BEARING OF SOUTH 71 DEGREES 42 MINUTES 58 SECONDS EAST, AN ARC LENGTH OF 1395.73 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 45 SECONDS WEST, 324.61 FEET; THENCE SOUTH 08 DEGREES 47 MINUTES 21 SECONDS EAST, 103.70 FEET; THENCE SOUTH 07 DEGREES 55 MINUTES 29 SECONDS EAST, 102.94 FEET; THENCE SOUTH 21 DEGREES 01 MINUTES 10 SECONDS EAST, 102.94 FEET; THENCE SOUTH 37 DEGREES 33 MINUTES 02 SECONDS EAST, 103.76 FEET; THENCE SOUTH 59 DEGREES 21 MINUTES 35 SECONDS EAST, 103.34 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 15 SECONDS EAST, 728.53 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 04 SECONDS EAST, 149.67 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 46 SECONDS EAST, 61.99 FEET; THENCE SOUTH 29 DEGREES 42 MINUTES 01

SECONDS EAST, 63.34 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 58
SECONDS EAST, 393.83 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 32
SECONDS EAST, 202.95 FEET; THENCE SOUTH 13 DEGREES 09 MINUTES 03
SECONDS WEST, 13.75 FEET; THENCE NORTH 76 DEGREES 50 MINUTES 57
SECONDS WEST, 477.07 FEET; THENCE SOUTH 13 DEGREES 09 MINUTES 09
SECONDS WEST, 246.59 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 27
SECONDS EAST, 163.94 FEET; THENCE SOUTH 12 DEGREES 43 MINUTES 25
SECONDS WEST, 205.80 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89 DEGREES 03 MINUTES
52 SECONDS WEST, ALONG SAID SOUTH LINE, 955.11 FEET; THENCE SOUTH 89
DEGREES 01 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF THE
NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 2656.76 FEET;
THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS WEST, 1343.04 FEET TO THE
POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN's

02-09-200-005
02-09-100-008
02-09-400-001
02-10-300-001

Exhibit B

Exhibit C

Exhibit D

Exhibit E



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$1,548,222.55

Meeting and Date: City Council – January 26, 2016

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested:

Submitted by: _____ Amy Simmons _____ Finance
Name Department

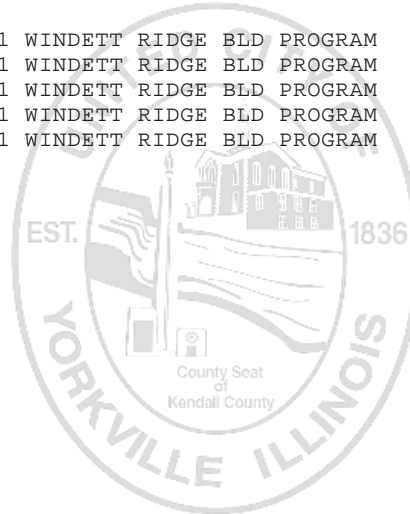
Agenda Item Notes:

DATE: 01/13/16
TIME: 08:02:33
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/13/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
521300	ILTREASU	STATE OF ILLINOIS TREASURER					
	109358		01/01/16	01	GAME FARM RD/SOMONAUK STREET	23-230-60-00-6073	396,924.93
					INVOICE TOTAL:		396,924.93 *
					CHECK TOTAL:		396,924.93
521301	R0001578	TONYA M. TIRA					
	20150476-BUILD		01/05/16	01	511 WINDETT RIDGE BLD PROGRAM	23-000-24-00-2445	2,764.40
				02	511 WINDETT RIDGE BLD PROGRAM	25-000-24-20-2445	300.00
				03	511 WINDETT RIDGE BLD PROGRAM	25-000-24-21-2445	900.00
				04	511 WINDETT RIDGE BLD PROGRAM	42-000-24-00-2445	50.00
				05	511 WINDETT RIDGE BLD PROGRAM	51-000-24-00-2445	870.00
					INVOICE TOTAL:		4,884.40 *
					CHECK TOTAL:		4,884.40
					TOTAL AMOUNT PAID:		401,809.33



01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 01/15/16
TIME: 11:50:55
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-A.SIMMONS	12/31/15	01	KONICA 11/10-12/09 COPY CHARGE		01-110-54-00-5430	107.60
			02	KONICA 11/10-12/09 COPY CHARGE		01-120-54-00-5430	35.88
			03	KONICA 11/10-12/09 COPY CHARGE		01-220-54-00-5430	57.95
			04	KONICA 11/10-12/09 COPY CHARGE		01-210-54-00-5430	321.36
			05	KONICA 11/10-12/09 COPY CHARGE		01-410-54-00-5462	1.84
			06	KONICA 11/10-12/09 COPY CHARGE		51-510-54-00-5430	1.85
			07	KONICA 11/10-12/09 COPY CHARGE		52-520-54-00-5430	1.85
			08	KONICA 11/10-12/09 COPY CHARGE		79-790-54-00-5462	18.47
			09	KONICA 11/10-12/09 COPY CHARGE		79-795-54-00-5462	18.48
			10	COMCAST-11/30-12/29 INTERNET		01-110-54-00-5440	15.52
			11	COMCAST-11/30-12/29 INTERNET		01-220-54-00-5440	11.64
			12	COMCAST-11/30-12/29 INTERNET		01-120-54-00-5440	15.55
			13	COMCAST-11/30-12/29 INTERNET		79-790-54-00-5440	21.34
			14	COMCAST-11/30-12/29 INTERNET		01-210-54-00-5440	100.90
			15	COMCAST-11/30-12/29 INTERNET		79-795-54-00-5440	21.34
			16	COMCAST-11/30-12/29 INTERNET		52-520-54-00-5440	11.64
			17	COMCAST-11/30-12/29 INTERNET		01-410-54-00-5440	15.52
			18	COMCAST-11/30-12/29 INTERNET		51-510-54-00-5440	19.40
			19	RIVERVIEW-REPAIRED OIL LEAK		79-790-56-00-5640	449.71
				INVOICE TOTAL:			1,247.84 *
	012516-B.OLSEM	12/31/15	01	WAREHOUSE DIRECT-RED INK		01-110-56-00-5610	243.86
			02	REFILL, PAPER, CORRECTION		** COMMENT **	
			03	TAPE, TAPE		** COMMENT **	
				INVOICE TOTAL:			243.86 *
	012516-B.OLSON	12/31/15	01	COMMERCIAL GRADE WALL CLOCK		01-110-56-00-5610	79.59
				INVOICE TOTAL:			79.59 *
	012516-B.REISINGER	12/31/15	01	NRPA ANNUAL MEMBERSHIP DUES		79-795-54-00-5460	295.00
			02	NRPA ANNUAL MEMBERSHIP DUES		79-790-54-00-5462	295.00
			03	AMAZON-BULLETIN BAR		79-790-56-00-5610	99.60
			04	ARAMARK #1590219064-UNIFORMS		79-790-56-00-5600	47.55
			05	ARAMARK #1590247569-UNIFORMS		79-790-56-00-5600	47.55
			06	ARAMARK #1590257176-UNIFORMS		79-790-56-00-5600	47.55
			07	ARAMARK #1590266590-UNIFORMS		79-790-56-00-5600	78.04
			08	TRUGREEN-GRANDE RESERVE LAWN		51-510-54-00-5445	812.00
			09	APPLICATION		** COMMENT **	
			10	ARAMARK #1590275868-UNIFORMS		79-790-56-00-5600	47.55
			11	ARAMARK #1590285198-UNIFORMS		79-790-56-00-5600	47.55
			12	COMCAST-11/29-12/28 CABLE &		79-790-54-00-5440	78.91
			13	PHONE		** COMMENT **	
			14	COMCAST-11/29-12/28 INTERNET		01-110-54-00-5440	5.33
			15	COMCAST-11/29-12/28 INTERNET		01-220-54-00-5440	4.00
			16	COMCAST-11/29-12/28 INTERNET		01-120-54-00-5440	5.33

DATE: 01/15/16
TIME: 11:50:55
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-B.REISINGER	12/31/15	17	COMCAST-11/29-12/28 INTERNET		79-790-54-00-5440	7.32
			18	COMCAST-11/29-12/28 INTERNET		01-210-54-00-5440	34.62
			19	COMCAST-11/29-12/28 INTERNET		79-795-54-00-5440	7.32
			20	COMCAST-11/29-12/28 INTERNET		52-520-54-00-5440	4.00
			21	COMCAST-11/29-12/28 INTERNET		01-410-54-00-5440	5.33
			22	COMCAST-11/29-12/28 INTERNET		51-510-54-00-5440	6.65
			23	AT&T UVERSE-11/24-12/23 TOWN		79-795-54-00-5440	52.00
			24	SQUARE SIGN		** COMMENT **	
			25	SESAC-MUSIC LICENSE RENEWAL		79-795-56-00-5602	378.00
				INVOICE TOTAL:			2,406.20 *
	012516-D.BEHRENS	12/31/15	01	GASOLINE		52-520-56-00-5695	34.65
				INVOICE TOTAL:			34.65 *
	012516-D.BROWN	12/31/15	01	KENDALL CO HEALTH-SHOTS		52-520-54-00-5462	71.47
				INVOICE TOTAL:			71.47 *
	012516-D.HENNE	12/31/15	01	IMSA ANNUAL DUES		01-410-54-00-5412	85.00
			02	HOME DEPO-RETURN AIR GRILLE		23-216-56-00-5656	13.25
				INVOICE TOTAL:			98.25 *
	012516-E.DHUSE	12/31/15	01	WATER SERVICES#23970-REPAIR OF		51-510-54-00-5445	646.77
			02	WATERMAIN		** COMMENT **	
			03	NAPA#124531-LUBRICANT, FUSE		01-410-56-00-5628	17.57
			04	NAPA#124751-BRAKE PADS CREDIT		79-790-56-00-5640	-13.15
			05	NAPA#124753-POWERATED BELT		52-520-56-00-5613	18.91
			06	NAPA#124743-BRAKE PADS, BRAKE		79-790-56-00-5640	67.57
			07	GREASE LUBRICANT		** COMMENT **	
			08	NAPA#124909-AIR FILTER		01-410-56-00-5628	26.97
			09	NAPA#125140-REFUND CREDIT		01-410-56-00-5628	-76.58
			10	NAPA#125141-JACK		01-410-56-00-5630	249.00
			11	NAPA#126396-U BOLT		01-410-56-00-5628	2.69
			12	ARAMARK#1590257172-UNIFORMS		01-410-56-00-5600	44.98
			13	ARAMARK#1590257172-UNIFORMS		51-510-56-00-5600	44.99
			14	ARAMARK#1590257172-UNIFORMS		52-520-56-00-5600	44.99
			15	ARAMARK#1590266588-UNIFORMS		01-410-56-00-5600	58.79
			16	ARAMARK#1590266588-UNIFORMS		51-510-56-00-5600	58.79
			17	ARAMARK#1590266588-UNIFORMS		52-520-56-00-5600	58.79
			18	NAPA#125732-BRAKE FLUID		79-790-56-00-5640	13.07
			19	RIVRVIEW-REPLACED SPARK PLUGS,		01-410-56-00-5628	511.59
			20	RIVRVIEW-REPLACED SPARK PLUG		** COMMENT **	
			21	BOOTS & COIL		** COMMENT **	
			22	RIVRVIEW-TUBE		01-410-56-00-5628	16.54
			23	RIVRVIEW-REPAIRED BRAKE FLUID		01-410-56-00-5628	404.54
			24	LEAK		** COMMENT **	

DATE: 01/15/16
TIME: 11:50:55
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-E.DHUSE	12/31/15	25	RIVRVIEW-REPLACED REAR ROTORS,		79-790-56-00-5640	477.76
			26	CALIPERS, AND PADS		** COMMENT **	
			27	RIVRVIEW-ROTOR ASSEMBLY		79-790-56-00-5640	267.90
			28	NAPA#125921-FUEL FILTER		51-510-56-00-5628	11.12
			29	NAPA#126002-GAUGE, CHUCK HD		79-790-56-00-5640	44.26
			30	ARAMARK#1590275865-UNIFORMS		01-410-56-00-5600	54.41
			31	ARAMARK#1590275865-UNIFORMS		51-510-56-00-5600	54.44
			32	ARAMARK#1590275865-UNIFORMS		52-520-56-00-5600	27.22
			33	ARAMARK#1590285196-UNIFORMS		01-410-56-00-5600	120.89
			34	ARAMARK#1590285196-UNIFORMS		51-510-56-00-5600	50.78
			35	ARAMARK#1590285196-UNIFORMS		52-520-56-00-5600	25.38
				INVOICE TOTAL:			3,330.98 *
	012516-J.BAUER	12/31/15	01	FARM&FLEET-JACKET & BIBS		51-510-56-00-5600	199.98
				INVOICE TOTAL:			199.98 *
	012516-J.COLLINS	12/31/15	01	OFFICE MAX-DRY ERASE BOARD		01-410-56-00-5620	37.88
				INVOICE TOTAL:			37.88 *
	012516-J.DYON	12/31/15	01	SAMS-NAPKINS, CUPS, PAPER		01-110-56-00-5610	36.42
			02	PLATES		** COMMENT **	
				INVOICE TOTAL:			36.42 *
	012516-J.WEISS	12/31/15	01	NCG CINEMAS-TEEN PROGRAM		82-000-24-00-2480	35.00
			02	CHRISTMAS GIFT CARDS		** COMMENT **	
			03	TARGET-CANDY, BAKING SUPPLIES,		82-820-56-00-5671	95.17
			04	PLATES, GIFT BAGS, CRAFT SETS		** COMMENT **	
				INVOICE TOTAL:			130.17 *
	012516-K.BARKSDALE	12/31/15	01	MODERN OFFICE-1 OFFICE CHAIR		01-220-56-00-5610	429.00
			02	MODERN OFFICE-6 OFFICE CHAIRS		01-220-56-00-5610	1,614.00
				INVOICE TOTAL:			2,043.00 *
	012516-L.HILT	12/31/15	01	DAVES AUTO#23741-SQUAD REPAIR		01-210-54-00-5495	372.00
			02	AUTO ZONE-CAR MATS		01-210-56-00-5620	27.99
			03	STREICHER#I1183775-ROAD FLARES		01-210-56-00-5620	425.00
			04	DAVES AUTO#23763-SQUAD REPAIRS		01-210-54-00-5495	1,247.00
			05	DAVES AUTO#23770-SQUAD REPAIRS		01-210-54-00-5495	710.00
			06	VERIZON-DEC 2015 IN CAR UNITS		01-210-54-00-5440	418.15
			07	IACP ANNUAL MEMBERSHIP RENEWAL		01-210-54-00-5460	95.00
				INVOICE TOTAL:			3,295.14 *
	012516-M.PFISTER	12/31/15	01	VMI 2500 BUFFER AND SUPPLIES		82-000-24-00-2480	794.96
			02	AMAZON-CORDLESS PHONE BATTERY		82-820-56-00-5610	15.17
			03	AMAZON-MARACAS		82-820-56-00-5671	10.00
				INVOICE TOTAL:			820.13 *

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900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-N.DECKER	12/31/15	01	SHRED-IT ON SITE SHREDDING		01-210-54-00-5462	372.56
			02	ACCURINT NOV 2015 SEARCHES		01-210-54-00-5462	88.50
			03	MINER ELECT#258793-REPLACED		01-210-54-00-5495	47.50
			04	FUSE ON RELAY FUSE BOARD		** COMMENT **	
			05	MINER ELECT#258794-REPAIRED		01-210-54-00-5495	47.50
			06	MONITOR MOUNT		** COMMENT **	
			07	MINER ELECT#258803-RESEATED		01-210-54-00-5495	47.50
			08	CABLE ON DVR AND REBOOTED		** COMMENT **	
			09	NAPA#124940-HEADLIGHT BULBS		01-210-56-00-5620	115.90
			10	AMAZON-16GB SANDICK CRUSERS		01-210-56-00-5610	64.05
			11	AMAZON-TRAIL CAMERA SECURITY		01-210-56-00-5620	38.99
			12	BOX		** COMMENT **	
			13	AT&T#6305533436-11/25-12-24		01-210-54-00-5440	99.46
			14	SERVICE		** COMMENT **	
			15	WHY TEENS KILL TRAINING FOR		01-210-54-00-5412	125.00
			16	1 PERSON		** COMMENT **	
			17	COMCAST-12/08-01/07 CABLE		01-210-54-00-5440	4.27
			18	AMAZON-ADJUSTABLE LOCKING		01-210-56-00-5620	20.24
			19	CABLE		** COMMENT **	
				INVOICE TOTAL:			1,071.47 *
	012516-P.RATOS	12/31/15	01	ICC MEMBERSHIP RENEWAL		01-220-54-00-5460	316.25
				INVOICE TOTAL:			316.25 *
	012516-R.FREDRICKSON	12/31/15	01	COMCAST-11/10-12/09 CABLE,		82-820-54-00-5440	386.96
			02	VOICE & INTERNET		** COMMENT **	
			03	COMCAST-11/24-12/23 INTERNET		01-110-54-00-5440	29.24
			04	COMCAST-11/24-12/23 INTERNET		01-220-54-00-5440	21.93
			05	COMCAST-11/24-12/23 INTERNET		01-120-54-00-5440	29.24
			06	COMCAST-11/24-12/23 INTERNET		79-790-54-00-5440	40.20
			07	COMCAST-11/24-12/23 INTERNET		01-210-54-00-5440	190.02
			08	COMCAST-11/24-12/23 INTERNET		79-795-54-00-5440	40.20
			09	COMCAST-11/24-12/23 INTERNET		52-520-54-00-5440	21.93
			10	COMCAST-11/24-12/23 INTERNET		01-410-54-00-5440	29.24
			11	COMCAST-11/24-12/23 INTERNET		51-510-54-00-5440	139.40
			12	VERIZON-NOV 2015 CELL CHARGES		01-220-54-00-5440	217.41
			13	VERIZON-NOV 2015 CELL CHARGES		01-210-54-00-5440	583.67
			14	VERIZON-NOV 2015 CELL CHARGES		79-790-54-00-5440	-32.04
			15	VERIZON-NOV 2015 CELL CHARGES		79-795-54-00-5440	118.71
			16	VERIZON-NOV 2015 CELL CHARGES		51-510-54-00-5440	405.38
			17	VERIZON-NOV 2015 CELL CHARGES		01-410-54-00-5440	93.69
			18	VERIZON-NOV 2015 CELL CHARGES		52-520-54-00-5440	100.99
			19	COMCAST-12/10-01/09 CABLE,		82-820-54-00-5440	386.96
			20	INTERNET & VOICE		** COMMENT **	
			21	NEWTEK-MONTHLY WEBSITE UPKEEP		01-640-54-00-5450	15.95

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900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-R.FREDRICKSON	12/31/15	22	IL FINANCIAL FORCAST FORUM		01-120-54-00-5412	99.00
			23	REGISTRATION		** COMMENT **	
						INVOICE TOTAL:	2,918.08 *
	012516-R.HARMON	12/31/15	01	DISCOUNT SCHL-GLUE STICKS,		79-795-56-00-5606	43.06
			02	BINGO MARKERS, CBLOCK MATS		** COMMENT **	
			03	HOBBY LOBBY-CHRISTMAS CRAFT		79-795-56-00-5606	42.82
			04	SUPPLIES		** COMMENT **	
			05	LAKESHORE-GEO BUILDERS, MATH		79-795-56-00-5606	151.95
			06	ACTIVITY CENTER, MAGNETIC		** COMMENT **	
			07	VEHICLES, BALL TRACK		** COMMENT **	
			08	WALMART-DEC PRESCHOOL SUPPLIES		79-795-56-00-5606	50.75
			09	MICHAELS-DEC. PRESCHOOL CRAFT		79-795-56-00-5606	19.39
			10	SUPPLIES		** COMMENT **	
			11	TARGET-TAPES, ORNAMENT		79-795-56-00-5606	10.19
			12	HOME DEPO-PAINT , PAINT TRAYS,		79-795-56-00-5640	164.59
			13	LINERS		** COMMENT **	
			14	EBAY-LITTLE PEOPLE GARAGE TOY		79-795-56-00-5606	48.85
			15	CHALKBOARD-PRESCHOOL PROGRAM		79-795-56-00-5606	96.28
			16	SUPPLIES		** COMMENT **	
			17	HOBBLY LOBBY-JAN PRESCHOOL		79-795-56-00-5606	14.99
			18	CRAFT SUPPLIES		** COMMENT **	
			19	HOME DEPO-PAINT		79-795-56-00-5640	63.96
			20	OFFICE DEPO-PAPER, FASTNERS		79-795-56-00-5606	37.45
						INVOICE TOTAL:	744.28 *
	012516-R.HORNER	12/31/15	01	FARM&FLEET-3 JACKETS, 2 BIBS		79-790-56-00-5600	429.95
						INVOICE TOTAL:	429.95 *
	012516-R.MIKOLASEK	12/31/15	01	GIFT CARDS FOR TOBACCO		01-210-56-00-5620	100.00
			02	ENFORCEMENT SPECIAL AGENTS		** COMMENT **	
			03	NIKON-5 EVIDENCE CAMERAS		01-210-56-00-5620	530.98
			04	NIKON-CREDIT FOR TAX CHARGED		01-210-56-00-5620	-31.23
			05	MENARDS-STUDS, SCREWS		01-000-24-00-2440	965.35
						INVOICE TOTAL:	1,565.10 *
	012516-R.WRIGHT	12/31/15	01	ILCMA SPEED COACHING SEMINAR		01-110-54-00-5412	25.00
			02	SHAW MEDIA-PRESCHOOL AD		79-795-54-00-5426	255.00
			03	ANT-HARASSMENT TRAINING		01-110-56-00-5610	33.27
			04	REFRESHMENTS		** COMMENT **	
			05	RUSH COPLEY-DOT TESTING		52-520-54-00-5462	60.00
			06	RUSH COPLEY-NEW EMPLOYEE		79-795-54-00-5462	120.00
			07	TESTING		** COMMENT **	
						INVOICE TOTAL:	493.27 *
	012516-S.REDMON	12/31/15	01	POSTAGE FOR SANTA LETTERS		79-795-56-00-5606	9.80

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900023	FNBO	FIRST NATIONAL BANK OMAHA			01/25/16		
	012516-S.REDMON	12/31/15	02	CAR WASH		79-795-56-00-5640	5.00
						INVOICE TOTAL:	14.80 *
	012516-T.EVANS	12/31/15	01	CPRP RENEWAL FEE		79-795-54-00-5412	70.00
						INVOICE TOTAL:	70.00 *
	012516-T.HOULE	12/31/15	01	MENARDS-COUPLER, BASIN PLUG,		79-790-56-00-5640	296.50
			02	PVC TILE TAPE, ADAPTER		** COMMENT **	
						INVOICE TOTAL:	296.50 *
	012516-T.KLINGEL	12/31/15	01	IACP ANNUAL MEMBERSHIP		01-210-54-00-5460	95.00
						INVOICE TOTAL:	95.00 *
	012516-T.KONEN	12/31/15	01	HOME DEPO-GLOVES, LOAD BINDER,		51-510-56-00-5628	128.99
			02	HOOKS, COIL CHAIN		** COMMENT **	
			03	HOME DEPO-SAFETY STAPLES, LED		51-510-56-00-5640	66.09
			04	GLASS		** COMMENT **	
			05	RIVRVIEW-REPLACED SPARK PLUGS		51-510-54-00-5490	412.92
			06	AND IGNITION BOOTS		** COMMENT **	
			07	INTERSTATE-GENERATOR REPAIR		51-510-54-00-5445	613.36
			08	RIVRVIEW-REPLACED STARTER		51-510-54-00-5490	347.06
			09	MOTOR AND REPAIRED CABLE WIRE		** COMMENT **	
						INVOICE TOTAL:	1,568.42 *
	012516-T.NELSON	12/31/15	01	WRIST SWEATBANDS		79-795-56-00-5606	54.78
						INVOICE TOTAL:	54.78 *
	012516-T.SOELKE	12/31/15	01	AUTO ZONE-APPLICATOR PADS, CAR		52-520-56-00-5620	55.64
			02	WASH, CLEANER WAX, TIRE WET		** COMMENT **	
						INVOICE TOTAL:	55.64 *
	012516-UCOY	12/31/15	01	NOVEMBER 2015 REFUSE SERVICE		01-540-54-00-5442	100,431.10
			02	NOVEMBER 2015 REFUSE SERVICE		01-540-54-00-5441	2,606.78
			03	NOVEMBER 2015 SENIOR CIRCUIT		01-540-54-00-5441	168.30
			04	BREAKER REFUSE SERVICE		** COMMENT **	
						INVOICE TOTAL:	103,206.18 *
						CHECK TOTAL:	126,975.28
						TOTAL AMOUNT PAID:	126,975.28

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521304	ACTION	ACTION GRAPHIX LTD					
	5594R		12/17/15	01	BANNER	79-790-56-00-5640	69.40
						INVOICE TOTAL:	69.40 *
	5610R		01/08/16	01	SKATE RULES BANNER	79-795-56-00-5606	90.00
						INVOICE TOTAL:	90.00 *
						CHECK TOTAL:	159.40
521305	ADVANCED	ADVANCED ELEVATOR					
	38471		12/22/15	01	TROUBLESHOOT ELEVATOR PROBLEM	23-216-54-00-5446	502.13
						INVOICE TOTAL:	502.13 *
						CHECK TOTAL:	502.13
521306	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0610412-IN		12/16/15	01	MIDGET FUSE, FUSE HOLDER	01-410-56-00-5640	107.80
						INVOICE TOTAL:	107.80 *
	0610792-IN		12/15/15	01	R02 REPLACEMENT LENSE	01-410-56-00-5640	151.24
						INVOICE TOTAL:	151.24 *
	0611598-IN		12/23/15	01	PHOTOCONTROL	01-410-56-00-5640	85.02
						INVOICE TOTAL:	85.02 *
	0611599-IN		12/23/15	01	PHOTOCONTROL	01-410-56-00-5640	85.02
						INVOICE TOTAL:	85.02 *
	0611600-IN		12/23/15	01	PHOTOCONTROL	01-410-56-00-5640	170.04
						INVOICE TOTAL:	170.04 *
	0611965-IN		12/29/15	01	HALIDE LAMP	01-410-56-00-5640	29.88
						INVOICE TOTAL:	29.88 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521306	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0612928-IN		01/05/16	01	LIGHTING CONTROL RELAY	01-410-56-00-5640	106.85
					INVOICE TOTAL:		106.85 *
					CHECK TOTAL:		735.85
521307	ATLAS	ATLAS BOBCAT					
	BV3888		11/21/15	01	WEDGE PIVOT	01-410-56-00-5628	51.42
					INVOICE TOTAL:		51.42 *
					CHECK TOTAL:		51.42
521308	ATT	AT&T					
	6305536805-1215		12/25/15	01	12/25-01/24 SERVICE	51-510-54-00-5440	179.39
					INVOICE TOTAL:		179.39 *
					CHECK TOTAL:		179.39
521309	ATTGLOB	AT&T GLOBAL SERVICES, INC.					
	IL823686		01/07/16	01	01/07-07/06 MAINTENANCE BLLING	01-110-54-00-5462	1,472.40
					INVOICE TOTAL:		1,472.40 *
					CHECK TOTAL:		1,472.40
521310	ATTINTER	AT&T					
	6451730303		01/10/15	01	01/10-02/09 ROUTER	01-110-54-00-5440	489.18
					INVOICE TOTAL:		489.18 *
					CHECK TOTAL:		489.18
521311	BATTERY	BATTERY SERVICE CORPORATION					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521311	BATTERY S	BATTERY SERVICE CORPORATION					
	264305		12/18/15	01	CITY HALL ELEVATOR BATTERIES	23-216-56-00-5656	18.22
					INVOICE TOTAL:		18.22 *
	264405		12/23/15	01	BATTERIES	51-510-56-00-5628	181.40
					INVOICE TOTAL:		181.40 *
					CHECK TOTAL:		199.62
521312	BAUMANN J	JAMES BAUMANN					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
521313	BCBS	BLUE CROSS BLUE SHIELD					
	011116		01/11/16	01	FEB 2016 HEALTH INSURANCE	01-110-52-00-5216	5,786.48
				02	FEB 2016 HEALTH INSURANCE	01-110-52-00-5235	-1,742.52
				03	FEB 2016 HEALTH INSURANCE	01-120-52-00-5216	1,742.52
				04	FEB 2016 HEALTH INSURANCE	01-210-52-00-5216	44,778.06
				05	FEB 2016 HEALTH INSURANCE	01-220-52-00-5216	5,765.95
				06	FEB 2016 HEALTH INSURANCE	01-410-52-00-5216	9,440.14
				07	FEB 2016 HEALTH INSURANCE	01-640-52-00-5240	7,097.94
				08	FEB 2016 HEALTH INSURANCE	79-790-52-00-5216	7,814.20
				09	FEB 2016 HEALTH INSURANCE	79-795-52-00-5216	5,829.07
				10	FEB 2016 HEALTH INSURANCE	51-510-52-00-5216	9,484.02
				11	FEB 2016 HEALTH INSURANCE	52-520-52-00-5216	3,440.02
				12	FEB 2016 HEALTH INSURANCE	82-820-52-00-5216	5,174.15
					INVOICE TOTAL:		104,610.03 *
					CHECK TOTAL:		104,610.03
521314	BENNETTG	BENNETT, GARY L.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521314	BENNETTG	BENNETT, GARY L.					
	010116		01/01/16	01	JAN-JUN BRUSH DISPOSAL	01-540-54-00-5443	600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
521315	BNYMGLOB	THE BANK OF NEW YORK MELLON					
	252-1917412		01/06/16	01	REFUNDING BOND SERIES 2014	87-870-54-00-5498	535.00
				02	01/06/16-01/05/17 ADMIN FEE	** COMMENT **	
					INVOICE TOTAL:		535.00 *
					CHECK TOTAL:		535.00
521316	BPAMOCO	BP AMOCO OIL COMPANY					
	46220489		12/24/15	01	DEC 2015 GASOLINE	01-210-56-00-5695	215.81
					INVOICE TOTAL:		215.81 *
					CHECK TOTAL:		215.81
521317	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	97527386		12/23/15	01	YOUTH BASKETBALL TSHIRTS &	79-795-56-00-5606	7,325.89
				02	TANKS	** COMMENT **	
					INVOICE TOTAL:		7,325.89 *
	97527390		12/23/15	01	YOUTH BASKETBALL SHIRTS	79-795-56-00-5606	40.00
					INVOICE TOTAL:		40.00 *
	97545086		01/05/16	01	T SHIRT	79-795-56-00-5606	20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		7,385.89
521318	BUGGITER	BUG GIT-ERS LLC					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521318	BUGGITER	BUG GIT-ERS LLC					
	2946		12/23/15	01	MONTHLY PEST CONTROL	23-216-54-00-5446	85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	85.00
521319	BUILDERS	BUILDERS ASPHALT LLC					
	17102		12/09/15	01	COLD PATCH	15-155-56-00-5633	1,500.75
						INVOICE TOTAL:	1,500.75 *
						CHECK TOTAL:	1,500.75
521320	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1211242-1130059-0116		01/15/16	01	DEC 2015 ADMIN LINES	01-110-54-00-5440	288.33
				02	DEC 2015 CITY HALL NORTEL	01-110-54-00-5440	138.44
				03	DEC 2015 CITY HALL NORTEL	01-210-54-00-5440	138.44
				04	DEC 2015 CITY HALL NORTEL	51-510-54-00-5440	138.44
				05	DEC 2015 POLICE LINES	01-210-54-00-5440	733.74
				06	DEC 2015 CITY HALL FIRE	01-210-54-00-5440	123.65
				07	DEC 2015 CITY HALL FIRE	01-110-54-00-5440	123.65
				08	DEC 2015 PW LINES	51-510-54-00-5440	1,278.93
				09	DEC 2015 PARKS LINES	79-790-54-00-5440	43.18
				10	DEC 2015 RECRESTION LINES	79-795-54-00-5440	138.45
						INVOICE TOTAL:	3,145.25 *
	6305535401-0115		01/15/16	01	DEC 2015 PW NEW LINE	51-510-54-00-5440	144.63
						INVOICE TOTAL:	144.63 *
						CHECK TOTAL:	3,289.88
521321	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	37126		12/21/15	01	PAPER TOWEL	52-520-56-00-5620	59.38
						INVOICE TOTAL:	59.38 *
						CHECK TOTAL:	59.38

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521322	CARGILL	CARGILL, INC					
	2902613546		12/30/15	01	BULK ROCK SALT	51-510-56-00-5638	2,953.61
						INVOICE TOTAL:	2,953.61 *
						CHECK TOTAL:	2,953.61
521323	CARSTAR	CARSTAR					
	RO#29922		12/03/15	01	CHEVY IMPALA ACCIDENT REPAIR	01-210-54-00-5495	2,442.02
						INVOICE TOTAL:	2,442.02 *
						CHECK TOTAL:	2,442.02
521324	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	5650		12/15/15	01	GRAVEL	51-510-56-00-5620	560.77
						INVOICE TOTAL:	560.77 *
						CHECK TOTAL:	560.77
521325	CHITRIB	THE BEACON NEWS					
	002397679		11/01/15	01	TAX LEVY PUBLIC NOTICE	01-110-54-00-5426	531.40
						INVOICE TOTAL:	531.40 *
						CHECK TOTAL:	531.40
521326	CINTASFP	CINTAS CORPORATION NO. 2					
	F9400128933		12/24/15	01	610 TOWER ALARM INSPECTION	51-510-54-00-5445	320.00
						INVOICE TOTAL:	320.00 *
	F9400128936		12/24/15	01	2344 TREMONT ALARM INSPECTION	51-510-54-00-5445	320.00
						INVOICE TOTAL:	320.00 *
	F9400128937		12/24/15	01	3299 LEHMAN CROSSING ALARM	51-510-54-00-5445	320.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521326	CINTASFP	CINTAS CORPORATION NO. 2					
	F9400128937		12/24/15	02	INSPECTION	** COMMENT ** INVOICE TOTAL:	320.00 *
	F9400129532		12/31/15	01	610 TOWER ALARM REPAIR	51-510-54-00-5445 INVOICE TOTAL:	221.00 221.00 *
	F9400129533		12/31/15	01	2344 TREMONT ALARM REPAIR	51-510-54-00-5445 INVOICE TOTAL:	85.00 85.00 *
					CHECK TOTAL:		1,266.00
521327	COLLEPRO	COLLECTION PROFESSIONALS INC.					
	214830-J-123115		12/31/15	01	COMMISSION ON COLLECTIONS	51-510-54-00-5462 INVOICE TOTAL:	434.49 434.49 *
					CHECK TOTAL:		434.49
521328	COMED	COMMONWEALTH EDISON					
	0185079109-1215		01/04/16	01	11/30-01/04 420 FAIRHAVEN	52-520-54-00-5480 INVOICE TOTAL:	174.66 174.66 *
	0435113116-1215		01/07/16	01	12/02-01/06 RT25 & BEECHER	15-155-54-00-5482	99.17
				02	12/02-01/06 RT25 & BEECHER	01-410-54-00-5480 INVOICE TOTAL:	18.08 117.25 *
	0663112230-1215		12/30/15	01	11/25-12/29 103 1/2 BEAVER	51-510-54-00-5480 INVOICE TOTAL:	111.50 111.50 *
	0903040077-1215		12/30/15	01	11/10-12/30 MISC STREET LIGHTS	15-155-54-00-5482	2,404.60
				02	11/10-12/30 MISC STREET LIGHTS	01-410-54-00-5480 INVOICE TOTAL:	57.08 2,461.68 *
	0908014004-1215		01/04/16	01	12/01-01/04 6780 RT47 WELL	51-510-54-00-5480 INVOICE TOTAL:	118.06 118.06 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521328	COMED	COMMONWEALTH EDISON					
		0966038077-1215	12/29/15	01	11/30-12/29 456 KENNEDY RD	15-155-54-00-5482	97.33
				02	11/30-12/29 456 KENNEDY RD	01-410-54-00-5480	5.90
					INVOICE TOTAL:		103.23 *
		1183088101-1215	12/29/15	01	11/24-12/29 1107 PRAIRIE CROSS	52-520-54-00-5480	196.96
				02	LIFT	** COMMENT **	
					INVOICE TOTAL:		196.96 *
		1407125045-1215	01/06/16	01	12/02-01/06 FOX HILL LIFT	52-520-54-00-5480	110.66
					INVOICE TOTAL:		110.66 *
		1718099052-1215	12/29/15	01	11/24-12/29 872 PRAIRIE CROSS	52-520-54-00-5480	208.49
					INVOICE TOTAL:		208.49 *
		2019099044-1215	01/09/16	01	11/11-12/14 4600 BRIDGE WELL	51-510-54-00-5480	72.54
					INVOICE TOTAL:		72.54 *
		2668047007-1215	12/28/15	01	11/25-12/28 1908 RAINTREE	51-510-54-00-5480	252.28
					INVOICE TOTAL:		252.28 *
		2961017043-1215	12/30/15	01	11/24-12/30 PRESTWICK LIFT	52-520-54-00-5480	138.06
					INVOICE TOTAL:		138.06 *
		3119142025-1215	12/30/15	01	11/30-12/30 VAN EMMON PRKG LOT	01-410-54-00-5480	20.08
					INVOICE TOTAL:		20.08 *
		4085080033-1215	12/30/15	01	11/30-12/30 1991 CANNONBALL TR	51-510-54-00-5480	293.21
					INVOICE TOTAL:		293.21 *
		4449087016-1215	01/07/16	01	11/25-12/31 MISC LIFT STAIONS	52-520-54-00-5480	1,458.75
					INVOICE TOTAL:		1,458.75 *
		4475093053-1215	01/04/16	01	12/01-01/04 610 TOWER	51-510-54-00-5480	190.16
					INVOICE TOTAL:		190.16 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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521328	COMED	COMMONWEALTH EDISON					
	6819027011-1215		01/06/16	01	12/01-01/04 PR BUILDINGS	79-795-54-00-5480	530.24
						INVOICE TOTAL:	530.24 *
	7090039005-1215		01/12/16	01	12/09-01/12 CANNONBALL & RT34	15-155-54-00-5482	17.99
				02	12/09-01/12 CANNONBALL & RT34	01-410-54-00-5480	1.41
						INVOICE TOTAL:	19.40 *
						CHECK TOTAL:	6,577.21
521329	COMPASS	COMPASS MINERALS AMERICA					
	71413143		11/20/15	01	SALT	15-155-56-00-5618	1,533.65
						INVOICE TOTAL:	1,533.65 *
	71414684		11/24/15	01	SALT	15-155-56-00-5618	53,470.00
						INVOICE TOTAL:	53,470.00 *
						CHECK TOTAL:	55,003.65
521330	CONSTELL	CONSTELLATION NEW ENERGY					
	0029826056		12/31/15	01	11/30-12/28 2921 BRISTOL RDG	51-510-54-00-5480	2,686.11
						INVOICE TOTAL:	2,686.11 *
	0029852865		01/01/16	01	11/30-12/29 2224 TREMONT ST	51-510-54-00-5480	4,364.05
						INVOICE TOTAL:	4,364.05 *
	0029903633		01/06/16	01	12/01-01/03 610 TOWER	51-510-54-00-5480	6,995.51
						INVOICE TOTAL:	6,995.51 *
	0029903677		01/06/16	01	12/01-01/03 1 W ALLEY	51-510-54-00-5480	837.73
						INVOICE TOTAL:	837.73 *
						CHECK TOTAL:	14,883.40

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521331	DAC	BETTER BUSINESS PLANNING, INC.					
	33137		01/05/16	01	JAN 2016 HRA ADMIN FEES	01-110-52-00-5216	12.00
				02	JAN 2016 HRA ADMIN FEES	01-120-52-00-5216	3.00
				03	JAN 2016 HRA ADMIN FEES	01-210-52-00-5216	66.00
				04	JAN 2016 HRA ADMIN FEES	01-220-52-00-5216	12.00
				05	JAN 2016 HRA ADMIN FEES	01-410-52-00-5216	4.00
				06	JAN 2016 HRA ADMIN FEES	79-790-52-00-5216	10.50
				07	JAN 2016 HRA ADMIN FEES	79-795-52-00-5216	10.50
				08	JAN 2016 HRA ADMIN FEES	51-510-52-00-5216	13.00
				09	JAN 2016 HRA ADMIN FEES	52-520-52-00-5216	4.00
				10	JAN 2016 HRA ADMIN FEES	01-640-52-00-5240	12.00
				11	JAN 2016 HRA ADMIN FEES	82-820-52-00-5216	12.00
					INVOICE TOTAL:		159.00 *
	33138		01/05/16	01	JAN 2016 HRA ADMIN FEES	01-110-52-00-5216	6.00
				02	JAN 2016 HRA ADMIN FEES	01-120-52-00-5216	6.00
				03	JAN 2016 HRA ADMIN FEES	01-210-52-00-5216	20.99
				04	JAN 2016 HRA ADMIN FEES	01-220-52-00-5216	3.00
				05	JAN 2016 HRA ADMIN FEES	01-410-52-00-5216	3.00
				06	JAN 2016 HRA ADMIN FEES	51-510-52-00-5216	6.00
				07	JAN 2016 HRA ADMIN FEES	52-520-52-00-5216	3.00
				08	JAN 2016 HRA ADMIN FEES	01-640-52-00-5240	3.00
					INVOICE TOTAL:		50.99 *
					CHECK TOTAL:		209.99
521332	DUTEK	THOMAS & JULIE FLETCHER					
	511178		12/30/15	01	COUPLER, NIPPLE, ADAPTER	01-410-56-00-5628	110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
521333	DYNEGY	DYNEGY ENERGY SERVICES					
	102389416011		01/04/16	01	11/25-12/30 1 COUNTRYSIDE PKWY	15-155-54-00-5482	221.50

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521333	DYNEGY	DYNEGY ENERGY SERVICES					
	102389416011		01/04/16	02	11/25-12/30 1 COUNTRYSIDE PKWY	01-410-54-00-5480	35.57
						INVOICE TOTAL:	257.07 *
						CHECK TOTAL:	257.07
521334	EEI	ENGINEERING ENTERPRISES, INC.					
	57541		12/17/15	01	KINGDOM HALL OF JEHOVAH'S	90-057-57-00-0111	296.00
				02	WITNESSES	** COMMENT **	
						INVOICE TOTAL:	296.00 *
						CHECK TOTAL:	296.00
521335	ERICKSON	ERICKSON CONSTRUCTION					
	010416		01/04/16	01	DECEMBER INSPECTIONS	01-220-54-00-5459	105.00
						INVOICE TOTAL:	105.00 *
						CHECK TOTAL:	105.00
521336	FEECEOIL	FEECE OIL COMPANY					
	3392753		11/21/15	01	DIESEL FUEL	01-410-56-00-5695	397.29
				02	DIESEL FUEL	51-510-56-00-5695	397.29
				03	DIESEL FUEL	52-520-56-00-5695	397.28
						INVOICE TOTAL:	1,191.86 *
	3395991		12/14/15	01	DIESEL FUEL	01-410-56-00-5695	421.04
				02	DIESEL FUEL	51-510-56-00-5695	421.04
				03	DIESEL FUEL	52-520-56-00-5695	421.04
						INVOICE TOTAL:	1,263.12 *
	3398173		12/30/15	01	DIESEL FUEL	01-410-56-00-5695	263.15
				02	DIESEL FUEL	51-510-56-00-5695	263.15

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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521336	FEECEOIL	FEECE OIL COMPANY						
	3398173		12/30/15	03	DIESEL FUEL	52-520-56-00-5695	263.15	
						INVOICE TOTAL:	789.45 *	
						CHECK TOTAL:		3,244.43
521337	FLEET	FLEET SAFETY SUPPLY						
	64518		12/21/15	01	PLOW LIGHTS FOR DUMP TRUCKS	01-410-56-00-5628	519.40	
						INVOICE TOTAL:	519.40 *	
	64574		12/29/15	01	HIDE-A-WAY STROBE TUBE	01-410-56-00-5628	51.05	
						INVOICE TOTAL:	51.05 *	
						CHECK TOTAL:		570.45
521338	FOXVALLE	FOX VALLEY TROPHY & AWARDS						
	32662		12/29/15	01	2016 BASKETBALL MEDALS &	79-795-56-00-5606	1,149.00	
				02	TROPHIES	** COMMENT **		
						INVOICE TOTAL:	1,149.00 *	
						CHECK TOTAL:		1,149.00
521339	FRIEDERG	GREG FRIEDERS						
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	75.00	
						INVOICE TOTAL:	75.00 *	
						CHECK TOTAL:		75.00
521340	GAMETIME	GAME TIME						
	PJI-0027227		12/16/15	01	ADAPTIVE SWING	79-790-56-00-5640	139.94	
						INVOICE TOTAL:	139.94 *	
						CHECK TOTAL:		139.94

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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521341	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-3525C-114359		01/05/16	01	KIMBALL HILL UNIT 4 MATTERS	01-640-54-00-5461	5,709.27
					INVOICE TOTAL:		5,709.27 *
	H-3548C-114362		01/05/16	01	WALKER HOMES MATTERS	01-640-54-00-5461	11,350.75
					INVOICE TOTAL:		11,350.75 *
	H-3862C-114361		01/05/16	01	YORKVILLE LOAN ASSOCIATES	01-640-54-00-5461	1,740.00
					INVOICE TOTAL:		1,740.00 *
					CHECK TOTAL:		18,800.02
521342	GFOA	GOVERNMENT FINANCE OFFICERS					
	0197537-16		01/07/16	01	FREDRICKSON GFOA ANNUAL DUES	01-120-54-00-5460	170.00
					INVOICE TOTAL:		170.00 *
					CHECK TOTAL:		170.00
521343	HDSUPPLY	HD SUPPLY WATERWORKS, LTD.					
	E913115		12/14/15	01 11	MXU BATTERIES	51-510-56-00-5664	306.27
					INVOICE TOTAL:		306.27 *
					CHECK TOTAL:		306.27
521344	HENDERSO	HENDERSON PRODUCTS, INC.					
	S4-09724		12/28/15	01	SHAFT SENSOR, SENSOR CABLES,	01-410-56-00-5628	839.51
				02	SENSOR WEATHERPAK	** COMMENT **	
					INVOICE TOTAL:		839.51 *
	S8-02051		12/30/15	01	MAGNET ACTUATOR	01-410-56-00-5628	231.84
					INVOICE TOTAL:		231.84 *
					CHECK TOTAL:		1,071.35

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521345	HOMEDEPO	HOME DEPOT					
	3013237		01/06/16	01	WIRE	23-216-56-00-5656	40.97
						INVOICE TOTAL:	40.97 *
						CHECK TOTAL:	40.97
521346	ILPD4778	ILLINOIS STATE POLICE					
	011316		01/13/16	01	LIQUOR LICENSE BACKGROUND	01-110-54-00-5462	29.78
				02	CHECK	** COMMENT **	
						INVOICE TOTAL:	29.78 *
						CHECK TOTAL:	29.78
521347	ILPD4811	ILLINOIS STATE POLICE					
	011316		01/13/16	01	BACKGROUND CHECKS	79-795-54-00-5462	148.75
						INVOICE TOTAL:	148.75 *
						CHECK TOTAL:	148.75
521348	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	027329		12/24/15	01	REPLACED CAM POSITION SENSOR	01-410-54-00-5490	346.38
						INVOICE TOTAL:	346.38 *
						CHECK TOTAL:	346.38
521349	IMS	APEX INDUSTRIAL AUTOMATION LLC					
	1101917		12/01/15	01	SLEEVE BEARING	23-216-56-00-5656	165.48
						INVOICE TOTAL:	165.48 *
	1102349		12/10/15	01	MULTI-RIB	01-410-56-00-5640	9.52
						INVOICE TOTAL:	9.52 *
						CHECK TOTAL:	175.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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521350	INGEMUNS	INGEMUNSON	LAW OFFICES LTD				
	2557		01/04/16	01	01/04 ADMIN HEARING	01-210-54-00-5467	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
521351	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	159719		01/07/16	01	TRUCK INSPECTION	52-520-54-00-5490	30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		30.00
521352	JOHNSOIL	JOHNSON OIL COMPANY IL					
	960222		01/01/16	01	DEC 2015 GASOLINE	01-210-56-00-5695	45.68
					INVOICE TOTAL:		45.68 *
					CHECK TOTAL:		45.68
521353	KCRECORD	SHAW SUBURBAN MEDIA GROUP					
	1142019		12/17/15	01	GC HOUSING REZONING PUBLIC	90-089-89-00-0011	132.60
				02	HEARING	** COMMENT **	
					INVOICE TOTAL:		132.60 *
	142027		12/17/15	01	GC HOUSING VARIANCE PUBLIC	90-089-89-00-0011	145.80
				02	HEARING	** COMMENT **	
					INVOICE TOTAL:		145.80 *
					CHECK TOTAL:		278.40
521354	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	NOV-KENDALL		01/05/16	01	KENDALL CO FTA BOND FEE	01-000-24-00-2412	140.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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521354	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	NOV-KENDALL		01/05/16	02	REIMBURSEMENT	** COMMENT ** INVOICE TOTAL:	140.00 *
					CHECK TOTAL:		140.00
521355	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 12/15		01/19/16	01	DEC 2015 NCG AMUSEMENT TAX	01-640-54-00-5439	7,607.01
				02	REBATE	** COMMENT ** INVOICE TOTAL:	7,607.01 *
	BD REBATE-11/15		01/11/16	01	NOV 2015 BUSINES TAX REBATE	01-000-24-00-2487	696.28
					INVOICE TOTAL:	696.28 *	
					CHECK TOTAL:		8,303.29
521356	KONICA	KONICA MINOLTA					
	27888253		12/12/15	01	12/01-01/01 COPIER LEASE	01-110-54-00-5485	186.14
				02	12/01-01/01 COPIER LEASE	01-120-54-00-5485	148.92
				03	12/01-01/01 COPIER LEASE	01-220-54-00-5485	277.29
				04	12/01-01/01 COPIER LEASE	01-210-54-00-5485	389.75
				05	12/01-01/01 COPIER LEASE	01-410-54-00-5485	37.49
				06	12/01-01/01 COPIER LEASE	51-510-54-00-5485	37.49
				07	12/01-01/01 COPIER LEASE	52-520-54-00-5485	37.49
				08	12/01-01/01 COPIER LEASE	79-790-54-00-5485	138.65
				09	12/01-01/01 COPIER LEASE	79-795-54-00-5485	138.65
					INVOICE TOTAL:	1,391.87 *	
					CHECK TOTAL:		1,391.87
521357	KWIATKOJ	JOSEPH KWIATKOWSKI					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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521358	MARTPLMB	MARTIN PLUMBING & HEATING CO.					
	4324		12/23/15	01	SUMP PUMP	51-510-56-00-5638	253.00
					INVOICE TOTAL:		253.00 *
	4325		12/23/15	01	SUMP PUMP	51-510-56-00-5638	253.00
					INVOICE TOTAL:		253.00 *
					CHECK TOTAL:		506.00
521359	MENLAND	MENARDS - YORKVILLE					
	31205		12/14/15	01	SPRAY PAINT, FILTER, DRYWALL	01-410-56-00-5628	39.50
				02	BAGS, SPRAY GRIP	** COMMENT **	
					INVOICE TOTAL:		39.50 *
	31226		12/14/15	01	STEP LADDER, FISH TAPE VOLT	51-510-56-00-5630	109.77
				02	GUARD	** COMMENT **	
					INVOICE TOTAL:		109.77 *
	31230		12/14/15	01	CEILING TILES, HOSE ADAPTER,	79-790-56-00-5640	64.17
				02	TEFLON TAPE	** COMMENT **	
					INVOICE TOTAL:		64.17 *
					CHECK TOTAL:		213.44
521360	MENLAND	MENARDS - YORKVILLE					
	31330		12/15/15	01	WIRE WHEEL, BRUSHES	79-790-56-00-5620	12.95
					INVOICE TOTAL:		12.95 *
					CHECK TOTAL:		12.95
521361	MENLAND	MENARDS - YORKVILLE					
	31374		12/16/15	01	BOLTS, ANCHORS, RINGS	51-510-56-00-5638	9.20
					INVOICE TOTAL:		9.20 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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521361	MENLAND	MENARDS - YORKVILLE					
	31379		12/16/15	01	RETURNED CAULK CREDIT	79-790-56-00-5640	-41.88
						INVOICE TOTAL:	-41.88 *
	31382		12/16/15	01	SNAP COUPLER, FOAM BRUSH, PVC	79-790-56-00-5640	156.32
				02	PIPE	** COMMENT **	
						INVOICE TOTAL:	156.32 *
	31387		12/16/15	01	BUSHING	51-510-56-00-5620	2.67
						INVOICE TOTAL:	2.67 *
	31401		12/16/15	01	COPPER SPLITBOLTS	01-410-56-00-5640	11.76
						INVOICE TOTAL:	11.76 *
	31470		12/17/15	01	PURELL	52-520-56-00-5620	5.99
						INVOICE TOTAL:	5.99 *
	31565		12/18/15	01	BOARDS, SPRAY PAINT, FENDER	79-790-56-00-5640	44.91
				02	WASH, POLYURETHANE	** COMMENT **	
						INVOICE TOTAL:	44.91 *
	31578		12/18/15	01	PVC TILE TAPE, CATCH BASIN,	79-790-56-00-5640	111.86
				02	STEEL GRATE	** COMMENT **	
						INVOICE TOTAL:	111.86 *
	31580		12/18/15	01	PAINT BRUSH	79-790-56-00-5640	5.99
						INVOICE TOTAL:	5.99 *
	31597		12/18/15	01	GLOVES	01-410-56-00-5600	7.99
				02	PRIMER	01-410-56-00-5628	22.08
						INVOICE TOTAL:	30.07 *
	31777		12/21/15	01	CONCRETE BLOCK, STUDS	79-790-56-00-5640	39.42
						INVOICE TOTAL:	39.42 *
	31778		12/21/15	01	CONNECTOR, COAX	79-790-56-00-5640	22.55
						INVOICE TOTAL:	22.55 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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521361	MENLAND	MENARDS - YORKVILLE					
	31791		12/21/15	01	WASH, NOZZLE	79-790-56-00-5620	19.27
					INVOICE TOTAL:		19.27 *
	31792		12/21/15	01	DUCK TAPE	01-410-56-00-5620	15.98
					INVOICE TOTAL:		15.98 *
	31793		12/21/15	01	MOUSE TRAPS, MAOUSE BAIT	52-520-56-00-5620	11.35
					INVOICE TOTAL:		11.35 *
	31819		12/21/15	01	PLYWOOD, STUDS	79-790-56-00-5640	268.02
					INVOICE TOTAL:		268.02 *
	31897		12/22/15	01	MASONRY FLUTE, ANCHORS, FLEX	51-510-56-00-5638	42.82
				02	COUPLE, COUPLING, HOSECLAM,	** COMMENT **	
				03	PIPE	** COMMENT **	
					INVOICE TOTAL:		42.82 *
	31980		12/23/15	01	COUPLING, HOSE CLAMPS,	51-510-56-00-5638	18.50
				02	DRAINAGE KIT	** COMMENT **	
					INVOICE TOTAL:		18.50 *
	31993		12/23/15	01	PRIMER, PVC CEMENT, MALE	51-510-56-00-5638	10.19
				02	ADAPTER, PVC PIPE	** COMMENT **	
					INVOICE TOTAL:		10.19 *
	32002		12/23/15	01	RETURNED MERCHANDISE CREDIT	01-410-56-00-5640	-11.09
					INVOICE TOTAL:		-11.09 *
					CHECK TOTAL:		773.90
521362	MENLAND	MENARDS - YORKVILLE					
	32403		12/29/15	01	LATTICE, OAK PANEL, KICKPLATES	79-790-56-00-5640	136.14
				02	STAIN, STRAPS, DRILL BITS,	** COMMENT **	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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521362	MENLAND	MENARDS - YORKVILLE					
	32403		12/29/15	03	MAGIC ERASER, STEEL CLEAN	** COMMENT ** INVOICE TOTAL:	136.14 *
					CHECK TOTAL:		136.14
521363	MENLAND	MENARDS - YORKVILLE					
	32420		12/29/15	01	BATTERIES	51-510-56-00-5665 INVOICE TOTAL:	23.94 23.94 *
	32428		12/29/15	01	MAILBOX REPLACEMENT POSTS	01-410-56-00-5640 INVOICE TOTAL:	19.78 19.78 *
	32433		12/29/15	01	CONDUIT, SCREWS	79-790-56-00-5640 INVOICE TOTAL:	89.69 89.69 *
					CHECK TOTAL:		133.41
521364	MENLAND	MENARDS - YORKVILLE					
	32588		12/31/15	01	COVERS, CONDUIT, CONNECTORS,	79-790-56-00-5640	152.26
				02	METAL BOX, LOCKNUTS, SWITCH	** COMMENT ** INVOICE TOTAL:	152.26 *
					CHECK TOTAL:		152.26
521365	MENLAND	MENARDS - YORKVILLE					
	32853		01/04/16	01	PAINT	79-790-56-00-5640 INVOICE TOTAL:	242.58 242.58 *
	32860		01/04/16	01	PVC CEMENT, ADAPTERS, CHECK	01-410-56-00-5640	9.17
				02	VALVE SLIP, PVC PIPE	** COMMENT ** INVOICE TOTAL:	9.17 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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521365	MENLAND	MENARDS - YORKVILLE					
	32888		01/04/16	01	SOLDER KIT, ELBOWS, SAND CLOTH	51-510-56-00-5638	54.94
				02	ALL PURPOSE WASH	** COMMENT **	
					INVOICE TOTAL:		54.94 *
	32897		01/04/16	01	BATTERIES	51-510-56-00-5638	35.91
					INVOICE TOTAL:		35.91 *
					CHECK TOTAL:		342.60
521366	MENLAND	MENARDS - YORKVILLE					
	32961		01/05/16	01	BOARDS, PLASTIC TRAYS, PVC	79-790-56-00-5640	398.67
				02	PIPE, PAINT, ROLLERS, DEADBOLT	** COMMENT **	
				03	SCREWS, ROLLER COVERS	** COMMENT **	
					INVOICE TOTAL:		398.67 *
					CHECK TOTAL:		398.67
521367	MENLAND	MENARDS - YORKVILLE					
	32983		01/05/16	01	RETURNED PAINT CREDIT	79-790-56-00-5620	-36.72
					INVOICE TOTAL:		-36.72 *
	32985		01/05/16	01	HOSE ADAPTER, EXTENSIONS,	51-510-56-00-5638	25.57
				02	BOILER DRAIN, TOILET CLEANER	** COMMENT **	
					INVOICE TOTAL:		25.57 *
	33031		01/06/16	01	BOARDS, SANDING SPONGE, PAINT	79-790-56-00-5640	83.06
					INVOICE TOTAL:		83.06 *
	33032		01/06/16	01	BULB, C CLAMP, GFCI	51-510-56-00-5638	20.61
					INVOICE TOTAL:		20.61 *
	33042		01/06/16	01	GFCI, TOILET CLEANER	51-510-56-00-5638	13.96
					INVOICE TOTAL:		13.96 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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521367	MENLAND	MENARDS - YORKVILLE					
	33095		01/07/16	01	BOOTLACES, WIRE CONNECTORS	79-790-56-00-5620	11.03
					INVOICE TOTAL:		11.03 *
	33098		01/07/16	01	GLADE OIL WARMER, BUILDING	79-790-56-00-5620	53.83
				02	WIRE	** COMMENT **	
					INVOICE TOTAL:		53.83 *
	33101		01/07/16	01	POWER STEERING FLUID, BRAKE	01-210-56-00-5620	16.82
				02	FLUID	** COMMENT **	
					INVOICE TOTAL:		16.82 *
	33109		01/07/16	01	CAULK, PAINT	79-790-56-00-5640	64.19
					INVOICE TOTAL:		64.19 *
	33114		01/07/16	01	RETURNED CAULK CREDIT	79-790-56-00-5640	-23.76
					INVOICE TOTAL:		-23.76 *
	33116		01/07/16	01	PAINT	79-790-56-00-5640	23.76
					INVOICE TOTAL:		23.76 *
	33138		01/07/16	01	DRILL HEX	79-790-56-00-5630	4.07
					INVOICE TOTAL:		4.07 *
					CHECK TOTAL:		256.42
521368	MESIROW	MESIROW INSURANCE SERVICES INC					
	915676		01/08/16	01	B OLSON PUBLIC OFFICIALS BOND	01-110-54-00-5462	500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
521369	NARVICK	NARVICK BROS. LUMBER CO, INC					
	50557		12/22/15	01	4000 PSI	51-510-56-00-5620	214.00
					INVOICE TOTAL:		214.00 *
					CHECK TOTAL:		214.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521370	NICOR	NICOR GAS					
	00-41-22-8748	4-1215	01/07/16	01	12/07-01/07 1107 PRAIRIE LN	01-110-54-00-5480	34.30
					INVOICE TOTAL:		34.30 *
	15-41-50-1000	6-1215	01/08/16	01	12/08-01/07 804 GAME FARM RD	01-110-54-00-5480	363.22
					INVOICE TOTAL:		363.22 *
	15-63-74-5733	2-1215	01/06/16	01	12/02-01/04 1955 S BRIDGE	01-110-54-00-5480	30.87
					INVOICE TOTAL:		30.87 *
	15-64-61-3532	5-1215	01/07/16	01	12/08-01/07 1991 CANNONBALL TR	01-110-54-00-5480	26.83
					INVOICE TOTAL:		26.83 *
	20-52-56-2042	1-1215	01/08/16	01	12/09-01/08 420 FAIRHAVEN	01-110-54-00-5480	79.46
					INVOICE TOTAL:		79.46 *
	23-45-91-4862	5-1215	01/05/16	01	12/03-01/05 101 BRUELL STREET	01-110-54-00-5480	82.56
					INVOICE TOTAL:		82.56 *
	31-61-67 2493	1-1215	01/07/16	01	12/08-01/07 276 WINDHAM CRL	01-110-54-00-5480	26.63
					INVOICE TOTAL:		26.63 *
	45-12-25-4081	3-1215	01/06/16	01	12/02-01/04 201 W HYDRAULIC	01-110-54-00-5480	168.10
					INVOICE TOTAL:		168.10 *
	46-69-47-6727	1-1215	01/07/16	01	12/07-01/07 BRIDGE STREET	01-110-54-00-5480	80.57
					INVOICE TOTAL:		80.57 *
	49-25-61-1000	5-1215	01/06/16	01	1202-01/04 1 VAN EMMON	01-110-54-00-5480	101.05
					INVOICE TOTAL:		101.05 *
	61-60-41-1000	9-1215	01/13/16	01	12/11-01/12 610 TOWER LANE	01-110-54-00-5480	560.19
					INVOICE TOTAL:		560.19 *
	62-37-86-4779	6-1215	01/08/16	01	12/09-01/08 185 WOLF ST	01-110-54-00-5480	160.26
					INVOICE TOTAL:		160.26 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521370	NICOR	NICOR GAS					
	66-70-44-6942	9-1215	01/08/16	01	12/08-01/08 1908 RAINTREE RD	01-110-54-00-5480	79.07
					INVOICE TOTAL:		79.07 *
	80-56-05-1157	0-1215	01/04/16	01	12/03-01/04 2512 ROSEMONT DR	01-110-54-00-5480	33.77
					INVOICE TOTAL:		33.77 *
	83-80-00-1000	7-1215	01/13/16	01	12/11-01/12 610 TOWER UNIT B	01-110-54-00-5480	183.45
					INVOICE TOTAL:		183.45 *
					CHECK TOTAL:		2,010.33
521371	OHERRONO	RAY O'HERRON COMPANY					
	1601916-IN		01/11/16	01	JACKET, RAINCOAT, VEST, GLOVES	01-210-56-00-5600	528.94
				02	BELT, PATROL BAG, KEY HOLDER	** COMMENT **	
					INVOICE TOTAL:		528.94 *
	1601918-IN		01/11/16	01	GLOVES	01-210-56-00-5600	49.99
					INVOICE TOTAL:		49.99 *
					CHECK TOTAL:		578.93
521372	OMALLEY	O'MALLEY WELDING & FABRICATING					
	16844		12/17/15	01	MATERIAL FOR NEW TAILGATE	01-410-56-00-5628	626.00
					INVOICE TOTAL:		626.00 *
					CHECK TOTAL:		626.00
521373	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	14878		01/05/16	01	MISC ADMIN LEGAL MATTERS	01-640-54-00-5456	4,680.00
				02	CALEDONIA MATTERS	90-091-91-00-0011	273.00
				03	AUTUMN CREEK MATTERS	01-640-54-00-5456	97.50

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521373	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	14878		01/05/16	04	DOWNTOWN TIF MATTERS	88-880-54-00-5466	175.50
				05	FOUNTAINVIEW MATTERS	01-640-54-00-5456	97.50
				06	GC HOUSING MATTERS	90-089-89-00-0011	497.25
				07	GRANDE RESERVE MATTERS	01-640-54-00-5456	146.25
				08	MEETINGS	01-640-54-00-5456	500.00
				09	PRESTWICK MATTERS	01-640-54-00-5456	438.75
					INVOICE TOTAL:		6,905.75 *
					CHECK TOTAL:		6,905.75
521374	OSWPRINT	JAMES A AGEMA					
	73233		12/31/15	01	PEDESTRIAN STOP CARD	01-210-54-00-5430	152.85
					INVOICE TOTAL:		152.85 *
					CHECK TOTAL:		152.85
521375	PARADISE	PARADISE CAR WASH					
	223127		01/04/16	01	DEC CAR WASHES	01-210-54-00-5495	11.00
					INVOICE TOTAL:		11.00 *
					CHECK TOTAL:		11.00
521376	PLAYPOW	PLAYPOWER LT FARMINGTON INC					
	1400196752		12/14/15	01	PB PANEL STEEL MELODY MAKER	79-790-56-00-5640	3,028.84
				02	BELOW DECK	** COMMENT **	
					INVOICE TOTAL:		3,028.84 *
					CHECK TOTAL:		3,028.84
521377	R0001579	KATHERINE ROGERS					
	0103634700-00		01/13/16	01	VACANT HOME OVERPAYMENT RFND	95-000-24-00-2450	65.86

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521377	R0001579	KATHERINE ROGERS					
	0103634700-00		01/13/16	02	VACANT HOME OVERPAYMENT RFND	51-000-44-00-4424	123.79
				03	VACANT HOME OVERPAYMENT RFND	01-000-44-00-4400	48.59
					INVOICE TOTAL:		238.24 *
					CHECK TOTAL:		238.24
521378	RIETZR	ROBERT L. RIETZ JR.					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
521379	ROGGENBT	TOBIN L. ROGGENBUCK					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	175.00
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
521380	RSMITS	R. SMITS & SONS					
	010516		01/05/16	01	2015 LEAF DISPOSAL	01-540-54-00-5443	3,600.00
					INVOICE TOTAL:		3,600.00 *
					CHECK TOTAL:		3,600.00
521381	RUSHTRCK	RUSH TRUCK CENTER					
	3000913125		12/04/15	01	TRUCK MIRROR	01-410-56-00-5628	66.55
					INVOICE TOTAL:		66.55 *
					CHECK TOTAL:		66.55
521382	RUSSPOWE	RUSSO HARDWARE INC.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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521382	RUSSPOWE	RUSSO HARDWARE INC.					
	2798929		11/30/15	01	2 MOWERS	25-215-60-00-6060	15,039.98
					INVOICE TOTAL:		15,039.98 *
					CHECK TOTAL:		15,039.98
521383	SEBIS	SEBIS DIRECT					
	20360		01/07/16	01	DEC 2015 UTILITY BILLING	01-120-54-00-5430	355.70
				02	DEC 2015 UTILITY BILLING	01-120-54-00-5462	42.16
				03	DEC 2015 UTILITY BILLING	51-510-54-00-5430	476.56
				04	DEC 2015 UTILITY BILLING	51-510-54-00-5462	56.49
				05	DEC 2015 UTILITY BILLING	52-520-54-00-5430	222.30
				06	DEC 2015 UTILITY BILLING	52-520-54-00-5462	26.35
					INVOICE TOTAL:		1,179.56 *
					CHECK TOTAL:		1,179.56
521384	SFBCT	SWFVCTC					
	YV3Q2015		01/06/16	01	40% OF 3RD QUARTER 2015	01-640-54-00-5475	20,850.29
				02	CABLE FRANCHISE PAYMENT OF	** COMMENT **	
				03	\$52,125.73	** COMMENT **	
					INVOICE TOTAL:		20,850.29 *
					CHECK TOTAL:		20,850.29
521385	SOELKET	TOM SOELKE					
	011216		01/13/16	01	REIMBURSEMENT FOR PHONE CASE	52-520-56-00-5620	32.34
					INVOICE TOTAL:		32.34 *
					CHECK TOTAL:		32.34
521386	SPEEDWAY	SPEEDWAY					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521386	SPEEDWAY	SPEEDWAY					
	1001542438-0116		01/14/16	01	DEC 2015 GASOLINE	79-790-56-00-5695	278.20
				02	DEC 2015 GASOLINE	79-795-56-00-5695	28.85
				03	DEC 2015 GASOLINE	01-210-56-00-5695	4,146.37
				04	DEC 2015 GASOLINE	51-510-56-00-5695	502.08
				05	DEC 2015 GASOLINE	52-520-56-00-5695	502.10
				06	DEC 2015 GASOLINE	01-410-56-00-5695	502.10
					INVOICE TOTAL:		5,959.70 *
					CHECK TOTAL:		5,959.70
521387	STEVENS	STEVEN'S SILKSCREENING					
	9867		01/05/16	01	BASKETBALL SHIRTS	79-795-56-00-5606	426.00
					INVOICE TOTAL:		426.00 *
					CHECK TOTAL:		426.00
521388	SZWEDAW	WALTER SZWEDA					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
521389	TAPCO	TAPCO					
	I513078		12/22/15	01	SIGN POSTS	15-155-56-00-5619	422.76
					INVOICE TOTAL:		422.76 *
					CHECK TOTAL:		422.76
521390	VITOSH	CHRISTINE M. VITOSH					
	CMV1754-1765		01/04/16	01	OCT, NOV & DEC ADMIN HEARINGS	01-210-54-00-5467	1,200.00
					INVOICE TOTAL:		1,200.00 *
					CHECK TOTAL:		1,200.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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521391	WERDERW	WALLY WERDERICH					
	122815-DEC		12/28/15	01	12/07, 12/21 & 12/28 ADMIN	01-210-54-00-5467	450.00
				02	HEARINGS	** COMMENT **	
					INVOICE TOTAL:		450.00 *
	122815-NOV		12/28/15	01	11/09 & 11/23 ADMIN HEARINGS	01-210-54-00-5467	300.00
					INVOICE TOTAL:		300.00 *
	122815-OCT		12/28/15	01	10/12 & 10/26 ADMIN HEARINGS	01-210-54-00-5467	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		1,050.00
521392	WORDLAWT	TERRANCE WORDLAW					
	010916		01/09/16	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
521393	YBSD	YORKVILLE BRISTOL					
	123105SF		01/19/16	01	DEC.2015 SANITARY FEES	95-000-24-00-2450	250,916.78
					INVOICE TOTAL:		250,916.78 *
					CHECK TOTAL:		250,916.78
521394	YOUNGM	MARLYS J. YOUNG					
	121515		12/30/15	01	12/15 PW COMMITTEE MEETING	01-110-54-00-5462	56.75
				02	MINUTES	** COMMENT **	
					INVOICE TOTAL:		56.75 *
					CHECK TOTAL:		56.75
					TOTAL AMOUNT PAID:		563,200.76

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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131077	KCR	KENDALL COUNTY RECORDER'S			01/14/16		
	186796	01/14/16	01	UTILITY LIEN FINLED		51-510-54-00-5448	39.00
			02	RELEASE 2 MOWING LIENS		25-215-54-00-5448	88.00
			03	RELEASE 6 UTILITY LIENS		51-510-54-00-5448	294.00
						INVOICE TOTAL:	421.00 *
						CHECK TOTAL:	421.00
						TOTAL AMOUNT PAID:	421.00



01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
521303	DCONST	D. CONSTRUCTION, INC.					
	23856		09/18/15	01	ENGINEER'S PYMT ESTIMATE #1 -	23-230-60-00-6025	76,016.41
				02	2015 RTBR STREET MAINTENANCE	** COMMENT **	
				03	PROGRAM ADDITIONAL WORK	** COMMENT **	
					INVOICE TOTAL:		76,016.41 *
					CHECK TOTAL:		76,016.41
					TOTAL AMOUNT PAID:		76,016.41





UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 15, 2016

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 13,630.61	\$ -	13,630.61	\$ 1,417.04	\$ 971.20	\$ 16,018.85
FINANCE	8,329.64	-	8,329.64	917.34	646.32	9,893.30
POLICE	95,491.25	8,555.39	104,046.64	535.01	7,662.56	112,244.21
COMMUNITY DEV.	11,924.50	-	11,924.50	1,267.58	865.82	14,057.90
STREETS	12,794.50	1,217.85	14,012.35	1,455.05	1,033.04	16,500.44
WATER	14,682.37	214.74	14,897.11	1,583.59	1,083.65	17,564.35
SEWER	7,740.67	-	7,740.67	838.79	588.90	9,168.36
PARKS	15,595.79	-	15,595.79	1,657.83	1,161.70	18,415.32
RECREATION	11,293.23	-	11,293.23	1,059.79	845.18	13,198.20
LIBRARY	14,411.54	-	14,411.54	815.43	1,076.87	16,303.84
TOTALS	\$ 205,894.10	\$ 9,987.98	\$ 215,882.08	\$ 11,547.45	\$ 15,935.24	\$ 243,364.77
TOTAL PAYROLL						\$ 243,364.77



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 26, 2016

ACCOUNTS PAYABLE

DATE

Manual Check Register (<i>Page 1</i>)	01/13/2016	401,809.33
City MasterCard Bill Register (<i>Pages 2 - 7</i>)	01/25/2016	126,975.28
City Check Register (<i>Pages 8 - 36</i>)	01/26/2016	563,200.76
SUB-TOTAL:		\$1,091,985.37

OTHER PAYABLES

Clerk's Check #131077 - Kendall County Recorder (<i>Page 37</i>)	01/14/2016	421.00
Manual Check#521303-D Construction-2015 RTBR Street Maintenance (<i>Page 38</i>)	01/15/2016	76,016.41
SUB-TOTAL:		\$76,437.41

DEBT SERVICE PAYMENTS

* US Bank - IRBB 2003B Bond - Interest PMT	01/27/2016	\$26,435.00
* US Bank - IRBB 2003B Bond - Principal PMT	01/27/2016	\$110,000.00
TOTAL PAYMENTS:		\$136,435.00

PAYROLL

Bi - Weekly (<i>Page 39</i>)	01/15/2016	243,364.77
SUB-TOTAL:		\$243,364.77

TOTAL DISBURSEMENTS:	\$1,548,222.55
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* Debt Service Payments Made Via Wire



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

Agenda Item Number

Mayor #1

Tracking Number

CC 2016-06

Agenda Item Summary Memo

Title: Comprehensive Plan Steering Committee Appointment – Randy Harker

Meeting and Date: City Council – January 26, 2016

Synopsis: Proposed appointment of Randy Harker to fill the position vacated by

James Weaver. Randy Harker is the current Chairman of the Plan Commission.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



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

Agenda Item Number

PW #1

Tracking Number

PW 2016-06

Agenda Item Summary Memo

Title: Caledonia Subdivision – Proposed Dormant SSA

Meeting and Date: City Council – January 26, 2016

Synopsis: Proposing Ordinance for a dormant Special Service Area for Caledonia.

Council Action Previously Taken:

Date of Action: PW – 01/19/16 Action Taken: Moved forward to City Council.

Item Number: PW 2016-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Krysti Barksdale-Noble, Community Dev. Dir.
CC: Eric Dhuse, Director of Public Works
Brad Sanderson, EEI
Date: January 20, 2016
Subject: **Caledonia Subdivision – Back-up SSA Creation**
Draft Ordinance Proposing the Establishment of a Dormant SSA

Project Summary

As you know, the Caledonia Subdivision has recently been approved for a clarification and restatement of their original Planned Unit Development (PUD) Agreement which should clear the way for future home construction in the stalled subdivision. As part of that recently approved ordinance, the Successor Owners have agreed to the establishment of a dormant, or back-up, Special Service Area (SSA) should the homeowner's association, which has primary responsibility for the common areas, dissolves or fails to adequately maintain them.

The SSA would serve as long term funding source for the maintenance of the various common areas and storm water facilities, and only affects those property owners directly benefiting from such maintenance. A copy of the draft enabling ordinance for the establishment of the Special Service Area is attached for your review. Also in this regard, the property owner is required to grant a separate Plat of Easement for perpetual access to the storm water basin should future maintenance by the City be required. A copy of the draft easement will be presented to the City Council as part of the public hearing process.

Proposed Dormant Special Service Area

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance and repair of the four (4) common area lots that include drainage easement areas, storm water facilities, entry features, perimeter landscaping features and a landscape easement area of the Caledonia Subdivision in the event the homeowner's association fails to do so. The proposed SSA will consist only of lots A, B, C and D as illustrated on the attached final plat. The SSA will be used to cover the mowing and maintenance of the landscaped areas, entry signage and shall cover storm water facility costs related to (1) the cleaning and dredging of the storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the City in connection with the above in the event the Owners or their association, if any, fail to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

The establishment of a dormant or back-up Special Service Area was anticipated as part of the original PUD agreement approved in 2005 and noted in Article IV, Section 9 of the attached Declaration of Covenants, Conditions, Restrictions and Easements for the Caledonia Subdivision recorded as Document #200600026678. Should the homeowner's association fail to

maintain these common areas and storm water facilities, the individual owners of lots within the Caledonia Subdivision will be levied a tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property to be collected via real estate taxes.

Staff Comments/Recommendation

Staff is seeking the City Council's approval of the attached draft ordinance proposing the establishment of the Special Service Area Number 2016-1 as a back-up mechanism to continue to fund the maintenance of the common areas shared in the Caledonia Subdivision should the HOA fail to do so. This proposing ordinance will also set the date and time of the required public hearing.

Upon approval of the proposing ordinance, Illinois State Law requires a 60-day waiting period before conducting the public hearing and another 60-day waiting period after the conclusion of the public hearing (should anyone object) to adopt the enabling ordinance which establishes the Special Service Area. Based on that time frame, staff is proposing the following schedule:

Date	Meeting/Item	Description
January 26, 2016	City Council	Consideration of the proposing ordinance for the Caledonia backup SSA which establishes a public hearing date of March 29, 2016 .
<i>60 Day Waiting Period for Public Hearing</i>		
March 10, 2016	Notice of Hearing published and mailed.	Publication of Exhibit B "Notice of Hearing" in the Kendall County Record and notices sent to the individual property owners identified in the notice.
March 29, 2016	City Council	Public Hearing Conducted
<i>60 Day Waiting Period for Objectors</i>		
June 2, 2016	City Council	Consideration of the Establishing Ordinance of the back-up Special Service Area.

For your convenience, copies of the legal description (Exhibit A), notice of hearing (Exhibit B) and establishing ordinance has been included for your reference. Should the City Council have questions regarding the proposing ordinance, the proposed timeline or any other aspect of this request, staff will be available at Tuesday night's meeting to answer questions.

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE AREA NUMBER 2016-1
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH
(Caledonia)**

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

Section 1: Authority. The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Tax Law”), to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City.

Section 2: Findings. The Mayor and City Council of the City finds as follows:

- A. That certain owners of record (the “Owners”) of the real property legally described in Exhibit A, attached hereto and made a part hereof (the “Subject Territory”), have developed property and/or presented plans for a residential development of the Subject Territory and there must be a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of all common areas within the Subject Territory, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems located within and serving the Subject Territory, all as hereinafter described; and,
- B. That it is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for the Subject Territory; and,
- C. That the proposed special service area is compact and contiguous; and,
- D. The municipal services to be provided in the event the special service area is established are in addition to the municipal service provided to the City as a whole and the proposed special service area will benefit from the special municipal services to be provided.

Section 3: Proposal. The City agrees to proceed to consider the establishment of a special service area for the Subject Territory as Special Service Area 2016-1 for the purpose of payment of the costs of the maintenance of all common areas within the Subject Territory, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems, in the event that the Owners and/or a homeowners association for the Subject Territory have failed to do so, including (1) the maintenance and care of open spaces, trails, and wetlands including planting, landscaping, removal of debris, and cleanup; (2) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (4) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant

structures; and (5) the administrative costs incurred by the City in connection with the above (collectively the “Services”) within the Special Service Area in the event the Owners and/or a homeowners association for the Subject Territory have failed to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

Section 4: Public Hearing. A public hearing shall be held on _____, 2016 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of the United City of Yorkville Special Service Area Number 2016-1 in the Subject Territory.

At the hearing, the following method of payment of the special City services to be provided within the proposed special service area will be considered: the levy of a tax by the City on each parcel of property in the proposed special service area, sufficient to produce revenues to provide special municipal services to the proposed special service area; the proposed rate of taxes for the initial year shall not exceed \$1.10 for every \$100.00 of equalized assessed value and the maximum rate of such taxes to be extended in any year within the proposed special service area shall not exceed \$ 1.10 for every \$100.00 of equalized assessed value.

Section 5: Notice of Public Hearing. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice shall be given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice shall be in substantially the form set forth in *Exhibit B* attached hereto and made a part of this Ordinance.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2016

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2016.

MAYOR

EXHIBIT A
LEGAL DESCRIPTION AND PROPERTY INDEX NUMBERS

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES 40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5 EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59 SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54 MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19 SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49 MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 34 SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

02-17-187-001	02-17-191-001	02-17-192-005
02-17-187-002	02-17-191-002	02-17-192-006
02-17-187-003	02-17-191-003	02-17-192-007
02-17-187-004	02-17-191-004	02-17-192-008
02-17-187-005	02-17-191-005	02-17-192-009
02-17-187-006	02-17-191-006	02-17-201-011
02-17-187-007	02-17-191-007	02-17-201-012
02-17-187-008	02-17-191-008	02-17-201-013
02-17-188-001	02-17-191-009	02-17-201-014*
02-17-188-002	02-17-191-010	02-17-202-002
02-17-188-003	02-17-191-011	02-17-202-003
02-17-188-004	02-17-191-012	02-17-202-004
02-17-188-005	02-17-191-013	02-17-202-005
02-17-188-006	02-17-191-014	02-17-202-006
02-17-188-007	02-17-191-015	02-17-202-007
02-17-188-008	02-17-191-016	02-17-202-008
02-17-189-001	02-17-191-017	02-17-202-009
02-17-189-002	02-17-191-018	02-17-202-010
02-17-189-003	02-17-191-019	02-17-202-011
02-17-189-004	02-17-191-020	02-17-202-012
02-17-189-005	02-17-191-021	02-17-202-013
02-17-189-006	02-17-191-022	02-17-202-014
02-17-189-007	02-17-191-023	02-17-202-015
02-17-189-008	02-17-191-024	02-17-202-016
02-17-189-009	02-17-191-025	02-17-202-017
02-17-189-010	02-17-191-026	02-17-202-018
02-17-189-011	02-17-191-027	02-17-202-019
02-17-190-001	02-17-191-028	02-17-203-001
02-17-190-002	02-17-191-029	02-17-203-002
02-17-190-003	02-17-192-001	02-17-203-003
02-17-190-004	02-17-192-002	02-17-203-004
02-17-190-005	02-17-192-003	02-17-203-005
02-17-190-006	02-17-192-004	02-17-203-006

02-17-203-007	02-17-205-007	02-17-207-004
02-17-203-008	02-17-205-008	02-17-207-005
02-17-203-009	02-17-205-009	02-17-207-006
02-17-204-001	02-17-205-010	02-17-207-007
02-17-204-002	02-17-206-001	02-17-207-008
02-17-204-003	02-17-206-002	02-17-207-009
02-17-204-004	02-17-206-003	02-17-207-010
02-17-204-005	02-17-206-004	02-17-207-011
02-17-204-006	02-17-206-005	02-17-207-012
02-17-204-007	02-17-206-006	02-17-207-013
02-17-204-010	02-17-206-007	02-17-207-014
02-17-205-001	02-17-206-008	02-17-207-015
02-17-205-002	02-17-206-009	02-17-207-016
02-17-205-003	02-17-206-010	02-17-208-001**
02-17-205-004	02-17-207-001	02-17-208-002
02-17-205-005	02-17-207-002	
02-17-205-006	02-17-207-003	

COMMON ADDRESSES:

3321 LAUREN DR YORKVILLE IL 60560	3311 CALEDONIA DR YORKVILLE IL 60560
3311 LAUREN DR YORKVILLE IL 60560	3307 CALEDONIA DR YORKVILLE IL 60560
3301 LAUREN DR YORKVILLE IL 60560	3303 CALEDONIA DR YORKVILLE IL 60560
3291 LAUREN DR YORKVILLE IL 60560	3283 PINEWOOD DR YORKVILLE IL 60560
3271 LAUREN DR YORKVILLE IL 60560	3263 PINEWOOD DR YORKVILLE IL 60560
3251 LAUREN DR YORKVILLE IL 60560	3243 PINEWOOD DR YORKVILLE IL 60560
3231 LAUREN DR YORKVILLE IL 60560	3223 PINEWOOD DR YORKVILLE IL 60560
3211 LAUREN DR YORKVILLE IL 60560	3203 PINEWOOD DR YORKVILLE IL 60560
3171 LAUREN DR YORKVILLE IL 60560	3193 PINEWOOD DR YORKVILLE IL 60560
3161 LAUREN DR YORKVILLE IL 60560	3183 PINEWOOD DR YORKVILLE IL 60560
3151 LAUREN DR YORKVILLE IL 60560	3173 PINEWOOD DR YORKVILLE IL 60560
3141 LAUREN DR YORKVILLE IL 60560	3163 PINEWOOD DR YORKVILLE IL 60560
3131 LAUREN DR YORKVILLE IL 60560	3153 PINEWOOD DR YORKVILLE IL 60560
3121 LAUREN DR YORKVILLE IL 60560	3143 PINEWOOD DR YORKVILLE IL 60560
3111 LAUREN DR YORKVILLE IL 60560	3133 PINEWOOD DR YORKVILLE IL 60560
3101 LAUREN DR YORKVILLE IL 60560	485 SHADOW WOOD DR YORKVILLE IL 60560
582 SHADOW WOOD DR YORKVILLE IL 60560	505 SHADOW WOOD DR YORKVILLE IL 60560
574 SHADOW WOOD DR YORKVILLE IL 60560	3102 LAUREN DR YORKVILLE IL 60560
562 SHADOW WOOD DR YORKVILLE IL 60560	3112 LAUREN DR YORKVILLE IL 60560
554 SHADOW WOOD DR YORKVILLE IL 60560	3122 LAUREN DR YORKVILLE IL 60560
542 SHADOW WOOD DR YORKVILLE IL 60560	3132 LAUREN DR YORKVILLE IL 60560
524 SHADOW WOOD DR YORKVILLE IL 60560	3142 LAUREN DR YORKVILLE IL 60560
512 SHADOW WOOD DR YORKVILLE IL 60560	3152 LAUREN DR YORKVILLE IL 60560
508 SHADOW WOOD DR YORKVILLE IL 60560	3162 LAUREN DR YORKVILLE IL 60560
494 SHADOW WOOD DR YORKVILLE IL 60560	3172 LAUREN DR YORKVILLE IL 60560
488 SHADOW WOOD DR YORKVILLE IL 60560	3182 LAUREN DR YORKVILLE IL 60560
472 SHADOW WOOD DR YORKVILLE IL 60560	3192 LAUREN DR YORKVILLE IL 60560
3327 CALEDONIA DR YORKVILLE IL 60560	3212 LAUREN DR YORKVILLE IL 60560
3333 CALEDONIA DR YORKVILLE IL 60560	3232 LAUREN DR YORKVILLE IL 60560
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Kendall County, IL (PIN 02-17-201-014)
**PT Lot D, Caledonia Subdivision Phase 2 (PIN 02-
17-208-001)

EXHIBIT B
Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2016-1

Notice is Hereby Given that on _____ 2016, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called "Special Service Area 2016-1," consisting of the following real property legally described as follows:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES 40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5 EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59 SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54 MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19 SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49 MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 34 SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS;

THENCE

NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

02-17-187-001	02-17-189-011	02-17-191-020
02-17-187-002	02-17-190-001	02-17-191-021
02-17-187-003	02-17-190-002	02-17-191-022
02-17-187-004	02-17-190-003	02-17-191-023
02-17-187-005	02-17-190-004	02-17-191-024
02-17-187-006	02-17-190-005	02-17-191-025
02-17-187-007	02-17-190-006	02-17-191-026
02-17-187-008	02-17-191-001	02-17-191-027
02-17-188-001	02-17-191-002	02-17-191-028
02-17-188-002	02-17-191-003	02-17-191-029
02-17-188-003	02-17-191-004	02-17-192-001
02-17-188-004	02-17-191-005	02-17-192-002
02-17-188-005	02-17-191-006	02-17-192-003
02-17-188-006	02-17-191-007	02-17-192-004
02-17-188-007	02-17-191-008	02-17-192-005
02-17-188-008	02-17-191-009	02-17-192-006
02-17-189-001	02-17-191-010	02-17-192-007
02-17-189-002	02-17-191-011	02-17-192-008
02-17-189-003	02-17-191-012	02-17-192-009
02-17-189-004	02-17-191-013	02-17-201-011
02-17-189-005	02-17-191-014	02-17-201-012
02-17-189-006	02-17-191-015	02-17-201-013
02-17-189-007	02-17-191-016	02-17-201-014*
02-17-189-008	02-17-191-017	02-17-202-002
02-17-189-009	02-17-191-018	02-17-202-003
02-17-189-010	02-17-191-019	02-17-202-004

02-17-202-005	02-17-204-001	02-17-206-007
02-17-202-006	02-17-204-002	02-17-206-008
02-17-202-007	02-17-204-003	02-17-206-009
02-17-202-008	02-17-204-004	02-17-206-010
02-17-202-009	02-17-204-005	02-17-207-001
02-17-202-010	02-17-204-006	02-17-207-002
02-17-202-011	02-17-204-007	02-17-207-003
02-17-202-012	02-17-204-010	02-17-207-004
02-17-202-013	02-17-205-001	02-17-207-005
02-17-202-014	02-17-205-002	02-17-207-006
02-17-202-015	02-17-205-003	02-17-207-007
02-17-202-016	02-17-205-004	02-17-207-008
02-17-202-017	02-17-205-005	02-17-207-009
02-17-202-018	02-17-205-006	02-17-207-010
02-17-202-019	02-17-205-007	02-17-207-011
02-17-203-001	02-17-205-008	02-17-207-012
02-17-203-002	02-17-205-009	02-17-207-013
02-17-203-003	02-17-205-010	02-17-207-014
02-17-203-004	02-17-206-001	02-17-207-015
02-17-203-005	02-17-206-002	02-17-207-016
02-17-203-006	02-17-206-003	02-17-208-001**
02-17-203-007	02-17-206-004	02-17-208-002
02-17-203-008	02-17-206-005	
02-17-203-009	02-17-206-006	

COMMON ADDRESSES:

3321 LAUREN DR YORKVILLE IL 60560	512 SHADOW WOOD DR YORKVILLE IL 60560
3311 LAUREN DR YORKVILLE IL 60560	508 SHADOW WOOD DR YORKVILLE IL 60560
3301 LAUREN DR YORKVILLE IL 60560	494 SHADOW WOOD DR YORKVILLE IL 60560
3291 LAUREN DR YORKVILLE IL 60560	488 SHADOW WOOD DR YORKVILLE IL 60560
3271 LAUREN DR YORKVILLE IL 60560	472 SHADOW WOOD DR YORKVILLE IL 60560
3251 LAUREN DR YORKVILLE IL 60560	3327 CALEDONIA DR YORKVILLE IL 60560
3231 LAUREN DR YORKVILLE IL 60560	3333 CALEDONIA DR YORKVILLE IL 60560
3211 LAUREN DR YORKVILLE IL 60560	3323 CALEDONIA DR YORKVILLE IL 60560
3171 LAUREN DR YORKVILLE IL 60560	3311 CALEDONIA DR YORKVILLE IL 60560
3161 LAUREN DR YORKVILLE IL 60560	3307 CALEDONIA DR YORKVILLE IL 60560
3151 LAUREN DR YORKVILLE IL 60560	3303 CALEDONIA DR YORKVILLE IL 60560
3141 LAUREN DR YORKVILLE IL 60560	3283 PINWOOD DR YORKVILLE IL 60560
3131 LAUREN DR YORKVILLE IL 60560	3263 PINWOOD DR YORKVILLE IL 60560
3121 LAUREN DR YORKVILLE IL 60560	3243 PINWOOD DR YORKVILLE IL 60560
3111 LAUREN DR YORKVILLE IL 60560	3223 PINWOOD DR YORKVILLE IL 60560
3101 LAUREN DR YORKVILLE IL 60560	3203 PINWOOD DR YORKVILLE IL 60560
582 SHADOW WOOD DR YORKVILLE IL 60560	3193 PINWOOD DR YORKVILLE IL 60560
574 SHADOW WOOD DR YORKVILLE IL 60560	3183 PINWOOD DR YORKVILLE IL 60560
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*PT of NE ¼ Section 17-37-7; Vacant land in
Caledonia Subdivision, S Cornels Rd & W Rt 47,
Kendall County, IL (PIN 02-17-201-014)
**PT Lot D, Caledonia Subdivision Phase 2 (PIN 02-
17-208-001)

The general purpose of the formation of the Special Service Area 2016-1 is to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of all common areas within the Special Service Area, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems in the event that the Owners and/or a homeowners association within the Special Service Area have failed to do so. The special governmental services for the Special Service Area may include:

- (1) the maintenance and care of open spaces, trails, and wetlands including planting, landscaping, removal of debris, and cleanup;
- (2) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches;
- (3) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches;
- (4) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (5) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2016-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this ____ day of _____, 2016

CITY CLERK

**AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER 2016-1
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
(Caledonia)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII of the Constitution of the State of Illinois; and,

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, the City is authorized to create special service areas in and for the City that are further established “in the manner provided by law;” and,

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law, (35 ILCS 200/27-5 *et seq.*) and the Property Tax Code (35 ILCS 200/1-1 *et seq.*) the City may establish special service areas to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City; and,

WHEREAS, certain owners of record of the real property (“Owners”) hereinafter described (the “Subject Territory”) have developed the property and/or presented plans for residential development of the property and there must be a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of all common areas within the Subject Territory, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems located within and serving the Subject Territory, all as hereinafter described; and,

WHEREAS, it is in the public interest that a special service area be established for the property hereinafter described for the purposes set forth herein and to be known as Special Service Area 2016-1.

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

Section 1: Establishment. That it is in the public interest that Special Service Area 2016-1 is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory that is legally described and that contains the Property Index Numbers as stated in Exhibit A, attached hereto and made a part hereof by this reference.

Section 2: Area. That said Subject Territory area is compact and contiguous and is totally within the corporate limits of the City and an accurate map of the property within Special Service Area 2016-1 is attached hereto and made a part hereof as Exhibit B.

Section 3: Purpose. That said Subject Territory will benefit specifically from the municipal services to be provided and that such services are in addition to those municipal

services provided to the City as a whole, and unique and in the best interests of Special Service Area 2016-1. The City's levy of special taxes against said Subject Territory shall be to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of all common areas within the Special Service Area, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems in the event that the Owners and/or a homeowners association within the Special Service Area have failed to do so. The special governmental services for the Special Service Area may include:

- (1) the maintenance and care of open spaces, trails, and wetlands including planting, landscaping, removal of debris, and cleanup;
- (2) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches;
- (3) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches;
- (4) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (5) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

Section 5: Hearing. That a public hearing was held on the ____ day of _____, 2016 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of Special Service Area 2016-1 in the Area and to consider the levy of an annual tax as further described in Section 7.

Section 6: Notice. Notice of the public hearing, attached hereto as Exhibit C, was published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice was given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record.

Section 7: Objectors. That all persons, including all taxpayers of record and persons owning taxable real property located within Special Service Area 2016-1, were heard at the public hearing held on _____, 2016.. That no objections were filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area 2016-1 or the levy of an annual tax in Special Service Area 2016-1.

Section 7: Tax. That there shall be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax that in the initial year shall not exceed \$1.10 for every \$100.00 of equalized assessed value of property in Special Service Area 2016-1 and the maximum rate of such taxes to be extended in any year within

the Area shall not exceed \$1.10 for every \$100.00 of equalized assessed value to pay the annual cost of providing such special services that shall be in addition to all other taxes permitted by law.

Section 8: Recording. The City Clerk shall file within 30 days of the adoption of this ordinance a certified copy of this ordinance, including Exhibits A, B and C with the County Clerk of Kendall County and with the Kendall County Recorder's Office.

Section 9: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

LARRY KOT _____

JOEL FRIEDERS _____

CHRIS FUNKHOUSER _____

DIANE TEELING _____

SEAVER TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2016.

MAYOR

EXHIBIT A
LEGAL DESCRIPTION AND PROPERTY INDEX NUMBERS

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES 40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5 EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59 SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54 MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19 SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49 MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 34 SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

02-17-187-001	02-17-191-001	02-17-192-005
02-17-187-002	02-17-191-002	02-17-192-006
02-17-187-003	02-17-191-003	02-17-192-007
02-17-187-004	02-17-191-004	02-17-192-008
02-17-187-005	02-17-191-005	02-17-192-009
02-17-187-006	02-17-191-006	02-17-201-011
02-17-187-007	02-17-191-007	02-17-201-012
02-17-187-008	02-17-191-008	02-17-201-013
02-17-188-001	02-17-191-009	02-17-201-014*
02-17-188-002	02-17-191-010	02-17-202-002
02-17-188-003	02-17-191-011	02-17-202-003
02-17-188-004	02-17-191-012	02-17-202-004
02-17-188-005	02-17-191-013	02-17-202-005
02-17-188-006	02-17-191-014	02-17-202-006
02-17-188-007	02-17-191-015	02-17-202-007
02-17-188-008	02-17-191-016	02-17-202-008
02-17-189-001	02-17-191-017	02-17-202-009
02-17-189-002	02-17-191-018	02-17-202-010
02-17-189-003	02-17-191-019	02-17-202-011
02-17-189-004	02-17-191-020	02-17-202-012
02-17-189-005	02-17-191-021	02-17-202-013
02-17-189-006	02-17-191-022	02-17-202-014
02-17-189-007	02-17-191-023	02-17-202-015
02-17-189-008	02-17-191-024	02-17-202-016
02-17-189-009	02-17-191-025	02-17-202-017
02-17-189-010	02-17-191-026	02-17-202-018
02-17-189-011	02-17-191-027	02-17-202-019
02-17-190-001	02-17-191-028	02-17-203-001
02-17-190-002	02-17-191-029	02-17-203-002
02-17-190-003	02-17-192-001	02-17-203-003
02-17-190-004	02-17-192-002	02-17-203-004
02-17-190-005	02-17-192-003	02-17-203-005
02-17-190-006	02-17-192-004	02-17-203-006

02-17-203-007	02-17-205-007	02-17-207-004
02-17-203-008	02-17-205-008	02-17-207-005
02-17-203-009	02-17-205-009	02-17-207-006
02-17-204-001	02-17-205-010	02-17-207-007
02-17-204-002	02-17-206-001	02-17-207-008
02-17-204-003	02-17-206-002	02-17-207-009
02-17-204-004	02-17-206-003	02-17-207-010
02-17-204-005	02-17-206-004	02-17-207-011
02-17-204-006	02-17-206-005	02-17-207-012
02-17-204-007	02-17-206-006	02-17-207-013
02-17-204-010	02-17-206-007	02-17-207-014
02-17-205-001	02-17-206-008	02-17-207-015
02-17-205-002	02-17-206-009	02-17-207-016
02-17-205-003	02-17-206-010	02-17-208-001**
02-17-205-004	02-17-207-001	02-17-208-002
02-17-205-005	02-17-207-002	
02-17-205-006	02-17-207-003	

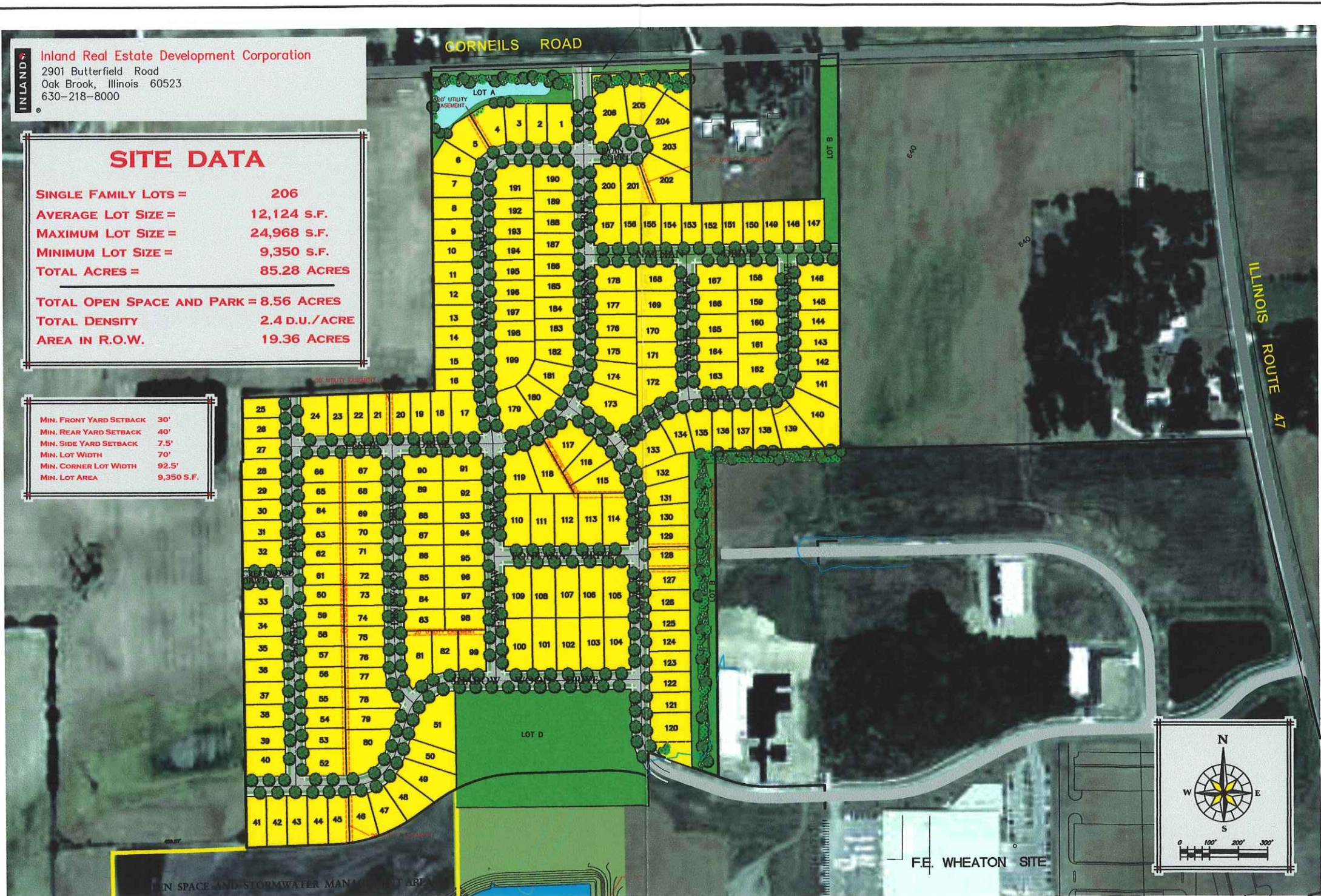
COMMON ADDRESSES:

3321 LAUREN DR YORKVILLE IL 60560	3311 CALEDONIA DR YORKVILLE IL 60560
3311 LAUREN DR YORKVILLE IL 60560	3307 CALEDONIA DR YORKVILLE IL 60560
3301 LAUREN DR YORKVILLE IL 60560	3303 CALEDONIA DR YORKVILLE IL 60560
3291 LAUREN DR YORKVILLE IL 60560	3283 PINEWOOD DR YORKVILLE IL 60560
3271 LAUREN DR YORKVILLE IL 60560	3263 PINEWOOD DR YORKVILLE IL 60560
3251 LAUREN DR YORKVILLE IL 60560	3243 PINEWOOD DR YORKVILLE IL 60560
3231 LAUREN DR YORKVILLE IL 60560	3223 PINEWOOD DR YORKVILLE IL 60560
3211 LAUREN DR YORKVILLE IL 60560	3203 PINEWOOD DR YORKVILLE IL 60560
3171 LAUREN DR YORKVILLE IL 60560	3193 PINEWOOD DR YORKVILLE IL 60560
3161 LAUREN DR YORKVILLE IL 60560	3183 PINEWOOD DR YORKVILLE IL 60560
3151 LAUREN DR YORKVILLE IL 60560	3173 PINEWOOD DR YORKVILLE IL 60560
3141 LAUREN DR YORKVILLE IL 60560	3163 PINEWOOD DR YORKVILLE IL 60560
3131 LAUREN DR YORKVILLE IL 60560	3153 PINEWOOD DR YORKVILLE IL 60560
3121 LAUREN DR YORKVILLE IL 60560	3143 PINEWOOD DR YORKVILLE IL 60560
3111 LAUREN DR YORKVILLE IL 60560	3133 PINEWOOD DR YORKVILLE IL 60560
3101 LAUREN DR YORKVILLE IL 60560	485 SHADOW WOOD DR YORKVILLE IL 60560
582 SHADOW WOOD DR YORKVILLE IL 60560	505 SHADOW WOOD DR YORKVILLE IL 60560
574 SHADOW WOOD DR YORKVILLE IL 60560	3102 LAUREN DR YORKVILLE IL 60560
562 SHADOW WOOD DR YORKVILLE IL 60560	3112 LAUREN DR YORKVILLE IL 60560
554 SHADOW WOOD DR YORKVILLE IL 60560	3122 LAUREN DR YORKVILLE IL 60560
542 SHADOW WOOD DR YORKVILLE IL 60560	3132 LAUREN DR YORKVILLE IL 60560
524 SHADOW WOOD DR YORKVILLE IL 60560	3142 LAUREN DR YORKVILLE IL 60560
512 SHADOW WOOD DR YORKVILLE IL 60560	3152 LAUREN DR YORKVILLE IL 60560
508 SHADOW WOOD DR YORKVILLE IL 60560	3162 LAUREN DR YORKVILLE IL 60560
494 SHADOW WOOD DR YORKVILLE IL 60560	3172 LAUREN DR YORKVILLE IL 60560
488 SHADOW WOOD DR YORKVILLE IL 60560	3182 LAUREN DR YORKVILLE IL 60560
472 SHADOW WOOD DR YORKVILLE IL 60560	3192 LAUREN DR YORKVILLE IL 60560
3327 CALEDONIA DR YORKVILLE IL 60560	3212 LAUREN DR YORKVILLE IL 60560
3333 CALEDONIA DR YORKVILLE IL 60560	3232 LAUREN DR YORKVILLE IL 60560
3323 CALEDONIA DR YORKVILLE IL 60560	3252 LAUREN DR YORKVILLE IL 60560

3272 LAUREN DR YORKVILLE IL 60560
3292 LAUREN DR YORKVILLE IL 60560
3284 PINWOOD DR YORKVILLE IL 60560
3264 PINWOOD DR YORKVILLE IL 60560
3244 PINWOOD DR YORKVILLE IL 60560
3224 PINWOOD DR YORKVILLE IL 60560
3204 PINWOOD DR YORKVILLE IL 60560
3194 PINWOOD DR YORKVILLE IL 60560
3184 PINWOOD DR YORKVILLE IL 60560
3174 PINWOOD DR YORKVILLE IL 60560
465 SHADOW WOOD DR YORKVILLE IL 60560
308 RYAN CT YORKVILLE IL 60560
312 RYAN CT YORKVILLE IL 60560
322 RYAN CT YORKVILLE IL 60560
3495 RYAN DR YORKVILLE IL 60560
3485 RYAN DR YORKVILLE IL 60560
3475 RYAN DR YORKVILLE IL 60560
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3355 RYAN DR YORKVILLE IL 60560
3345 RYAN DR YORKVILLE IL 60560
3347 CALEDONIA DR YORKVILLE IL 60560
3343 CALEDONIA DR YORKVILLE IL 60560
3456 RYAN DR YORKVILLE IL 60560
3436 RYAN DR YORKVILLE IL 60560
3426 RYAN DR YORKVILLE IL 60560
3406 RYAN DR YORKVILLE IL 60560
3396 RYAN DR YORKVILLE IL 60560
3386 RYAN DR YORKVILLE IL 60560
3376 RYAN DR YORKVILLE IL 60560
3366 RYAN DR YORKVILLE IL 60560
3356 RYAN DR YORKVILLE IL 60560
383 FONTANA DR YORKVILLE IL 60560
363 FONTANA DR YORKVILLE IL 60560
343 FONTANA DR YORKVILLE IL 60560
323 FONTANA DR YORKVILLE IL 60560
303 FONTANA DR YORKVILLE IL 60560

3247 BOOMBAH BLVD YORKVILLE IL 60560
3267 BOOMBAH BLVD YORKVILLE IL 60560
3352 CALEDONIA DR YORKVILLE IL 60560
3285 LONGVIEW DR YORKVILLE IL 60560
3265 LONGVIEW DR YORKVILLE IL 60560
3245 LONGVIEW DR YORKVILLE IL 60560
3225 LONGVIEW DR YORKVILLE IL 60560
3205 LONGVIEW DR YORKVILLE IL 60560
3195 LONGVIEW DR YORKVILLE IL 60560
3185 LONGVIEW DR YORKVILLE IL 60560
3175 LONGVIEW DR YORKVILLE IL 60560
435 SHADOW WOOD DR YORKVILLE IL 60560
405 SHADOW WOOD DR YORKVILLE IL 60560
384 FONTANA DR YORKVILLE IL 60560
364 FONTANA DR YORKVILLE IL 60560
344 FONTANA DR YORKVILLE IL 60560
324 FONTANA DR YORKVILLE IL 60560
304 FONTANA DR YORKVILLE IL 60560
305 SHADOW WOOD DR YORKVILLE IL 60560
325 SHADOW WOOD DR YORKVILLE IL 60560
345 SHADOW WOOD DR YORKVILLE IL 60560
365 SHADOW WOOD DR YORKVILLE IL 60560
385 SHADOW WOOD DR YORKVILLE IL 60560
3258 BOOMBAH BLVD YORKVILLE IL 60560
3246 BOOMBAH BLVD YORKVILLE IL 60560
3238 BOOMBAH BLVD YORKVILLE IL 60560
3228 BOOMBAH BLVD YORKVILLE IL 60560
3208 BOOMBAH BLVD YORKVILLE IL 60560
3194 BOOMBAH BLVD YORKVILLE IL 60560
3188 BOOMBAH BLVD YORKVILLE IL 60560
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3158 BOOMBAH BLVD YORKVILLE IL 60560
3148 BOOMBAH BLVD YORKVILLE IL 60560
3138 BOOMBAH BLVD YORKVILLE IL 60560
3128 BOOMBAH BLVD YORKVILLE IL 60560
3108 BOOMBAH BLVD YORKVILLE IL 60560
354 SHADOW WOOD DR YORKVILLE IL 60560
*PT of NE ¼ Section 17-37-7; Vacant land in
Caledonia Subdivision, S Cornels Rd & W Rt 47,
Kendall County, IL (PIN 02-17-201-014)
**PT Lot D, Caledonia Subdivision Phase 2 (PIN 02-
17-208-001)

Exhibit "B"



CALEDONIA • PRELIMINARY P.U.D. SITE DEVELOPMENT PLAN
YORKVILLE, ILLINOIS



LAND PLANNER
LAND VISION, INC.
116 WEST MAIN STREET, SUITE 208
ST. CHARLES, IL 60174
(630) 584-0591 FAX: (630) 584-0592

SHEET 1 OF 1
JULY 22, 2003
DRAWN BY: J. L. L. / J. L. L.
CHECKED BY: J. L. L. / J. L. L.

EXHIBIT C
Notice of Hearing

United City of Yorkville, Illinois
Special Service Area Number 2016-1

Notice is Hereby Given that on _____ 2016, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called "Special Service Area 2016-1," consisting of the following real property legally described as follows:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES 40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5 EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59 SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54 MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19 SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49 MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 34 SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS;

THENCE

NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

APPLICABLE PROPERTY IDENTIFICATION NUMBERS (PINs):

02-17-187-001	02-17-189-011	02-17-191-020
02-17-187-002	02-17-190-001	02-17-191-021
02-17-187-003	02-17-190-002	02-17-191-022
02-17-187-004	02-17-190-003	02-17-191-023
02-17-187-005	02-17-190-004	02-17-191-024
02-17-187-006	02-17-190-005	02-17-191-025
02-17-187-007	02-17-190-006	02-17-191-026
02-17-187-008	02-17-191-001	02-17-191-027
02-17-188-001	02-17-191-002	02-17-191-028
02-17-188-002	02-17-191-003	02-17-191-029
02-17-188-003	02-17-191-004	02-17-192-001
02-17-188-004	02-17-191-005	02-17-192-002
02-17-188-005	02-17-191-006	02-17-192-003
02-17-188-006	02-17-191-007	02-17-192-004
02-17-188-007	02-17-191-008	02-17-192-005
02-17-188-008	02-17-191-009	02-17-192-006
02-17-189-001	02-17-191-010	02-17-192-007
02-17-189-002	02-17-191-011	02-17-192-008
02-17-189-003	02-17-191-012	02-17-192-009
02-17-189-004	02-17-191-013	02-17-201-011
02-17-189-005	02-17-191-014	02-17-201-012
02-17-189-006	02-17-191-015	02-17-201-013
02-17-189-007	02-17-191-016	02-17-201-014*
02-17-189-008	02-17-191-017	02-17-202-002
02-17-189-009	02-17-191-018	02-17-202-003
02-17-189-010	02-17-191-019	02-17-202-004

02-17-202-005	02-17-204-001	02-17-206-007
02-17-202-006	02-17-204-002	02-17-206-008
02-17-202-007	02-17-204-003	02-17-206-009
02-17-202-008	02-17-204-004	02-17-206-010
02-17-202-009	02-17-204-005	02-17-207-001
02-17-202-010	02-17-204-006	02-17-207-002
02-17-202-011	02-17-204-007	02-17-207-003
02-17-202-012	02-17-204-010	02-17-207-004
02-17-202-013	02-17-205-001	02-17-207-005
02-17-202-014	02-17-205-002	02-17-207-006
02-17-202-015	02-17-205-003	02-17-207-007
02-17-202-016	02-17-205-004	02-17-207-008
02-17-202-017	02-17-205-005	02-17-207-009
02-17-202-018	02-17-205-006	02-17-207-010
02-17-202-019	02-17-205-007	02-17-207-011
02-17-203-001	02-17-205-008	02-17-207-012
02-17-203-002	02-17-205-009	02-17-207-013
02-17-203-003	02-17-205-010	02-17-207-014
02-17-203-004	02-17-206-001	02-17-207-015
02-17-203-005	02-17-206-002	02-17-207-016
02-17-203-006	02-17-206-003	02-17-208-001**
02-17-203-007	02-17-206-004	02-17-208-002
02-17-203-008	02-17-206-005	
02-17-203-009	02-17-206-006	

COMMON ADDRESSES:

3321 LAUREN DR YORKVILLE IL 60560	512 SHADOW WOOD DR YORKVILLE IL 60560
3311 LAUREN DR YORKVILLE IL 60560	508 SHADOW WOOD DR YORKVILLE IL 60560
3301 LAUREN DR YORKVILLE IL 60560	494 SHADOW WOOD DR YORKVILLE IL 60560
3291 LAUREN DR YORKVILLE IL 60560	488 SHADOW WOOD DR YORKVILLE IL 60560
3271 LAUREN DR YORKVILLE IL 60560	472 SHADOW WOOD DR YORKVILLE IL 60560
3251 LAUREN DR YORKVILLE IL 60560	3327 CALEDONIA DR YORKVILLE IL 60560
3231 LAUREN DR YORKVILLE IL 60560	3333 CALEDONIA DR YORKVILLE IL 60560
3211 LAUREN DR YORKVILLE IL 60560	3323 CALEDONIA DR YORKVILLE IL 60560
3171 LAUREN DR YORKVILLE IL 60560	3311 CALEDONIA DR YORKVILLE IL 60560
3161 LAUREN DR YORKVILLE IL 60560	3307 CALEDONIA DR YORKVILLE IL 60560
3151 LAUREN DR YORKVILLE IL 60560	3303 CALEDONIA DR YORKVILLE IL 60560
3141 LAUREN DR YORKVILLE IL 60560	3283 PINWOOD DR YORKVILLE IL 60560
3131 LAUREN DR YORKVILLE IL 60560	3263 PINWOOD DR YORKVILLE IL 60560
3121 LAUREN DR YORKVILLE IL 60560	3243 PINWOOD DR YORKVILLE IL 60560
3111 LAUREN DR YORKVILLE IL 60560	3223 PINWOOD DR YORKVILLE IL 60560
3101 LAUREN DR YORKVILLE IL 60560	3203 PINWOOD DR YORKVILLE IL 60560
582 SHADOW WOOD DR YORKVILLE IL 60560	3193 PINWOOD DR YORKVILLE IL 60560
574 SHADOW WOOD DR YORKVILLE IL 60560	3183 PINWOOD DR YORKVILLE IL 60560
562 SHADOW WOOD DR YORKVILLE IL 60560	3173 PINWOOD DR YORKVILLE IL 60560
554 SHADOW WOOD DR YORKVILLE IL 60560	3163 PINWOOD DR YORKVILLE IL 60560
542 SHADOW WOOD DR YORKVILLE IL 60560	3153 PINWOOD DR YORKVILLE IL 60560
524 SHADOW WOOD DR YORKVILLE IL 60560	3143 PINWOOD DR YORKVILLE IL 60560

3133 PINWOOD DR YORKVILLE IL 60560
485 SHADOW WOOD DR YORKVILLE IL 60560
505 SHADOW WOOD DR YORKVILLE IL 60560
3102 LAUREN DR YORKVILLE IL 60560
3112 LAUREN DR YORKVILLE IL 60560
3122 LAUREN DR YORKVILLE IL 60560
3132 LAUREN DR YORKVILLE IL 60560
3142 LAUREN DR YORKVILLE IL 60560
3152 LAUREN DR YORKVILLE IL 60560
3162 LAUREN DR YORKVILLE IL 60560
3172 LAUREN DR YORKVILLE IL 60560
3182 LAUREN DR YORKVILLE IL 60560
3192 LAUREN DR YORKVILLE IL 60560
3212 LAUREN DR YORKVILLE IL 60560
3232 LAUREN DR YORKVILLE IL 60560
3252 LAUREN DR YORKVILLE IL 60560
3272 LAUREN DR YORKVILLE IL 60560
3292 LAUREN DR YORKVILLE IL 60560
3284 PINWOOD DR YORKVILLE IL 60560
3264 PINWOOD DR YORKVILLE IL 60560
3244 PINWOOD DR YORKVILLE IL 60560
3224 PINWOOD DR YORKVILLE IL 60560
3204 PINWOOD DR YORKVILLE IL 60560
3194 PINWOOD DR YORKVILLE IL 60560
3184 PINWOOD DR YORKVILLE IL 60560
3174 PINWOOD DR YORKVILLE IL 60560
465 SHADOW WOOD DR YORKVILLE IL 60560
308 RYAN CT YORKVILLE IL 60560
312 RYAN CT YORKVILLE IL 60560
322 RYAN CT YORKVILLE IL 60560
3495 RYAN DR YORKVILLE IL 60560
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3355 RYAN DR YORKVILLE IL 60560
3345 RYAN DR YORKVILLE IL 60560
3347 CALEDONIA DR YORKVILLE IL 60560
3343 CALEDONIA DR YORKVILLE IL 60560
3456 RYAN DR YORKVILLE IL 60560
3436 RYAN DR YORKVILLE IL 60560
3426 RYAN DR YORKVILLE IL 60560
3406 RYAN DR YORKVILLE IL 60560
3396 RYAN DR YORKVILLE IL 60560
3386 RYAN DR YORKVILLE IL 60560

3376 RYAN DR YORKVILLE IL 60560
3366 RYAN DR YORKVILLE IL 60560
3356 RYAN DR YORKVILLE IL 60560
383 FONTANA DR YORKVILLE IL 60560
363 FONTANA DR YORKVILLE IL 60560
343 FONTANA DR YORKVILLE IL 60560
323 FONTANA DR YORKVILLE IL 60560
303 FONTANA DR YORKVILLE IL 60560
3247 BOOMBAH BLVD YORKVILLE IL 60560
3267 BOOMBAH BLVD YORKVILLE IL 60560
3352 CALEDONIA DR YORKVILLE IL 60560
3285 LONGVIEW DR YORKVILLE IL 60560
3265 LONGVIEW DR YORKVILLE IL 60560
3245 LONGVIEW DR YORKVILLE IL 60560
3225 LONGVIEW DR YORKVILLE IL 60560
3205 LONGVIEW DR YORKVILLE IL 60560
3195 LONGVIEW DR YORKVILLE IL 60560
3185 LONGVIEW DR YORKVILLE IL 60560
3175 LONGVIEW DR YORKVILLE IL 60560
435 SHADOW WOOD DR YORKVILLE IL 60560
405 SHADOW WOOD DR YORKVILLE IL 60560
384 FONTANA DR YORKVILLE IL 60560
364 FONTANA DR YORKVILLE IL 60560
344 FONTANA DR YORKVILLE IL 60560
324 FONTANA DR YORKVILLE IL 60560
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305 SHADOW WOOD DR YORKVILLE IL 60560
325 SHADOW WOOD DR YORKVILLE IL 60560
345 SHADOW WOOD DR YORKVILLE IL 60560
365 SHADOW WOOD DR YORKVILLE IL 60560
385 SHADOW WOOD DR YORKVILLE IL 60560
3258 BOOMBAH BLVD YORKVILLE IL 60560
3246 BOOMBAH BLVD YORKVILLE IL 60560
3238 BOOMBAH BLVD YORKVILLE IL 60560
3228 BOOMBAH BLVD YORKVILLE IL 60560
3208 BOOMBAH BLVD YORKVILLE IL 60560
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3138 BOOMBAH BLVD YORKVILLE IL 60560
3128 BOOMBAH BLVD YORKVILLE IL 60560
3108 BOOMBAH BLVD YORKVILLE IL 60560
354 SHADOW WOOD DR YORKVILLE IL 60560
*PT of NE ¼ Section 17-37-7; Vacant land in
Caledonia Subdivision, S Cornels Rd & W Rt 47,
Kendall County, IL (PIN 02-17-201-014)
**PT Lot D, Caledonia Subdivision Phase 2 (PIN 02-
17-208-001)

The general purpose of the formation of the Special Service Area 2016-1 is to provide a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of all common areas within the Special Service Area, including, but not limited to, roads, sidewalks, lighting, landscaping, open spaces, trails, and storm water systems in the event that the Owners and/or a homeowners association within the Special Service Area have failed to do so. The special governmental services for the Special Service Area may include:

- (1) the maintenance and care of open spaces, trails, and wetlands including planting, landscaping, removal of debris, and cleanup;
- (2) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches;
- (3) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches;
- (4) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; and
- (5) the administrative costs incurred by the City in connection with the above (collectively, the “Services”) within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2016-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

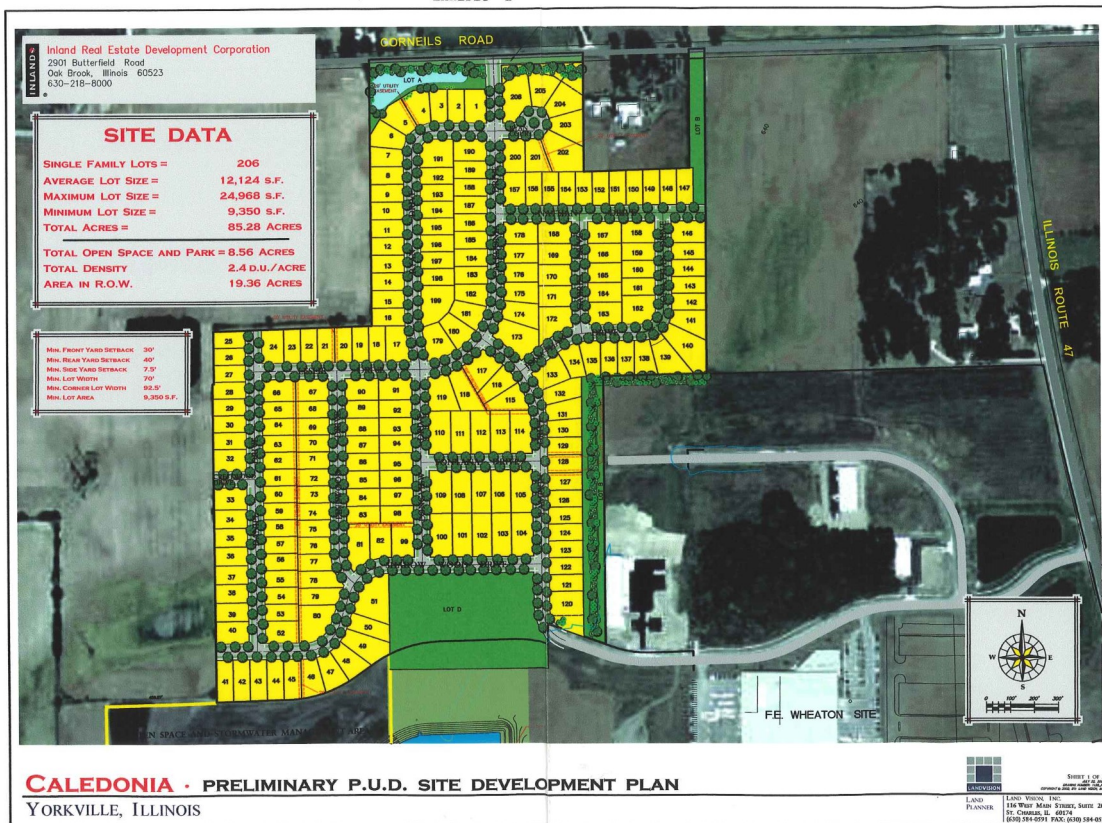
At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

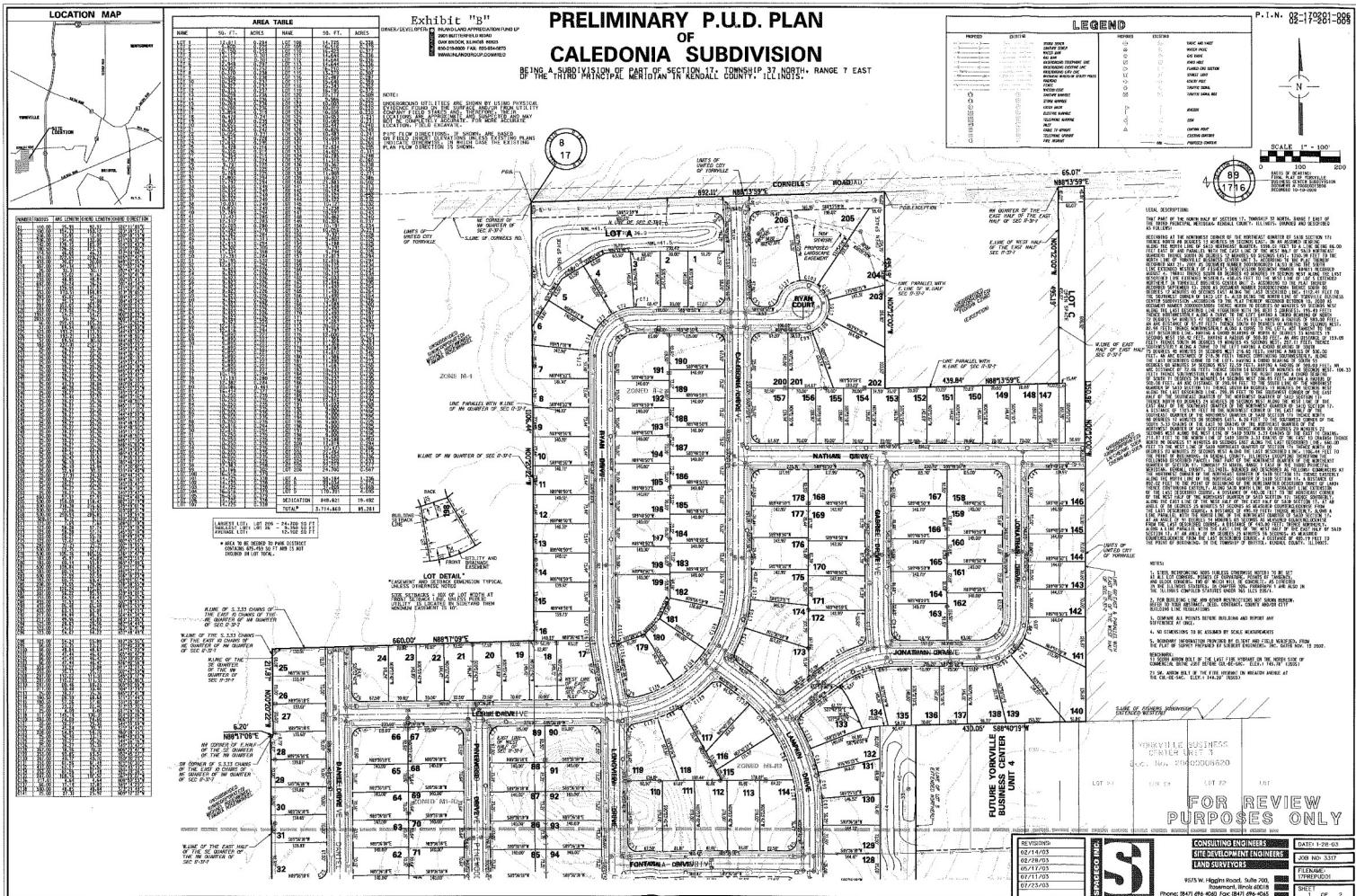
If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this ____ day of _____, 2016

CITY CLERK

Exhibit "B"





BEING A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS.



THE UNITED CITY OF YORKVILLE TYPICAL STREET SECTION
NOT TO SCALE

LEGEND

SYMBOL	EXPLANATION
1	1. DATE
2	2. NAME
3	3. ADDRESS
4	4. CITY
5	5. STATE
6	6. ZIP
7	7. PHONE
8	8. FAX
9	9. E-MAIL
10	10. COMMENTS
11	11. SIGNATURE
12	12. DATE
13	13. NAME
14	14. ADDRESS
15	15. CITY
16	16. STATE
17	17. ZIP
18	18. PHONE
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20	20. E-MAIL
21	21. COMMENTS
22	22. SIGNATURE
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24	24. NAME
25	25. ADDRESS
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32	32. COMMENTS
33	33. SIGNATURE
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97	97. E-MAIL
98	98. COMMENTS
99	99. SIGNATURE
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SYMBOL	EXPLANATION
1	1. DATE
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86	86. E-MAIL
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88	88. SIGNATURE
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91	91. ADDRESS
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93	93. STATE
94	94. ZIP
95	95. PHONE
96	96. FAX
97	97. E-MAIL
98	98. COMMENTS
99	99. SIGNATURE
100	100. DATE

REVISIONS: 02/14/03 02/28/03 05/17/03 07/10/03 07/23/03		CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS 9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 496-4060 Fax: (847) 496-4055	DATE: 1-28-03 JOB NO: 3317 FILENAME: 07PPE SUB002 SHEET 2 OF 2
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PAUL ANDERSON
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DECLARATION 74.00
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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 05/25/2006 09:23AM
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PAGES: 28

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
CALEDONIA SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 20 day of December, 2005, by **WYNDDHAM DEERPOINT HOMES**, an Illinois General Partnership (hereinafter referred to as "Declarant" or "Developer").

RECITALS:

A. Declarant is the owner of fee simple title to certain real estate, encompassing approximately **30.095+/- acres situated South of Corneils Road in the City of Yorkville, Kendall County, Illinois**, commonly known as part of "**CALEDONIA SUBDIVISION**" - **PHASE 1**, legally described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter sometimes referred to as the "**Subject Property**").

B. The Subject Property was acquired by Declarant on or about July 12, 2005 from **Inland Corneils, L.L.C. ("Inland")** and pursuant to a pending Contract, Declarant has the right to acquire from Inland additional adjacent land known or to be known as future **Caledonia Subdivision-Phase 2** and **Caledonia Subdivision-Phase 3** (i.e., the "**Add-On Property**"), further hereinbelow described and legally described on **Exhibit "B"** attached hereto and made a part hereof.

C. The Subject Property and the Add-On Property all have been annexed to and made a part of the municipal and corporate boundaries of the **United City of Yorkville** (the "**City**") pursuant to Annexation Agreement recorded in Kendall County, Illinois on September 6, 1995 as **Document No. 95-07156** (collectively, together with any amendments thereto, the "**Annexation Agreement**").

.....
This Instrument Prepared By and After
Recording Shall Be Returned To:
J. Steven Butkus, Esq.
GUERARD, KALINA & BUTKUS
100 W. Roosevelt Road, Suite A-1
Wheaton, IL 60187

P.I.N.(s): 02-17-201-008; 02-17-226-009; and
02-17-100-009
(Underlying-Affects Subject Property and Other
Property)

Property Address:
Caledonia Subdivision - Phase 1
30.095+/- Acres South of Corneils Road
Yorkville (Kendall County), Illinois

CHICAGO TITLE INSURANCE CO.
Aurora/Yorkville Office

Hand
592 in current county
Kendall County 26069305/552636

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D. The Subject Property has been subdivided as reflected, set forth and depicted on a certain Final Plat recorded in Kendall County, Illinois on _____, 2005 as **Document No. _____** (the "**Subdivision**"), creating **Seventy-Three (73)** subdivided detached single family residential lots (the "**Lots**"), all of which "**Lots**" are included hereunder and made subject to this Declaration.

E. There also is or will be constructed and contained within such "**Caledonia**" development Tract storm water Detention Pond(s) and/or other Stormwater Facilities (hereinbelow further defined) situated in the Subdivision parcel and/or in the Add-On Property Parcel that are to be utilized as and for storm water management and drainage easement and flood control purposes for all of the "**Caledonia**" development (the "**Drainage Easement Area(s)**").

F. Declarant has caused to be constructed certain landscape easements upon certain of the Lots located within the Subject Property as hereinafter identified (hereinafter referred to as the "**Landscape Easements Area(s)**").

G. Easements have been or are being reserved and established for possible construction, placement and maintenance of entrance or identifying monument signs for the Subject Property on portions of Lot(s) A (or other Open Space Area), all as further identified herein and/or on the Plat of Subdivision (the "**Final Plat**") of the Subject Property.

H. Declarant is desirous of providing for the ownership, care, maintenance and replacement, reconstruction and limitation of such signage common areas and other common areas (including but not limited to Drainage Easement Area(s) and Landscape Easement Areas) through the creation of an incorporated association, and the covenants, restrictions and easements set forth in this Declaration.

I. Declarant is further desirous of impressing all of the Lots in the Subject Property with certain additional covenants, conditions and restrictions.

J. Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Subject Property, or in any Lot or portion of a Lot therein, shall at all times hold their interests subject to the rights, priorities, easements, covenants, conditions, restrictions, liens, and charges hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the attributes of the Subject Property for the use and enjoyment of the residents and Owners thereof.

NOW, THEREFORE, Declarant declares that the Subject Property, as hereinafter defined is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, and liens (hereinafter referred to as "**covenants**").

ARTICLE I

DEFINITIONS

SECTION 1: The following words when used in this Declaration have the following meanings:

(a) **ADD-ON PROPERTY:** The real estate legally described on **EXHIBIT "B"** attached hereto and made a part hereof which is anticipated to be subdivided, pursuant to a future Plat of Subdivision for **Caledonia Subdivision-Phase 2 ("Phase 2")** anticipated to create subdivided, detached single-family

residential lots and additional Open Space Area or other common area and ***Caledonia Subdivision-Phase 3*** ("**Phase 3**") to create subdivided detached single-family residential lots and additional Open Space Area or other common area.

(b) **ANNEXATION AGREEMENT(S)**: The Annexation Agreement (including any related Annexation Ordinances) as further identified and described in the Recitals hereto (and any and all amendments thereto).

(c) **ASSOCIATION**: The "***Caledonia Homeowners Association***," an Illinois not-for-profit corporation (or such other similar available not-for-profit corporation name selected by Declarant) created and incorporated by Declarant.

(d) **BASEMENT**: A portion of a dwelling unit in which not less than one-half of its floor to clear ceiling height is below the average grade of the adjoining ground at the front elevation.

(e) **BOARD**: Members of the Board of Directors who are elected by the Association.

(f) **BUILDING**: Any roofed structure intended for shelter, housing, or enclosure of any person, animal or chattel.

(g) **CITY**: ***The United City of Yorkville***, a municipal corporation.

(h) **COUNTY**: ***The County of Kendall***, a body politic of the State of Illinois.

(i) **DECLARANT**: ***Wyndham Deerpoint Homes***, an Illinois General Partnership, and its successors and assigns.

(j) **DEVELOPER**: ***Wyndham Deerpoint Homes***, an Illinois General Partnership, and its successors and assigns.

(k) **DRAINAGE EASEMENT AREA(S)**: Those areas of the Subject Property (including any future Add-On Property subject to this Declaration) that are to be improved with various Stormwater Facilities (further hereinbelow defined) including Detention Pond(s) and facilities for use as and for a storm water management and drainage easement and flood control for all of the Caledonia development, as recited hereinabove.

(l) **DWELLING UNIT**: Any building or a portion thereof situated on a Lot within the Subject Property and intended for the use and occupancy of a single family for which an occupancy permit has been issued.

(m) **ENTRY FEATURES**: Permanent subdivision identification signs or monument signs, split rail fencing and other improvements constructed by Declarant or the Association within Lot(s) A or other Open Space Area or upon any other Lot within an appropriate easement established for the benefit of the Association. Entry Features may be illuminated, non-illuminated or a combination thereof.

(n) **FINAL PLAT**: The final plat of subdivision for Caledonia Subdivision-Phase 1 recorded with the Kendall County Recorder's office on _____, 2005 as **Document No.**

_____. Upon addition hereto of the Add-On Property, any recorded final plats for such Add-On Property shall likewise additionally be defined herein as "Final Plat."

(o) **GUEST:** A Person or Persons having access to and/or the use of a Lot pursuant to the invitation, consent, or neglect of the Owner of such Lot.

(p) **INLAND. Inland Corneils, L.L.C.,** an Illinois Limited Liability Company

(q) **LIVING SPACE:** The total interior square footage of a dwelling unit measured on a horizontal plane for each story, calculated by using the outside dimensions of such dwelling unit, exclusive of porches, garages, uninhabitable storage areas, and basements.

(r) **LOT:** A subdivided lot or portion thereof located within the Subject Property upon which an attached or detached single family dwelling unit may legally be constructed, maintained, and occupied. Reference to a Lot shall not include or mean an Open Space Area or Park Area or area used for Stormwater Facilities unless otherwise expressly provided or unless the context of such provision reasonably implies the inclusion of such area or parcel.

(s) **LOT OWNERSHIP:** Fee simple ownership of a Lot.

(t) **OCCUPANT:** A Person or Persons, other than an Owner, in possession of a Dwelling Unit.

(u) **OPEN SPACE AREA:** Those certain common areas or common lots situated within such Subject Property identified on the Final Plat designated for use as "open space" and/or for location of easement areas and to be maintained by the Association. In particular, this means and includes: (i) **Lot(s) "A"** (as depicted on the Phase 1-Final Plat); and (ii) future **Lot(s) "B"** and **"E"** in the Phase 2 portion of the Add-On Property and future **Lot(s) "C"** in the Phase 3 portion of the Add-On Property (as and when such respective Phases of Add-On Property are submitted to this Declaration).

(v) **OWNER:** A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any Lot Ownership, where title is held by Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by deed in lieu of foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.

(w) **PARK AREA:** The common area or common lot known or to be known as **Lot "D"** in the future Phase 2 portion of the Add-On Property which is anticipated to be conveyed and dedicated to the City (or other governmental entity) for park purposes. Certain drainage easements may be reserved or created by Final Plat or other means over such Park Area for the benefit of all or a portion of the Subject Property.

(x) **PERSON:** A natural person, corporation, partnership, trustee, or other legal entity capable of holding legal title to real estate.

(y) **SPECIAL SERVICE AREA:** a special tax district which the City will have a right, further hereinbelow declared and granted, to create and operate in the event the Association fails to perform its common area maintenance and management responsibilities herein.

(z) **STORMWATER FACILITIES:** Those improvements, including contours and grading and Detention Ponds, located within: (I) the aforementioned on-site Drainage Easement Area(s) within the Subject Property (including any Add-On Property) and impressed with an easement for stormwater management (the "**On-Site Facilities**"); and (II) off-site stormwater detention/retention areas on Outlot "A" of the Inland Business Park servicing or to service all or portions of the Subject Property (including future Add-On Property) (the "**Off-Site Facilities**"), all as required pursuant to applicable codes and ordinances of the City to detain and/or retain stormwater from the Subject Property and discharge such storm water at a restricted release rate, including all storm sewers, fixtures, and appurtenances being a part thereof or incidental thereto, which are not owned and maintained by the City. In addition to other Association common area costs which are part of the Association's budget and assessments, the Association shall be responsible for paying and contributing an equitable pro rata share of costs (on the basis of relative total acreages utilizing or served by such Off-Site Facilities) of installation, maintenance, upkeep, insurance and repair of such Off-Site Facilities to the entity which owns, administers and/or manages the same (which is or, it is anticipated will ultimately be the Yorkville Business Center Association) (the "**Off-Site Association**"). Such Off-Site Association is acknowledged and agreed to be a third party beneficiary of this provision. If any sum owed such Off-Site Association relative to the share of such costs attributable to any part of the Subject Property is not paid within thirty (30) days of invoicing, it is understood and agreed that the Off-Site Association shall be entitled to interest on such sums (at a rate equal to the larger of one and one-half (1.5%) percent per month or the highest permitted legal rate) and recovery of all costs of collection including reasonable attorney's fees and all other available rights, remedies and recourses and the Association hereunder shall be liable for the same and the same shall be an Association cost and expense.

(aa) **STORY:** That portion of a building other than a basement included between a floor and the top surface of the next floor or roof above, except that a space used exclusively for the housing of mechanical services of the building shall not be construed to be a story if access to such space may be had only for maintenance and such services. Except as otherwise provided for herein, a mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.

(bb) **STRUCTURE:** Anything constructed or erected on a lot, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground.

(cc) **SUBDIVISION:** The "**Caledonia Subdivision**" being all real estate that is encompassed by and is the Final Plat(s) (hereinabove defined and described).

(dd) **SUBJECT PROPERTY:** The real estate described in Article II hereof, including any Add-On Property if and when the same is annexed hereto by amendment to this Declaration as further herein provided.

(ee) **TURNOVER DATE:** The date on which Declarant turns over control of the Association to the Owners pursuant to the provisions of this Declaration..

(ff) **VOTING MEMBER:** The Owner or Person designated in writing to vote on behalf of a Lot Ownership pursuant to Article III, Section 5 of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the *United City of Yorkville, County of Kendall, State of Illinois*, and is legally described in **Exhibit "A"** attached hereto (subject to Declarant's right to additionally elect to hereafter amend this Declaration and submit Add-On Property to this Declaration as further herein provided).

ARTICLE III

CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

SECTION 1. ASSOCIATION. Within not more than seven (7) years following Declarant's recordation of this Declaration, the powers and authorities of the Declarant as set forth throughout this Declaration, except as otherwise expressly reserved unto Declarant hereunder or as limited pursuant to the instrument of assignment pertaining thereto, shall be vested in an Association having the name "**Caledonia Homeowners Association**", or such other name chosen by Declarant and acceptable to the Illinois Secretary of State, being an Illinois not-for-profit corporation formed by Declarant for such purpose. Declarant shall have the right, at Declarant's sole discretion, to establish the Association and assign all or any of Declarant's rights and/or duties hereunder to the Association at any time following the recordation of this Declaration. Until such time as the Association is created and turned over to the Owners, all of the rights, powers and duties of the Association as set forth herein shall remain vested in and may be exercised by Declarant, including, without limitation, the power to establish a budget and collect assessments in the manner and for the purposes set forth in Article IV of this Declaration.

SECTION 2. ASSOCIATION MEMBERSHIP. Each Owner, with respect to each Lot Ownership held by him, shall be a member of the Association so long as he is an Owner of a Lot. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when he ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of his obligation for any assessments which were levied or became due while he was a Lot Owner under this Declaration.

SECTION 3. ASSOCIATION RESPONSIBILITIES. The Association, acting through its membership, or its Board of Directors, as the case may be, shall have the responsibility(ies) of: (a) enforcing and administering the terms of this Declaration; (b) establishing and approving the annual budget (including necessary reserves); (c) providing for the maintenance, repair, replanting and rehabilitation of all landscaping materials, fencing and signs, if any, located within the landscape, fence and sign easements as identified on the Final Plat or as otherwise provided for under Article V of this Declaration; (d) providing for the management, maintenance, repair and rehabilitation of the Drainage Easement Area(s) and Stormwater Facilities situated thereon all as further hereinbelow specified; (e) collecting and contributing the Association's aforementioned equitable pro rata share of costs and expenses from time to time owed the "Off-Site

Association" (hereinafter defined) of installation, maintenance, upkeep, insurance and repair of Off-Site Facilities serving all or part of the Subject Property; and (f) establishing and collecting assessments to be paid by the Owners to defray the costs incurred by the Association in carrying out its duties and responsibilities hereunder, including, without limitation, the creation of reserve accounts determined to be reasonable and appropriate by the Board.

SECTION 4. BY-LAWS. The Association may adopt such By-Laws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association, and may be changed from time to time as the Association deems advisable. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners in accordance with the provisions of this Declaration.

SECTION 5. VOTING RIGHTS.

(a) Each Lot Ownership shall be entitled to one vote for each Lot owned by it. There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Association ("voting member"). The voting member may be the Owner or may be a person designated in writing by such Owner to act as proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for the purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person, the voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes, may be cast on behalf of any Lot Ownership.

(b) During any period in which a Lot Owner shall be in default in the payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

SECTION 6. MEETINGS.

(a) **LOCATION/QUORUM.** Meetings of the voting members shall be held at the Subject Property, or at such other reasonable location in the County of Kendall, Illinois, as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners. Withdrawal of a voting member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

(b) **ANNUAL MEETING.** The initial meeting of the voting members shall be held upon not less than seven (7) days written notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members, at such reasonable time and date as may be designated by written notice of the Board delivered to the voting members not less than thirty (30) days prior to the date fixed for such meeting.

(c) **SPECIAL MEETINGS.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the voting members, or for any other purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the voting members having twenty percent (20%) of the total votes and delivered not less than four (4) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this Declaration. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(d) **NOTICES OF MEETINGS.** Notices of meetings required to be given herein shall be delivered either personally or by mail to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the tax assessee of record for such Lot, if no other address has been given to the Board.

SECTION 7. BOARD OF DIRECTORS.

(a) At the initial meeting of the voting members, and at each annual meeting thereafter, a Board of Directors consisting of three (3) Lot Owners, or the total number of Lot Owners then existing, whichever is less, shall be elected by a majority of the voting members in attendance at such meeting in person or by written proxy, each to serve a term of one (1) year and until his successor is elected and qualified. Board members shall serve the Association without compensation. For purposes of incorporating the Association, Declarant may select an initial Board of Directors consisting of persons who may or may not be Lot Owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Directors at said meeting.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, and a Secretary-Treasurer who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and a Treasurer.

(c) Vacancies in the Board of Directors caused by any reason shall be filled by a vote of voting members at a special meeting called for that purpose.

(d) At any meeting of the voting members duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the voting members and a successor may then and there be elected to fill the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(e) Until the first Board of Directors is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.

(f) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the

members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

SECTION 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including, without limitation, the following:

- (a) To provide for the planting, care, maintenance, restoration and replacement of landscaping materials within the landscape easements as indicated on the Final Plat.
- (b) To provide for the care, maintenance and rehabilitation of entryway landscaping and entry and other Entry Features.
- (c) To provide for such landscape care and maintenance of the Drainage Easement Area(s), Stormwater Facilities and Landscape Easement Area(s) from time to time required in order to maintain compliance of such areas with this Declaration, the Annexation Agreement and applicable codes and regulations of the City and other applicable governmental authorities pertaining to wet and/or dry bottom retention/detention and/or drainage facilities or areas and so on.
- (d) To deal with and administer on behalf of all Lot Owners and the Association, all rights, duties and obligations with respect to any Off-Site Facilities (or other off-site improvements) which serve and benefit all or any part of the Subject Property, the "Off-Site Association" (hereinabove defined) and to collect all assessments and pay all charges associated therewith.
- (e) To enforce the terms of this Declaration.
- (f) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any regular and/or special assessments against his Lot, and to collect the same, all in accordance with this Declaration.
- (g) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association, and the Board against such risks as the Board may in its discretion deem appropriate, provided, however, that in no event shall comprehensive general liability insurance coverage for the Association be in an amount less than One Million Dollars (\$1,000,000.00) for each person and each occurrence.
- (h) To pay all taxes and other costs and expenses incident to any property owned by the Association for the benefit of the Association.
- (i) To execute such grants of easement, not inconsistent with the easements specified in Article V hereof, as may be necessary from time to time to the City and/or any utility company or provider serving or utilizing any property from time to time owned by the Association.
- (j) To handle and complete any dedication or conveyance of Park Area, if and to the extent the Developer has not completed the same at the Turnover Date.

(k) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select.

(l) To authorize any officer or officers, agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association.

(m) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the Board or his agent or attorney, for any proper purpose at any reasonable times.

(n) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages in the Lots.

(o) To provide written statements upon the request of an Owner identifying the amount of the current assessments levied against such Owner's Lot and the amount, if any, of such assessment then remaining unpaid.

(p) To adopt further reasonable procedures, rules and regulations for the enforcement of this Declaration and the collection of assessments which are consistent herewith.

(q) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Lot Owners by the By-Laws or this Declaration.

SECTION 9. INDEMNITY OF BOARD OF DIRECTORS. The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners or any mortgage holder for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

SECTION 10. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between the Lot(s) Owner(s) relating to the Drainage Easement Area(s), Stormwater Facilities, Landscape Easement Area, Entry Features, or other common area or any question of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

ARTICLE IV

ASSESSMENTS

SECTION 1. LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot Ownership it continues to own and have from and after the Turnover Date, whether or not improved with an occupiable dwelling unit owned by it, hereby covenants to pay to the Association, subject to the conditions and limitations expressed in this Article IV, as well as each Lot Owner other than the

Declarant, by acceptance of the deed to his Lot Ownership, shall be deemed to covenant and agree to pay to the Association, annual assessments or charges, and special assessments as hereinafter authorized, fixed, established, and collected from time to time as hereinafter provided. All such annual and special assessments, together with interest, if any, and cost of collection thereof, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment became due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association or Declarant, as the case may be, shall be used exclusively to carry out and promote the purposes, obligations and duties of the Association as set forth in this Declaration, and to enforce this Declaration and the compliance herewith by each Lot Owner.

SECTION 3. AMOUNT OF ANNUAL ASSESSMENT/INITIAL "RESERVE(S) PAYMENT". Until the first annual meeting of the Association and the turnover of the Association by Declarant, the amount of the annual assessment shall be determined by the Declarant. Declarant and/or Developer may additionally require, in their sole discretion, that the first grantee of a fully improved Lot (meaning a Lot improved with a substantially completed Dwelling Unit) pay and deposit with the Association an initial non-refundable reasonable "reserve" amount for purposes of initially funding the Association and establishing Association reserves. Unless Declarant otherwise elects to modify or change such initial "reserve" amount prior to closing upon the first Lot sale, the "reserve" required to be paid by each such respective first grantee shall be Two Hundred and No/100 (\$200.00) Dollars. The Association has the same rights and recourses to collect such reserve payment as it has with respect to any other assessment hereunder. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots contained within the Subject Property on an equal basis. In the event the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, then one hundred five percent (105%) percent of the amount of the annual assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members. In the event the voting members fail to adopt the annual assessment as aforesaid and the Board determines the financial requirements of the Association for the upcoming year will exceed one hundred five (105%) percent of the prior years annual assessment, the Board may, by a two-thirds (2/3) vote of the Directors, adopt an annual assessment exceeding one hundred five (105%) percent (but in any event not exceeding one hundred twenty-five (125%) percent) of the annual assessment for the preceding year.

SECTION 4. SPECIAL ASSESSMENTS FOR EXTRAORDINARY ITEMS. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or of any maintenance responsibility of the

Association, provided that any such assessment shall have the assent of sixty percent (60%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. The quorum required for any action authorized by Sections 3 and 4 of this Article IV, together with such other actions duly noticed to be considered at such meeting, shall be as follows:

At the first meeting of voting members called pursuant to Sections 3 and 4 of this Article IV, the presence in person or by written proxy of voting members entitled to cast twenty (20%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at such meeting, subsequent meetings may be called, subject to the notice requirement set forth in said Sections 3 and 4, until a quorum of three quarters (3/4) of the required quorum at the first such meeting is met.

SECTION 6. DATE OF ASSESSMENT. The Declarant, until the first annual meeting of voting members, and thereafter, the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board, setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENT; REMEDIES OF ASSOCIATION

- (a) If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied.
- (b) If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at an interest rate of one and one-half percent (1-1/2%) per month, or the maximum rate allowable by law, whichever is less, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action.

SECTION 8. SUBORDINATION OF LIEN TO CERTAIN ENCUMBRANCES. The lien of the assessments provided for in this Section 7 shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments and charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge.

SECTION 9. RIGHT OF CITY TO MAINTAIN AND LEVY TAXES (SPECIAL SERVICE AREA). In the event the Association fails to properly maintain the Drainage Easement Area(s), Stormwater Facilities, Entry Features, perimeter landscaping features and Landscape Easement Area(s) or other common areas, the City shall have the right to perform such maintenance in accordance with the provisions of this Declaration and the Annexation Agreement and the cost incurred by the City as a result thereof, together with such additional City fees as may be permitted by ordinance, rule or regulation, shall be defrayed from additional real estate taxes levied and collected pursuant to an ordinance or ordinances to be hereafter adopted by the City of South Elgin establishing a special service area for the Subject Property and/or other portions of such "Caledonia" development from time to time developed ("**Special Service Area**"), all as provided for pursuant to applicable provision of the Annexation Agreement and applicable City ordinances, rules and regulations.

ARTICLE V

EASEMENTS

SECTION 1. PUBLIC UTILITY, DRAINAGE AND STORM WATER MANAGEMENT EASEMENTS. Pursuant to the Final Plat and/or other recorded easement agreements or plats (the "**Easement Grants**"), the Declarant and/or other owners have granted certain easements for public utilities, drainage and storm water retention/detention to the City and other named common carriers and franchisees of the City. Said easements and the locations thereof are identified on the Final Plat and any such Easement Grants. Pursuant to said easements, the City and other parties benefited thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the Final Plat and any such Easement Grants, and each Owner of a Lot within the Subject Property shall maintain the easement premises located on his Lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat and any such Easement Grants.

SECTION 2. LANDSCAPE EASEMENT. Declarant hereby grants and reserves unto itself and the Association a non-exclusive perpetual easement for the installation, care, maintenance, replacement and renewal of fencing, temporary and permanent signs, plants, shrubs, bushes and other landscape materials (hereinafter referred to as the "**Landscape Easement**") over, across, upon and within those portions (if any) of the Subject Property identified in the Annexation Agreement and/or identified on the Final Plat as Landscape Easement(s) (hereinafter referred to as the "**Landscape Easement Area(s)**"). The party carrying out any work or activity upon the Landscape Easement Premises pursuant to the authority established under the Landscape Easement shall promptly restore to a condition at least as good as that existing prior to such activity all areas within the Landscape Easement Premises and any adjoining property disturbed as a result of such work or activity. The Landscape Easement shall include the right of ingress and egress to and from the Landscape Easement Premises for the purpose of carrying out the rights and authorities established under the Landscape Easement. Anything hereinabove contained to the contrary notwithstanding, fencing may only be installed within the Landscape Easement upon and subject to the prior express written consent of the

Developer (prior to the "Turnover Date") and thereafter of the Association. The Developer (prior to the Turnover Date) or Association (after the Turnover Date) as the case may be, shall have sole and absolute discretion and authority, to allow or prohibit, on a case-by-case (Lot-by-Lot) basis installation of any fencing on landscape berm areas.

SECTION 3. EASEMENT TO RUN WITH THE LAND. All easements on or with respect to any Lot within the Subject Property as established by the Final Plat or under this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, the City, and any Owner, Occupant, purchaser, mortgagee, and other person having an interest in any Lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns, subject to the provisions of Section 1 of Article IX of this Declaration.

ARTICLE VI

USE RESTRICTIONS

The following covenants and restrictions on use shall apply to all Lots within the Subject Property.

SECTION 1. MAINTENANCE AREAS. All Lot Ownerships in the Subject Property, through the Association, shall be responsible for the care, maintenance, repair, rehabilitation and replacement of Stormwater Facilities, Drainage Easement Areas, Open Space Areas, Entry Features and landscaping located within cul-de-sac landscape islands, public street right-of-ways and Landscape Easements and other common areas, to the extent required under this Declaration (collectively referred to as the "**Maintenance Areas**"). In the event Maintenance Areas are not properly maintained by the Association or the Lot Ownerships, the City shall, upon ten (10) days prior written notice to the Association or all of the general real estate tax assesses of record for the Lots, have the right to perform or have performed on its behalf all reasonably necessary maintenance work to or upon the Maintenance Areas, or any portion thereof. In each such case, the City, through its designated representatives, shall have the right to enter upon, cross over and utilize all or any portion of the Maintenance Areas to carry out such maintenance. The City and its representatives shall use all reasonable efforts to minimize any damage or disturbance to Lot(s) and any other Maintenance Area. In the event the City is required to effectuate such maintenance of any portion of the Maintenance Areas, it shall be entitled to recover one hundred ten percent (110%) of the costs incurred by it as a result thereof through the collection of additional taxes in accordance with the provisions of Section 9 of Article IV of this Declaration.

SECTION 2. ANTENNA AND SOLAR HEATING SYSTEMS. No solar heating system, dish type antenna or tracking device utilized to receive or intercept satellite transmissions exceeding twenty-four (24") inches in diameter or high definition television reception antenna or equipment, or any other form of antenna, shall be located or used on any Lot within the Subject Property unless fully enclosed within the principal structure on the Lot. Furthermore, in any event, any such satellite dish type antenna or tracking device which is twenty-four (24") inches or less in diameter, shall not be installed without prior approval by the Board as further hereinbelow provided nor in any event shall the same be installed in the front of a Dwelling Unit or in any other location which is highly visible from the adjoining street(s). No television or radio tower, antennae, or dish of any type used for transmitting signals shall be located or utilized on any Lot. After the Turnover Date, the Board shall have the power to adopt and prescribe further regulations consistent herewith and to reasonably modify and supplement this Section based upon then existing technological factors.

SECTION 3. INTENTIONALLY OMITTED.

SECTION 4. SWIMMING POOLS. No above ground swimming pools, except for pools that are installed so that at least two-thirds (2/3) of the pool height is in-ground, and excluding children's wading pools, shall be erected, placed or utilized on any Lot. Further, no partially buried or partially embedded swimming pools or other pool structures shall be erected, placed or utilized on any Lot.

SECTION 5. BUILDING EXTERIORS. Aluminum, vinyl, brick, stone, cultured or manufactured stone, masonite, stucco, dryvit, cedar and wood exterior siding or soffit materials may be incorporated in the construction of any Dwelling Unit located upon any Lot within the Subject Property. All roofs must be of an asphalt shingle or cedar shake shingle material. No other form or type of exterior material shall be utilized without Declarant's prior written consent.

SECTION 6. MINIMUM BUILDING SIZE/COMPLIANCE WITH CITY CODES AND ORDINANCES. The following standards for minimum square footage of living space shall be applicable to each dwelling unit constructed within the Subject Property:

- a. All two (2) Story and multi-Story Dwelling Units shall contain not less than One Thousand Nine Hundred Fifty (1,950) Square Feet of living space above the top of the Dwelling Unit's foundation at its highest point.
- b. All one (1) Story Dwelling Units shall contain not less than One Thousand Seven Hundred Fifty (1,750) Square Feet of living space above the top of the Dwelling Unit's foundation at its highest point.

The term "Square Feet" is defined as the sum of the horizontal areas of the several floors of the building, exclusive of basements, breezeways, garages, carports and open terraces. All buildings in the Development shall be constructed according to applicable building codes, regulations and ordinances promulgated by the City; provided, however, that if any of the standards set forth herein or which may be hereinafter imposed by amendment to this document are more restrictive than said codes, regulations and ordinances, the more restrictive standards shall govern.

SECTION 7. INTENTIONALLY OMITTED.

SECTION 8. LOT GRADING. Following the issuance of any occupancy certificate by the City for a Lot, such Lot shall be graded, and such grades shall be maintained, in compliance with the master grading plan affecting such Lot, as approved by the City. The top of foundation for each dwelling unit shall be constructed in substantial conformity to the elevation as provided on said master grading plan.

SECTION 9. MODEL HOMES. No structure or other facility located upon the Subject Property shall be occupied or utilized for the purpose of a model home and/or sales and or construction office without the prior written approval of Declarant, and then only in accordance with the limitations and restrictions of such approval. Such approval shall be in the sole and absolute discretion of Declarant. Nothing contained in this Declaration shall be construed to prohibit or limit the use of a structure for a model home and/or sales and construction office if otherwise approved by Declarant. Declarant shall have the right and authority to use, and authorize in writing others to use, sales and construction trailers upon the Subject Property.

SECTION 10. ACCESSORY STRUCTURES. No accessory structures, outbuildings, or storage sheds, including, without limitation, detached garages, shall be constructed, maintained, or utilized upon any Lot, except for decks, patios, approved swimming pools, children's playhouses, and gazebos, the latter two of which shall be constructed of materials permitted pursuant to Section 5 of this Article VI. Each such child's playhouse and gazebo shall contain one floor only constructed at or near ground level, and no child's playhouse shall exceed one hundred (100) square feet of gross floor area. No deck, patio, swimming pool, children's playhouse or gazebo shall be constructed on any Lot without first receiving the Board's written approval pursuant to this Declaration.

SECTION 11. FENCES. No chain link or cyclone type fences of any kind shall be constructed, used or maintained for any purpose upon any Lot located within the Subject Property. Any Lot Owner or Occupant desiring to erect a fence upon a Lot shall first obtain approval therefor pursuant to the provisions of this Declaration and any additional rules and regulations from time to time adopted by the Board in furtherance hereof. All fences erected, maintained or used upon a Lot shall be constructed in compliance with the "Fence Requirements" identified in Exhibit "C" attached hereto.

All fences erected or used upon a Lot shall be constructed so that the finished face of such fence faces outward from the property lines of such Lot and all structural and support members of the fence face inward toward such Lot. All fences constructed within the Subject Property shall fully comply with applicable ordinances of the City and all necessary and appropriate permits required by the City or other applicable authority for such fence shall be procured by the constructing party prior to the commencement of construction. In the event a Lot Owner fails to properly maintain a fence located on such Owner's Lot, the Association shall have the right and authority, upon at least ten (10) days prior written notice to such Lot Owner, to enter upon such Lot and perform or cause to be performed reasonable maintenance, replacement, renewal or removal of such fence. All costs incurred by the Association in carrying out such work, plus an additional fifteen percent (15%) thereof, shall be paid by such Lot Owner to the Association, and the Association shall have a lien against such Lot in such amount, plus reasonable attorney's fees incurred by the Association in collecting the same.

SECTION 12. SIGNS. No signs or placards of any kind, except for a single customary size real estate "for sale" sign complying with applicable ordinances of the City, shall be permitted to be publicly displayed by any Lot Owner on any Lot, whether inside or outside of the Dwelling Unit on such Lot. This provision shall not apply to any signs utilized by Declarant, Developer or any person authorized by them, in accordance with applicable City sign ordinances in the development, sale and marketing of the Subject Property.

SECTION 13. ANNEXATION AGREEMENT RESTRICTIONS. In addition to all other restrictions and covenants set forth in this Declaration, each Lot shall fully comply with the applicable terms, conditions and restrictions set forth in the Annexation Agreement (hereinafter identified).

ARTICLE VII
[INTENTIONALLY OMITTED]

ARTICLE VIII

ADD-ON PROPERTY

SECTION 1. ADD-ON PROPERTY (FUTURE CALEDONIA PHASES 2 AND 3). The Subject Property constitutes the first (1st) unit or "Phase" of the overall development known as the Caledonia Subdivision. Accordingly, Declarant contemplates the development of one or more additional units of Caledonia Subdivision on the Add-On Property as defined in Paragraph (a) of Section 1 of Article I of the Add-On Property, or any other property contiguous to the Subject this Declaration. Declarant, by written instrument or instruments duly executed by Declarant and hereafter recorded with the Kendall County Recorder's office, shall have the right and authority, but not the obligation, to from time to time subject all or any part of Property or Add-On Property hereafter acquired by Declarant, to the conditions, covenants, easements, reservations and restrictions set forth in this Declaration, subject to such alterations, amendments, or clarifications of the terms and provisions hereof, and such additional covenants, easements, and restrictions as Declarant may deem appropriate for the applicable parcel of the Add-On Property.

The submission of all or any portion of the Add-On Property or other contiguous property to this Declaration shall be in the sole and absolute discretion of Declarant, and shall not require the consent or approval in any form or manner of any Lot Owner taking title by, through or under Declarant, or any of Declarant's grantees or assignees. The right and authority vested in Declarant pursuant to this Article VIII shall be personal to Declarant and shall not run to the benefit of any grantee, successor or assignee of Declarant except by written instrument of assignment specifically referencing the right being assigned, duly executed by Declarant and recorded with the Kendall County Recorder's office. Each portion of the Add-On Property, or other contiguous property, from time to time duly subjected to this Declaration shall automatically be treated as a part of the Subject Property for purposes of applying the provisions of this Declaration. Unless otherwise provided in the instrument adding such property under this Declaration, all common areas facilities and common facilities shall be administered and maintained by the Association, and the assessments from time to time levied by the Association or Declarant shall be spread over all of the property then being the subject of this Declaration.

SECTION 2. SPECIAL "ADD-ON" OPTION RIGHTS GRANTED TO INLAND. In addition to the foregoing rights of the Declarant to annex all or part of the Add-On Property as additional Subject Property of this Declaration, Declarant hereby grants unto Inland, its successors and assigns the right, power, authority and privilege (without the consent or approval of any other person or entity whatsoever) to elect to amend this Declaration for the purpose of annexing either and/or both of such Phase 2 and Phase 3 Add-On Property as additional Subject Property of this Declaration, in the event Declarant (or its commonly owned affiliate) fail to complete acquisition of either or both such Phases of Add-On Property. In such event, Inland must elect such add-on option and right and execute and record the appropriate amendment to this Declaration, effectuating the same, within not more than sixty (60) days following the date of recording of the respective Final Plat for each such Phase of Add-On Property. This Article VIII, Section 2 of this Declaration cannot be further amended without the prior written consent of Inland (or its successors or assigns, as the case may be). Nothing set forth herein shall otherwise confer or create any other right or obligation of Inland as a Declarant hereunder.

ARTICLE IX

DECLARANT'S RIGHTS RESERVED

SECTION 1. EASEMENTS. Notwithstanding any provisions contained herein to the contrary, the easements granted or referred to under Article V of this Declaration shall be subject to:

- (a) The right of the Declarant to execute all documents and do all other acts and things affecting the Subject Property (including but not limited to the execution, granting and/or creation of future easements related to drainage stormwater management and/or public utilities or improvements; special service area agreements; conveyances or dedications of land to the City and/or other governmental or quasi-governmental entities) which, in the Declarant's sole opinion and discretion, are desirable and appropriate in connection with Declarant's and Developer's rights hereunder, provided any such document or act or thing does not unreasonably interfere with the property rights of any Owner.
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental body for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes, or any other utility services serving any Dwelling Unit or as otherwise specified in such easements.
- (c) The vacation or relocation of easements by the Declarant pursuant to agreement with the City to facilitate the service of utilities to all or any portion of the Subject Property, or to eliminate a particular hardship which would otherwise be experienced by an Owner.

SECTION 2. CONSTRUCTION AND SALES FACILITIES. Declarant shall have the right to construct, operate and maintain, and to authorize others pursuant to the provisions of Section 8 of Article VI of this Declaration to construct, operate and maintain, construction and/or sales facilities in model homes and other structures approved by Declarant located within the Subject Property throughout the period of construction and sales of Lots and Dwelling Units located within the Subject Property, or any portion thereof.

SECTION 3. TEMPORARY SALES SIGNS AND MATERIALS. Declarant, Developer and others authorized in writing by Declarant, shall have the right and authority to construct, install and utilize temporary sales, marketing, directional and advertising signs, banners, pennants and materials (hereinafter collectively "**Temporary Signs**") from time to time deemed appropriate by Declarant to promote the development and sales of Lots and dwelling units constructed or to be constructed upon any Lot. Developer shall have sole and exclusive discretion in the design, colors, configurations and composition of such Temporary Signs. Temporary Signs may be located upon (i) the Landscape Easement, as defined in Section 2 of Article V of this Declaration, (ii) any Lot owned or controlled by Declarant, Developer or any other entity authorized in writing by Declarant, and (iii) any Lot within the Subject Property upon which the right to place Temporary Signs is reserved by Declarant, Developer or such authorized entity. All Temporary Signs shall be removed by the entity which installed the same no later than the issuance of the occupancy permit for the last dwelling unit occupied within the Subject Property.

SECTION 4. PERMANENT ENTRY SIGNS. Declarant shall have the right and authority, but not the obligation, to construct permanent subdivision identification entry signs within the Landscape Easement or other easements reserved by Declarant for such purpose on Lot(s) A and/or other Open Space Areas and/or other Lot(s), at or near points of entry to the Subject Property and other access points (hereinafter "**Permanent Entry Signs**"). All Permanent Entry Signs constructed by Declarant shall be conveyed to and owned and maintained by the Association.

SECTION 5. EXCEPTIONS. Except for rights granted to the City, Declarant, for itself only, hereby reserves the right to enter into written agreements without the consent of any Owner to deviate from any or all of the provisions set forth herein, including, without limitation, the restrictions set forth in Article

VI hereof, in the event Declarant determines, in its sole and absolute discretion, practical difficulties or particular hardships or other justifications are evidenced by any Owner of any Lot in the Subject Property. Any deviation so approved shall not constitute a waiver of the right of Declarant or any Owner to enforce against any other Lot within the Subject Property the provision deviated from, nor shall Declarant have any obligation to extend or grant such deviation to any other Lot within the Subject Property.

SECTION 6. GENERAL AUTHORITY. Declarant shall have the right to execute all documents and undertake any actions effecting the Subject Property, and any portions thereof, which in Declarant's sole and absolute discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

SECTION 7. DECLARANT'S AGENT. All notices, approvals, consents, deviations, and other authorizations which may be given by Declarant hereunder may also be given by Declarant's Agent as identified in Section 1 of Article VII of this Declaration. All such notices, approvals, consents, deviations, and other authorizations from time to time voluntarily given in writing under the authentic and duly authorized signature of Agent shall be deemed binding upon Declarant and may be relied upon solely by the person or entity to which the same is specifically addressed. Declarant may from time to time revoke, alter, amend or transfer the authority granted under this Section 5 by written instrument referencing this Section 5, which instrument shall be deemed effective upon execution by Declarant and recordation thereof with Kendall County Recorder of Deeds.

SECTION 8. ASSIGNMENT OF DECLARANT'S RIGHTS. Declarant, its successors or assigns, shall have the right to transfer and assign all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment and specifically referencing this Declaration and the provisions assigned, which shall be effective when recorded in the office of the Recorder of Deeds of Kendall County, Illinois, and Declarant, its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the transferee.

SECTION 9. RIGHTS OF DEVELOPER. All rights reserved and granted to Declarant hereunder shall be deemed reserved and granted to Developer and may be exercised and carried out by Developer.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this Declaration or portions thereof, and the City, and their respective legal representatives, heirs, grantees, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

SECTION 2. AMENDMENT. Except as otherwise provided herein (including special amendment rights pertaining to Add-On Property), this instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all of the Lot Ownerships to which such provision applies, or such other percentage of Lot Ownerships as expressly otherwise provided in this Declaration. The foregoing to the contrary notwithstanding, prior to Declarant's assignment of its rights and powers hereunder to the Association, Declarant shall have the right and authority to from time to time amend this Declaration as Declarant may determine to be appropriate in Declarant's sole and absolute discretion, without the consent of any other Owner. No amendment to the obligation of the Association to provide for the common care and maintenance of the Drainage Easement Area(s), common landscaping and/or Entry Features as provided herein shall be effective unless duly approved and executed by the City and Owner or Owners of each of the Lots upon which the effected item is located (as to the landscaping and signage). Additionally, Article VIII, Section 2 (Inland Add-On Rights) cannot be amended without Inland's prior written consent and provisions of this Declaration dealing with the Association's obligation to contribute to the cost and expense of Off-Site Facilities cannot be amended without the prior written consent of the Off-Site Association. Such required consent of Inland or such Off-Site Association, as the case may be, may be withheld by Inland or such Off-Site Association in their respective sole discretion, reasonably exercised.. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the Recorder of Deeds, Kendall County, Illinois.

SECTION 3. SEVERABILITY If any provisions of this Declaration or any section, sentence, clause, phrase or word hereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

SECTION 4. HEADINGS NOT CONTROLLING. The headings, sub-headings, and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

SECTION 5. PERPETUITIES AND OTHER RULES OF PROPERTY. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Chairman of the Kendall County Board, Kendall County, Illinois, and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.

SECTION 6. TITLE IN LAND TRUST. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries from time to time established thereunder shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings, chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

SECTION 7. RIGHTS AND OBLIGATIONS. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed and shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and, except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant unless otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kendall County Recorder's Office.

SECTION 8. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

SECTION 9. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS.

- (a) **DEFAULT.** In the event of any default of any Owner under the provisions of this Declaration, or any amendment hereof, Declarant, the Association, other Owners, and the City shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association, such other Owners or the City in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, shall be charged to and assessed against such defaulting Owner.
- (b) **NO WAIVER OF RIGHTS.** The failure to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision, covenant, or condition in the future, irrespective of the number of violations, defaults, or breaches which may occur.
- (c) **REMEDIES CUMULATIVE.** All rights, remedies, and privileges granted to Declarant, the Association, Owners, or the City pursuant to any of the terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude Declarant, the Association, Owners, or the City thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted to Declarant, the Association, Owners, or the City at law or in equity.

SECTION 10. LIMITED APPLICATION. Nothing contained in this Declaration shall be construed to apply to any property other than the Subject Property (including any future annexed Add-On Property).

SECTION 11. CONFLICT. In the event of a conflict between any provision of this Declaration and an express provision contained on the Final Plat, the provision of the Final Plat shall prevail.

SECTION 12. GOVERNING LAW AND VENUE. This Declaration (including any amendments hereto) shall be governed by and construed in accordance with the law of the State of Illinois. Venue for any litigation or suit hereunder shall be in the Illinois Circuit Court for Kendall County, Illinois.

SECTION 13. RECITALS AND EXHIBITS. The Recitals set forth at the beginning of this Declaration and the Exhibits attached hereto are hereby incorporated into and made a part of the substance of this Declaration.

IN WITNESS WHEREOF, Declarant/Developer has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

DECLARANT/DEVELOPER:

WYNDHAM DEERPOINT HOMES, an Illinois General Partnership

By: **Deerpoint Homes, Inc.**, an Illinois Corporation
(One of its Authorized Partners)

By: 
Richard M. Guerard, President

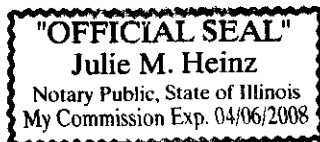
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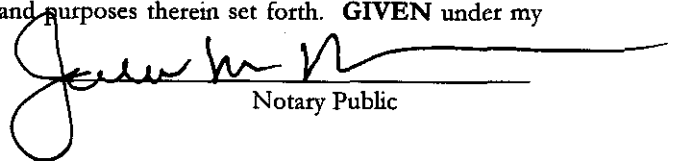
STATE OF ILLINOIS)

SS

COUNTY OF LaSalle)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that the above named **RICHARD M. GUERARD**, President of **DEERPOINT HOMES, INC.**, an Illinois Corporation, Authorized Partner of **WYNDHAM DEERPOINT HOMES**, an Illinois General Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth. **GIVEN** under my hand and seal this 20 day of December, 2005.




Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT "A": Legal Description of "Subject Property"

EXHIBIT "B": Legal Description of "Add-On Property"

EXHIBIT "C": Fence Requirements

Unofficial

EXHIBIT "A"

LEGAL DESCRIPTION OF "SUBJECT PROPERTY"

(CALEDONIA SUBDIVISION - PHASE 1, YORKVILLE, ILLINOIS)

THAT PART OF THE NORTH 1/2 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 892.02 FEET RECORD, 892.11 FEET MEASURED; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 17, A DISTANCE OF 40.01 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 59 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 315.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 14 MINUTES 00 SECONDS WEST 35.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 45 MINUTES 39 SECONDS EAST 75.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 56.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2033.00 FEET AND WHOSE CHORD BEARS SOUTH 00 DEGREES 58 MINUTES 37 SECONDS EAST 56.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 10 SECONDS EAST 57.96 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 11 MINUTES 10 SECONDS EAST 35.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 50 SECONDS EAST 18.53 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 32.31 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 52 DEGREES 47 MINUTES 46 SECONDS EAST 30.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTH, EAST, AND SOUTH 220.07 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET AND WHOSE CHORD BEARS SOUTH 68 DEGREES 43 MINUTES 21 SECONDS EAST 131.39 FEET; THENCE SOUTH 63 DEGREES 56 MINUTES 29 SECONDS EAST, NON-TANGENT TO THE LAST DESCRIBED CURVE 164.48 FEET TO A LINE PARALLEL WITH THE EAST 1/2 OF SAID SECTION; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST ALONG LAST DESCRIBED LINE A DISTANCE OF 103.53 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS WEST 403.40 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 10 SECONDS WEST 114.96 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 39.27 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 11 MINUTES 10 SECONDS WEST 35.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 48 MINUTES 50 SECONDS WEST 115.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 10 SECONDS EAST 669.49 FEET; THENCE SOUTH 26 DEGREES 18 MINUTES 55 SECONDS WEST 57.85 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES 17 SECONDS WEST 57.11 FEET; THENCE SOUTH 71 DEGREES 28 MINUTES 11 SECONDS WEST 75.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 4.64 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 217.00 FEET AND WHOSE CHORD BEARS SOUTH 08 DEGREES 50 MINUTES 53 SECONDS EAST 4.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09 DEGREES 27 MINUTES 38 SECONDS EAST 110.89 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 13 SECONDS EAST 112.90 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 119.42 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 17 SECONDS EAST 489.42 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 77.99 FEET ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 433.00 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 33 MINUTES 19 SECONDS EAST 77.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 347.43 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 496.42 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 42 SECONDS EAST 246.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 173.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 164.56 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 142.00 FEET AND WHOSE CHORD BEARS SOUTH 56 DEGREES 24 MINUTES 18 SECONDS WEST 155.50 FEET; THENCE NORTH 66 DEGREES 47 MINUTES 42 SECONDS WEST 66.37 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS WEST 187.68 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 42 SECONDS WEST 935.58 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 18 SECONDS EAST 165.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 42 SECONDS WEST 146.14 FEET TO A POINT ON THE NORTH LINE OF SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE 155.39 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS

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EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

**(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)**

LEGAL DESCRIPTION:

**THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 37 NORTH,
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY,
ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER
OF SAID SECTION 17; THENCE NORTH 88 DEGREES 13 MINUTES 59 SECONDS
EAST, ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID
NORTHEAST QUARTER, 1398.01 FEET TO A LINE BEING 66.00 FEET EAST OF
AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID
NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 00
SECONDS EAST, 1350.98 FEET TO THE NORTH LINE OF YORKVILLE
BUSINESS CENTER UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED
MAY 21, 2001 AS DOCUMENT NUMBER 200100008620 (ALSO BEING THE
SOUTH LINE EXTENDED WESTERLY OF FISHER'S SUBDIVISION DOCUMENT
NUMBER 884011 RECORDED AUGUST 4, 1988); THENCE SOUTH 88 DEGREES
40 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE
EXTENDED WESTERLY, 430.05 FEET TO THE WEST LINE OF LOT 5
EXTENDED NORTHERLY IN YORKVILLE BUSINESS CENTER UNIT 2,
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2000 AS
DOCUMENT NUMBER 200000012408; THENCE SOUTH 00 DEGREES 12
MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 1112.41
FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, ALSO BEING THE
NORTH LINE OF YORKVILLE BUSINESS CENTER SUBDIVISION, ACCORDING
TO THE PLAT THEREOF RECORDED OCTOBER 10, 2000 AS DOCUMENT
NUMBER 200000013808; THENCE NORTH 70 DEGREES 02 MINUTES 59
SECONDS WEST ALONG THE LAST DESCRIBED LINE (TOGETHER WITH THE
NEXT 5 COURSES), 195.40 FEET; THENCE NORTHWESTERLY ALONG A
CURVE TO THE LEFT HAVING A CHORD BEARING OF NORTH 72 DEGREES 54
MINUTES 47 SECONDS WEST 57.95 FEET, HAVING A RADIUS OF 580.00 FEET,
AN ARC DISTANCE OF 57.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES
00 SECONDS WEST, 82.96 FEET; THENCE NORTHWESTERLY ALONG A
CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE,
HAVING A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 19
SECONDS WEST 158.42 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC
DISTANCE OF 159.09 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 45
SECONDS WEST, 297.11 FEET; THENCE SOUTHWESTERLY ALONG A CURVE
TO THE LEFT HAVING A CHORD BEARING OF SOUTH 75 DEGREES 49
MINUTES 01 SECONDS WEST 216.65 FEET, HAVING A RADIUS OF 500.00 FEET,
AN ARC DISTANCE OF 218.38 FEET; THENCE CONTINUING
SOUTHWESTERLY, ALONG THE LAST DESCRIBED CURVE TO THE LEFT,
HAVING A CHORD BEARING OF SOUTH 59 DEGREES 08 MINUTES 31
SECONDS WEST 72.59 FEET, HAVING A RADIUS OF 500.00 FEET, AN**

EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

**(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)**

ARC DISTANCE OF 72.66 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 44 SECONDS WEST, 106.33 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 71 DEGREES 38 MINUTES 54 SECONDS WEST 286.85 FEET, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 290.94 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 299.99 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 24 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1323.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 17 MINUTES 08 SECONDS EAST, 6.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS, 217.87 FEET TO THE NORTH LINE OF SAID SOUTH 3.33 CHAINS OF THE EAST 10 CHAINS; THENCE NORTH 88 DEGREES 17 MINUTES 09 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 660.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 1106.44 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 892.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING EASTERLY, ALONG SAID NORTH LINE ON A STRAIGHT LINE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, AT AN ANGLE OF 91 DEGREES 34 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 440.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST

EXHIBIT "B"

LEGAL DESCRIPTION OF "ADD-ON PROPERTY"

**(FUTURE CALEDONIA SUBDIVISION -
PHASE(S) 2 AND 3, YORKVILLE, ILLINOIS)**

HALF OF THE EAST HALF OF SAID SECTION 17, AT AN ANGLE OF 88 DEGREES 25 MINUTES 56 SECONDS, AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 495.19 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

(EXCEPTING AND EXCLUDING THEREFROM ANY PORTIONS OF THE ABOVE-DESCRIBED REAL ESTATE SITUATED IN CALEDONIA SUBDIVISION-PHASE 1, YORKVILLE, ILLINOIS OR OTHERWISE WITHIN THE REAL ESTATE LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO)

EXHIBIT "C"

FENCE REQUIREMENTS

(CALEDONIA SUBDIVISION)

No fences or similar barriers shall be constructed on any Lot unless said fence conforms to the following specifications:

A. If a wood fence:

- (i) Wood or similar material, board on board (shadow box) fence;
- (ii) 1 x 6 boards, spaced edge-to-edge and back-to-back to comply with percent open and closed per City ordinance;
- (iii) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet+/- on center, with concrete footings;
- (iv) Two 2 x 4 back rails (1-1/2" wide); one at the top of the boards and one 12" up from the bottom of the boards;
- v. 1 x 4 cap, centered on boards.

B. If an iron or acceptable metal alloy or composite material (if approved by Declarant or Board) fence:

- (i) Jerith #202 (black).

C. All fences:

- (i) Must be placed at least ten (10) feet back from the front of home and garage;
- (ii) Height not to exceed five (5) feet unless a higher fence is required to comply with City codes (such as requirements for a pool);

These provisions shall not apply to restrict any barrier fences built by the Declarant and placed near the property borders of the Subdivision.

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**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CALEDONIA SUBDIVISION (YORKVILLE, IL)
(THE "DECLARATION OF COVENANTS")**

CONSENT OF HOURIGAN BUILDERS COMPANY, L.L.C.

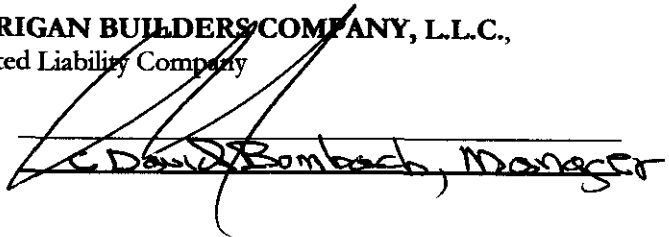
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, the undersigned, **HOURIGAN BUILDERS COMPANY, L.L.C.**, a Limited Liability Company ("**Hourigan Builders**") for itself and its successors and assigns, covenants, acknowledges, consents and agrees as follows:

- (i) Hourigan Builders has received, reviewed, approves and consents to the foregoing Declaration of Covenants to which this Addendum is attached and agrees that all property owned by it situated in the "**Subject Property**" (**Caledonia Subdivision-Phase 1**) is expressly made subject to all terms, conditions, provisions, easements, covenants and restrictions set forth in such Declaration of Covenants; and
- (ii) Hourigan Builders consents and agrees to counterpart execution and attachment of this Addendum and Consent Page to such Declaration of Covenants for purposes of incorporating therein and making this Addendum and Consent Page a part thereof and to the recordation of such Declaration of Covenants in Kendall County, Illinois (including this Addendum and Consent).

SO AGREED this 25th day of ^{July}~~June~~, 2006.

HOURIGAN BUILDERS COMPANY, L.L.C.,
a Limited Liability Company

By:
Its:


C. David Bombach, Manager

.....
STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that C. DAVID BOMBACH, Member/Manager of **HOURIGAN BUILDERS COMPANY, L.L.C.**, a Limited Liability Company ("**LLC**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said LLC, for the use and purposes therein set forth. **GIVEN** under my hand and official seal this 25th day of JULY, 2006.





Notary Public



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

Agenda Item Number

EDC #1

Tracking Number

EDC 2015-43

Agenda Item Summary Memo

Title: Proposed B.U.I.L.D. T.O.O. Program

Meeting and Date: City Council/January 26, 2016

Synopsis: Proposed new B.U.I.L.D. T.O.O. program for single-family attached housing products.

Council Action Previously Taken:

Date of Action: EDC - 1/5/16 Action Taken: Discussion

Item Number: EDC 2015-43

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 21, 2016
Subject: **B.U.I.L.D. T.O.O. Incentive Program proposal**

Based upon the discussion at the January 5th Economic Development Committee meeting, staff has made the following revisions to the proposed Buyers of Undeveloped Infill Lot Discount Townhome Owner Occupied (B.U.I.L.D. T.O.O.) incentive program which is reflected in the attached draft ordinance:

1. An owner shall only be able to participate once in the B.U.I.L.D. T.O.O. Program and can have no interest in any other B.U.I.L.D. T.O.O. Program applications.
2. The owner shall be required to own and occupy the dwelling for not less than 12 months from the date of issuance of the final certificate of occupancy. If the owner sells or rents the dwelling within those 12 months, the owner shall repay to the City the prorated amount of the incentive during the period not owned which shall be a debt due and owing to the City unless waived by the City Council.

These two (2) revisions were made to the proposed incentive program to address the Committee's concern of buyers being investors looking to purchase multiple units and rent them, rather than owners who would purchase the units to occupy them.

Staff will be present at Tuesday night's meeting should you have any questions regarding this agenda item.

Ordinance No. 2016-____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
ESTABLISHING A NEW SINGLE-FAMILY ATTACHED DWELLING
CONSTRUCTION INCENTIVE PROGRAM
(B.U.I.L.D. T.O.O. Program)**

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

WHEREAS, the City has a successful residential construction incentive and stimulus program known as the Buyers of Undeveloped Infill Lot Discount (“B.U.I.L.D Program”) for detached single-family homes and desires to expand a similar incentive program for single-family attached dwellings; and,

WHEREAS, the incentive program for single-family attached dwellings shall be known as the Buyers of Undeveloped Infill Lot Discount Townhome Owner Occupied Program (“B.U.I.L.D T.O.O. Program”) as authorized by this Ordinance; and,

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City and its future growth to authorize the B.U.I.L.D T.O.O. Program.

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

Section 1: That notwithstanding any ordinances, resolutions, motions, regulations or policies of the City the following regulations are hereby adopted for the implementation of the B.U.I.L.D T.O.O. Program:

- A. This incentive program shall apply to the construction of a new single-family attached (duplexes and townhomes) dwelling.
- B. The incentive shall be for the construction of a new single-family attached dwelling pursuant to a building permit issued after February 1, 2016.
- C. The incentive shall be \$5,000 per single-family attached dwelling and paid to the owner of the new single-family attached dwelling within 30 days from the owner’s receipt of the final certificate of occupancy for the dwelling.
- D. An owner shall only be able to participate once in the B.U.I.L.D T.O.O. Program and can have no interest in any other B.U.I.L.D T.O.O. Program request.
- E. The \$5,000 incentive shall be from a \$2,500 refund by the City of a portion of City fees for that dwelling unit and \$2,500 from the developer/builder contributed and paid at the time of the application for the building permit.
- F. The owner shall be required to own and occupy the dwelling for not less than 12 months from the date of issuance of the final certificate of occupancy. If the owner sells or rents the dwelling within those 12 months the owner shall

repay to the City the prorated amount of the incentive during the period not owned which shall be a debt due and owing to the City unless waived by the City Council.

- G. If one single-family attached dwelling in a building receives the incentive, then all adjoining single-family dwellings in the same building shall be eligible for the B.U.I.L.D T.O.O. Program.
- H. The B.U.I.L.D T.O.O. Program shall continue for building permits issued prior to December 31, 2016.

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
____ day of _____, 2016.

MAYOR



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 15, 2015
Subject: **B.U.I.L.D. T.O.O. Incentive Program proposal**

Background & Request

As the Economic Development Committee will recall the last extension of the B.U.I.L.D. program was approved in November 2015 which allowed the incentive to run an additional year until December 31, 2016. Due to the widely successful impact the B.U.I.L.D. program has had in the recovery of new home construction in Yorkville and the positive feedback from builders and homebuyers alike, staff is seeking the Economic Development Committee's **interest in expanding the B.U.I.L.D. incentive program to include single-family attached units such as townhomes and duplexes.**

Proposed New Incentive

At this time, duplexes and townhomes are not eligible for the program. However, the City does have a separate incentive program for "spec" houses and model homes called RENEW, which is geared more towards successor developer/builders who purchase bulk lots in unfinished subdivision, but it may not be combined with the B.U.I.L.D. program.

Staff is proposing to spur further residential development in stalled subdivisions by expanding the momentum gained from the original B.U.I.L.D. incentive to include single-family attached housing units. Per a recent article in *U.S. News and World Report* dated March 10, 2015¹ "[a] key subsector to watch as more of today's renters seek to make a new home purchase will be the townhouse market, often a source of supply for first-time buyers choosing new construction." Additionally, according to the article, "[t]he pace of townhouse starts picked up at the end of 2014, coming in 12 percent higher than the prior year total, the post-recession trend has been one of growing market share of overall single-family starts."

With this forecast, there are four (4) potential townhome developments that could see activity within the next year or so which could be bolstered through the proposed **B.U.I.L.D. T.O.O.** (Townhome Owner Occupied) program. These development projects include: Bristol Bay (60 TH units); Grande Reserve (74 TH units); Raintree Village (108 TH units); and Fox Hill Unit 7 a.k.a Timber Glen (48 TH units). This also corresponds with the Lakota Group's Comprehensive Plan projections for developments which will have movement within the next 1-5 years.

What's in a Name?

As mentioned previously, staff is proposing to brand this new addition of the B.U.I.L.D. incentive as **B.U.I.L.D. T.O.O.** which stands for **Buyers of Undeveloped Infill Lot Development Townhome Owner Occupied** program. Staff believes that the name recognition of the original B.U.I.L.D. program is very strong and innately identifiable with Yorkville, that to deviate too far from that name may require a re-education of the building community of what the new incentive is about. Sticking with the B.U.I.L.D. prefix and playing off the definition for "too" (meaning also, and) is an easier introduction to the proposed new program.

¹ <http://www.usnews.com/opinion/economic-intelligence/2015/03/10/first-time-buyers-may-be-making-a-comeback-in-the-housing-market>

Differences in B.U.I.L.D. T.O.O Program

As proposed, instead of the \$10,000 rebate for **B.U.I.L.D. T.O.O.** building permits (\$5,000.00 City and \$5,000 builder match), staff is suggesting a total of \$5,000.00 cash incentive for purchasers of new townhome construction units. This would be a \$2,500.00 City refund of a portion of the building permit fees and a matching \$2,500.00 contribution by the developer/builder. Additionally, participants in the **BUILD T.O.O.** program would stipulate that the units must remain owner occupied and not used as rentals for at least one (1) year after receiving final occupancy. This can be verified with the assistance of the Finance Department through water billing and through the homeowners associations. Finally, the original B.U.I.L.D. program required each home to have a signed contract prior to submitting a permit to be eligible for the incentive. With the **B.U.I.L.D. T.O.O.** program, staff recommends once a builder has an executed contract for one (1) unit of the townhome or duplex and has been issued a B.U.I.L.D. T.O.O. permit, they are allowed to proceed with the construction of the entire structure with assurance all the units are **B.U.I.L.D. T.O.O.** eligible.

As with the original B.U.I.L.D. program, the flexibility in the timing of the City receiving payment for permits allows builders to move forward with construction without this up-front expense. Additionally, in order to rebate the City's portion of the B.U.I.L.D. program incentive, staff collects the full amount of the building permit from the developer/builder, and refunds a portion of the permit cost back to the homeowner by rebating all or a some the following fees, listed in order of priority, to arrive at \$5,000.00 for new single-family residential construction units and \$2,500.00 for new townhome units as proposed for the **B.U.I.L.D. T.O.O.** incentive:

<i>CITY OF YORKVILLE BUILDING PERMIT FEE</i>	<i>FEE AMOUNT FOR PER DWELLING UNIT</i>
Water Connection Fee	\$3,700 ³
City Sewer Connection Fee	\$2,000.00
Building Permit Fee	\$650.00 plus \$0.20 per square foot
Public Works Fee	\$700.00

Proposed Tiered Incentive Program Structure

Staff was asked to explore a tiered incentive structure for the B.U.I.L.D. and B.U.I.L.D. T.O.O. programs which would provide for a higher level of rebate to owners who build homes with market values exceeding a certain dollar amount (ex. \$350,000.00). In consideration of this incentive approach, there were certain aspects we found contradictory to the initial intent of the B.U.I.L.D. incentive program which are:

Rebate Based on Building Permit Fee

The B.U.I.L.D. program has always been a rebate program based upon the City's fees generated by the building permit fee. If the total City's portion of the building permit fee exceeded \$5,000, then the resident received a \$10,000 rebate check which was a refund of \$5,000 of the City building permit fees and the builder matching contribution. Conversely, if the City's portion of the building permit fee is less than \$5,000, that amount plus a matching builder contribution would be refunded. So in effect, a tiered incentive structure already exists within the program based upon permit fees generated.

Ease and Timeliness of Rebate Program

The disadvantage to offering a tired incentive program based upon the market value of the home is that staff only receives the construction valuation of the structure as part of the building permit. To confirm the market value of the property would require the City to collect the building permit fees, hold them for 1+ years then obtain verification from the Kendall County Assessor's Office of the home's value before authorizing the rebate. This would result in a less imminent payout date for the

resident and may be less effective overall in generating interest. According the B.U.I.L.D. participant survey, 95% of the respondents felt the program's process was easy and understandable.

Increasing Rooftops

The original intent and purpose of the BUILD program was and is to get homes built – not necessarily to differentiate on low value vs. high value homes. The City needs housing counts to attract retail development, to broaden the tax base and finish incomplete developments. The market dictates the type and price point for housing, so to incentivize based solely on the value of the home offers less benefit to the demographic utilizing the program the most, entry and mid-level homebuyers.

One of the potential problems with a variable incentive level is that it might cost more and not be any more effective than our existing program. If we put the range of the variable incentive between \$2,500 and \$7,500, we might have more higher-end housing than anticipated, which would cost more than our \$5,000 per home program. Also, we're not sure that a slightly higher incentive would have the effect of increasing the number of homes built. Furthermore, staff has spoken extensively with the builders in the community and has been told that lessening the incentive to under \$5,000 or making significant changes mid-program could hurt existing contracts and lessen interest of potential buyers.

Other Incentive Programs Proposed

At our Economic Development Committee meeting in November 2015 when the B.U.I.L.D. T.O.O. program was initially proposed, Alderman Funkhouser provided staff with examples of three (3) other development based programs that could possibly implemented to incentivize housing. Below is a summary of the programs.

Vacants to Value Homeownership Program (Baltimore, MD)

The Vacant to Value Homeownership program by the Housing Authority of Baltimore City in Maryland offers homebuyers \$10,000 towards closing costs for the purchase of a formerly vacant home. For the program, both the homebuyer and the vacant home must meet eligibility requirements. The City of Baltimore's Housing Authority works with approved homeownership counseling agencies to identify eligible homebuyers and the house is only eligible if it was issued a vacant building notice and remained vacant for at least one year. From the project's website <http://www.vacantstovalue.org/PropertySearch.aspx> it appears the properties are acquired by the City and then resold through this program to the prospective homebuyer after being rehabbed by a local builder/developer partner.

While this program does incentivize redevelopment in a community by assisting homebuyers, the eligibility component of the program is administered through a housing authority which obtains grants and other means of funding based upon community and homebuyer income levels. Should the City implement a similarly structured program, the administration may exceed the capability and scope of the current Community Development staff. Furthermore, a renewable funding source for the program would need to be identified by the City Council.

Residential Demolition/Rebuild Incentive Program (Farmers Branch, TX)

The Residential Demolition/Rebuild Incentive Program in Farmers Branch, Texas encourages the redevelopment of existing one-family detached residential properties with the construction of new, higher-value, one-family detached residential structures. This incentive provides two (2) payout options: (1) a seven-year annual grant equal to 100% of the incremental increase to the City's portion of the real estate taxes before and after the new improvement to the structure, or (2) a one-time payment equal to 10 times the amount of increase in the City's portion of the real estate taxes upon completion of the new improvement to the structure. The first option under the program also allows

for a reimbursement for up to \$5,000 of the demolition costs of the original residence which is not offered under Option 2.

The Residential Demolition/Rebuild Incentive Program offered by Farmers Branch is an incentive tool best used to bolster communities with aging housing stock (25 years or older)². The short term grant by the City to a homeowner who decides to tear down an existing structure and reinvest by reconstructing a new home is eventually repaid over the long term with increased real estate tax revenues generated by the new improvements. Unlike Farmers Branch, a majority of Yorkville's housing stock was built within the last 15 years and the City's development strategy since the downturn of the economy has been focused on the completion of stalled residential subdivisions with new construction homes. Additionally, an incentive program such as this would require an enormous amount of staff coordination with outside agencies (such as the Kendall County Assessor's Office) and long term administrative tracking per property.

Higher Value Housing Incentive Grant (Hampton, VA)

The City of Hampton, Virginia in conjunction with the Hampton Redevelopment and Housing Authority offers the Higher Value Housing Incentive which provides a grant up to \$25,000 per new residential construction if the difference between the pre-construction appraisal and post construction assessment value is at or above \$375,000. Incentives are awarded based upon the number of qualifying properties developed per platted subdivision. The grant award amounts increase the more eligible home are built within the same platted subdivision. According to the program's website http://www.hamptonrha.com/higher_value all grants are dispersed only after the first assessment is issued and the property value is confirmed.

This program is a good example of incentivizing higher value homes within a development or throughout the community. Similar to the Farmers Branch incentive, the burden of administrating the program and coordinating with outside agencies would be an issue, in staff's opinion, as well as identifying a dedicated revenue source to fund such an incentive.

Conclusions

Based upon staff's research of all three (3) above programs, we are recommending not moving forward with creating similar incentives, but rather focus on retooling the B.U.I.L.D. program into the proposed B.U.I.L.D. T.O.O. incentive.

Staff Comments

Staff is seeking direction from the Economic Development Committee regarding the proposed new Buyers of Undeveloped Infill Lot Discount Townhome Owner Occupied (**B.U.I.L.D. T.O.O.**) incentive. Should the Committee wish for staff to move forward with the proposed initiative, we will have the City Attorney prepare a draft ordinance for review at the next EDC meeting for formal consideration before proceeding to City Council. Staff will be available at the meeting to answer any questions from the Committee regarding this agenda item.

² <http://www.farmersbranchtx.gov/DocumentCenter/View/2125>

DEMO/REBUILD

Property Tax Rebate Program

The City of Farmers Branch is offering a property tax rebate incentive to Farmers Branch homeowners who demolish an existing single family home and rebuild a new single family home in the same location. City Council approval required prior to demolition.

Eligibility:

To be eligible for participation in the program the demolition of the existing residence and the construction of a new residence must be completed, and a certificate of occupancy or completion issued by the City for the new residence within twenty-four (24) months after approval by the City of an eligible project.

A Developer or builder may also qualify for the program if the developer or builder owns a single-family residence in the City and agrees to demolish the residence and construct a new single family residence at the same location provided that any incentive to be paid pursuant to the program agreement will not be paid to the developer or builder but rather shall be paid to the first person that owns and occupies the new residence.



Incentive Awarded

The incentive is issued in the form of a property tax rebate. The amount of this rebate is determined by the Base Year Assessed Value of the of land and improvements of the original structure as determined by Dallas Central Appraisal District (DCAD).

Program Option 1:

The City will provide seven 7 annual consecutive economic development incentive grants. Each incentive shall be equal to one hundred percent of the difference between the City property taxes assessed and paid for the new improvement (excluding the land) for a given tax year and the City property taxes assessed and paid for the residential structure (prior to demolition) (excluding the land) for the tax year in which the structure was demolished (the "Base Year"). Option also includes a reimbursement of up to \$5,000 of the cost of demolition of the original home following completion of demolition.

Program Option 2:

An incentive equal to 10 times the amount of the increase in the City property taxes paid on the difference between the original home appraised value (excluding the land) prior to demolition and the value of the newly constructed home (excluding the land), as determined by DCAD for the year following completion of construction. If requested, the City will pay up to one-half of the estimated incentive at the time the owner closes on the permanent financing of the home following completion of construction based on the valuation set fort in the application for building permit submitted to the City prior to construction.

For More Information, Program Applications and Policies

visit www.farmersbranchtx.gov or contact Allison Cook at 972.919.2507

Just one more reason to live in Farmers Branch...



FARMERS
BRANCH

City of Hampton and Hampton Redevelopment and Housing Authority
HIGHER VALUE HOUSING INCENTIVE GRANT
(Guidelines and Application)

APPLICATION

Any property owner wishing to obtain the incentive grant must first complete a Higher Value Housing Incentive Grant Application and submit to the Hampton Redevelopment and Housing Authority (HRHA). Only properties with building permits issued on or after June 1, 2014 may qualify and the application must be filed no later than twelve months after the issuance of the Certificate of Occupancy (C/O). Only one application per property can be approved. If the property owner is eligible for the increased grant amount for constructing three or more properties within the same platted subdivision, each property will require its own application.

ELIGIBILITY AND QUALIFICATIONS

Eligible properties must be new residential construction conducted in the City of Hampton with a pre-construction appraisal or first post-construction assessment value at or above \$375,000 per unit for land and improvements. Building permits must be issued on or after June 1, 2014, and the finished property either for-sale or owner occupied. The first assessed value after issuance of the C/O must be at or above \$375,000 to remain eligible for the grant award. Only one award will be issued per property and the applicant must be the property owner at the time of application.

GRANT AMOUNT, AWARD AND DISPERSAL

The value of the grant is equivalent to the amount of the first year's property tax as calculated based on the value of the first assessed value after issuance of the C/O. If the C/O and revised appraisal have not been issued by time of application then the applicant will provide a pre-construction bank appraisal showing an estimated completion value of \$375,000 or higher as proof of initial eligibility. Maximum award per unit is \$25,000.

Incentives are awarded based on number of qualifying properties developed per platted subdivision. If only one or two qualified properties are built within a platted area then the grant shall be equivalent to the first twelve month's property tax as assessed by the Treasurer. Grant awards may increase to the equivalent value of three years' worth of property taxes per unit if three or more eligible homes are built within the same platted subdivision.

An added option to the incentive grant allows the qualified applicant to obtain an award equivalent to four years' worth of property tax on every third house constructed. Each house must be built within the same platted subdivision and the building permits obtained within twelve months of the previous house being awarded its building permit. In this special circumstance the total award may exceed the \$25,000 maximum award allowed per property.

All awards are granted on a first come first serve basis and are dispersed only after the first assessment is issued and the property value is confirmed.

REVIEW AND NOTIFICATION

Application review is done by a committee comprised of HRHA and City of Hampton officials. This committee shall notify the applicant 30 days from the time a completed application is submitted to HRHA to review the application and approve or deny the request.

QUESTIONS OR ADDITIONAL INFORMATION

If you have any questions concerning the Higher Value Housing Incentive Grant or the application process, please visit www.hamptonrha.com or call the HRHA Redevelopment Manager at 757.727.2686.



BALTIMORE HOUSING

STEPHANIE RAWLINGS-BLAKE
Mayor

PAUL T. GRAZIANO
Executive Director, HABC
Commissioner, HCD

January 21, 2014

Dear Vacants to Value Homeownership Program Applicant,

Effective immediately, the Vacants to Value Homeownership Program standard for eligibility is that the house was subject to a Vacant Building Notice for a year or more prior to its rehabilitation for sale to a home buyer. Previously the program accepted evidence and documentation that the property had been vacant for a year or more regardless of whether a Vacant Building Notice had been issued. This new eligibility standard will ensure that limited funding for the Vacants to Value \$10,000 homeownership incentives goes to properties and Vacants to Value areas most in need of redevelopment assistance.

You will soon be able to access information online about whether a Vacant Building Notice has been issued for a particular property, and if so, when it was issued. In the meantime, you can ask the HCD Office of Homeownership to conduct a research and eligibility check for you by contacting Arthur Gray at 410-396-3126 or by email at Arthur.Gray@baltimorecity.gov.

If your prospective new home is eligible according to the Vacant Building Notice standard, then your application will be accepted for processing. All other rules and regulations of the program still apply.

If your prospective new home is not eligible, we encourage you to consider and apply for other homeownership incentive programs, some recently enhanced. Please refer to the attached B-HiP (Baltimore Homeownership Incentive Program) flyer to learn more about the City's homeownership incentive programs and consult your housing counseling agency and www.livebaltimore.com for information about federal, state, and community-



based incentives. You may also look online at www.vacantstovalue.org to see properties for sale that have been pre-approved for the Vacants to Value \$10,000 homeownership program.

Thank you for your interest in buying a home in Baltimore City. Baltimore City offers the widest array of homeownership incentive programs in the region: Vacants to Value, Buying Into Baltimore, City Employee, CDBG, and Live Near Your Work... and these programs can be used in combination with each other when you are eligible for more than one.

The Office of Homeownership is located at 417 East Fayette Street, 11th floor and is open from 8:30 a.m. to 4:30 p.m. Monday through Friday. The phone number is 410-396-3124. Please feel free to visit or contact the office if you need further information. We look forward to helping you become a homeowner in the city of Baltimore.

Sincerely,



Kenneth Strong

Deputy Commissioner

Division of Green, Healthy and Sustainable Homes

Department of Housing and Community development

417 East Fayette Street, Suite 1114

Baltimore, Maryland 21202

410-396-3474

Ken.Strong@baltimorecity.gov



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

Agenda Item Number

PKBD #1

Tracking Number

CC 2016-06

Agenda Item Summary Memo

Title: Steven G. Bridge Park Alcohol Policy

Meeting and Date: City Council – January 26, 2016

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: PKBD – 1/14/16 Action Taken: Moved forward to City Council.

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Shay Remus, Superintendent of Recreation
Date: January 19, 2016
Subject: Steven G. Bridge Park Alcohol Policy

Summary

An update and recommendation concerning the permitting of alcohol during the Adult Softball Leagues at Steven G. Bridge Park.

Background

In January, 2015, a one year trial provision was approved by the Park Board and City Council allowing alcohol to be permitted during the Adult Softball League at Steven G. Bridge Park on Tuesday and Thursday evenings, between the hours of 5:00-11:00pm. from April 28, 2015 - November 19, 2015. Staff feels that allowing alcohol to be permitted at Steven G Bridge Park in 2015 helped keep the Adult Softball Leagues relevant and appealing to the public, sustained participation, and maintained revenue with minimal, if any, negatives effects. As competition provided by nearby Park Districts and organizations continues to increase, the Yorkville Parks and Recreation Department remains committed to finding and including new elements of interest within the Adult Softball League experience to softball teams and players in the area.

This additional element, allowing alcohol to be permitted at the park during games, appears to persuade teams to remain enrolled in the league and potentially encourage new teams to join. Staff feels that this provision helped sustained the 2015 enrollment within the Men's and Coed Softball Leagues, which had been rapidly declining over the past few years, before the one year trial provision approval.

Recommendation

Throughout the 2015 season, staff did not note any increase in incidents or injuries due to alcohol being permitted at Bridge Park during Adult Softball compared with previous years. Based on the success of this one-year trial, staff seeks City Council approval of the Park Board recommendation to extend the ordinance permanently and allow alcohol to be permitted and consumed at Steven G. Bridge Park on Tuesday and Thursday nights, April through November, between the hours of 5:00pm and 11:00pm.

Ordinance No. 2016-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE LIQUOR REGULATIONS TO CONTINUE TO ALLOW POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE STEVEN G. BRIDGE PARK DURING ADULT SOFTBALL LEAGUE GAMES

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

WHEREAS, pursuant to section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the corporate authorities have the power to determine the regulations for the consumption of alcoholic beverages on City property; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted.

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

Section 1: That Title 3, Chapter 3, Subsection 3-3-16B(2), of the Yorkville City Code, as amended, be and is hereby amended to read as follows:

Any and all sales or consumption of alcoholic beverages on all city property and parks is strictly prohibited except:

“(2) Possession and consumption of beer and wine is permitted at the Steven G. Bridge Park on Tuesdays and Thursdays between the hours of 5:00 PM and 11:00 PM between April 1st and November 30th but not on the playing fields or in the dugouts. Consumption of any alcoholic beverage is prohibited in the Park’s parking lot.”

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2016.

MAYOR



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

Agenda Item Number

Plan Commission #1

Tracking Number

PC 2015-16 & ZBA 2015-06

Agenda Item Summary Memo

Title: GC Housing Development (Rezoning & Variance)

Meeting and Date: CC/January 26, 2016

Synopsis: Request for rezoning from R-1 to R-4 and density variance approval for a senior independent living facility located near the NEC of Walnut and Freemont Street.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None at this time.

Council Action Requested: Feedback from City Council.

Submitted by: Chris Heinen Community Development
Name Department

Agenda Item Notes:

The petitioner is looking for feedback from City Council on the proposed project.



Memorandum

To: City Council
From: Chris Heinen, Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 19, 2016
Subject: **PC 2015-16 & ZBA 2015-06 – Senior Independent Living Facility (Rezoning & Variance) – NEC of Walnut and Freeman**

Background & Request:

The petitioner, GC Housing Development LLC, is requesting rezoning approval from R-1, Single-Family Suburban Residence District to R-4, General Multi-Family Residence District. Additionally, the petitioner is requesting to vary the maximum dwelling units per acre, Section 10-7-1 of the United City of Yorkville Zoning Ordinance, to permit the development of a senior independent living facility with a density of twenty four (24) dwelling units per acre which exceeds the maximum permitted density of eight (8) dwelling units per acre in the R-4, General Multi-Family Residence District. The property is located near the northeast corner of Walnut Street and Freemont Street.

The petitioner is looking to construct a four-story building with an enclosed parking garage which will contain 75 apartment units. The unit breakdown for the development will be 57 one-bedroom units and 18 two-bedroom units. The building will be in an “L” shaped configuration and will be constructed along the eastern and northern property lines. A common area will be part of the building which will house a fitness room, community room, craft room and several other amenities for the residences of the building. The parking lot will be constructed along the southern and western property lines. All setbacks will be met for the project. One access point will be constructed to the west of the property and an emergency access route will be located around the perimeter of the building with an access onto Walnut Street. There will be a 30 foot landscape buffer along the eastern property line to help screen the existing residential property to the east and will entail a 2 to 8 foot high berm with plantings that will aide in the screening of the property. One (1) monument sign is being proposed on the property. The sign will be located at the entrance of the property.

SURROUNDING DENSITIES:

The subject development has an overall density of approximately 23.62 dwelling units per acre. The current regulations for R-4 zoning allow for a maximum density of 8 dwelling units per acre. The following chart shows how this property compares to similar developments.

Development	Current Zoning	Maximum DU's/Acre	Current DU's/Acre
Reserve at Fox River	R-4	8 DU's/Acre	15.62 DU's/Acre
Longford Lakes	R-3	5 DU's/Acre	5.48 DU's/Acre
Heritage Woods*	R-4	8 DU's/Acre	24.86 DU's/Acre
York Meadow Apartments	R-4	8 DU's/Acre	11.69 DU's/Acre
GC Housing Development	R-4	8 DU's/Acre	23.62 DU's/Acre

*Heritage Woods was granted an increase in density as part of the PUD approval process. (Ord. 2004-65)

COMPREHENSIVE PLAN COMPLIANCE:

There has been some discrepancy in the Comprehensive Plan regarding this property. The current hard copy of the comp plan indicates the property as “Mixed Use”. However, the internal GIS system that staff used for the project analysis indicated the property as “Traditional Neighborhood”. The inconsistency was brought to staff’s attention during the public hearings, and staff explained that the s “Traditional Neighborhood” designation is a more conservative land use than the “Mixed Use” designation. Staff now confirms the future land use designation of this property as defined in the 2008 Comprehensive Plan Update is “Mixed Use”.

The Mixed Use classification establishes unique areas which are best fit for medium density residential, small office complexes or open space. Each development falling into the Mixed Use classification will be unique, as it is considered that these uses will be established as planned unit developments (PUD). These planned unit developments can incorporate all or one of the following uses: residential neighborhoods of varying densities, open spaces or carefully integrated office uses. Developments within the mixed use classification should comply with the City of Yorkville’s design guidelines to ensure the development is representative of the high quality of living found in Yorkville.

This use generally serves as a positive buffering element between single-family residential areas and major roadways and/or nonresidential uses. If it is determined that a location will develop as a residential use, gross residential density in this classification should not exceed 3.50 dwelling units per acre. Or, if an area will develop as an office use, buildings shall be relatively small in terms of their building (and related parking area) size and designed in a manner that is compatible with the surrounding residential uses. The mixed use classification also encompasses open space, as it is acknowledged that open space either passive, active, or preservation can be a positive buffering element between intense commercial or industrial properties and lower density residential.

Examples of potential developments in the mixed use classification include single family attached residential units, age restrictive residential, one story office buildings, or recreational amenities (playgrounds, ball fields, or golf courses). Again, it should be acknowledged that each development is unique and in no manner does a previous development set the precedent for another. Each development submittal will be handled as a unique case with the highest and best use of the land to the City of Yorkville determined on a case by case basis. The City is currently updating the Comprehensive Plan and this area may be reconsidered for a different land use.

EXISTING CONDITIONS:

The existing zoning and land use for properties surrounding the subject property are as indicated below:

	Zoning	Land Use
North	R-3, Multi-Family Attached Residence District	Townhomes/Detention Facility
East	R-1, Single-Family Suburban Residence District	Single Family Dwelling
South	R-1, Single-Family Suburban Residence District	Church
West	R-3, Multi-Family Attached Residence District	Townhomes/Vacant Land

CONDITIONS:

Staff will seek the following recommended conditions as part of the final approval for the petitions:

- All conditions outlined in a staff memo from Plan Council dated November 23, 2015.
- That the development be used for senior housing (55 years of age or older) and is enforced through a covenant until such time the entire structure is demolished.
- If the petitioner does not obtain the federal funding needed for development or close on the property, the rezoning and variance petitions will become null and void.

PLAN COMMISSION RECOMMENDATION REGARDING REZONING:

In consideration of testimony presented during a Public Hearing on January 13, 2016 and approval of the findings of fact, the Plan Commission recommends approval to the City Council for a request to rezone property from R-1, Single-Family Suburban Residence District to R-4, General Multi-Family Residence District. The real property is located near the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois, as presented by staff in a memorandum dated January 6, 2016.

Action Item:

Harker– aye; Kraupner– Present; Crouch- nay; Goins-nay; Horaz -nay – **1 ayes, 3 nays, 1 present**

The motion failed to carry. The Plan Commission members felt that the findings of fact were not entirely met for Standards #1, 5 and 6 to constitute the rezoning of the property. These findings are reflected in the minutes of the meeting in response to the written findings entered into the record by the Petitioner.

ZONING BOARD OF APPEALS RECOMMENDATION REGARDING VARIATION OF DENSITY:

In consideration of testimony presented during a Public Hearing on January 6, 2016 and approval of the findings of fact, the Zoning Board of Appeals recommends approval to the City Council of a request to vary the maximum dwelling units per acre, Section 10-7-1 of the United City of Yorkville Zoning Ordinance, to permit the development of a senior independent living facility with a density of twenty four (24) dwelling units per acre which exceeds the maximum permitted density of eight (8) dwelling units per acre in the R-4, General Multi-Family Residence District, as presented by staff in a memorandum dated December 29, 2015.

Action Item:

Goins– nay; Johnson– nay; Olson– nay; Marcum- nay – **4 nays**

The motion failed to carry. The Zoning Board members felt that the findings of fact were not entirely met for Standards #1, 2, 3 and 5 to constitute the variance of the property. These findings are reflected in the minutes of the meeting in response to the written findings entered into the record by the Petitioner.

The members of the Plan Commission and Zoning Board felt that there was a definite need for senior living facilities in the City, just not at this location. The only favorable vote from both groups was Chairman Randy Harker of the Plan Commission.

SUMMARY:

The petitioner has requested that this item be discussed at City Council. They are not looking for a formal vote at this time and would request feedback on the project. Staff will be available to answer any questions the City Council may have.

Attachments:

1. Copy of Petitioner's Applications for Rezoning and Variance w/exhibits.
2. Comments from the Plan Council meeting dated November 23, 2015.
3. Response letter from petitioner.
4. Revised site plan and exhibits.
5. Parking Analysis/Traffic Study dated January 5, 2016 from petitioner.
6. Response e-mail regarding the parking analysis/traffic study from City Engineer dated January 6, 2016.
7. Market Analysis dated December 16, 2015 from petitioner.
8. Petitioner slides from Plan Commission public hearing.
9. Correspondence from public.
10. Draft Ordinances for Rezoning and Variance.
11. Copy of Public Notice for Rezoning and Variance.

Ordinance No. 2016-____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE REZONING TO THE R-4 GENERAL MULTI-FAMILY RESIDENCE DISTRICT OF THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF WALNUT STREET AND FREEMONT STREET
(GC Housing Development LLC)**

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

WHEREAS, GC Housing Development, LLC (the “*Applicant*”) is the developer and contract purchaser of a vacant parcel located at the northeast corner of Walnut Street and Freemont Street, Yorkville, Illinois, (the “*Subject Property*”) legally described in Section 2, and is seeking rezoning of the Subject Property from the R-1 Single-family Suburban Residence District to the R-4 General Multi-family Residence District; and,

WHEREAS, the Plan Commission convened and held a public hearing on the 13th day of January, 2016, to consider the rezoning after publication of notice and notice to property owners within five hundred (500) feet of the Subject Property; and,

WHEREAS, the Plan Commission reviewed the standards set forth in Section 10-4-10B.4 and made findings of fact and recommendation to the Mayor and City Council (the “*Corporate Authorities*”) for denial of the rezoning; and,

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Plan Commission.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve the rezoning of the Subject

Property, legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 468.00 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING IN YORKVILLE, KENDALL COUNTY, ILLINOIS,

PINs: 02-28-326-002 and 02-28-326-006,

from the R-1 Single-family Suburban Residence District to the R-4 General Multi-family Residence District.

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law and purchase of the Subject Property by GC Housing Development, LLC on or before June 1, 2017.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2016.

MAYOR

Ordinance No. 2016-____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS, GRANTING A VARIANCE TO INCREASE THE
PERMITTED NUMBER OF DWELLING UNITS PER ACRE FOR THE
PROPERTY LOCATED AT THE NORTHEAST CORNER
OF WALNUT STREET AND FREEMONT STREET
(GC Housing Development LLC)**

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the “Corporate Authorities”) may provide for and allow variances to provide relief when strict compliance with the requirements of the Yorkville Zoning Ordinance (the “Zoning Ordinance”) creates a particular hardship; and,

WHEREAS, application ZBA 2015-06, filed by GC Housing Development LLC (the Applicant”), requested to construct a senior independent living facility with a variance to the density regulations contained in Section 10-11F-1 of eight (8) dwelling units per acre in the R-4 General Multi-family Residence District to twenty-four (24) dwelling units per acre with respect to the real property described in Section 1 herein (the “Subject Property”); and,

WHEREAS, Notice of a public hearing on said application was published and pursuant to said notice the Zoning Board of Appeals of the City conducted a public hearing on January 6, 2016, on said application in accordance with the State statutes and the ordinances of the City; and,

WHEREAS, the Zoning Board of Appeals made the required Findings of Fact finding that the variation did not met the standards in Section 10-4-7C of the Zoning Ordinance and recommended that the variance be denied; and,

WHEREAS, the Corporate Authorities of the City of Yorkville have received and considered the recommendation of the Zoning Board of Appeals.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That this Ordinance shall apply to the Subject Property commonly known as the northeast corner of Walnut Street and Freemont Street and legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 468.00 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING IN YORKVILLE, KENDALL COUNTY, ILLINOIS,

PINs: 02-28-326-002 and 02-28-326-006.

Section 3: That a variation pursuant to Section 10-4-7 of the Zoning Ordinance to permit density of twenty-four (24) dwelling units per acre is hereby granted for the Subject Property.

Section 4: That the development on the Subject Property shall be constructed, operated and maintained in accordance with the following plans, diagrams and conditions:

- A. Conditions as stated in the November 23, 2015 staff review letter from Planner Chris Heinen to Andrew Block, GC housing Development LLC attached hereto and made a part hereof as Exhibit A, and
- B. Site Plan dated December 10, 2015 prepared by Hooker De Jong Architects and Engineers, 316 Morris Avenue, Studio Suite 410, Muskegon, MI 49440 attached hereto and made a part hereof as Exhibit B, and
- C. Elevation plans dated December 10, 2015 prepared by Hooker De Jong Architects and Engineers, 316 Morris Avenue, Studio Suite 410, Muskegon, MI 49440 attached hereto and made a part hereof as Exhibit C, and
- D. That the development shall be age restricted to those 55 years of age or older, and
- E. If a building permit is not obtained or if the Subject Property is not rezoned into the R-4 General Multi-family Residence District by June 1, 2017, this variance shall be repealed and no longer valid for the Subject Property.

Section 5: That ordinances or parts of ordinances in conflict with the provisions hereof, are hereby repealed to the extent of such conflict.

Section 6: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2016.

MAYOR

PROJECT NARRATIVE

The proposed senior independent living project (55 years old and older) contains 75 units on an approximately 3.4 acre parcel, and approximately 3.175 acres excluding right-of-way, located in Yorkville, Illinois. The site is currently vacant. Access would be provided on Walnut St.

Neighboring retailers and businesses include a supermarket, restaurants, drug stores, and other ancillary stores. A non-profit senior center, public library, and an urgent care facility are all approximately one-half (1/2) miles away.

The proposed development is a four-story building with an enclosed parking floor which will contain 74 affordable units plus a manager's unit. The unit sizes are 776 square feet for the 57 one bedroom, one bath units and 1,034 square feet for the 18 two bedroom, two bath units. Electric utilities are the responsibility of the residents. The units include a range, refrigerator, dishwasher, microwave, washer and dryer, walk-in closets, balcony, carpet and window treatments. Common areas consist of a fitness room, community room, a computer area, craft room, library/billiard room, kitchen and TV room for senior activities. The exterior will include a covered entry drop-off area, a patio and a distinctive architectural design with numerous wall breaks.

The proposed development will be eligible for occupancy by residents in the 30%-60% adjusted income levels. 10% of the units, or 8 one bedroom units, will have rents starting at \$450 - \$500. The remaining one bedroom rents will be \$925 - \$1,000 and the two bedroom units will be \$1,050 - \$1,200.

The Applicant, GC Housing Development, LLC consists of the principals of Crane Construction Company, LLC (Mr. Jeffrey D. Crane and Mr. Ralph Grande), an experienced Chicago area and national contractor. Crane has built numerous Chicago area residential communities such as Montclare Senior Residence, West Chicago Senior Housing, Thomas Place Senior Housing in Glendale Heights, Maple Pointe Phases I and II. Crane has a national footprint in constructing both retail and restaurants for clients such as Bulgari, Gucci, Tumi, Disney and Crate & Barrel.

The 2008 Comprehensive Plan enacted by Yorkville designates the Property as mixed use which the Plan notes could include age restrictive Residential. It notes mixed use developments generally serve as a positive buffering element between single family areas and major roadways and/or non-residential uses. Also, the draft update to the Comprehensive Plan notes the need for affordable, age restricted housing in Yorkville. Applicant's housing consultant has determined, based on census data, that twelve percent (12%) of Yorkville households are 65 and over, and over half or at least 7% of all Yorkville households, would be both age and income qualified to live in the proposed units. This percentage would be greater for the proposed development because it will offer rental units for persons 55 and older.

The Property is currently zoned R-1. Adjoining property to the west and north are zoned R-3 Multi-Family Attached Residence District and contain detention ponds and townhomes. The adjoining property to the south is zoned R-1 and is improved with the St. Patrick's Catholic Church and to the east is zoned R-1 and improved with a single-family home. Requested variances from the zoning ordinance are: Section 10-7-1 to increase the maximum dwelling units per acre from 8 to 24.

In addition, Applicant seeks approval from the Village Administrator pursuant to Section 10-16-3D3 to have a non-residential driveway less than two hundred feet from the driveway edge to the nearest intersecting street.

Applicant requests that the rezoning and variance ordinances become effective after it purchases the Property from the current owner.

Application For Re-Zoning

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s) GC Housing Development LLC

Business Address 343 Wainwright Drive, Suite B

City Northbrook State IL ZIP 60062

Business Phone 847.291.3400 Business Fax 847.291.1691

Business Cell 847.372.9837 Business E-mail ablock@craneconstruction.com

Property Information

Name of Holder of Legal Title R. Daniel Conlon, Bishop of the Roman Catholic Diocese of Joliet, as successor Trustee dated December 31, 1949 and known as the Roman Catholic Diocese of Joliet Trust

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

Located on Walnut Street approximately 115 feet east of Freemont St., Yorkville, Illinois.

Zoning and Land Use of Surrounding Parcels

North	R-3 - townhomes and detention
East	R-1 single family home
South	R-1 St. Patrick's Catholic Church
West	R-3 townhomes, vacant and detention

Current Zoning Classification R-1 Requested Zoning Classification R-4

Comprehensive Plan Future Land Use Designation Mixed Use Total Acreage 3.42

Kendall County Parcel Number(s) Within Proposed PUD

02-28-326-002	
02-28-326-006	

Application For Rezoning

Property Information

List all governmental entities or agencies required to receive notice under Illinois law:

IDNR
IHPA
Kendall County Soil and Water Conservation Districts

Is the property within City limits? Yes ☒ No ☐

Does a floodplain exist on the property? Yes ☐ No ☒

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Planner

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Rezoning

Rezoning Standards

Please state the existing zoning classification(s) and uses of the property within the general area of the proposed rezoned property:

The subject property is vacant and zoned R-1. Adjoining property to the west and north is zoned R-3 multi-family attached residence district with townhomes and detention ponds. Adjoining property to the south is zoned R-1 and contains St. Patrick's Catholic Church and east is zoned R-1 and contains a single family residence.

Please state the trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification:

Trend of development surrounding the property has been for multiple family to the north and west. Further north has been developed for retail.

Please state the extent to which property values are diminished by the particular zoning restrictions:

Given the surrounding land uses in the area, the size of the parcel and the trend of development in the area, the property's highest and best use is for a multi-family use rather than single family residential. Maintaining a single family use rather than the proposed use would significantly diminish the property's value.

Please state the extent to which the destruction of property values of plaintiff promotes the health, safety, morals, and general welfare of the public:

Maintaining R-1 single family rather than the proposed use would not promote the health, safety, morals and general welfare of the public. This type of use serves a vital need for the community. With the aging population, there is an increasing need to provide affordable, high quality, senior living. It will be a benefit, not a detriment, to the public health, safety and welfare. According to the Draft Comprehensive Plan Update, the 55-74 population group has increased 287% from 2000 to 2014. Only 21% of Yorkville's housing stock are multi-family units. The Draft Update also notes by 2019, 20% of Yorkville residents will be age 55 or older, with no age restricted housing except the recently approved Heritage Meadows, 47 lot single-family development. It also notes the lack of affordable options, with 50% of renter households hard pressed to afford their rents.

Application For Rezoning

Rezoning Standards

Please state the relative gain to the public as compared to the hardship imposed upon the individual property owner:

As previously noted, there is a tremendous need for this type of use in the community; rather than any gain to the public in not rezoning this property for the proposed use.

Please state the suitability of the subject property for the zoned purposes:

Given the trend of development in the area and surrounding uses, together with the size of the parcel, the subject property is not suited for R-1 purposes, but rather R-4 purposes.

Please state the length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property:

The property has been vacant for decades.

Please state the community need for the proposed land use:

This type of use serves a vital need for the community. With the aging population, there is an increasing need to provide affordable, high quality, senior living. It will be a benefit, not a detriment, to the public health, safety and welfare. According to the Draft Comprehensive Plan Update, the 55-74 population group has increased 287% from 2000 to 2014. Only 21% of Yorkville's housing stock are multi-family units. The Draft Update also notes by 2019, 20% of Yorkville residents will be age 55 or older, with no age restricted housing except the recently approved Heritage Meadows, 47 lot single-family development. It also notes the lack of affordable options, with 50% of renter households hard pressed to afford their rents.

Application For Rezoning

Rezoning Standards

With respect to the subject property, please state the care with which the community has undertaken to plan its land use development:

The Comprehensive Plan was last updated in 2008 and is currently being updated again.

Please state the impact that such reclassification will have upon traffic and traffic conditions on said routes; the effect, if any, such reclassification and/or annexation would have upon existing accesses to said routes; and the impact of additional accesses as requested by the petitioner upon traffic and traffic conditions and flow on said routes (Ord. 1976-43, 11-4-1976):

The proposed development will not have detrimental impact on adjoining roads.

Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Application For Rezoning

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

GC HOUSING DEVELOPMENT LLC

Applicant Signature

Date

By: *Gregory D. Gane*
MANAGER

10/29/15

Owner hereby authorizes the applicant to pursue the appropriate entitlements on the property.

Owner Signature

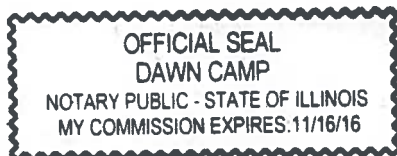
Date

SEE ATTACHED

10/29/15

THIS APPLICATION MUST BE NOTARIZED
PLEASE NOTARIZE IN THE SPACE BELOW:

Subscribed and Sworn to before me this
29th Day of October, 2015



Dawn Camp
Notary

OWNER AUTHORIZATION

To: City of Yorkville, Illinois

Re: Application for any Zoning Entitlements required, including, but not limited to, map amendment (rezoning), variance and subdivision for a Senior Housing Development ("Project"); Walnut Street approximately 115 feet east of Freemont St., Yorkville, Illinois, PIN Nos. 02-28-326-006 and 02-28-326-002 ("Property")


The undersigned, R. Daniel Conlon, Bishop of the Roman Catholic Diocese of Joliet, as successor trustee dated December 31, 1949 and known as the Roman Catholic Diocese of Joliet Trust ("Owner"), hereby authorizes GC Housing Development, LLC ("Applicant"), and Rathje & Woodward, LLC, as attorneys, to execute all necessary petitions and other documents and to attend and give testimony at all public hearings and meetings on behalf of Owner and Applicant before the Corporate Authorities of the City of Yorkville, Illinois ("City"), and such of its appointed boards and committees as may be necessary and appropriate, with respect to the above referenced Project pertaining to the above referenced Property, as legally described in Exhibit "A" attached hereto.

Applicant shall indemnify, defend and hold Owner harmless for, from and against any and all claims, damages, costs, liabilities and losses arising from Applicant's application to the City for the Project. All cost, fees and expenses incurred for any applications for the Project shall be paid by Applicant. Any ordinances enacted for the Project shall be effective after Applicant purchases the Property from Owner.

This authorization shall remain in force and effect unless and until expressly terminated by written notice given by Owner to the City of Yorkville.

Dated this 27th day of October, 2015.

**R. Daniel Conlon, Bishop of the Roman Catholic
Diocese of Joliet, as successor trustee dated
December 31, 1949 and known as the Roman
Catholic Diocese of Joliet Trust,**

By: 
Print Name: R. DANIEL CONLON
Title: CATHOLIC BISHOP
DIOCESE OF JOLIET

Signed and sworn to before me
this 27th day of OCTOBER, 2015.

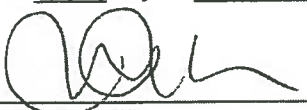

Notary Public

EXHIBIT A

WALNUT STREET SITE –LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 468.00 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING IN YORKVILLE, KENDALL COUNTY, ILLINOIS.

CONTAINING 3.425 ACRES (3.175 ACRES EXCLUDING RIGHT-OF-WAY)



United City of Yorkville
County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Property Address: Walnut & Freemont Streets	Project No.: FOR CITY USE ONLY	Fund Account No.: FOR CITY USE ONLY
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Petition/Approval Type: check appropriate box(es) of approval requested

- ☐ Concept Plan Review ☐ Amendment (Text) (Annexation) (Plat) ☐ Annexation
☒ Rezoning ☐ Special Use ☐ Mile and ½ Review
☐ Zoning Variance ☐ Preliminary Plan ☐ Final Plans
☐ P.U.D. ☐ Final Plat

Petitioner Deposit Account Fund:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

Name/Company Name: GC Housing Development LLC	Address: 343 Wainwright Drive	City: Northbrook,	State: IL	Zip Code: 60062
Telephone: 847-291-3400	Mobile: 847-372-9837	Fax: 847-291-1691	E-mail: ablock@craneconstruction.com	

Financially Responsible Party:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Print Name: GC Housing Development LLC Title: Managing Member
 Signature*: *[Signature]* Date: 10/29/15

***The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)**

FOR CITY USE ONLY

ACCOUNT CLOSURE AUTHORIZATION:

Date Requested: _____ ☐ Completed ☐ Inactive
 Print Name: _____ ☐ Withdrawn ☐ Collections
 Signature: _____ ☐ Other

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ Comm Dev. ☐ Building ☐ Engineering ☐ Finance ☐ Admin.

Application For Variance Request

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s)

Business Address

City State ZIP

Business Phone Business Fax

Business Cell Business E-mail

Property Information

Name of Holder of Legal Title

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

Zoning and Land Use of Surrounding Parcels

North	R-3 townhomes and detention
East	R-1 single family home
South	R-1 St. Patrick's Catholic Church
West	R-3 townhomes, vacant and detention

Current Zoning Classification

Kendall County Parcel Number(s) of Property

0228326006 and 0228326002	

Application For Variance Request

Additional Contact Information

Attorney

Name

Address

City

State

ZIP

Phone

Fax

E-mail

Engineer

Name

Address

City

State

ZIP

Phone

Fax

E-mail

Land Planner/Surveyor

Name

Address

City

State

ZIP

Phone

Fax

E-mail

Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Application For Variance Request

Variance Standards

Please state the variance requested and the City Ordinance including the section numbers to be varied:

Section 10-7-1 to increase the maximum dwelling units per acre from 8 to 24.

Please state how the particular surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of regulations was carried out:

Regarding the density variation, given the land area required for the proposed type of use, which is approximately three to four acres, the village's density regulations would make it impossible to develop the proposed use. The subject property is approximately 3.4 acres and approximately 3.175 acres excluding the right-of-way.

Please state how the conditions upon which the application for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classification:

Regarding the density variation, the village ordinance does not contemplate this type of development which, for affordable, independent, age restricted living, requires 3 to 4 acres and the density per acre proposed. These projects cannot be developed with only 8 dwelling units per acre, which, for 75 units, would require approximately 9 acres.

Please state how the alleged difficulty or hardship is caused by this Title and has not been created by any person presently having an interest in the property:

None of these hardships have been caused by the owner or applicant for the reasons stated above.

Application For Variance Request

Variance Standards

Please state how the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located:

This type of use serves a vital need for the community. With the aging population, there is an increasing need to provide affordable, high quality, senior living. It will be a benefit, not a detriment, to the public health, safety and welfare. According to the Draft Comprehensive Plan Update, the 55-74 population group has increased 287% from 2000 to 2014. Only 21% of Yorkville's housing stock are multi-family units. The Draft Update also notes by 2019, 20% of Yorkville residents will be age 55 or older, with no age restricted housing except the recently approved Heritage Meadows, 47 lot single-family development. It also notes the lack of affordable options, with 50% of renter households hard pressed to afford their rents. Also, the trend of development in the area is for multi-family and institutions type uses. Adequate screening and buffering, along with the existing screening to the east, will be provided for the one single family house to the east and the one townhome development northwest of the subject property.

Please state how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger to the public safety, or substantially diminish or impair property values within the neighborhood:

Adequate screening and buffering is provided to the east. The property to the west is currently vacant. Since this development will be for senior living, it will not generate trips that the existing roads cannot accommodate. Given the trend of development in the area and the quality and aesthetics of the proposed development, property values will not be substantially diminished within the neighborhood.

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

GC HOUSING DEVELOPMENT LLC
Applicant Signature

Date

By: Gregory A. Cene MANAGER 10/29/15

Owner hereby authorizes the applicant to pursue the appropriate entitlements on the property.

Owner Signature

Date

SEE ATTACHED

THIS APPLICATION MUST BE NOTARIZED

PLEASE NOTARIZE IN THE SPACE BELOW:

Subscribed and Sworn to before me this

29th October 2015

Deem Camp, Notary



OWNER AUTHORIZATION

To: City of Yorkville, Illinois

Re: Application for any Zoning Entitlements required, including, but not limited to, map amendment (rezoning), variance and subdivision for a Senior Housing Development ("Project"); Walnut Street approximately 115 feet east of Freemont St., Yorkville, Illinois, PIN Nos. 02-28-326-006 and 02-28-326-002 ("Property")


The undersigned, R. Daniel Conlon, Bishop of the Roman Catholic Diocese of Joliet, as successor trustee dated December 31, 1949 and known as the Roman Catholic Diocese of Joliet Trust ("Owner"), hereby authorizes GC Housing Development, LLC ("Applicant"), and Rathje & Woodward, LLC, as attorneys, to execute all necessary petitions and other documents and to attend and give testimony at all public hearings and meetings on behalf of Owner and Applicant before the Corporate Authorities of the City of Yorkville, Illinois ("City"), and such of its appointed boards and committees as may be necessary and appropriate, with respect to the above referenced Project pertaining to the above referenced Property, as legally described in Exhibit "A" attached hereto.

Applicant shall indemnify, defend and hold Owner harmless for, from and against any and all claims, damages, costs, liabilities and losses arising from Applicant's application to the City for the Project. All cost, fees and expenses incurred for any applications for the Project shall be paid by Applicant. Any ordinances enacted for the Project shall be effective after Applicant purchases the Property from Owner.

This authorization shall remain in force and effect unless and until expressly terminated by written notice given by Owner to the City of Yorkville.

Dated this 27th day of October, 2015.

**R. Daniel Conlon, Bishop of the Roman Catholic
Diocese of Joliet, as successor trustee dated
December 31, 1949 and known as the Roman
Catholic Diocese of Joliet Trust,**

By: 
Print Name: R. DANIEL CONLON
Title: CATHOLIC BISHOP
DIocese of Joliet

Signed and sworn to before me
this 27th day of OCTOBER, 2015.

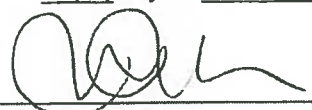

Notary Public

EXHIBIT A

WALNUT STREET SITE –LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 468.00 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING IN YORKVILLE, KENDALL COUNTY, ILLINOIS.

CONTAINING 3.425 ACRES (3.175 ACRES EXCLUDING RIGHT-OF-WAY)



United City of Yorkville
County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Property Address: Walnut & Freemont Streets	Project No.: FOR CITY USE ONLY	Fund Account No.: FOR CITY USE ONLY
Petition/Approval Type: <i>check appropriate box(es) of approval requested</i> <input type="checkbox"/> Concept Plan Review <input type="checkbox"/> Amendment (Text) (Annexation) (Plat) <input type="checkbox"/> Annexation <input type="checkbox"/> Rezoning <input type="checkbox"/> Special Use <input type="checkbox"/> Mile and ½ Review <input checked="" type="checkbox"/> Zoning Variance <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plans <input type="checkbox"/> P.U.D. <input type="checkbox"/> Final Plat		
Petitioner Deposit Account Fund: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15 th of the month in order for the refund check to be processed and distributed by the 15 th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
<u>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</u>		
Name/Company Name: GC Housing Development LLC	Address: 343 Wainwright Drive	City: Northbrook, State: IL Zip Code: 60062
Telephone: 847-291-3400	Mobile: 847-372-9837	Fax: 847-291-1691 E-mail: ablock@craneconstruction.com
Financially Responsible Party: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received. Print Name: GC Housing Development LLC Title: Managing Member Signature*: <i>[Signature]</i> Date: 10/29/15 <i>*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)</i>		
<u>FOR CITY USE ONLY</u>		
ACCOUNT CLOSURE AUTHORIZATION: Date Requested: _____ <input type="checkbox"/> Completed <input type="checkbox"/> Inactive Print Name: _____ <input type="checkbox"/> Withdrawn <input type="checkbox"/> Collections Signature: _____ <input type="checkbox"/> Other		
DEPARTMENT ROUTING FOR AUTHORIZATION: <input type="checkbox"/> Comm Dev. <input type="checkbox"/> Building <input type="checkbox"/> Engineering <input type="checkbox"/> Finance <input type="checkbox"/> Admin.		

EXHIBIT B

02-28-177-012

BROWNING, DIRK E & ROBIN L
121A W PARK AVE
SUGAR GROVE, IL 60554

02-28-177-022

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-177-024

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-177-037

BROWNING, DIRK & ROBIN
7424 RTE 34
OSWEGO, IL 60543

02-28-326-011

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-327-003

SCHNEIDER, JOHN N
304 WALNUT ST
YORKVILLE, IL 60560

02-28-327-007

WILLIAMS, DON A & LAUREL J
207 JACKSON ST
YORKVILLE, IL 60560

02-28-177-021

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-177-023

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-177-025

TDC YORKVILLE SHOPPING CTR I
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-326-002

ROMAN CATHOLIC DIOCESE JOLIET,
% CHRISTOPHER NYE AIA NCARB
16555 WEBER RD
CREST HILL, IL 60403

02-28-327-002

SCHNEIDER, JOHN N
304 WALNUT ST
YORKVILLE, IL 60560

02-28-327-004

LUSK, JOSEPH H
1035 SPRUCE ST
AURORA, IL 60506

02-28-327-008

REDMAN, PATRICIA & ARRIAGA ADAN
% MARILYN ANDERSON
1433 NE GLEN OAK AVE
PEORIA, IL 61603



02-28-327-009

GAEBLER, GAIL S & LARSON JULIA S
202 E MAIN ST
YORKVILLE, IL 60560

02-28-327-013

HAUGEN, PHILIP J & RENEE J
208 WALNUT ST
YORKVILLE, IL 60560

02-28-328-002

GACEK, MARK
413 JACKSON ST
YORKVILLE, IL 60560

02-28-328-004

DEAN, CRAIG A & JULIE A
417 JACKSON ST
YORKVILLE, IL 60560

02-28-329-014

PISTORIUS, MATTHEW R
1041 DALTON AVE
YORKVILLE, IL 60560

02-28-329-016

PLACHETKA, KRISTIN M
828 HEARTLAND DR
YORKVILLE, IL 60560

02-28-329-018

AGUIRRE MARIA &, MARUNGO ASCENCION
1049 DALTON AVE
YORKVILLE, IL 60560

02-28-327-010

BRYANT, JUNE L
901 FREMONT ST
YORKVILLE, IL 60560

02-28-328-001

ROMAN CATHOLIC DIOCESE JOLIET,
% CHRISTOPHER NYE AIA NCARB
16555 WEBER RD
CREST HILL, IL 60403

02-28-328-003

DRENDEL, MICHAEL E & LYNN M
415 JACKSON ST
YORKVILLE, IL 60560

02-28-329-013

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-329-015

HURLEY, MELISSA T
1043 DALTON AVE
YORKVILLE, IL 60560

02-28-329-017

JAMES, LORI L & PAUL N
318 ILLINI DR
YORKVILLE, IL 60560

02-28-329-019

HILL, JEANETTE
1051 DALTON AVE
YORKVILLE, IL 60560



02-28-329-021

JIMENEZ, ALEJANDRO
1081 DALTON AVE
YORKVILLE, IL 60560

02-28-329-022

PETERSON, ROBERT B
1083 DALTON AVE
YORKVILLE, IL 60560

02-28-329-023

BALOG ALEX &, WALKER KIRSTEN
1085 DALTON AVE N
YORKVILLE, IL 60560

02-28-329-024

BONET, CARLOS M & KAREN
1087 DALTON AVE
YORKVILLE, IL 60560

02-28-329-026

HAMILTON, GEOFFREY L
1121 DALTON AVE
YORKVILLE, IL 60560

02-28-329-027

BURKHART, KEITH J
2169 N 41ST RD
SHERIDAN, IL 60551

02-28-329-028

LOTTON, DONALD W
1125 DALTON AVE
YORKVILLE, IL 60560

02-28-329-029

COLEMAN, RONALD & COLLINS RONESSA J
14061 HUMBUG ISLAND CT.
GIBRALTAR, MI 48173

02-28-329-030

STERIOTI, FRANK R & KAREN M
1129 DALTON AVE
YORKVILLE, IL 60560

02-28-329-032

YORKVILLE WALNUT PLAZA LLC
PO BOX 5010
VERNON HILLS, IL 60061

02-28-329-033

WAGNER, LINDSAY
1141 DALTON AVE
YORKVILLE, IL 60560

02-28-329-034

WALLACE, ADAM &, MCDOLE, KRISTINE
681 OMAHA DR
YORKVILLE, IL 60560

02-28-329-035

JAMES, LORI K & PAUL N
318 ILLINI DR
YORKVILLE, IL 60560

02-28-329-036

BAILEY, STEPHEN A
1147 DALTON AVE
YORKVILLE, IL 60560

02-28-329-038

YENGST, CHARLES R & GRETCHEN L
72 WARNCKE RD
WILTON, CT 06897

02-28-329-040

KINTOP, MATTHEW B & KELLY
1065 DALTON AVE
YORKVILLE, IL 60560

02-28-329-042

FRYKHOLM, TIMOTHY D & CHERI N
1069 DALTON AVE
YORKVILLE, IL 60560

02-28-329-045

EARTHMOVER CREDIT UNION,
% ACCOUNTS PAYABLE
2195 BASELINE RD
OSWEGO, IL 60543-6006

02-28-330-003

NIELSEN, LAMOYNE R & BARBARA
417 WALNUT ST
YORKVILLE, IL 60560

02-28-331-004

LONGFORD LAKES CONDO HOMEOWNER
2208 MIDWEST RD
OAK BROOK, IL 60523

02-28-331-006

ADAMS & SHIELDS PARTNERSHIP
812 KINGSTON LN
BARTLETT, IL 60103

02-28-329-039

CHMIELEWSKI, STEVEN
1063 DALTON AVE
YORKVILLE, IL 60560

02-28-329-041

HILL, DAVID C
1067 DALTON AVE
YORKVILLE, IL 60560

02-28-329-043

WOOD, PENNI J
1071 DALTON AVE
YORKVILLE, IL 60560

02-28-330-001

MOE, BENJAMIN & REGINA D
415 WALNUT ST
YORKVILLE, IL 60560

02-28-330-004

FLYNN, FRANCES S &, CORBIN, PAULA
419 WALNUT ST
YORKVILLE, IL 60560

02-28-331-005

JESMAN, JOYANN
432 LANDMARK AVE
YORKVILLE, IL 60560

02-28-331-007

ALVAREZ, RYAN
426 LANDMARK AVE
YORKVILLE, IL 60560

02-28-331-008

HING, MONY N & RICO SUSANA
424 LANDMARK AVE
YORKVILLE, IL 60560

02-28-331-009

PIERSON, W HARTLEY & VENITA LOUISE TR
422 LANDMARK AVE
YORKVILLE, IL 60560

02-28-331-011

BONIE, JOHN & KATHRYN
1146 FREEMONT ST
YORKVILLE, IL 60560

02-28-331-012

MUCERINO, NANCY
1144 FREEMONT ST
YORKVILLE, IL 60560

02-28-331-013

ELLIS, ERNEST F & CINDY M
316 CALKINS DR
SUGAR GROVE, IL 60554

02-28-331-014

MCGRATH, CHARLES
1310 S. 4TH ST
SAINT CHARLES, IL 60174

02-28-331-015

SOMERSETT, RANDY & WOLF KARIN
1134 FREEMONT ST
YORKVILLE, IL 60560

02-28-331-016

JELINEK, DAVID L & NANCY J
1132 FREEMONT ST
YORKVILLE, IL 60560

02-28-353-011

WEISS, ROGER I & A CAROLYN
702 BRISTOL AVE
YORKVILLE, IL 60560

02-28-376-001

HEARTLAND MEADOWS LLC,
1626 MISTWOOD DR
NAPERVILLE, IL 60540

02-28-377-002

ROMAN CTHLC DIOCESE OF JOLIET
TR % ST PATRICKS CHURCH
406 WALNUT ST
YORKVILLE, IL 60560

02-28-383-018

DOBBLES, THOMAS E & ANN F
414 E JACKSON ST
YORKVILLE, IL 60560

02-28-383-019

ZITT, JOHN A & JEAN C
416 JACKSON ST
YORKVILLE, IL 60560

02-28-383-022

TREMAIN, TIMOTHY A
402 A JACKSON ST
YORKVILLE, IL 60560



02-28-383-023

TREMAIN, TIMOTHY A
402 B JACKSON ST
YORKVILLE, IL 60560

02-28-383-024

HART, STEPHEN B & TRACI A
405 B ELM ST
YORKVILLE, IL 60560

02-28-383-025

ROWE, GEORGE K & SOPHIE
54 POPLAR DR
YORKVILLE, IL 60560

02-28-383-026

PRIESMAN, ALYCE M
403 B ELM ST
YORKVILLE, IL 60560

02-28-383-027

RADY, TRACY A
604 CHESTER AVE
ELGIN, IL 60120

02-28-383-028

HASAPIS, CHRISTINE
812 BEHRENS
YORKVILLE, IL 60560

02-28-383-029

HORTON, JAMES J & NANCY L & FERKO JILL
37 LYNCLIFF DR
OSWEGO, IL 60543

02-28-383-030

THOMAS, ANGELO & BETTY L
404A JACKSON ST
YORKVILLE, IL 60560

02-28-383-031

MOLITOR, GREGORY L & LYNN A
404 B JACKSON ST
YORKVILLE, IL 60560

02-28-383-032

MACKENBEN, MARK E
406 A JACKSON ST
YORKVILLE, IL 60560

02-28-383-033

LOECHL, ADAM B & KRISTINA E
406 B JACKSON ST
YORKVILLE, IL 60560

02-28-383-034

LEIBOLD, JOANNE K & JOHN P
804 A FREEMONT ST
YORKVILLE, IL 60560

02-28-383-035

LEIBOLD, JOANNE K
804 A FREEMONT ST
YORKVILLE, IL 60560

02-28-383-036

ZITT FAMILY TRUST, % DONALD & MARLENE ZITT
401 A ELM ST
YORKVILLE, IL 60560



02-28-383-037

BUTTS, ROSALYN M
401 B ELM ST
YORKVILLE, IL 60560

02-28-383-039

DOLLMAN, JEFFREY
409 B ELM ST
YORKVILLE, IL 60560

02-28-383-041

SLEEZER, BECKY L
407 B ELM ST
YORKVILLE, IL 60560

02-28-383-043

NEDZA, ANNE M LIV TR
410B JACKSON ST
YORKVILLE, IL 60560

02-28-383-045

FRYE, ROBERTA L
411 B ELM ST
YORKVILLE, IL 60560

02-28-383-047

MAHANEY, JEAN K
412 A JACKSON ST
YORKVILLE, IL 60560

02-28-401-009

MOORE, ROBERT W
468 LANDMARK AVE
YORKVILLE, IL 60560

02-28-383-038

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
350 HIGHLAND DR
LEWISVILLE, TX 75067

02-28-383-040

SPODEN, TAIRA
407 A ELM ST
YORKVILLE, IL 60560

02-28-383-042

CARLSON, RICHARD G & ROBERTA M
410 A JACKSON ST
YORKVILLE, IL 60560

02-28-383-044

GARCIA, MELISSA L
136 JOY ST
SUGAR GROVE, IL 60554

02-28-383-046

THOMPSON, JANET M
412 B JACKSON ST
YORKVILLE, IL 60560

02-28-401-001

TAYLOR, RODNEY K & SANDRA M
421 WALNUT ST
YORKVILLE, IL 60560

02-28-401-010

HOLSTEN, PAMELA S
9 RIVERWOOD LN
OSWEGO, IL 60543



02-28-401-011

STRAUS, LORI
474 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-012

KEISTER, STACY M
476 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-013

GUNIER, MICHAEL L JR
478 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-014

LEACHMAN, TYRELL D & TERRY
482 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-016

JOHNSON, JENNIFER
434 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-017

VOCHT DAVID &, AYERS ALEXANDREA
436 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-018

STRUEBING, RODNEY M & STACY K
438 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-019

ADAMS & SHIELD PARTNERSHIP
812 KINGSTON LN
BARTLETT, IL 60103

02-28-401-020

MCCLERNON, EUGENE C & JULIA C
444 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-021

CYR, DONALD F & LOIS E & CYR DONALD J & CINDY A
3350 B CANNONBALL TRL
YORKVILLE, IL 60560

02-28-401-023

BURT, KATHERINE S
466 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-024

RUH, MELANIE L
464 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-025

PETERSON, DARIN
1005 SUNSET AVE
YORKVILLE, IL 60560

02-28-401-026

PURCELL, JOHN P
458 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-027

KRUSE, ALEXANDER
312 MUSTANG DR
OSWEGO, IL 60543

02-28-401-028

BENNETT, JANE A
454 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-029

CHIAVARIO, JODI E
285 N LIBERTY ST
LELAND, IL 60531

02-28-401-030

THEEDE, WILLIAM & CHARLIE BELL
448 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-032

NEWTON, CHUM
496 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-033

GARGO, NICHOLAS G
494 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-034

RAWLE, DENISE Y
903 A FAWN RIDGE CT
YORKVILLE, IL 60560

02-28-401-035

LEDESMA, NICOLE M
488 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-036

WATERS, BRANDON C & DAWN L
486 LANDMARK AVE
YORKVILLE, IL 60560

02-28-401-037

BROWN, SUZANNE
484 LANDMARK AVE
YORKVILLE, IL 60560



02-28-177-032

TDC YORKVILLE SHOPPING CTR II
%TDC YORKVILLE SELECT LLC
799 CENTRAL AVE STE 300
HIGHLAND PARK, IL 60035

02-28-252-024

YORKVILLE LEASED HOUSING ASSOCIATES 1,
2905 NORTHWEST BLVD STE 150
MINNEAPOLIS, MN 55441-2644

02-28-383-007

KNAUER, ROBERT J
413 ELM ST
YORKVILLE, IL 60560

02-28-383-008

ADAM, MICHAEL P & LISA J
415 ELM ST
YORKVILLE, IL 60560

02-28-383-009

BEATA, MICHAEL G & SUSAN
417 ELM ST
YORKVILLE, IL 60560

02-28-383-020

UNTERBRUNNER, LYNN & MARY
418 JACKSON ST
YORKVILLE, IL 60560

02-28-383-021

VOLLMER, KEVIN J
420 JACKSON ST
YORKVILLE, IL 60560

02-28-401-002

MAYTON, MICHAEL E & KATHLEEN A
901 MCHUGH RD
YORKVILLE, IL 60560

02-28-401-003

STAFFORD, GEORGE F & DEBORAH LYNN
903 MCHUGH RD
YORKVILLE, IL 60560

02-28-451-006

ROMAN CATHOLIC DIOCESE JOLIET,
% CHRISTOPHER NYE AIA NCARB
16555 WEBER RD
CREST HILL, IL 60403

02-28-451-009

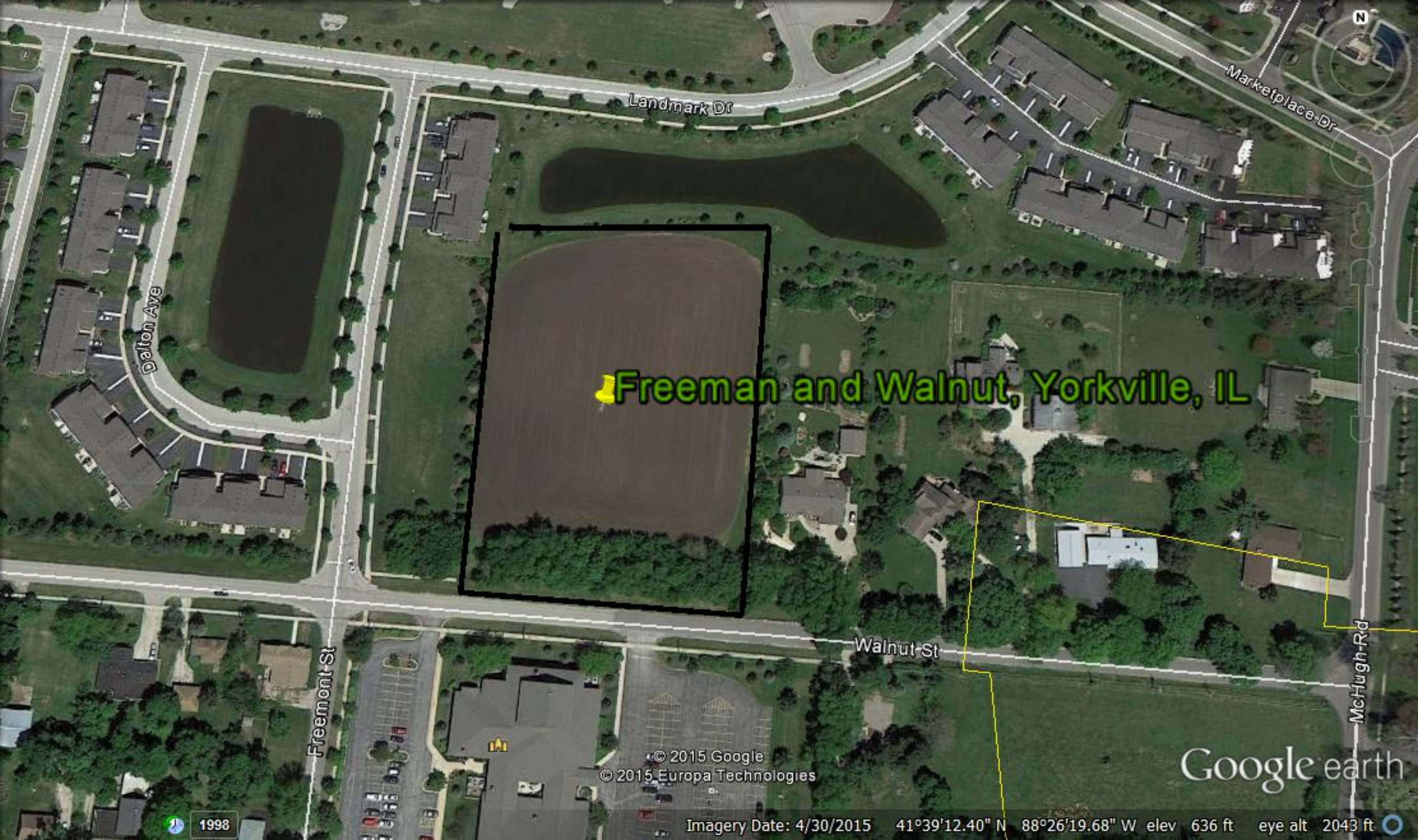
HARBIN, BRYAN & PATRICIA
P O BOX 51
BRISTOL, IL 60512

02-28-451-010

BURKS, DONALD L & JUDITH
421 JACKSON ST
YORKVILLE, IL 60560

02-28-454-001

SEIFERT, RAYMOND F & MARJORIE
422 JACKSON ST
YORKVILLE, IL 60560




 Freeman and Walnut, Yorkville, IL

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Google earth

 1998

Imagery Date: 4/30/2015 41°39'12.40" N 88°26'19.68" W elev 636 ft eye alt 2043 ft 

Applicant: Manhard Consulting Ltd
Contact: Rachel Cortez
Address: 700 Springer Drive
Lombard, IL 60148

IDNR Project Number: 1604383
Date: 10/22/2015

Project: Yorkville, Illinois Housing Development
Address: Northeast Corner of Freemont St. and Walnut St., Yorkville

Description: This will be a multi-family building for senior living. The site will be tributary to existing offsite detention just north of the project site.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Fox River INAI Site
Greater Redhorse (*Moxostoma valenciennesi*)
River Redhorse (*Moxostoma carinatum*)

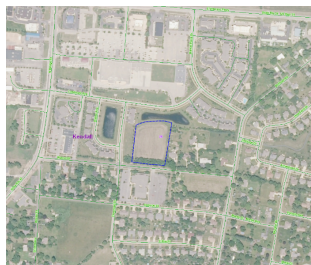
An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:
37N, 7E, 28



IL Department of Natural Resources
Contact
Keith Shank
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
IL Environmental Protection Agency
Permit Section
Post Office Box 19276
Springfield, Illinois 62794 -9276

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

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Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.



Civil Engineering
Surveying
Water Resources Management
Water & Wastewater Engineering
Supply Chain Logistics
Construction Management
Environmental Sciences
Landscape Architecture
Land Planning

October 23, 2015

Ms. Anne E. Haaker
Deputy State Historic Officer
Preservation Services Division
Illinois Historic Preservation Agency
Review and Compliance Section
1 Old State Capitol Plaza
Springfield, Illinois 62701

**RE: Yorkville, Illinois Housing Development
Northeast Corner of Freemont St. and Walnut St.
Yorkville, Illinois**

Dear Ms. Haaker,

In accordance with the Illinois Historic Preservation Act, please find enclosed the following information to determine if the proposed development will have any adverse historical or archeological impacts:

1. USGS Topographic map with Project Location
2. Aerial Photograph
3. HARGIS Map
4. Photos of Existing Building (NOT APPLICABLE – NO EXISTING BUILDINGS)

The project site is located on approximately 3.5 acres and is located at the Northeast Corner of Freemont St. and Walnut St., Yorkville, Illinois, in Section 28, Township 37 North, and Range 7 East of the Third Principal Meridian. Crane Construction Company is proposing a Multi-Family Building for a senior living facility. This project will include grading, storm, water, and sanitary utilities, parking, and landscaping. The site will provide detention in either an underground storage vault and/or in the existing detention basin, north of the site. Please reference attached documents for more information.

No Buildings are present on site so no photos were attached.

Should you have any questions or require additional information regarding this matter, please do not hesitate to call me at 630-925-1064 or email me at rcortez@manhard.com.

Yours truly,
MANHARD CONSULTING, LTD.

A handwritten signature in blue ink, reading 'Rachel Cortez', is written over a horizontal line.

Rachel Cortez
Staff Engineer



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700 Springer Drive, Lombard, IL 60148 ph:630.691.6500 fx:630.691.6595 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

YORKVILLE, ILLINOIS HOUSING DEVELOPMENT

YORKVILLE, ILLINOIS

AERIAL MAP

PROJ. MGR.: JPD

DRAWN BY: RMC

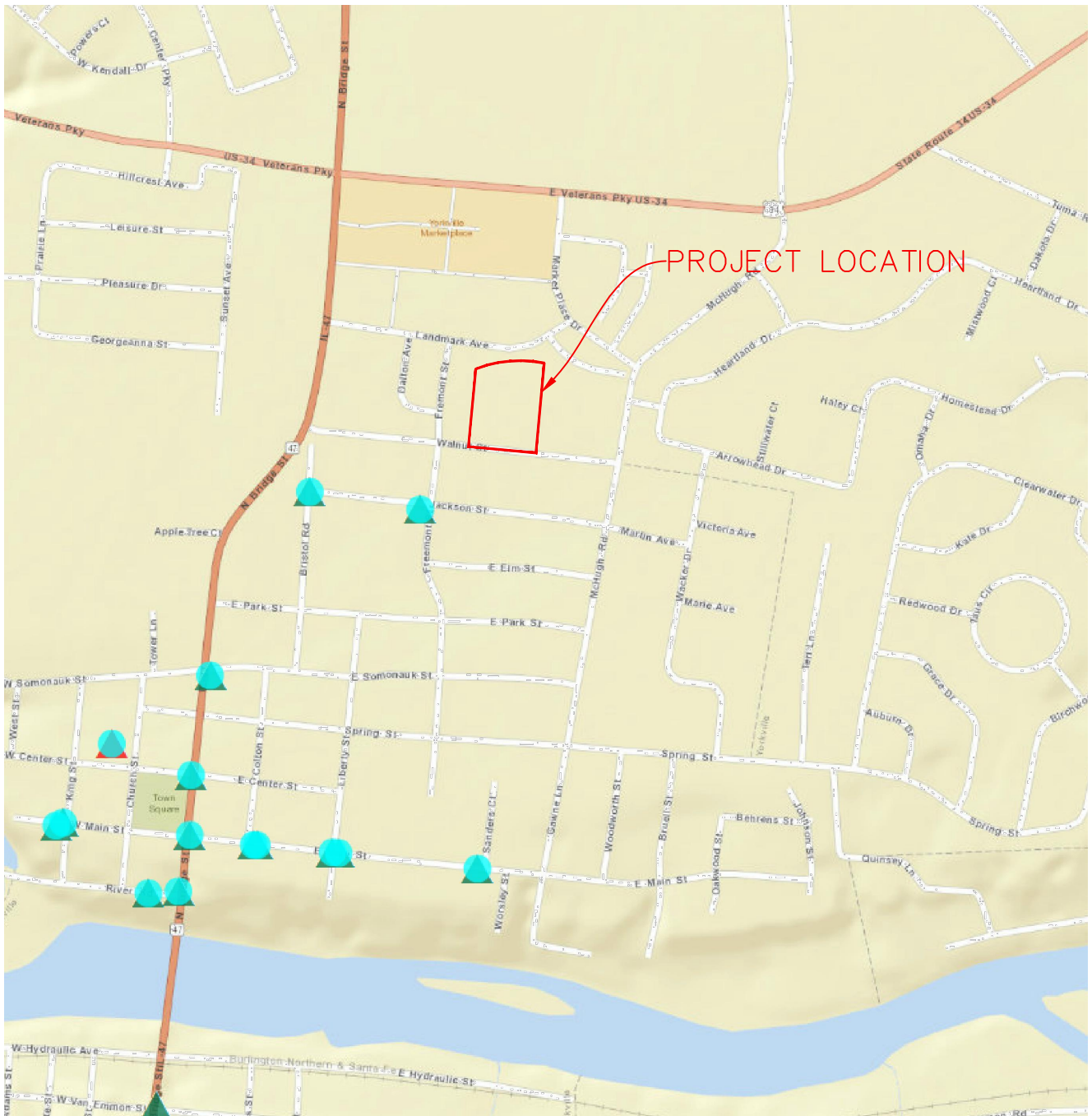
DATE: 10-23-15

SCALE: 1"=250'

SHEET

EXHIBIT

1



- Properties**
- ▲ Determined eligible for the NR
 - ▲ Entered in the NR
 - ▲ Part of a NR Historic District
 - ▲ Part of a NR Historic District - contributing
 - ▲ Part of a NR Historic District - non-contributing
 - ▲ Undetermined
 - ▨ NR Districts

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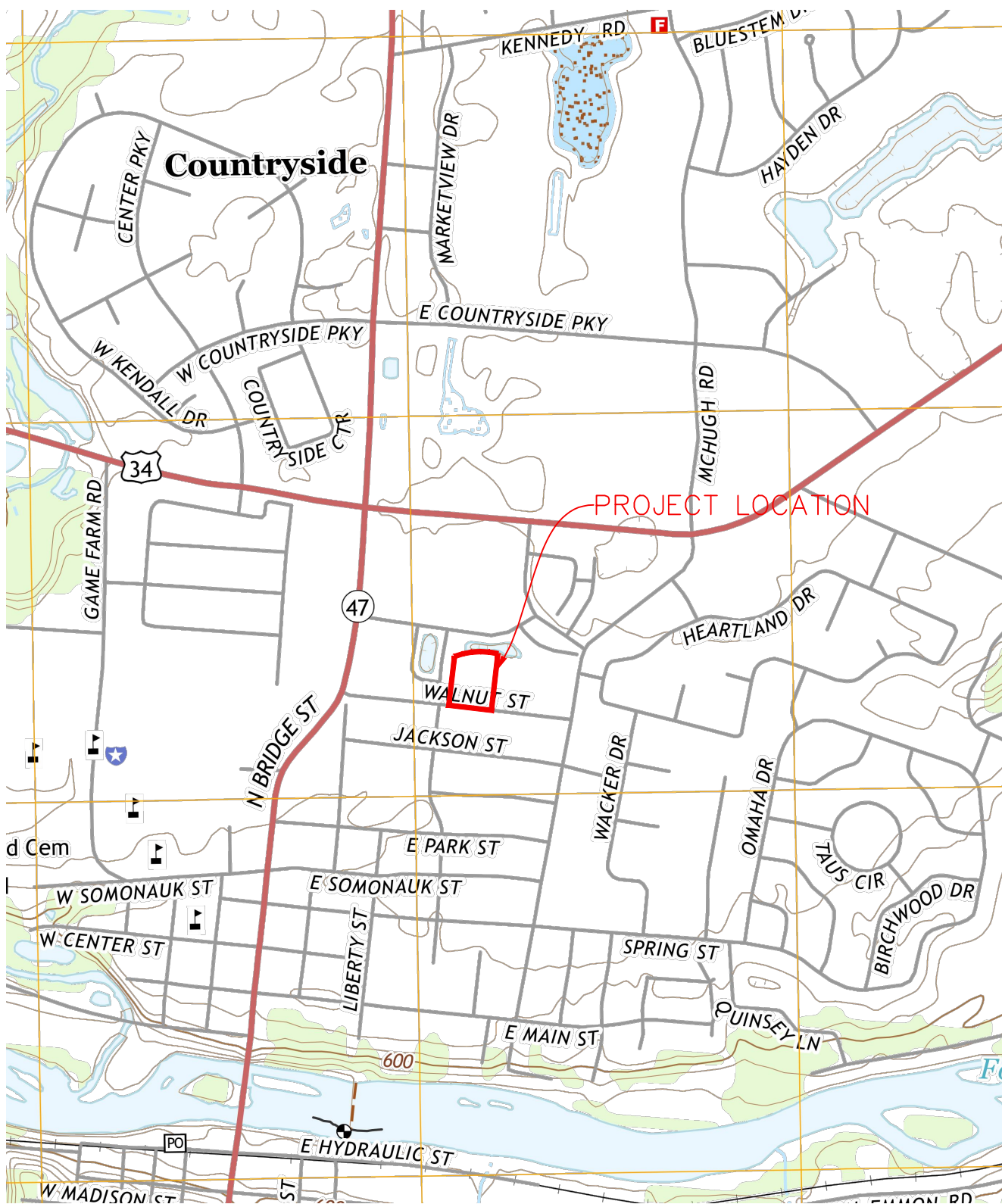


700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8595 manhard.com
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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

YORKVILLE, ILLINOIS HOUSING DEVELOPMENT
YORKVILLE, ILLINOIS
HARGIS MAP

PROJ. MGR.: **JPD**
 DRAWN BY: **RMC**
 DATE: **10-23-15**
 SCALE: **N.T.S.**

SHEET
EXHIBIT 2



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Manhard

CONSULTING LTD

700 Springer Drive, Lombard, IL 60148 ph: 630.691.6500 fx: 630.691.6595 manhard.com
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

YORKVILLE, ILLINOIS HOUSING DEVELOPMENT
YORKVILLE, ILLINOIS
USGS MAP

PROJ. MGR.: JPD
 DRAWN BY: RMC
 DATE: 10-23-15
 SCALE: N.T.S.

SHEET
EXHIBIT 3



**Kendall County Soil & Water
Conservation District**

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: GC Housing Development LLC **Contact Person:** James P. D'Alexander
Address: 343 Wainwright Drive 700 Springer Drive
City, State, Zip: Northbrook, IL 60062 Lombard, IL 60148
Phone Number: (847) 564-7393 (630) 925-1114
Email: ablock@craneconstruction.com jdalexander@manhard.com

Please select: How would you like to receive a copy of the NRI Report? ☒ Email ☐ Mail

Site Location & Proposed Use

Township Name United City of Yorkville **Township** T37 N, **Range** R7 E, **Section(s)** S28
Parcel Index Number(s) 02-28-331-002, 02-28-331-004, 02-28-331-006
Project or Subdivision Name Yorkville, Illinois Housing Development **Number of Acres** ~3.5
Current Use of Site R-1 **Proposed Use** R-4
Proposed Number of Lots 1 **Proposed Number of Structures** 1
Proposed Water Supply United City of Yorkville **Proposed type of Wastewater Treatment** Yorkville-Bristol San. District
Proposed type of Storm Water Management Existing Detention Basin/ Underground Detention Basin

Type of Request

- ☒ Change in Zoning from R-1 to R-4
☒ Variance (Please describe fully on separate page)
☐ Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: United City of Yorkville

In addition to this completed application form, please including the following to ensure proper processing:

- ☒ **Plat of Survey/Site Plan** – showing location, legal description and property measurements
☒ **Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies
☒ **NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.

Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	\$ <u>375.00</u>
<u>0</u> Additional Acres at \$18.00 each	\$ <u>0.00</u>
Total NRI Fee	\$ <u>375.00</u>

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

By: [Signature]
Petitioner or Authorized Agent

MANAGER

10/23/15
Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# _____ Date initially rec'd _____ Date all rec'd _____ Board Meeting _____
Fee Due \$ _____ Fee Paid \$ _____ Check # _____ Over/Under Payment _____ Refund Due _____

Plat of Survey of
Part of the Southwest Quarter of Section 28-37-7
Yorkville Kendall County Illinois

State of Illinois

SS

County of Kendall

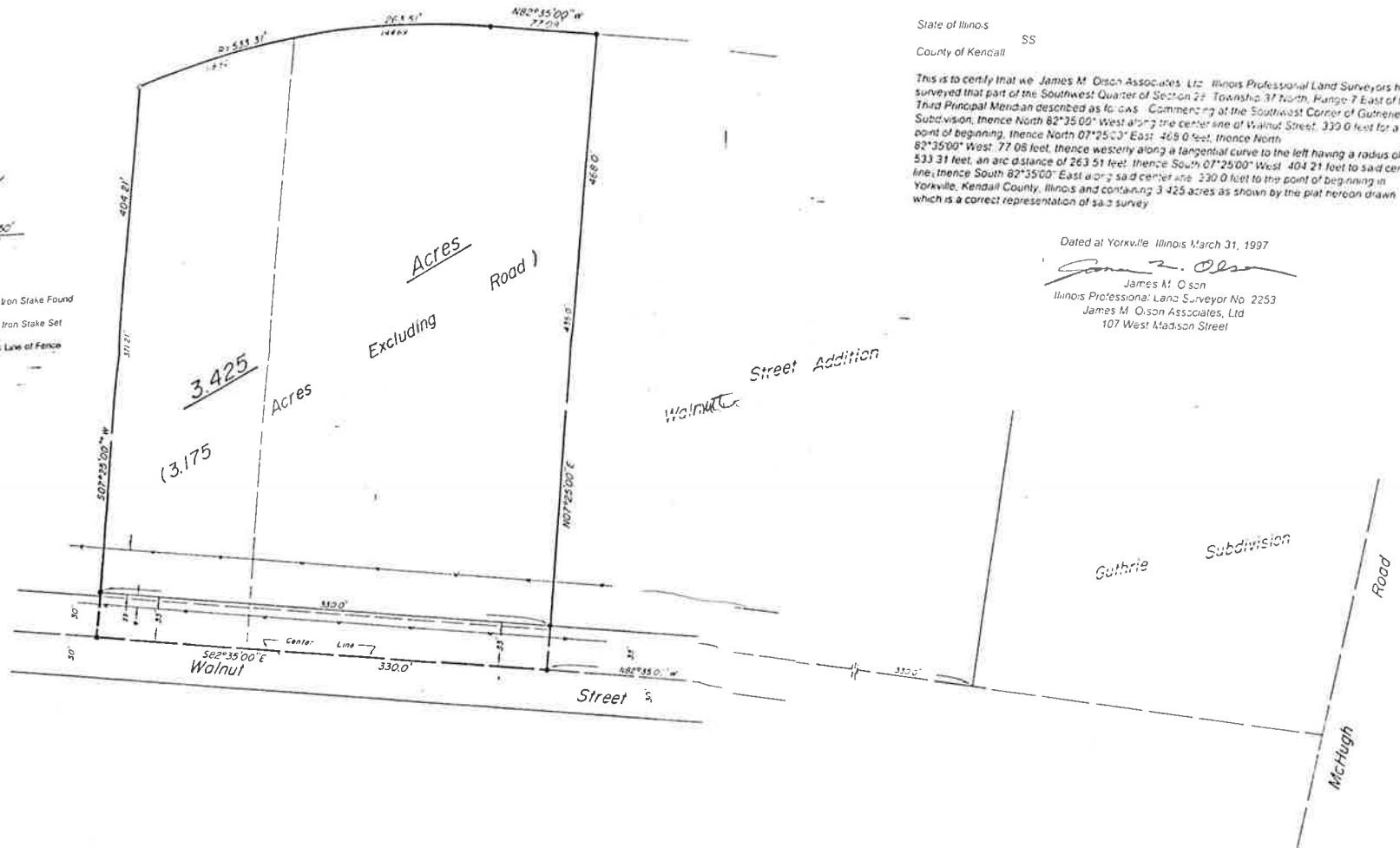
This is to certify that we James M. Olson Associates, Ltd. Illinois Professional Land Surveyors have surveyed that part of the Southwest Quarter of Section 28 Township 37 North Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of Guthrie Subdivision, thence North 82°35'00" West along the center line of Walnut Street, 330.0 feet for a point of beginning, thence North 07°25'00" East 465.0 feet, thence North 82°35'00" West 77.08 feet, thence westerly along a tangential curve to the left having a radius of 533.31 feet, an arc distance of 263.51 feet, thence South 07°25'00" West 404.21 feet to said center line, thence South 82°35'00" East along said center line 230.0 feet to the point of beginning in Yorkville, Kendall County, Illinois and containing 3.425 acres as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois March 31, 1997

James M. Olson
James M. Olson
Illinois Professional Land Surveyor No. 2253
James M. Olson Associates, Ltd.
107 West Madison Street



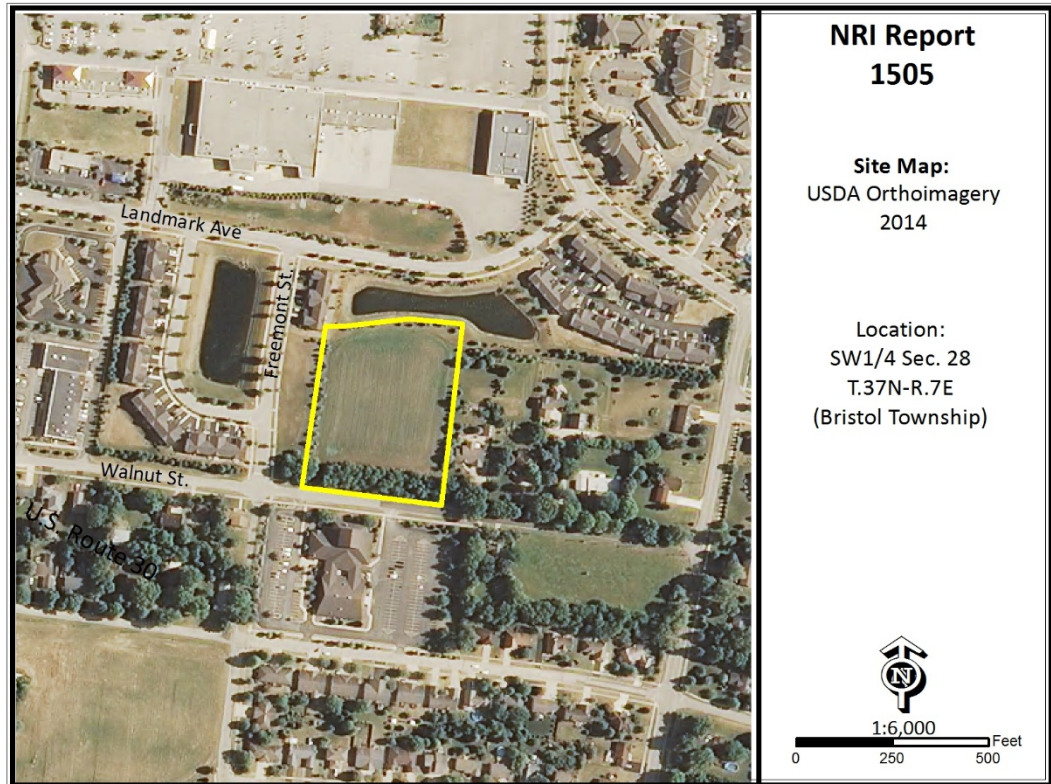
- Indicates Iron Stake Found
- ◻ Indicates Iron Stake Set
- Indicates Line of Fence





60 / 80 UNIT LAYOUT
YORKVILLE, IL

NATURAL RESOURCE INFORMATION (NRI) EXECUTIVE SUMMARY REPORT: 1505



November
2015

Petitioner: GC Housing Development LLC
Contact: James D'Alexander, Manhard Consulting Ltd.

Prepared by:



**Kendall County Soil & Water
Conservation District**

7775A Route 47 • Yorkville, Illinois 60560
Phone: (630)553-5821 x3 • Fax: (630)553-7442
www.kendallswcd.org

Petitioner: GC Housing Development LLC

Contact Person: James D'Alexander, Manhard Consulting Ltd

County or Municipality the petition is filled with: Kendall County

Location of Parcel: SW¼ Section 28, T.37N.-R.7E. (Bristol Township) of the 3rd Principal Meridian in Kendall County, IL

Project or Subdivision Name: Yorkville Housing Development

Existing Zoning & Land Use: R-1, Vacant

Proposed Zoning & Land Use: R-4, Multi-Tenant Residential

Proposed Water Source: United City of Yorkville

Proposed Type of Sewage Disposal System: Yorkville-Bristol Sanitary District

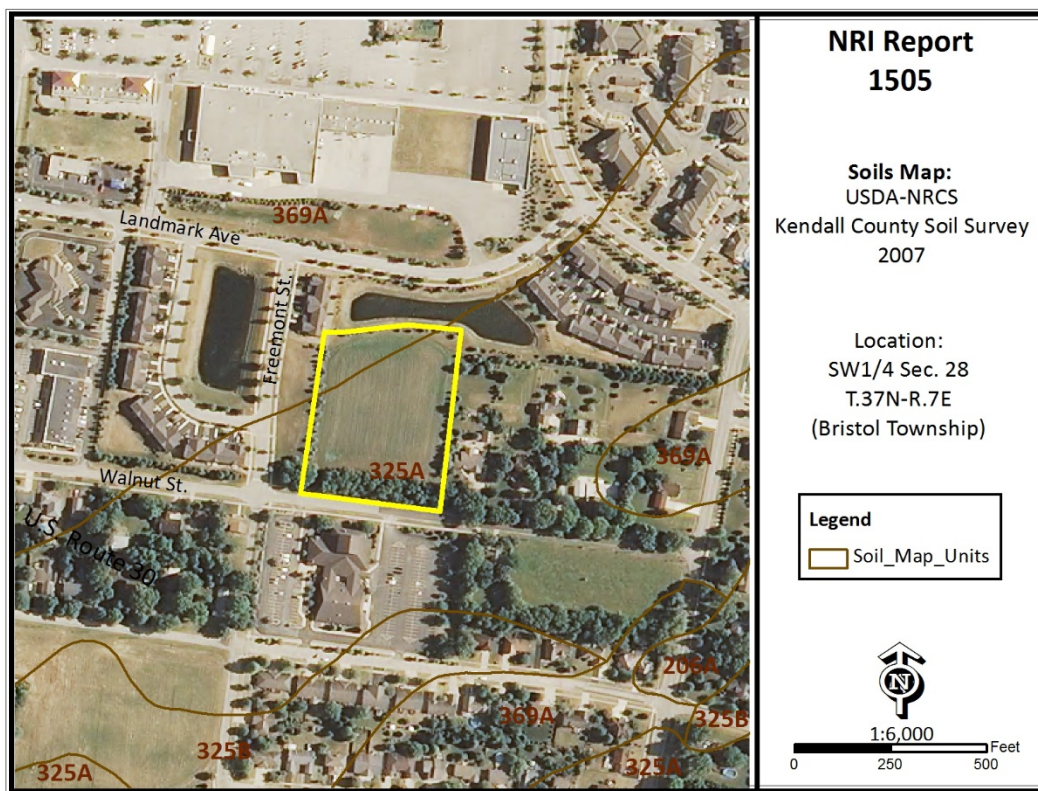
Proposed Type of Storm Water Management: Existing Detention Basin/Underground Detention Basin

Size of Site: 3.4 (3.2 excluding the road)

Land Evaluation Score: 81

Natural Resource Concerns

Soil Map:



SOIL INFORMATION:

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2007 Kendall County Soil Survey, this parcel contains the following soil types:

Table 1:

Map Unit	Soil Name	Hydrologic Group	Hydric Designation	Farmland Designation
325A	Dresden silt loam, 0-2% slopes	B	Non-hydric	Prime Farmland
369A	Waupecan silt loam, 0-2% slopes	B	Non-hydric	Prime Farmland

Hydrologic Soil Groups: Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- ✓ **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- ✓ **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- ✓ **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- ✓ **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Hydric Soils: A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile. Of the soils found onsite, none are classified as a hydric soil. Additionally, none of the soils onsite are likely to have hydric inclusions.

Prime Farmland: Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the two soils found onsite, both are designated as prime farmland.

Table 2:

Map Unit	Surface Runoff	Water Table	Ponding	Flooding
325A	Low	January - December	January - December None	January - December None
369A	Low	January - December	January - December None	January - December None

Surface Runoff: Refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover. Indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal).

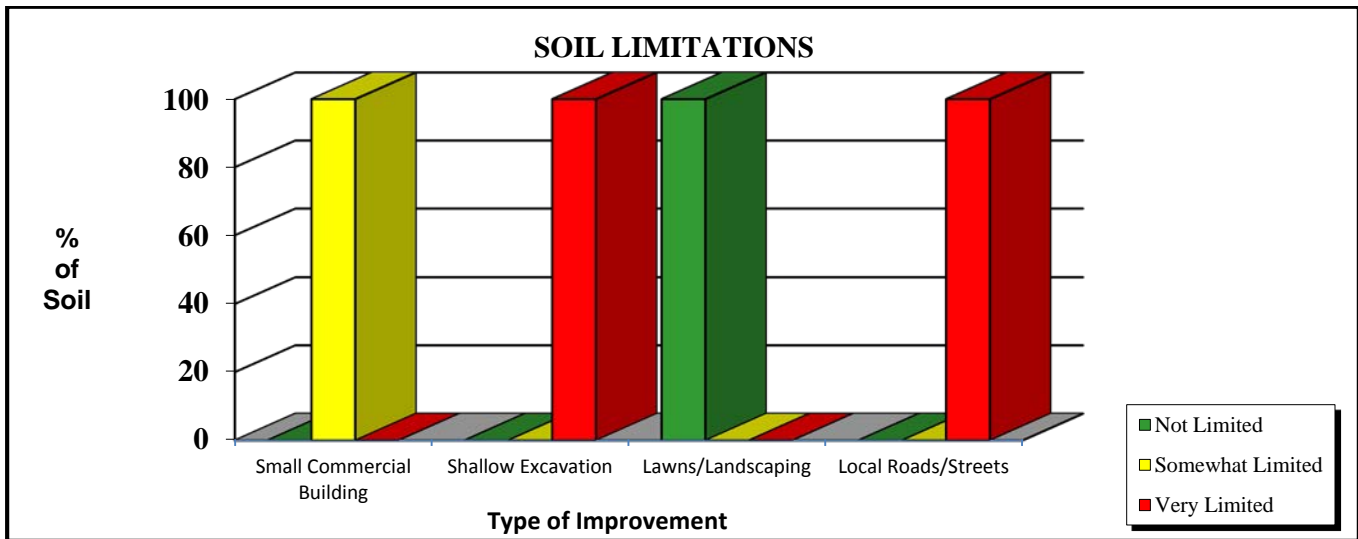
Ponding: Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration or evaporation. Duration is expressed as very brief (less than 2 days), brief (2 to 7 days), long (7 to 30 days), very long (more than 30 days). Frequency is expressed as none (ponding is not probable), rare (unlikely but possible under unusual weather conditions), occasional (occurs, on average, once or less in 2 years) and frequent (occurs, on average, more than once in 2 years).

Flooding: Temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding. Duration expressed as brief is 2 to 7 days and a frequent frequency means that it is likely to occur often under normal weather conditions.

SOIL LIMITATIONS: Limitations for small commercial building, dwellings with basements, dwellings without basements and conventional sewage disposal systems. Please note this information is based on information compiled as part of the USDA-NRCS 2007 Soil Survey of Kendall County, IL and does not replace site specific soil testing.

Table 2a:

Soil Type	Small Commercial Building	Shallow Excavations	Lawns/Landscaping	Local Roads/Streets
325A	Somewhat Limited: Shrink-swell	Very Limited: Unstable excavation walls	Not Limited	Very Limited: Low strength Shrink-swell Frost action
369A	Somewhat Limited: Shrink-swell	Very Limited: Unstable excavation walls	Not Limited	Very Limited: Frost action Low strength Shrink-swell



Kendall County Land Evaluation and Site Assessment (LESA):

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- **LAND EVALUATION (LE)** – The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
- **SITE ASSESSMENT (SA)** – The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Kendall County LESA Committee is responsible for this portion of the LESA system.

Table 4a: Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)
325A	4	79	2.7	213.3
369A	2	94	0.5	47.0
Totals			3.2	260.3
LE Score		LE= 260.3/3.2		LE=81

The Land Evaluation score for this site is **81**, indicating that this site is **well suited** for agricultural uses.

Please Note: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available and a full LESA score is unavailable for the parcel.

Wetlands: The U.S. Fish & Wildlife Service's National Wetland Inventory map **does not indicate** the presence of a wetland. Additionally, the USDA-NRCS 1984 Aerial Wetland Map **does not indicate** the presence of a wetland. If a wetland is present, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.

Floodplain: The parcel is not located within the floodplain.

Sediment and Erosion Control: Development on this site should include an erosion and sediment control plan in accordance with local, state and federal regulations. Soil erosion on construction sites is a resource concern because suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (<http://aiswcd.org/IUM/>) for appropriate best management practices.

LAND USE OPINION:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed development plans for Petitioner GC Housing Development LLC for the proposed R-4 Yorkville Housing Development. This parcel is located in the SW¼ of Section 28 in Bristol Township (T.37N.-R.7E. of the 3rd Principal Meridian) in Kendall County. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board has the following opinions and recommendations.

The Kendall County SWCD has always had the opinion that Prime Farmland should be preserved whenever feasible. A land evaluation, which is a part of the Land Evaluation and Site Assessment (LESA) was conducted on this parcel. The soils on this parcel scored an 81 out of a possible 100 points indicating the soils are well suited for agricultural uses. Additionally, the soils found onsite are classified as prime farmland.

In addition, soils can have potential limitations for development. This report indicates that for soils located on the parcel, 100% are somewhat limited for small commercial building; 100% are very limited for local roads/streets and shallow excavations. This information is based on the soil in an undisturbed state. Some soil reclamation, special design, or maintenance may be required to obtain suitable soil conditions to support these types of development with significant limitations.

This site is located within the Fox River Watershed.

This development should include a soil erosion sediment control plan to be implemented during construction. Sediment may become a primary non-point source of pollution. Eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

For intense use it is recommended that the drainage tile survey completed on the parcel to locate the subsurface drainage tile be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Compiled Statutes, Ch. 70, Par 405/22.02a).


SWCD Chairman


Date



United City of Yorkville

County Seat of Kendall County

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Website: www.yorkville.il.us

November 23, 2015

Andrew Block
GC Housing Development LLC
343 Wainwright Drive, Suite B
Northbrook, IL 60062

(VIA E-MAIL)

RE: GC Housing Development for a Senior Independent Living Facility

Dear Mr. Block,

This correspondence is intended to follow-up on the recent Plan Council meeting held on November 19, 2015 to discuss the proposed Rezoning and Variance applications for a proposed senior independent living facility. Per that discussion, below are the comments presented during the Plan Council meeting for which additional information, revised plans and/or a written response is requested:

Engineering Comments:

- Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated November 11, 2015.

Fire District (BKFD) Comments:

- How many elevators?
- Inside size of elevator cars. Our stretchers are 79 inches by 24 inches?
- Exhaust system in garage. Operating on doors opening and C.O. levels, 100% exhaust.
- Control of exhaust system in case of a car fire?
- Protection of ceiling in garage? Pre cast? / All penetrations? (Auto Fires)
- Fully sprinkled/ Attic Space?
- Standpipes in stairwells and hose connections in garage?
- True firewalls to divide building?
- Duct/smoke detection?
- Fire Protected waste chutes?
- C.O. detection in units?
- Emergency Ring road/ straight line access to rear of building?

Community Development Comments:

- A data table should be included on the site plan and will need to indicate the following information:
 - Current zoning and proposed zoning of the property.
 - Surrounding property zoning.
 - Current and proposed land use for the property.
 - Surrounding land uses.
 - Setback requirements.
 - Parking Requirements and calculations.
 - Lot coverage allowed and currently being proposed.
 - Building height.
 - A density description of the surrounding properties.
- Are there trash enclosures proposed for the property? If so, please provide a detailed drawing of the enclosure. Attached is Section 10-17-3 of the zoning ordinance for reference.
- Please provide a photometrics plan.
- The building setback line along the westerly lot line is for building only. Please take a look at shifting the entire layout to the west to increase the buffer with the property owner to the west. Drive aisles and parking lots are permitted within this setback requirement.
 - If the layout is shifted to the west, an increase in landscape would be beneficial along the eastern property line. Also, the proposed berm could be increased in height for additional buffering to the property owners to the east.
- As part of the landscape plan, please provide a detailed tree preservation plan if needed. Additionally, if existing trees are to be removed, please provide a detailed tree replacement plan. A copy of the Landscape Ordinance is attached for your reference.
- Please review the attached appearance code that this project will need to adhere to. Please incorporate any changes into the building elevations. Sample boards of the material being used will be required for the upcoming meetings.
- The monument sign will need to follow the current sign ordinance. I have attached a copy for your reference.
- Please provide the details for the emergency access route. Material, width, etc.
- The rezoning and variance approval is contingent upon the petitioner closing on the property.
- While the Petitioner has met the minimum interior side yard setbacks for the east and west property lines, the Code states a setback requirement option of “..or 60% of the Building Height.” As noted in the plans, the roof peak of the multi-tenant apartment building is 61’-8”. Should the building height, as measured by City Code in Section 10-2-3 using the mean height level between the eaves and the ridge of the roof, be more than 50 feet, staff may seek to increase the proposed setback of 30 feet on the east side adjacent to the townhomes accordingly to provide an increased buffer yard.
- **MAXIMUM BUILDING HEIGHT** - Maximum building height for the R-4 District is 80 feet. While it is noted in staff’s previous comment that a roof peak dimension was provided on the plans, the Petitioner must denote the proposed building height using the measurement standard as established in Section 10-2-3 of the Zoning Code.
- **LOT COVERAGE** – Maximum lot coverage for the R-4 District is 70% per a recent revision of Section 10-7-1 of the Zoning Ordinance. Please provide a data table with calculations of the impervious surface for the proposed development broken down by building coverage, parking lot, sidewalks and other impervious surfaces.

- **MAXIMUM DENSITY** – The Petitioner requests a variance to increase the density of the subject property after rezoning to R-4 from 8 dwelling units per acre to 24 dwelling units per acre. While staff is supportive of this variance request, the request may be bolstered with a density comparison of the adjacent townhome development and the Reserve at Fox River apartment development located on Marketplace Drive.
- **PARKING** - According to the plans submitted, there are 115 total parking spaces to be provided for the development with space behind the building to the east for additional undetermined parking spaces if needed. Per Section 10-16-3 of the Yorkville Zoning Code, the total required minimum parking for a multi-family development is 2 spaces per dwelling unit totaling 150 spaces required; and 0.5 spaces per dwelling unit if for elderly housing.
 - As proposed, staff would support the proposed 115 parking spaces only if the Petitioner agrees to age-restrict the development as part of the deed. Otherwise a variance will be needed for the reduced parking.
 - Also a typical dimensioned parking space plan shall be provided on the plan with a data table of the required parking versus the provided parking schedule and drive aisle dimensions.
- **BUILDING ELEVATIONS** – Staff requests that material sample boards of all materials be provided in advance of the scheduled Plan Commission meeting.
 - Per Section 8-15-5: Criteria for Appearance of the City Code, new multiple-family residential structures the following shall apply:
 - The building footprint of single-family attached and multi-family buildings can be the same. However, the facade treatments must vary between buildings that are adjacent to one another. Facade variations may include building materials or colors in any one or more of the following: Siding; Masonry; Roof; Paint/stain; Doors.
 - Sites where requested setbacks and yards are less than the minimum zoning district requirements must provide an interesting relationship between buildings.
 - Parking areas shall be treated with decorative elements, building wall extensions, plantings, berms and other innovative means so as to largely screen parking areas from view from public ways.
 - The height and scale of each building shall be compatible with its site and adjoining buildings.
 - Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.
 - The architectural character of the building shall be in keeping with the topographical dictates of the site.
 - Masonry products shall be incorporated on the front facade of at least seventy five percent (75%) of the total buildings in the approved community, and shall incorporate a minimum of fifty percent (50%) premium siding material on the front facade. No less than half (25 percent of the total) of the minimum "premium siding" requirements must incorporate masonry products. Credit toward the remaining "premium siding" requirement can be earned via the use of major architectural features. Each major architectural feature used will earn a credit of ten percent (10%) towards the calculation of the minimum premium siding requirement.

- Example: A building with thirty percent (30%) masonry on the front elevation will require the use of two (2) "major architectural features" (10% + 10% = 20%) to comply with the total "fifty percent (50%) premium siding material on the front facade".
- Pedestrian features/amenities, such as covered walkways, street furniture, and bicycle rack facilities are encouraged.
- Common open space and outdoor features are encouraged.
- SIGNAGE – The petitioner is proposing one (1) ground mounted identification sign which require no variances.
- LIGHTING – A photometric plan shall be provided along with manufacturers cut sheets of the proposed light standards to be installed within the parking lot area. Maximum illumination at the property line shall not exceed 0.1 foot-candle and no glare shall spill onto adjacent properties or rights of way.
- CONTIGUOUS LOTS – The proposed development straddles two (2) contiguous parcels assumedly under one ownership. While Section 10-3-3 allows for two (2) contiguous lots which may not meet the minimum zoning lot size to be used for a single development, staff recommends that the existing two (2) parcels be consolidated either through a final plat or via a Plat Act exemption, if applicable.
- DRIVEWAY VARIANCE – Staff notes the request for relief from Section 10-16-3-D-3 regarding driveway distances to a nearby intersection. We will defer to the Public Works Director and City Engineer.

Yorkville Bristol Sanitary District (YBSD) Comments:

- Estimated Population Equivalent Loading to the sanitary sewer system (Lbs. of B.O.D. & S.S.).
- Estimated waste flow in GPD.
- Is there sufficient city sewer capacity?

Revised plans and/or responses to the comments requested herein should be provided no later than **Friday, December 18, 2015**, so that staff may incorporate the necessary information into the Plan Commission memorandum regarding the Rezoning and Variance request. Should you have any questions, please feel free to contact me at 630-553-8574, or via email: cheinen@yorkville.il.us.

Sincerely,



Chris Heinen
Planner

Encl.

Cc: Bart Olson, City Administrator (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Tracy Kasson, Applicant's Attorney (via e-mail)
Lisa Pickering, Deputy Clerk (via e-mail)
Brad Sanderson, EEI, City Engineer (via e-mail)
Michael Torrence, BKFD (via e-mail)
Chris Heinen, Planner (via e-mail)
Kevin Collman, YBSD (via e-mail)



Engineering Enterprises, Inc.

November 11, 2015

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: GC Housing Development
 United City of Yorkville
 Kendall County, Illinois**

Ms. Barksdale-Noble:

We are in receipt of the Plan Council packet for the above referenced project, generally consisting of the following:

- Project Narrative and Re-Zoning Application
- "Zoning Review Set" dated October 28, 2015 and prepared by HDJ
- Various Environmental Sign-offs

Our review of these plans is to generally determine the plan's compliance with United City of Yorkville ordinances and whether the improvements will conform to existing City systems and equipment. This review and our comments do no relieve the designers from their duty to conform to all required codes regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review. We cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

1. The following general list are items that will have to be submitted to the United City of Yorkville for review during the final engineering stage:
 - a. Final Engineering Plans;
 - b. Lighting/Photometric Plan;
 - c. Landscape Plan, including addressing Tree Preservation;
 - d. Engineer's Opinion of Probable Construction Cost for improvements including earthwork, sitework, stormwater management, erosion control and work within the road ROW;
 - e. Stormwater Management Report with Stormwater Permit Application;
 - f. Preparation of the Long Term Maintenance Plan will be required (Section 604 Kendall County Stormwater Ordinance);
 - g. A soils report;
2. Currently there are no provisions for stormwater management shown on the plans.

Ms. Krysti Barksdale-Noble
November 11, 2015
Page 2

3. Water and sanitary sewer mains are relatively close to the project site. The anticipated water use will need to be provided in order for capacities in the sanitary sewer system to be confirmed.
4. Pedestrian connectivity along Walnut should be provided.
5. The acceptability of the amount of parking stalls that are provided will need to be confirmed with your department.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/dm

Enclosure

pc: Mr. Bart Olson, City Administrator (via email)
Mr. Chris Heinen, City Planner (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (via email)
Ms. Lisa Pickering, Deputy Clerk (via email)
JAM, EEI

LEGEND

+

HYDRANT

●

VALVE

UNKNOWN WATER MAIN

3" WATER MAIN AND SMALLER

4" WATER MAIN

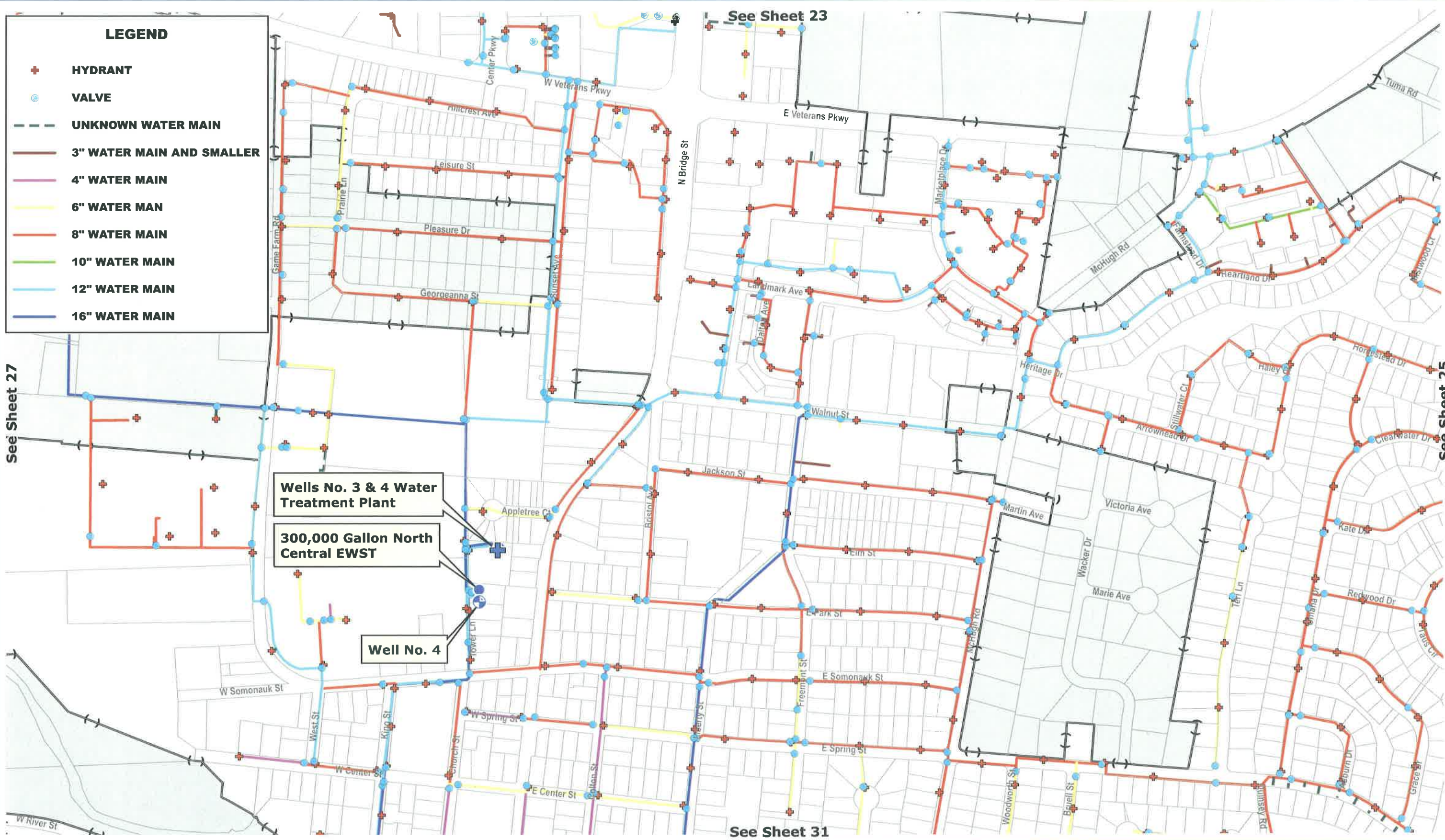
6" WATER MAIN

8" WATER MAIN

10" WATER MAIN

12" WATER MAIN

16" WATER MAIN





See Sheet 27

See Sheet 23

See Sheet 25

See Sheet 31

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



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350
www.yorkville.il.us

DATE:		October 2013
PROJECT NO.:		YO1342
BY:		KKP
PATH:		H:\GIS\PUBLIC\YORKVILLE\2013\
FILE:		YO1342_26.MXD
NO.	DATE	REVISIONS



United City of Yorkville
Sanitary Sewer Atlas Maps
Sheet 26





GC HOUSING DEVELOPMENT LLC

The memo serves as follow-up to Chris Heinen from the United City of Yorkville in response to Mr. Heinen's Plan Council memo to Andrew Block of GC Housing Development LLC dated November 23, 2015. Responses mirror the order in which comments were made.

Engineering Comments: The comments below are offered in response to the Engineering Enterprises, Inc. review letter dated November 11, 2015 addressed to Krysti Barksdale-Noble.

1. The items listed will be included with the final engineering plans.
2. A basic concept for expanding the existing detention basin is shown on the Site Plan. Detailed analysis will occur during final engineering
3. The Public Works Department will verify the capacity of existing infrastructure. The estimated Population Equivalent for this development is 140 PE.
4. Pedestrian access from Freemont Street is shown on the Site Plan. We anticipate access from Walnut is no longer required since the driveway has shifted to Freemont St.
5. A parking summary is shown in the Site Data Table on the Site Plan. Provided parking exceeds the requirement of 0.5 stalls per residential unit (senior housing).

Fire District (BKFD) Comments:

- The proposed building to be equipped (2) two elevators with 3,500# load capacity each.
- Each elevator to have interior cab dimension of 6'-8" x 4'-3".
- The mechanical design of the garage will incorporate an NOX/CO combined sensor that will comply with code requirements.
- The mechanical design of the garage area will incorporate a detection, alarm, and activation system as required per the code requirements.
- There will be a two (2) hour horizontal fire separation between the first (1st) floor interior garage, and the above dwelling units. (The proposed second (2nd) floor to be Pre-cast concrete plank, with concrete topping.)
- Fully sprinkled (including attic)? Yes.
- Standpipes in stair wells, and hose connection in garage as required by code.
- Firewalls as required per code.
- Duct/smoke detection provided per code.
- Fire protection of the waste chutes provided per code.
- CO detection in individual units provided per code.
- An Emergency Ring Road has been provided that follows the guidelines of the 2009 International Fire Code. The materials of this Ring Road will be structurally capable of supporting the largest fire apparatus. Detailed design will follow during Final Engineering.



GC HOUSING DEVELOPMENT LLC

Community Development Comments:

- A Data Table has been provided on the Site Plan drawing which addresses all items requested.
- A 9'x13' trash enclosure is shown on the Site Plan. Detailed design (appearance, materials, etc.) will be a part of design documents.
- See attached documentation showing Photometric Lighting Plan.
- The building has been rotated 15 degrees counter-clockwise and has been positioned further away from the eastern property line. Currently, the building is set 48.42' from the eastern property line. A 30' building setback was maintained along the western property line for constructability and to allow for Emergency Ring Road. Landscaping and berming along the eastern property line will be increased to a maximum of 8' during final design.
- A detailed tree survey has not been prepared at this time. Tree preservation and relocation plans will be provided as part of final landscape design.
- Exterior material sample has been provided to city staff.
- Monument design and size to comply with local code requirements. A placeholder monument sign has been shown on the south side of the main entry drive.
- The available Emergency Ring Road details are shown on the plan (width, layout, etc.). The materials used to construct the road are subject to final engineering and input from the Bristol Kendall Fire Department.
- Comment noted.
- We believe all setback requirements are met. The building's height is 61'8". Building Height is measured to the middle height of the angled roof and not to its peak. The impervious area on site account for 58.3% of the total area, which is below the permitted 70%. This figure can also be found in the Site Data table per the attached Civil Site Plan.
- See comment directly above.
- The impervious area on site accounts for 58.3% of the total area, which is below the permitted 70%. A breakdown of the impervious area onsite can also be found in the Site Data Table on the Site Plan.
- See Exhibit 1 below
- Petitioner has agreed to include an age-restriction as part of the deed. A parking summary is shown in the Site Data Table on the Site Plan. Provided parking exceeds the requirement.
- The proposed project consists of one (1) multi-family building.
 - See attached exterior elevations for proposed exterior.
 - Adjacent building setbacks (does not apply).
 - See attached building and parking layout.
 - See attached plans for building height and scale relationships.
 - New utility services to be underground per code (typical).



GC HOUSING DEVELOPMENT LLC

- See attached building plan and elevations for architectural character as it relates to the architectural dictates of the site.
- There will be only one building on the site; the primary building will abide by the Zoning Appearance Ordinance. The building will incorporate an entrance canopy in the building design, which will allow for a 10% reduction within the required 50% front elevation Premium Materials requirement, and a reduction of the front elevation masonry requirement from 25% of front façade to 20% minimum masonry requirement.
- Monument design and size to comply with local code requirements.
- See attached Photometric plan by architect.
- It is our understanding that per the Plan Council Meeting with Petitioner, a consolidation either through a final plat or via a plat act exemption was not required.
- Petitioner believes that this comment regarding a driveway variance is no longer applicable since access is from Freemont Street instead of Walnut Street.

Yorkville Bristol Sanitary District (YBSD) Comments:

- The estimated Population Equivalent is 140 PE. A summary is provided below in Exhibit 2.
- The estimated waste flow is 13,950 GPD.
- The Public Works Department will determine whether capacity exists per the information found below in Exhibit 2.



GC HOUSING DEVELOPMENT LLC

EXHIBIT 1

Density and Surrounding Borders of Comparable Yorkville Developments

Development	Current Zoning	Maximum DU's/Acre	Current DU's/Acre	Borders
Heritage Woods	R-4	8 DU's/Acre	24.86 DU's/Acre	North: Vacant Land/Single Family Home East: Industrial South: Single Family Homes
Anthony Place (GC Housing)	R-4	8 DU's/Acre	23.62 DU's/Acre for 3.175 acres of land 18.29 DU's/Acre for 4.1 acres of land	North: Townhomes East: Single Family Home South: Church West: Townhomes/Vacant Land
Reserve at Fox River	R-4	8 DU's/Acre	15.62 DU's/Acre	North: Commercial East: Single Family Homes/Land South: Townhomes West: Commercial
York Meadow Apartments	R-4	8 DU's/Acre	11.69 DU's/Acre	North: Vacant Land East: Commercial South: Townhomes West: Single Family Homes
Longford Lakes	R-3	5 DU's/Acre	5.48 DU's/Acre	North: Commercial East: Land (GC Housing Proposed Development) South: Single Family Homes



GC HOUSING DEVELOPMENT LLC

EXHIBIT 2



SANITARY CAPACITY
BREAKDOWN GC HOUSING
DEVELOPMENT
YORKVILLE, ILLINOIS
December 4, 2015

Type	Units	Bedrooms	GPD/ Bedroom	GPD	PEAK GPD	PE	GPM
Single Bedroom	57	57	150.00	8,550	35,910	86	24.57
Double Bedroom	18	36	150.00	5,400	22,680	54	15.43
TOTALS		93		13,950	58,590	140	40.00

$$K = \frac{18 + \sqrt{PE / 1000}}{4 + \sqrt{PE / 1000}} = \frac{18 + \sqrt{\frac{140}{1000}}}{4 + \sqrt{\frac{140}{1000}}} = 4.20$$

Note:

GPD/Bedroom based on Illinois Administrative Code "Multi-Family Dwellings (per bedroom)"



NW INTERIOR PARKING
ENTRANCE

S/W ENTRANCE CORNER
PERSPECTIVE



MAIN CANOPY ENTRANCE

N/W CORNER PERSPECTIVE

H

DJ

HOOKER|DE JONG
Architects & Engineers
316 Morris Avenue
Studio Suite 410
Muskegon, MI 49440
P 231 | 722 | 3407
F 231 | 722 | 2589

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number
ISSUANCES
10/23/2015 + SCHEMATIC DESIGN REVIEW
10/28/2015 + FOR ZONING REVIEW
12/10/2015 + REVISED FOR ZONING REVIEW
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REVISIONS
A1.1



EXISTING HEDGE ROW

EAST PROPERTY LINE
LANDSCAPE BERM

S/E CORNER PERSPECTIVE



EAST PROPERTY LINE
LANDSCAPE BERM

N/E CORNER PERSPECTIVE

H

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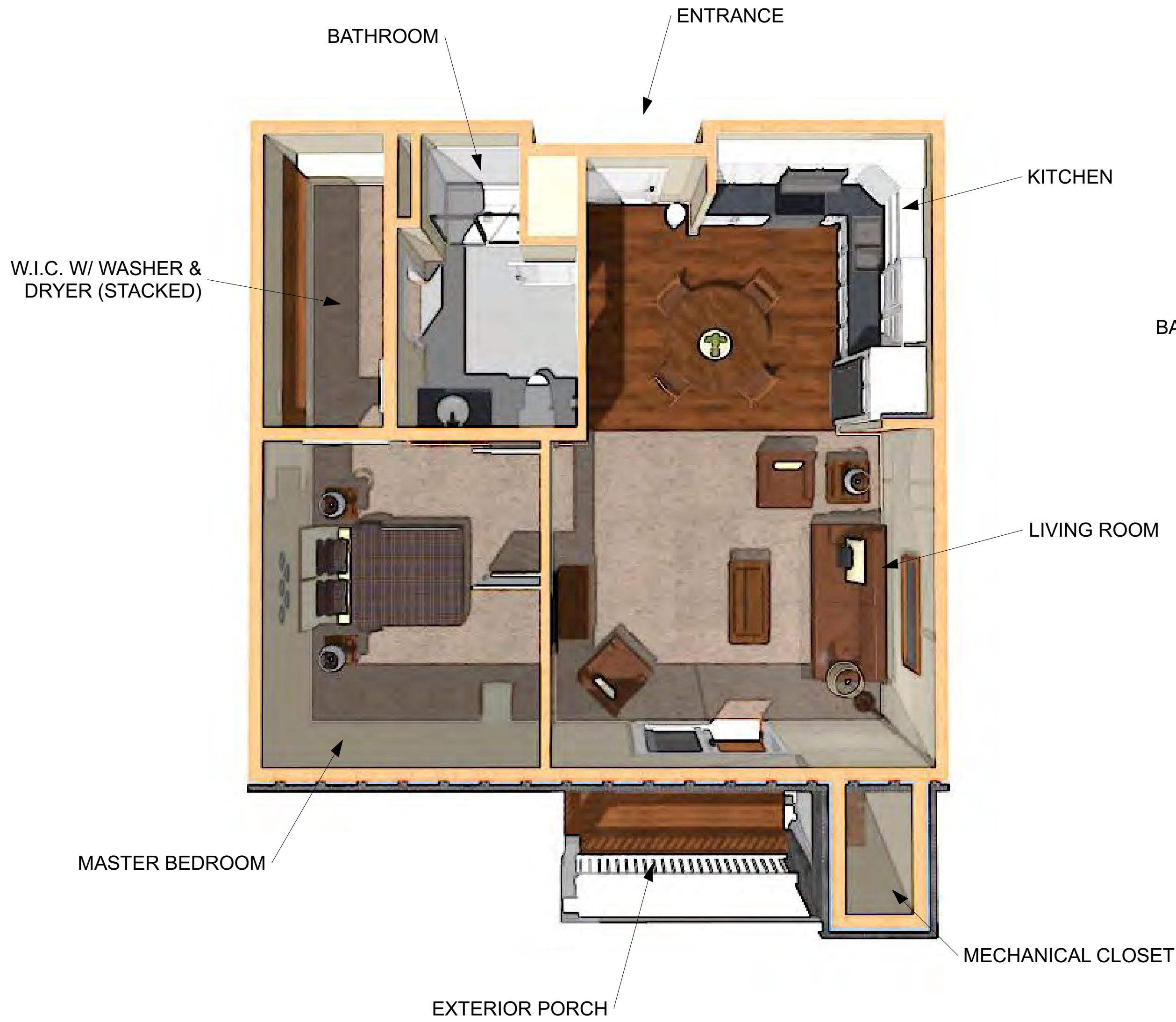
HOOKER | DE JONG
Architects & Engineers
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Muskegon, MI 49440
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ZONING REVIEW SET
YORKVILLE, ILLINOIS
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

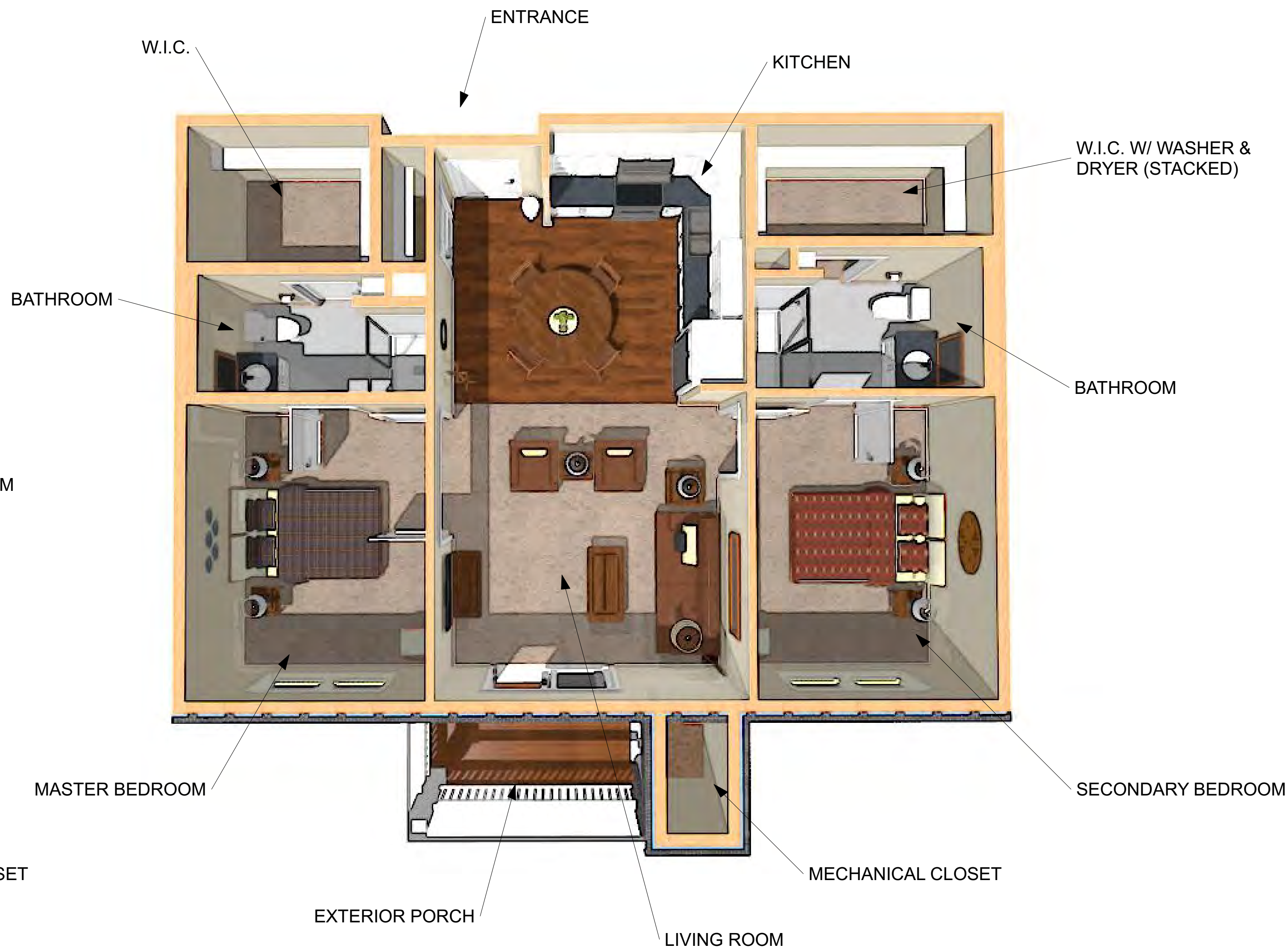
Project Number
ISSUANCES
10/23/2015 + SCHEMATIC DESIGN REVIEW
10/28/2015 + FOR ZONING REVIEW
12/10/2015 + REVISED FOR ZONING REVIEW

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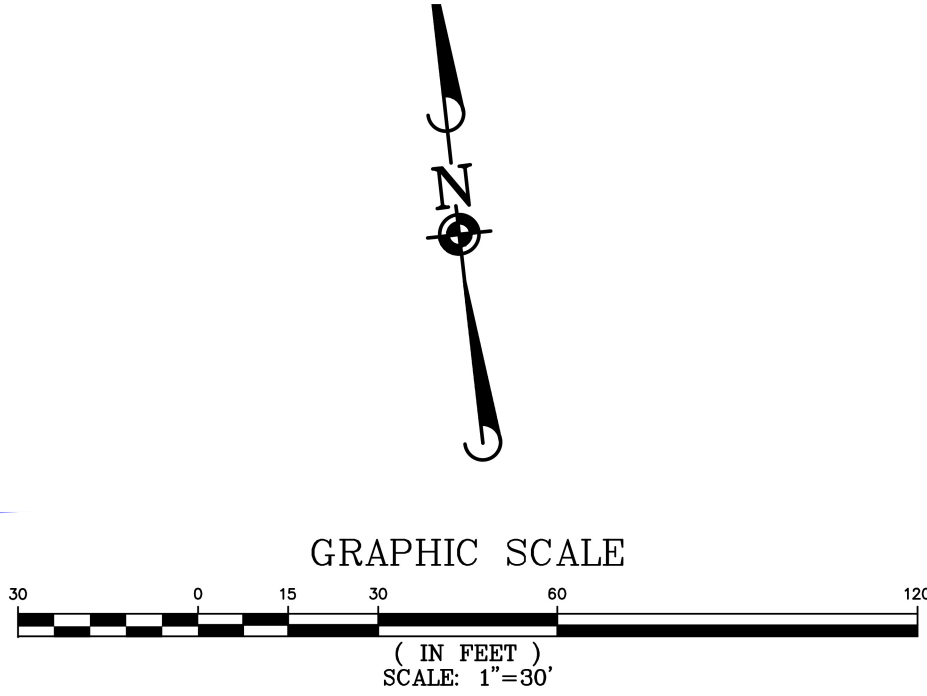
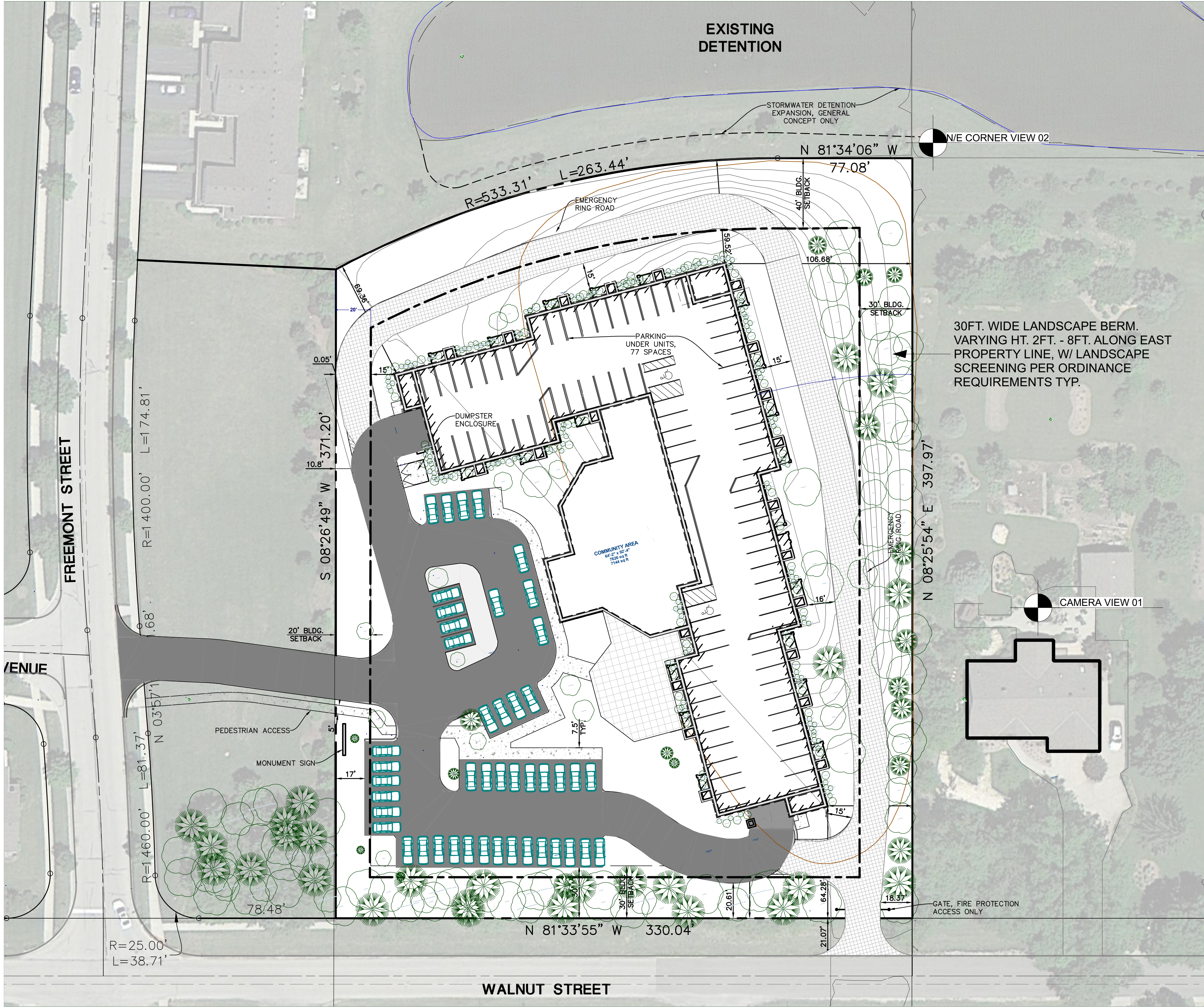
A1.2



1 BEDROOM APARTMENT
SC: 1/8"



2 BEDROOM APARTMENT
SC: 1/8"



SITE DATA TABLE		
Subject Property (Current)	PROPERTY ZONING	PROPERTY USE
Subject Property (Proposed)	R-1 Single-Family Suburban Residence	Vacant
North Property	R-4 Single-Family Suburban Residence	Senior Independent Living
East Property	R-3 Multi-Family Attached Residence	Multi-Family Residence (Townhomes)
South Property	R-1 Single-Family Suburban Residence	Single Family Residence
West Property	R-1 Single-Family Suburban Residence	Church
	R-3 Multi-Family Attached Residence	Multi-Family Residence (Townhomes)

REQUIRED MINIMUM	REQUIRED MINIMUM	PROPOSED
Front Yard (South)	30 feet	51.37 feet
Interior Side Yard (West)	12 feet or 60% of Building Height (37)	35 feet
Interior Side Yard (East)	12 feet or 60% of Building Height (37)	48.42 feet
Rear Yard (North)	40 feet	59.52 feet

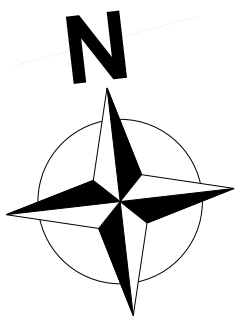
	REQUIRED	PROPOSED
Total Parking Stalls	38 (0.5 per Unit, 75 Units)	114 (77 Under Units, 37 Exterior)
ADA Accessible Stalls	5 (ADAAG 4.1.2(5)(a))	5 (2 Under Units, 3 Exterior)

	PERMITTED MAXIMUM	PROPOSED
Lot Coverage	70% (96,803 SF)	58.3% (80,650 SF)
Building Coverage		26.2% (36,240 SF)
Parking Lot		17.6% (24,268 SF)
Sidewalks		3.7% (5,165 SF)
Emergency Ring Road		10.8% (14,977 SF)
Building Height		61'-8"

*based on site area of approx. 138,290 SF

DENSITY DESCRIPTION	
North Property	Low
East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT
	EMERGENCY RING ROAD PAVEMENT
	CONCRETE SIDEWALK PAVEMENT



PROPOSED SITE PLAN

SC: 1/60"

H

DJ

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P 231 | 722 | 3407
F 231 | 722 | 2589

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number

ISSUANCES

10/23/2015 + SCHEMATIC DESIGN REVIEW

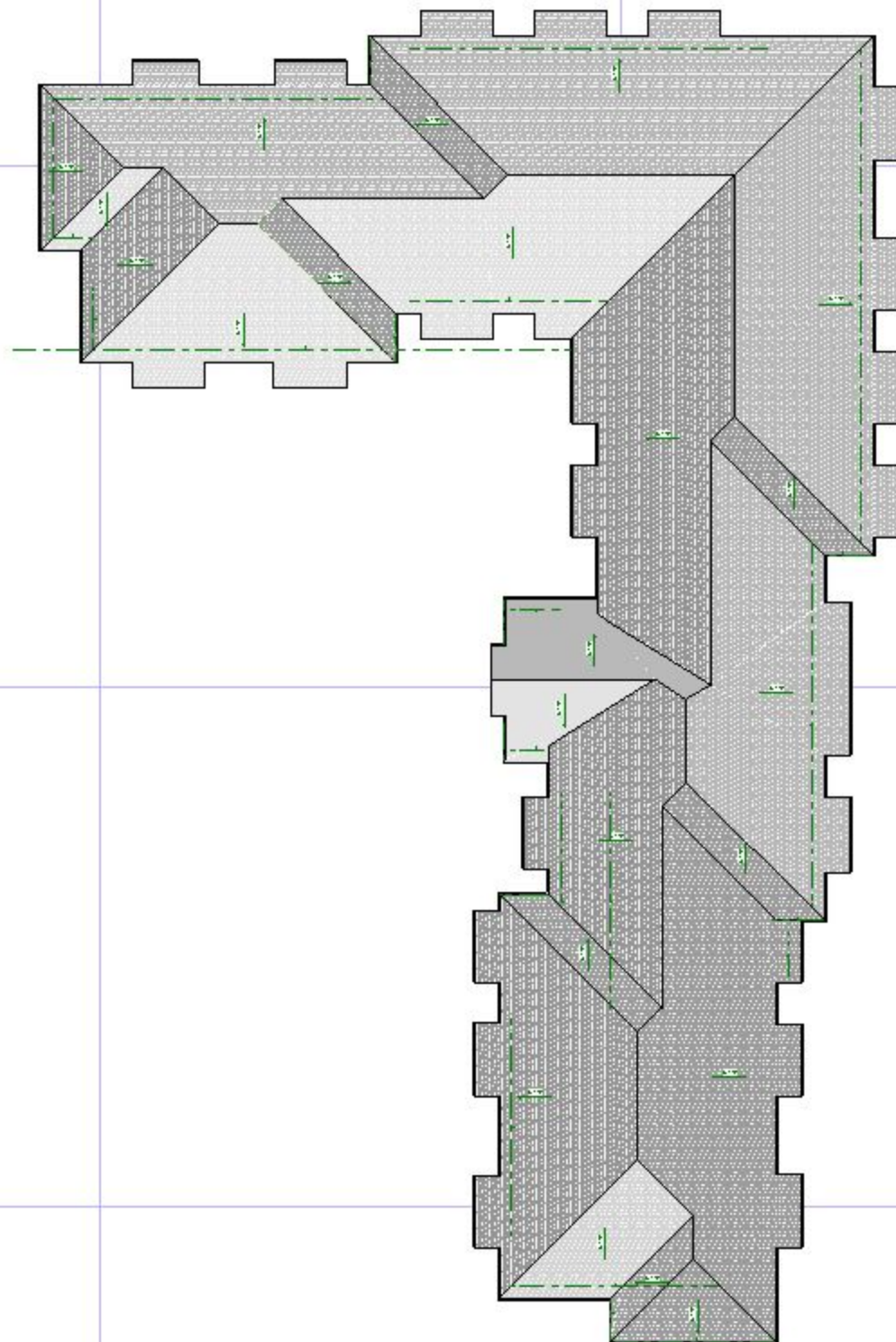
10/28/2015 + FOR ZONING REVIEW

12/10/2015 + REVISED FOR ZONING REVIEW

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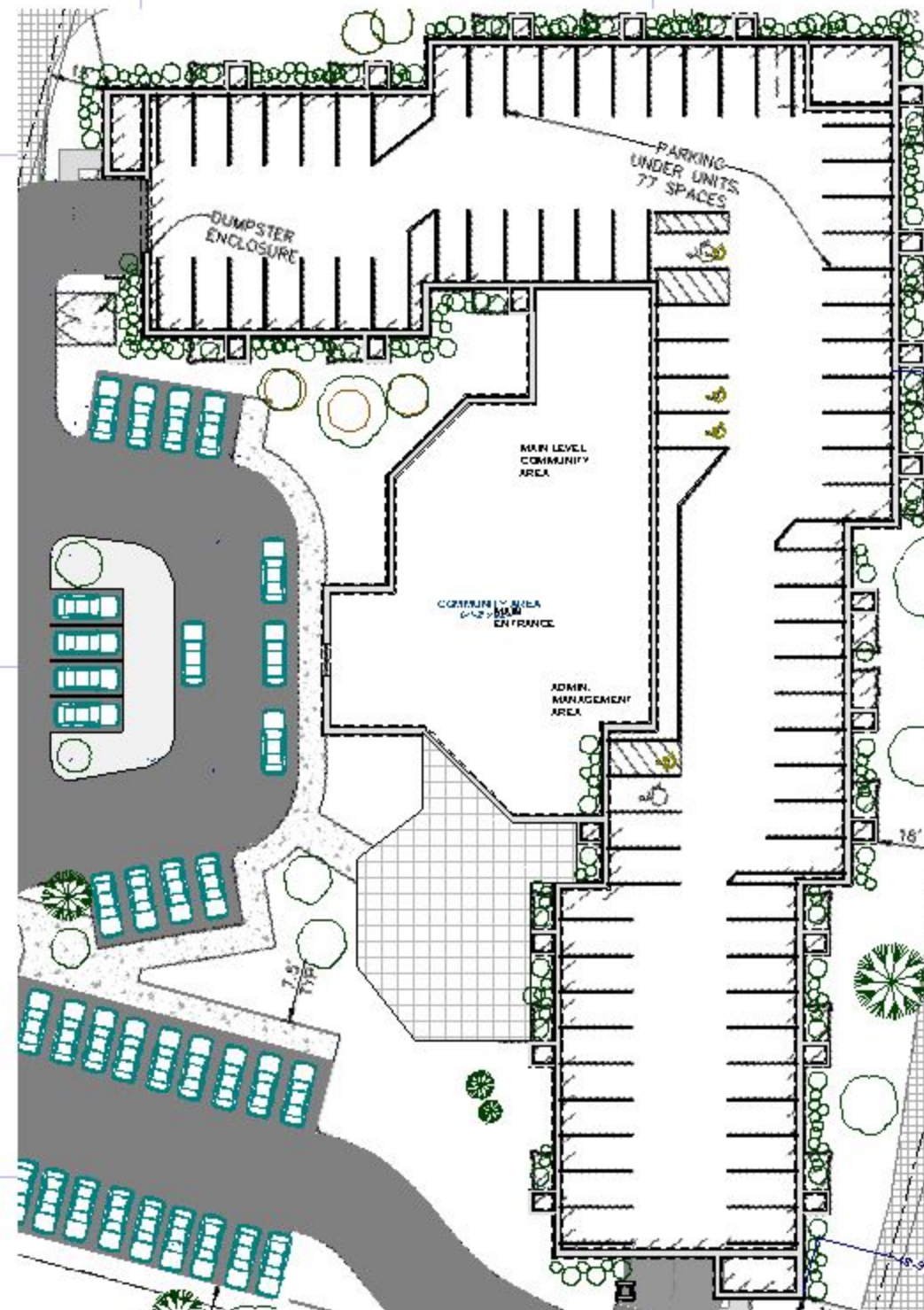
REVISIONS

A1.4



ROOF PLAN

SC: 1/16"



PARKING LEVEL FLOOR PLAN

SC: 1/16"

H

DJ

ARCHITECT: HJ & DJ
Architects & Engineers
300 North Avenue
Madison, NJ 07940
Phone: (908) 521-1111
Fax: (908) 521-1111

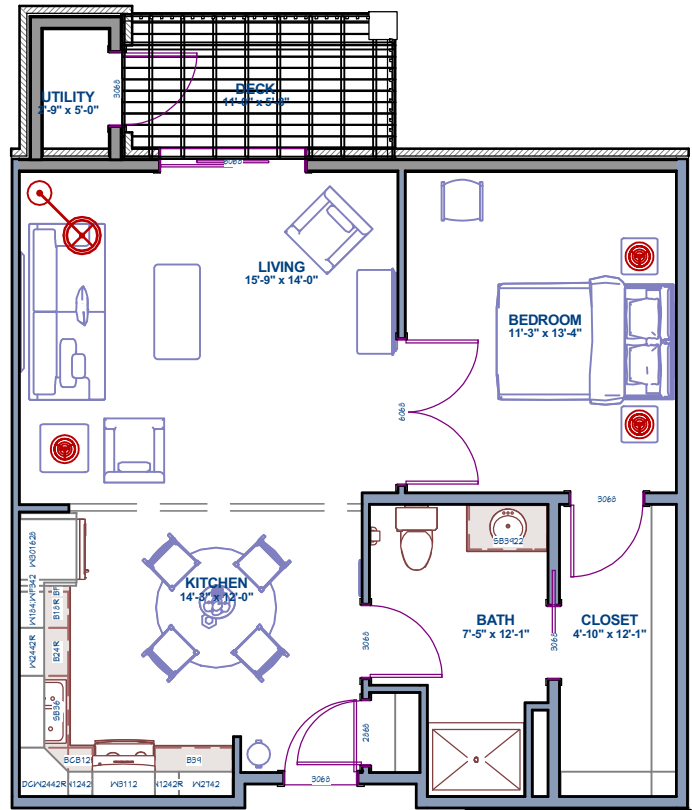
ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

DATE	DESCRIPTION
10/23/2015	4. SCHEMATIC DESIGN REVIEW
10/28/2015	4. FOR ZONING REVIEW
12/10/2015	4. REVISED FOR ZONING REVIEW

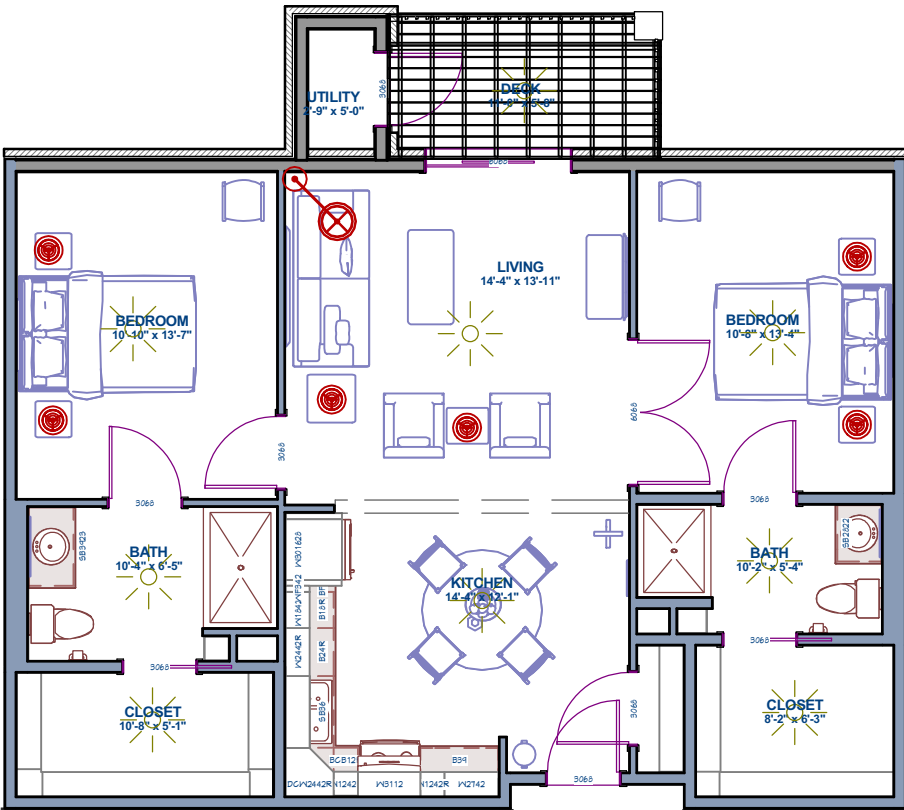
Architects & Engineers, Inc. is a registered professional corporation.

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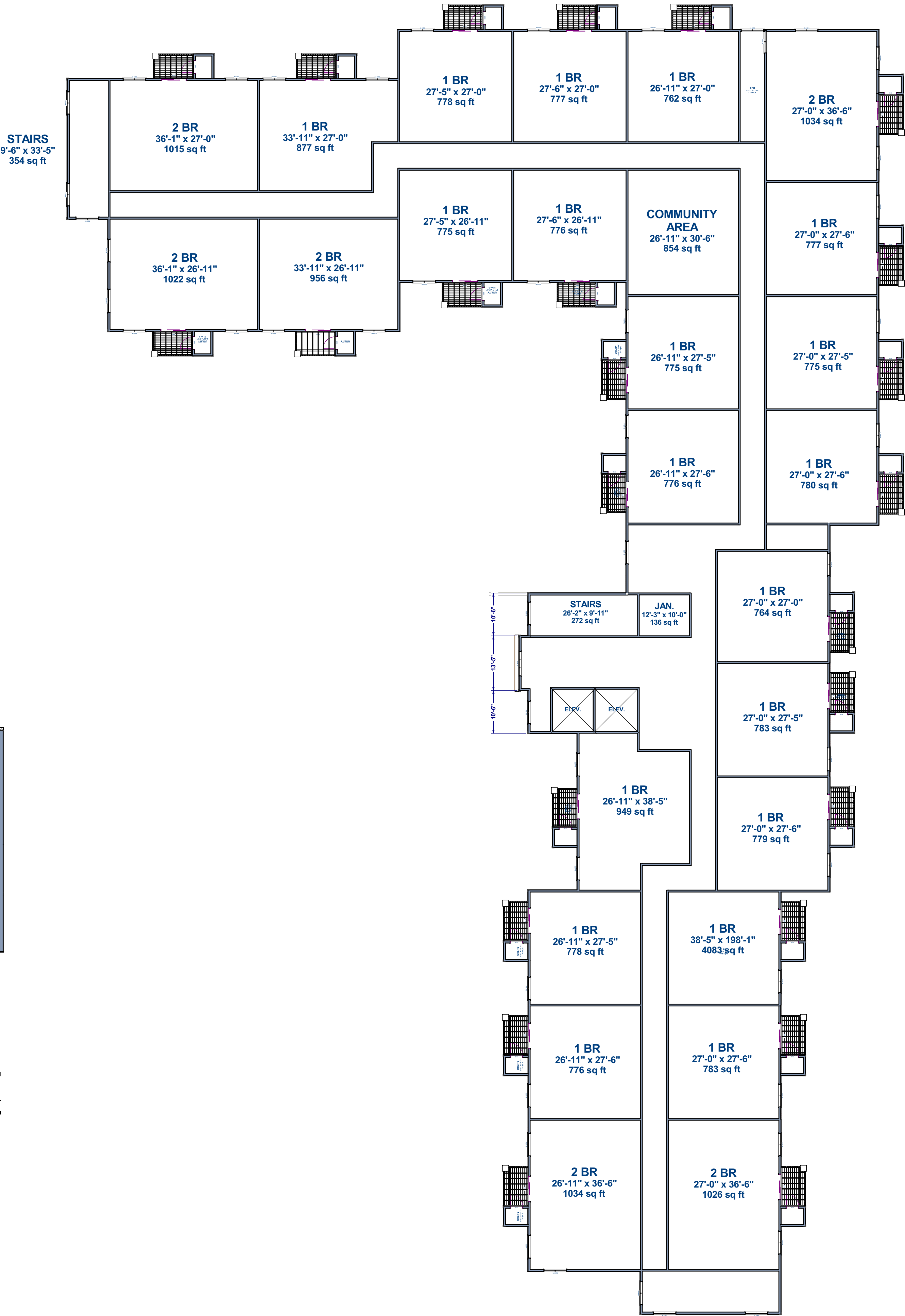
1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"



FLOOR PLAN LEVELS 2-4

SC: 1/16"

H

DJ

HOOKER | DE JONG

Architects & Engineers

316 Morris Avenue

Studio Suite 410

Muskegon, MI 49440

P 231 | 722 | 3407

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ZONING REVIEW SET

YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX

GC HOUSING DEVELOPMENT LLC

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10/23/2015 + SCHEMATIC DESIGN REVIEW
10/28/2015 + FOR ZONING REVIEW
12/10/2015 + REVISED FOR ZONING REVIEW
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REVISIONS
A1.6



WEST ELEVATION

SC: 3/32"



ROOF PEAK 61'-8"

MIDROOF HT. = 53'-4"

LOWER EAVE HT. = 45'-0"

SOUTH ELEVATION

SC: 3/32"

H

DJ

HOOKER|DE JONG
Architects & Engineers
316 Morris Avenue
Studio Suite 410
Muskegon, MI 49440
P 231 | 722 | 3407
F 231 | 722 | 2589

ZONING REVIEW SET
YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number
ISSUANCES
10/23/2015 + SCHEMATIC DESIGN REVIEW
10/28/2015 + FOR ZONING REVIEW
12/10/2015 + REVISED FOR ZONING REVIEW
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EAST ELEVATION

SC: 3/32"



NORTH ELEVATION

SC: 3/32"

H

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P 231.722.13407
F 231.722.12589

ZONING REVIEW SET
YORKVILLE, ILLINOIS
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

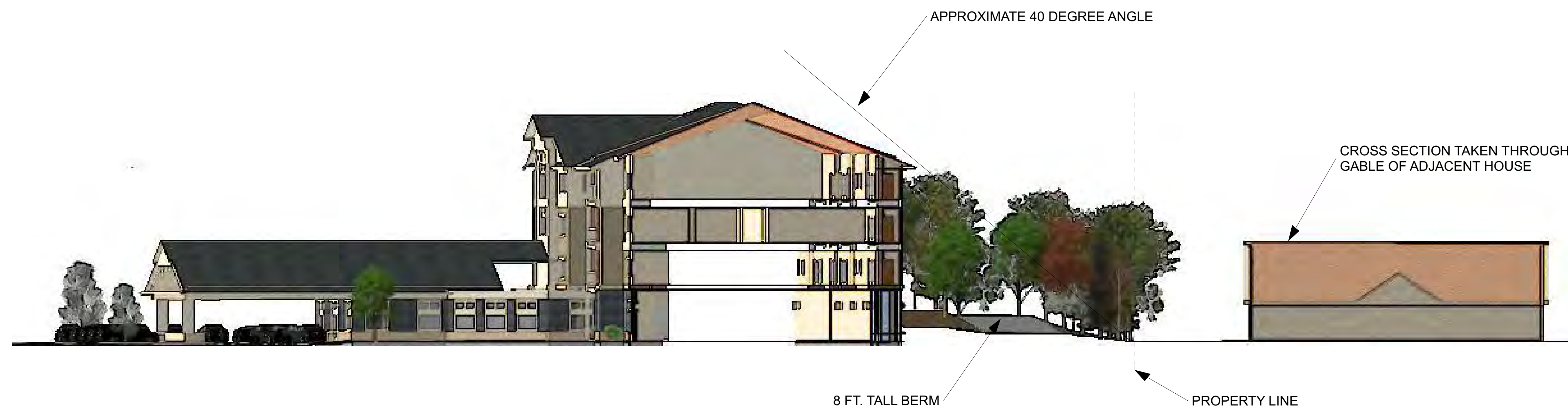
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**VIEW FROM N/E CORNER OF
ADJACENT PROPERTY**



SOLAR ANGLE CROSS SECTION STUDY

SC: 1/16"

H

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ZONING REVIEW SET
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S/W BIRD'S EYE PERSPECTIVE



S/E BIRD'S EYE PERSPECTIVE

H

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 F 231 | 722 | 2589

ZONING REVIEW SET
 YORKVILLE, ILLINOIS

YORKVILLE APARTMENT COMPLEX
 GC HOUSING DEVELOPMENT LLC

Project Number
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LANDMARK AVENUE

FREEMONT STREET

CITY SIDEWALK

SIDE WALK

SITE ACCESS

WALNUT STREET

EXISTING AREA SITE RETENTION

RING ROAD

PARKING GARAGE

PARKING AREA

DROP OFF

PARKING GARAGE

RING ROAD

APPROX. LINE OF PROPERTY BOUNDARY

EXTRA PARKING AS REQUIRED

ADJACENT RESIDENTIAL AREAS

OPTIONAL SITE ACCESS AS REQUIRED

IDENTITY SIGNAGE



SANITARY CAPACITY BREAKDOWN
GC HOUSING DEVELOPMENT
YORKVILLE, ILLINOIS
January 6, 2016

Type	Units	Bedrooms	GPD/ Bedroom	GPD	PEAK GPD	PE	GPM
Single Bedroom	57	57	58.00	3,306	14,249	33	9.43
Double Bedroom	18	36	58.00	2,088	8,999	21	6.00
TOTALS		93		5,394	23,248	54	15.43

$$K = \frac{18 + \sqrt{PE / 1000}}{4 + \sqrt{PE / 1000}} = \frac{18 + \sqrt{\frac{54}{1000}}}{4 + \sqrt{\frac{54}{1000}}} = 4.31$$

Note:

GPD/Bedroom based on Water/Sewer Bills from 07/2015 to 12/2015 at similar property

*This document prepared by and after
Recording return to:*
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606
Attn.: Terry L. Engel

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is entered into this 27th day of December, 2015, by and between Longford Lakes Condominium Association, an Illinois not-for-profit corporation ("Grantor"), and GC Housing Development, LLC, an Illinois limited liability company ("Grantee").

RECITALS:

- A. Grantor is the owner of certain real property in Longford Lakes Subdivision, Yorkville, Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").
- B. Grantee has the contractual right to purchase approximately 3.42 acres of vacant real property to the immediate south and adjacent to the Grantor's Property, located easterly on the northeast corner of Walnut and Freemont Streets, in Yorkville, Illinois, legally described on Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").
- C. In connection with the Grantee's intended development of the Grantee's Property as a rent-restricted independent senior living development (the "Project"), Grantee, under all applicable regulatory requirements, is required to meet certain storm water detention requirements in a volume sufficient to serve the storm water detention needs of the Project as completed (the "Needed Capacity").
- D. Grantor owns a detention pond ("Detention Pond") that is located on the Grantee's Property, [as generally illustrated on Exhibit "C" attached hereto and more fully described in the _____ Detention Pond Study prepared by _____ (the "Drainage Study")], and Grantor is in a position to, and, subject to the expansion of said Detention Pond by Grantee as provided herein, is willing to provide the Needed Capacity in the Detention Pond and is willing to receive the storm water runoff from the Project, in accordance with the terms of this Easement Agreement.

E. The Grantor (as a "Property Owner" and "Pond Owner") and the management, operation and maintenance of the Detention Pond are subject to that certain Stormwater Easement Management, Operation and Declaration, dated as of March 6, 2001, and recorded in the Recorder's Office of Kendall County, Illinois as Document Number 200100003858 (the "Management Agreement").

NOW, THEREFORE, for and in consideration of the premises and Ten Dollars (\$10.00) and other good and valuable consideration as set forth in that certain Option Agreement, dated as of _____, 201_ by and between the Grantor and the Grantee (the "Option Agreement"), which shall be paid by Grantee to Grantor at the time of execution of this Easement Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Perpetual Easement. Grantor does hereby grant to Grantee (a) a perpetual and non-exclusive easement in and to that portion of the Grantee's Property legally described on Exhibit "D" attached hereto and made a part hereof (the "Easement Property") for the purpose of (i) accessing and expanding the capacity of the Detention Pond to permit the Detention Pond to accept an additional volume of storm water sufficient to satisfy the Needed Capacity; and (ii) for the purpose of expanding, operating, maintaining, monitoring, inspecting, testing and repairing the Detention Pond, as needed (the "Work"); (b) a perpetual and non-exclusive easement for the purpose of discharging Project storm water in a volume of up to the Needed Capacity; and (c) constructing and maintaining the piping and other improvements necessary to allow storm water to flow from the Project and the Grantee's Property into the Detention Pond over, under and across the Easement Property (collectively, the "Detention Pond Easement").

Grantor shall use commercially-reasonable efforts to secure the Consents of the Property Owner(s) and Pond Owner(s) under the Management Agreement to this Easement Agreement within _____ (____) days following the date hereof. Grantee shall reimburse Grantor for any and all costs, fees and expenses incurred in obtaining said consent. In the event said Consents are not secured, Grantee may terminate this Easement by written notice to the Grantor.

2. Costs of Construction and Maintenance of Detention Pond.

(a) Grantee shall bear all costs, expenses and risks arising out of or in any way relating to the expansion/construction of the Detention Pond in a manner that assures that the Needed Capacity shall be available for use by Grantee in the Detention Pond. Grantee shall comply with all terms, conditions and restrictions as set forth in the Management Agreement, along with all permits, rules and regulations, and any other applicable statutes, rules, regulations whether federal, state or municipal, relating to the expansion of the Detention Pond. Upon completion of the Work, Grantee shall deliver an update to the Drainage Study stating that the capacity of the Detention Pond is sufficient to satisfy the storm water for the properties as improved.

(b) Grantor shall retain full control of the Detention Pond and the Easement Property and shall oversee and coordinate all necessary maintenance thereof, with the Grantor's

proportionate share of all costs and expenses of said operating, maintenance and repair under the Management Agreement being shared by both parties. Provided, further, Grantee shall place into escrow, an amount sufficient to cover its allocable portion of said expenses, in an amount and in accordance with the terms and conditions as set forth in the Option Agreement.

(c) Notwithstanding anything to the contrary in subparagraph (b) above, Grantee shall bear all of Grantor's proportionate share of all costs and expenses under the Management Agreement related to the landscaping of the Detention Pond and Easement Property for a period of three (3) years from the date hereof. Following said three (3) year period, the Grantor's proportionate share of all costs and expenses under the Management Agreement relating to the landscaping of the Detention Pond and Easement Property shall be allocated between the parties in proportion to their respective needed capacities. Provided, further, Grantee shall place into escrow, an amount sufficient to cover all of Grantor's proportionate share of its costs and expenses under the Management Agreement related to the landscaping of the Detention Pond and Easement Property for a period of three (3) years from the date hereof, in an amount and in accordance with the terms and conditions as set forth in the Option Agreement.

3. Non-Exclusive Provisions. Grantor reserves the right to use and enjoy the Detention Pond (and the land upon which the same is constructed and maintained) and the Easement Property for any purposes as long as such use and enjoyment does not unreasonably interfere with the rights herein granted to Grantee and as long as the Needed Capacity in favor of Grantee is maintained and made available in the Detention Pond at all times. Subject to the limitations set forth in the preceding sentence, Grantor specifically reserves the right to use, and to convey or transfer to others the right to use, other or additional detention or water storage capacity in the Detention Pond, and the right to expand, enlarge or otherwise modify the Detention Pond (upon which, the Grantor's proportionate share of all costs and expenses under the Management Agreement for the operation, maintenance and repair of the Detention Pond, the Easement Property and related landscaping will be allocated among Grantor, Grantee and such other party benefiting from the Detention Pond and/or the Easement Property). Grantor shall provide Grantee with a drainage study prepared by an engineer selected by Grantor reflecting any proposed modification of the Detention Pond no later than thirty (30) days prior to the start of construction of any such modification to insure that Grantee's rights granted hereunder are preserved.

4. Release for Flooding or Water Quality Issues of Property. Upon the delivery of the updated Drainage Study, Grantor, its successors and assigns, hereby release and hold Grantee harmless from any and all liability or damage caused by the storm water flow or water quality across the Easement Property, which may arise in any manner whatsoever.

5. Effect of Invalidation. If any term or condition of this Easement Agreement is held to be invalid or unenforceable by any court or body with appropriate jurisdiction, the invalidity or unenforceability of such term or condition shall not affect the validity of the remaining terms and conditions of this Easement Agreement.

6. Compliance with Management Agreement. During the term of this Easement Agreement, the parties hereto agree to be bound by, and comply with all terms, conditions,

obligations and restrictions relating to the Detention Pond, as set forth in the Management Agreement.

7. Successors and Assigns. The rights, interests and obligations of Grantee or Grantor under this Easement Agreement may be sold, assigned or transferred by Grantee or Grantor without any approval or consent of the other party to this Easement Agreement. This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall run with the land affect hereby. This Detention Easement is a covenant running with the land binding on all future owners of the Grantor's Property.

8. Notices. Any notice or other communication by one party to the other hereunder shall be in writing and shall be given and be deemed to have been given, on the date of delivery if delivered by hand delivery, on the day after it is deposited with a nationally recognized overnight delivery services (overnight delivery requested), on the day of mailing if sent by registered or certified mail, or on the date of transmittal if sent by facsimile or email (receipt confirmation received or if no receipt confirmation is received, the date another copy is sent by another method permitted by this section), addressed as follows:

If to Grantor:

Longford Lakes Condominium Association
c/o Daniel J. Kramer
1107 A South Bridge Street
Yorkville, Illinois 60560

If to the Grantee:

GC Housing Development LLC
343 Wainwright Drive
Northbrook, Illinois 60062
Attn.: Jeffrey Crane
Phone: (847) 291-3400
Fax: (847) 291-1691

9. Default. In the event there is a breach by Grantor with respect to any of the provisions of this Easement Agreement or its obligations under it, including preservation of Grantee's rights to its Needed Capacity and maintenance of the Detention Pond, Grantee shall give Grantor written notice of such breach. After receipt of such written notice, Grantor shall have forty-eight (48) hours in which to cure any such breach, if such breach constitutes an emergency, or ten (10) days if such breach does not constitute an emergency. Should Grantor fail to cure such breach, upon expiration of the cure period afforded above, in addition to any remedy which may be available to Grantee at law or in equity, including the right to seek reasonable attorneys' fees and court costs, Grantee shall have the right to enter upon the Grantor's Property and make such modifications to the Detention Pond to provide the Needed Capacity or otherwise take any and all such necessary actions necessary to cure such breach, and seek reimbursement from Grantor for any and all expenses reasonably related to curing the breach. In the event of Grantee's default under this Easement Agreement, Grantor shall give Grantee written notice of such

breach. After receipt of such written notice, Grantee shall have forty-eight (48) hours in which to cure any such breach, if such breach constitutes an emergency, or ten (10) days if such breach does not constitute an emergency. Should Grantee fail to cure such breach, upon expiration of the cure period afforded above, Grantor will be entitled to seek any remedy which may be available to Grantor at law or in equity, including the right to seek reasonable attorneys' fees and court costs.

10. Effective Date. Notwithstanding anything contained herein to the contrary, this Easement Agreement and the rights and obligations of each party hereunder, shall be effective upon the acquisition of the Grantee's Property by the Grantee. In the event that the Grantee's Property is not acquired by the Grantee on or before December 31, 2016, then this Easement Agreement shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect and neither party shall have any further rights or obligations hereunder or with respect to the Detention Pond Easement. In the event that this Easement Agreement shall expire or terminate and Grantee shall not have acquired the Grantee's Property, Grantee shall execute, acknowledge and deliver to Grantor a recordable quitclaim deed or any other instrument reasonably requested by Grantor for the release of this Easement Agreement and otherwise indicating the termination of Grantee's rights hereunder and with respect to the Detention Pond Easement. Further, notwithstanding anything contained herein or therein to the contrary, this Easement Agreement shall not become effective unless and until (i) the other "Property Owners" and "Pond Owners" (as such term is defined in the Management Agreement) consent to this Easement Agreement; and (ii) if necessary, Grantor, Grantee and the other Property Owners and Pond Owners enter into an amendment to the Management Agreement evidencing Grantee's rights and obligations with respect to the Detention Pond as set forth in this Easement Agreement (or, alternatively, Grantee enters into a "Joinder" to become a party to the Management Agreement on terms acceptable to Grantee).

11. Choice of Law, Jurisdiction and Venue. This Easement Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of the State of Illinois located in Cook County, Illinois or federal court of the United States of America sitting in the Northern District of Illinois and any appellate court from any of such courts, in any actions arising out of or relating to this Easement Agreement and any transactions contemplated hereby for recognition or enforcement of any judgment relating thereto.

12. No Waiver. The failure of either Grantor or Grantee to insist upon the performance of any of the terms and conditions of this Easement Agreement, or the waiver of any breach of any of the terms and conditions of this Easement Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Entire Agreement. This Easement Agreement constitutes the sole and entire agreement and understanding between and amongst the parties, there being no other promises, contracts, representations, warranties or other statements between or amongst them not expressly set forth in this Easement Agreement and any and all promises, contracts, representations, warranties and

other statements, written or oral, made between or amongst the parties hereto prior to the execution hereof are hereby canceled and superseded and shall be of no further force or effect.

14. Modification of Agreement. No change or modification of this Easement Agreement shall be valid unless the same is in writing and signed by both parties hereto.

15. Authorization to Sign. The parties hereto each represent and warrant that all necessary signatures and consents to enter into this Easement Agreement and to assume and perform the obligations hereunder have been duly and properly obtained.

16. Counterpart Signatures. This Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the day and year first above stated.


GRANTOR:

Longford Lakes Condominium
Association, an Illinois not-for-profit
corporation

By:

Name:

Its:


Darin Peterson
President

GRANTEE:

GC Housing Development, LLC, an Illinois limited
liability company

By:

Name:

Its:

STATE OF ILLINOIS)
)
COUNTY OF Kendall)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Danish Petersen, the President of Longford Lakes Condominium Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 23rd day of December, 2015.



[Signature]
Notary Public

Commission expires: 10/27/15

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, the _____ of GC Housing Development, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the _____ day of _____, 201 .

Notary Public

Commission expires: _____

Exhibit “A”
Grantor’s Property

[to be attached]

**Exhibit “B”
Grantee’s Property**

[to be attached]

**Exhibit “C”
Detention Pond**

[to be attached]

**Exhibit “D”
Easement Property**

[to be attached]

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

AFFIDAVIT OF TITLE

JUDE REAL ESTATE, LLC, an Illinois Limited Liability Company, being first duly sworn on oath states that it is the true and lawful owner as shown by the Land Records of Kane County, Illinois, of the premises commonly known as 1250 S. Broadway, Montgomery, Illinois 60538, and legally described as follows:

THAT PART OF LOT 24 OF H.H. EVANS' SUBDIVISION OF LOT G OF W.T. ELLIOTT'S FARM IN THE NORTH ½ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 24, 60 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 24, 44 FEET; THENCE WESTERLY 232 FEET ALONG A LINE MAKING AN ANGLE OF 88 DEGREES 57 MINUTES WITH THE LAST DESCRIBED LINE, MEASURED FROM SOUTH TO WEST, TO A POINT HEREINAFTER DESIGNATED AS POINT "A"; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED 169.5 FEET TO THE EASTERLY LINE OF THE AURORA AND MONTGOMERY ROAD FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE 169.5 FEET TO THE POINT DESIGNATED AS POINT "A", AFORESAID; THENCE SOUTHERLY 167 FEET ALONG A LINE MAKING AN ANGLE OF 79 DEGREES 10 MINUTES WITH THE LAST DESCRIBED LINE, MEASURED FROM WEST TO SOUTH, TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE, 230.85 FEET TO THE EASTERLY LINE OF THE AURORA AND MONTGOMERY ROAD, AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE CORPORATION OF MONTGOMERY VILLAGE, FOR USES AND PURPOSES OF A STREET OR ROAD, BY DEED DATED APRIL 11, 1898 AND RECORDED AUGUST 16, 1898 IN BOOK 383, PAGE 113 AS DOCUMENT 35716) IN THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS.

That at no time within the past two years has any work been done or labor or materials been furnished in connection with or to the said premises, or for the improvement of the same, except such material, work, labor and services as have been fully and completely paid for, except as follows:

NONE.

and that there is no indebtedness to any one for any material, work, labor or services done to or upon or in connection with said premises, except as above stated, and that no claim exists on this day against said premises for any material, work, labor or services out of which a mechanic's lien could ripen against said premises by the filing of a lien in the proper office therefor.

That there is no agreement or contract for the conveyance of said premises or for the leasing of the same, or any writing whatsoever affecting the title to said premises, which are not of record as of this day, except as follows:

NONE.

That the undersigned are in full and complete possession of said premises except that N/A is in possession of said premises as a tenant or under contract for deed for the conveyance of same under the following terms:

NONE.

This Affidavit is made for the purposes of inducing FNBC BANK AND TRUST formerly known as STATE BAN OF ILLINOIS, as Trustee under Trust No. 101428 to purchase the subject real estate and to assure that there are no liens upon said premises except as above stated.

JUDE REAL ESTATE, LLC,
An Illinois Limited Liability Company

By: _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

OWNER AUTHORIZATION

To: City of Yorkville, Illinois

Re: Application for any Zoning Entitlements required, including, but not limited to, map amendment (rezoning), variance and subdivision for a Senior Housing Development ("**Project**"); Walnut Street approximately 115 feet east of Freemont St., Yorkville, Illinois, PIN Nos. 02-28-326-006 and 02-28-326-002 ("**Property**")

The undersigned, Longford Lakes Condominium Homeowner's Association, an Illinois not-for-profit corporation ("**Owner**"), hereby authorizes GC Housing Development, LLC ("**Applicant**"), and Rathje & Woodward, LLC, as attorneys, to execute all necessary petitions and other documents and to attend and give testimony at all public hearings and meetings on behalf of Owner and Applicant before the Corporate Authorities of the City of Yorkville, Illinois ("**City**"), and such of its appointed boards and committees as may be necessary and appropriate, with respect to the above referenced Project pertaining to the above referenced Property owned by R. Daniel Conlon, Bishop of the Roman Catholic Diocese of Joliet, as successor trustee dated December 31, 1949 and known as the Roman Catholic Diocese of Joliet Trust. Owner owns the property adjacent to the Project known as lots 11, 12 and 13 in Longford Lakes Subdivision, City of Yorkville, being a subdivision of Section 28, Township 37 north, range 7 east of the Third Principal Meridian, according to the Plat thereof recorded April 16, 2003 as document #200300012398 in Kendall County, Illinois ("**Townhome Property**"). Applicant has leased the Townhome Property and proposes to locate an entrance road and sidewalks on the Townhome Property to access the Project.

This authorization shall remain in force and effect unless and until expressly terminated by written notice given by Owner to the City of Yorkville.

Dated this 23rd day of December, 2015.

**Longford Lakes Condominium Homeowner's
Association, an Illinois not-for-profit corporation,**

By: [Signature]
Print Name: Darin Peterson
Title: President

Signed and sworn to before me
this 23rd day of December, 2015.

[Signature]
Notary Public



MEMORANDUM TO: Jeff Crane
GC Housing Development LLC

FROM: William R. Woodward
Senior Consultant

Luay R. Aboona, PE
Principal

DATE: January 5, 2016

SUBJECT: Site Access and Parking Summary Evaluation
Anthony Place Apartment Development
Yorkville, Illinois

Introduction

This memorandum summarizes the results of a summary site access and parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Anthony Place senior living apartment development to be located in the northeast quadrant of Freemont Street and Walnut Street in Yorkville, Illinois. The site is bounded by multi-family residential/Landmark Drive to the north, Walnut Street to the south, multi-family residential/Freemont Street to the west, and residential to the east. The site is currently undeveloped.

Development Plan

The plans call to develop the site to include a 75-unit, age-restricted senior living apartment development with 115 off-street parking spaces. The parking garage on the first level will provide 75 parking spaces (one parking space per unit), and the remaining 40 parking spaces will be on a surface parking lot on the west side of the development.

Development Access

Two access driveways are proposed for this development and are described as follows.

Full Access and Freemont Street. This full access will intersect Freemont Street in alignment with Dalton Avenue becoming the fourth/east leg to this existing T-intersection. The access driveway will be the main access serving the development and will provide one lane inbound and one lane outbound. The outbound lane will be under stop sign control. Freemont Street will remain under freeflow traffic conditions. High-visibility crosswalks are recommended across Dalton Avenue and across the access driveway to connect the existing sidewalks in the area and enhance pedestrian mobility within the neighborhood. No roadway improvements are proposed or needed on Freemont Street or Dalton Avenue to accommodate the proposed access driveway.

Emergency Access and Walnut Street. This access driveway will intersect Walnut Street from the north, at the east end of the site. The access will be gated and will be for emergency access only.

Estimated Development Traffic Generation

The estimates of traffic to be generated by the development are based upon the proposed land use type and size. The volume of traffic generated was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition.

Table 1 tabulates the total trips anticipated from this proposed development for the weekday morning and weekday evening peak hours, in addition to the weekday daily traffic.

Table 1
ESTIMATED PEAK HOUR TRAFFIC VOLUMES

Land-Use	Weekday A.M. Peak Hour		Weekday P.M. Peak Hour		Weekday Daily (24-Hour)	
	In	Out	In	Out	In	Out
Age-Restricted Senior Attached Housing – 75 Units (LUC 252)	5	10	11	9	123	123

Site Access Evaluation

The proposed access driveway allowing full movements on Freemont Street will ensure that adequate access is provided to serve the proposed development. As shown in Table 1, this development will generate a low volume of traffic during the weekday peak hours and will have a low impact on the surrounding roadway network. Given the low volumes of traffic to be generated by the development, the existing two-lane residential roadways along Freemont Street and Dalton Avenue will be sufficient to accommodate the proposed access driveway and the projected traffic volumes. No roadway improvements on Freemont Street or Dalton Avenue are proposed or recommended in conjunction with the proposed development.

Parking

The development proposes a total of 115 off-street parking spaces. These proposed 115 parking spaces are more than adequate to accommodate peak parking demand based on the following.

- According to Section 10-16-3 of the Yorkville Zoning Code, 0.5 spaces per dwelling unit are needed for an age-restricted residential development such as the proposed development, thereby requiring a total of 38 parking spaces.

- Based on published data by ITE (“Parking Generation”, 4th Edition), the average parking demand for age-restricted developments is 0.59 spaces per dwelling unit, or 43 parking spaces.

Given these two parking sources, the proposed 115 off-street parking spaces are more than adequate to accommodate the peak parking demand.

Conclusion

Based on the proposed development plan and the preceding evaluation, the following preliminary conclusions and recommendations are made.

- The proposed age-restricted apartment development will have a low traffic impact on the surrounding roadway network given the low volume of traffic it is projected to generate.
- No roadway improvements are recommended or needed on Freemont Street or Walnut Street in conjunction with the proposed development.
- The main access driveway on Freemont Street in alignment with Dalton Avenue will provide one lane inbound and one lane outbound under stop sign control. This access will be adequate to accommodate the proposed low volume of turning movement traffic during peak hours.
- The proposed access driveway on Walnut Street will be gated and restricted to emergency access only.
- High-visibility crosswalks are recommended across Dalton Avenue and across the proposed access driveway to connect the existing sidewalk system and further enhance pedestrian mobility within the residential neighborhood.
- The proposed 115 off-street parking spaces are more than adequate to satisfy the Yorkville Zoning Code. Further, ITE parking information also shows that the 115 parking spaces are adequate to satisfy peak parking demands.

Chris Heinen

From: Brad Sanderson [bsanderson@eeiweb.com]
Sent: Wednesday, January 06, 2016 7:33 AM
To: Chris Heinen
Subject: RE: Site Access and Parking Memo - Yorkville

Follow Up Flag: Follow up
Flag Status: Flagged

Chris,

We have reviewed. The analysis seems reasonable.

No additional comments from us.

Brad

From: Chris Heinen [mailto:cheinen@yorkville.il.us]
Sent: Tuesday, January 05, 2016 12:59 PM
To: Brad Sanderson
Subject: FW: Site Access and Parking Memo - Yorkville

Please review the attached Parking Study.

Chris Heinen
Planner
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Direct: (630) 553-8574
Fax: (630) 553-3436
www.yorkville.il.us

From: Dawn Camp [<mailto:dcamp@craneconstruction.com>]
Sent: Tuesday, January 05, 2016 12:57 PM
To: Chris Heinen; Krysti Barksdale-Noble
Cc: Jeffrey D. Crane; Andrew Block
Subject: Site Access and Parking Memo - Yorkville

Chris/Krysti:

Attached is the Site Access and Parking Memorandum for the Anthony Place Yorkville development.

Please let me know if you need anything further.

Thanks-

Dawn Camp



343 Wainwright Drive
Northbrook, IL 60062
www.cranconstruction.com
847.564.7376 office
847.421.1525 cell
847.291.1691 fax

This message may contain confidential information and is intended only for the original recipient. The views or opinions presented in this message are solely those of the sender and do not necessarily represent those of the company, unless specifically stated. If you are not the intended recipient you should not disseminate, distribute or copy this message. If verification is required please request a hard-copy version. Engineering Enterprises, Incorporated 52 Wheeler Road, Sugar Grove, IL., 60554 Warning: This message was scanned for viruses, vandals and malicious content. However, we cannot guarantee that the integrity of this e-mail has been maintained in transmission and do not accept responsibility for the consequences of any virus contamination.

December 16, 2015

Mr. Jeff Crane
GC Housing Development LLC
343 Wainwright Drive
Northbrook, Illinois 60062

RE: Yorkville Consulting Services

Dear Mr. Crane:

Development Strategies is pleased to present the following report to provide your development team with consulting services relating to the rezoning of the proposed site of a senior housing facility at Freemont and Walnut streets in Yorkville, Illinois. These services have been requested to address the concern of immediate neighbors that the proposed use may have a negative impact on their home values.

We have compiled assessment data from single-family homes adjacent three similar senior living facilities in to provide insight into their impact on nearby property values. In each instance, there was no significant difference in the assessed values of homes bordering a senior facility and those of similar size, age, and construction that are not adjacent the facility. We have also compared the sales of a limited number of homes that are adjacent senior housing to those that are not adjacent. While an insufficient number of recent sales were available to draw a significant conclusion, the small number of cases available show no measurable difference based on proximity to senior housing.

The proposed development will be of high quality and, similar to other properties completed by the development team, incorporate exterior materials and features that maintain the residential feel of the neighborhood. Following our analysis, we have concluded that the development will have no negative impact on the assessed values of adjacent properties. The attached report explores our methodology at greater length and includes relevant parcel data provided by the Kendall County Assessment Office.

Development Strategies appreciates the opportunity to assist you with this report. Should you or your associates have any questions, please call. We will be glad to hear from you.

Yours very truly,



Brad Beggs, MA

INTRODUCTION

The purpose of this report is to provide consulting services related to the rezoning of the 3.2-acre site at the northeast corner of Fremont and Walnut streets in Yorkville from single-family to multi-family use to permit the development of a new senior housing facility. These services have been requested to address the concerns of immediate neighbors that the proposed use may have a negative impact on their home values. As part of this report, we have assessed the residential qualities of the proposed development and investigated the sales prices and assessed values of properties adjacent to similar senior housing properties in Kendall County.



APPROPRIATENESS OF PROPOSED USE

The subject site is located in a largely residential area of north Yorkville and is bordered by single-family homes to the east and attached townhomes to the west and northeast. Walnut Street borders the site to the south followed by a large church, and a retention pond north of the site separates it from Landmark Avenue and a grocery store. The site lacks visibility from nearby thoroughfares, but maintains very good access to Bridge Street (0.2 mile west) and Landmark Avenue (0.1 mile north). Walnut and Fremont streets are unmarked residential drives and uses adjacent the site are not compatible with commercial or retail development. However, single- or multiple-family housing are appropriate given the site's location and size.

The site is currently zoned for single-family use. Homes to the immediate east were built between the late 1980s and early 1990s, while a newer single-family homes are concentrated east of McHugh Road (0.2 mile). There has been little to no residential construction over the past decade, and home values in the area fell considerably during the recession. Data from the Kendall County assessor highlights a decrease of 20 to 25 percent in the sales prices of homes located within two blocks of the subject between 2004 and 2014, and a number have gone into foreclosure. Taking this into consideration, demand is currently diminished for new single-family construction.

The developer has proposed the construction of a four-story affordable senior apartment property that would require a change of the site's single-family zoning to permit multi-family use. While the project would be considerably denser than existing residential development in the area, its scale and setback would remain consistent with surrounding uses. Other senior properties completed by the development team have incorporated exterior materials that are similar to surrounding homes, as well as additional architectural features such as brick veneer and Juliet balconies on some units. Incorporating a number of interior parking spaces minimizes the visual impact of a

surface parking lot and maintains the residential feel of the neighborhood, while a landscape berm along the eastern edge of the site will provide a barrier between the development and nearby homes.

Diversifying the local housing stock can have significant community benefits as well. As seniors age and maintenance of the larger single-family homes common to the area becomes increasingly burdensome, demand will continue to increase for a more manageable housing option. Senior apartments provide a transitional step between single-family homes and supportive residential communities such as assisted living or memory care. Further, senior housing can be a key component of a larger strategy to incorporate a greater number of multi-family units into the local housing stock to help smooth the effects of significant shifts in the single-family market.

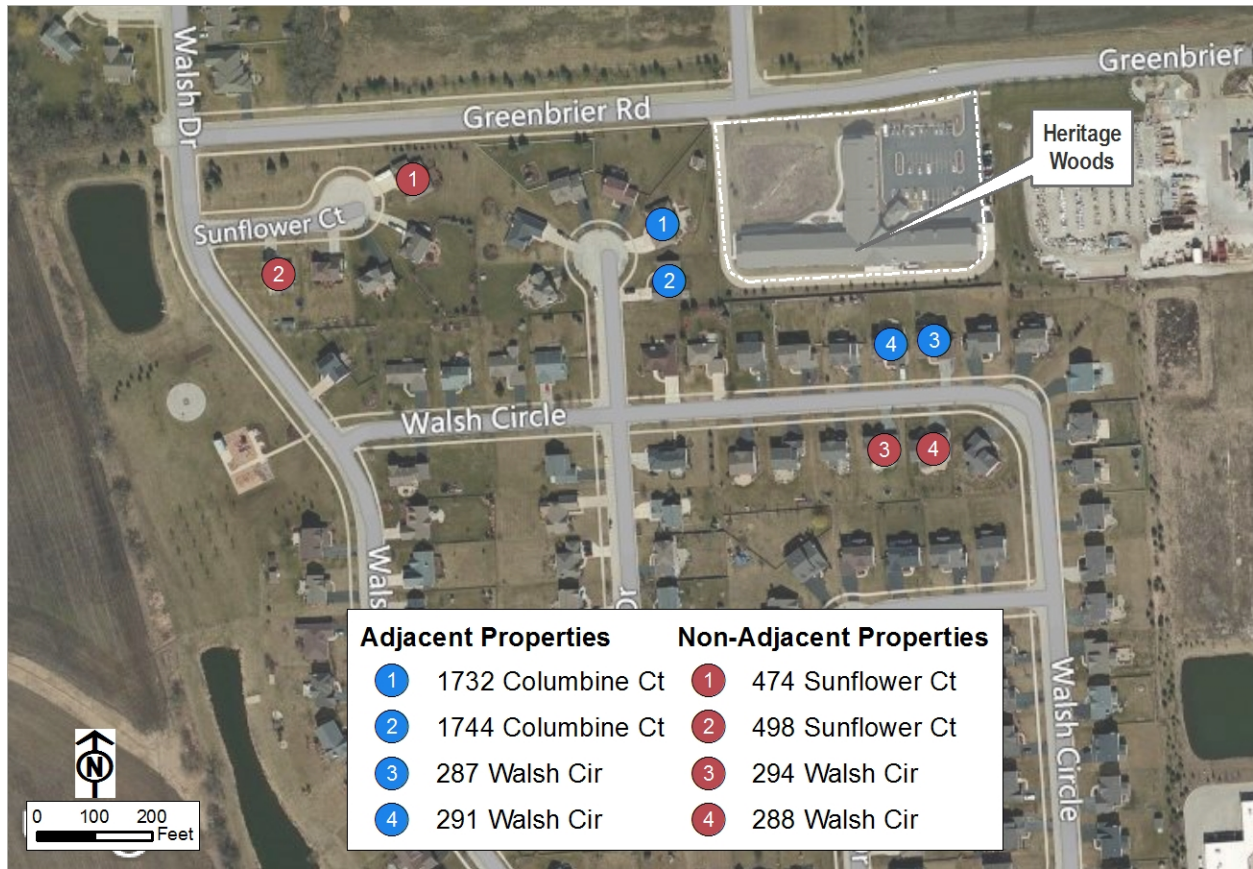
IMPACT ON NEIGHBORING PROPERTY VALUES

Affordable housing communities can be divisive at the neighborhood level and raise concerns regarding the potential for decreased property values for nearby parcels in largely single-family areas. However, research can provide some quantitative insight into the value impact, or lack thereof, of similar projects throughout Kendall County. While no senior apartment properties identical to the subject proposal exist, we have selected three high-quality senior living options that are most similar to the subject in terms of construction and size.

Heritage Woods of Yorkville is an assisted living facility located approximately two miles south of the subject site along Greenbriar Road. The facility is located on an approximately 3.8-acre parcel that includes a large surface parking lot along its northeast edge. The building contains two to three stories and is bordered to the west and south by a large residential subdivision that contains three-bedroom and four-bedroom single-family homes ranging in size from about 1,500 to 3,000 square feet. Homes in the neighborhood were generally developed between 2000 and 2006 and are similar in design and construction, with a combination of vinyl siding and brick veneer exteriors and attached two-car garages.

We have first compared the 2015 assessments of eight properties in the neighborhood. Four properties are located along the northern edge of the subdivision and include backyards facing the fire lane that surrounds Heritage Woods, while the four remaining properties are also located within the northern portion of the subdivision, but do not border the assisted living facility. In order to isolate any location factor present within the assessment, we have selected properties that are as similar as possible with regard to size, age, and number of bedrooms.

These assessments are summarized in the map and table below.



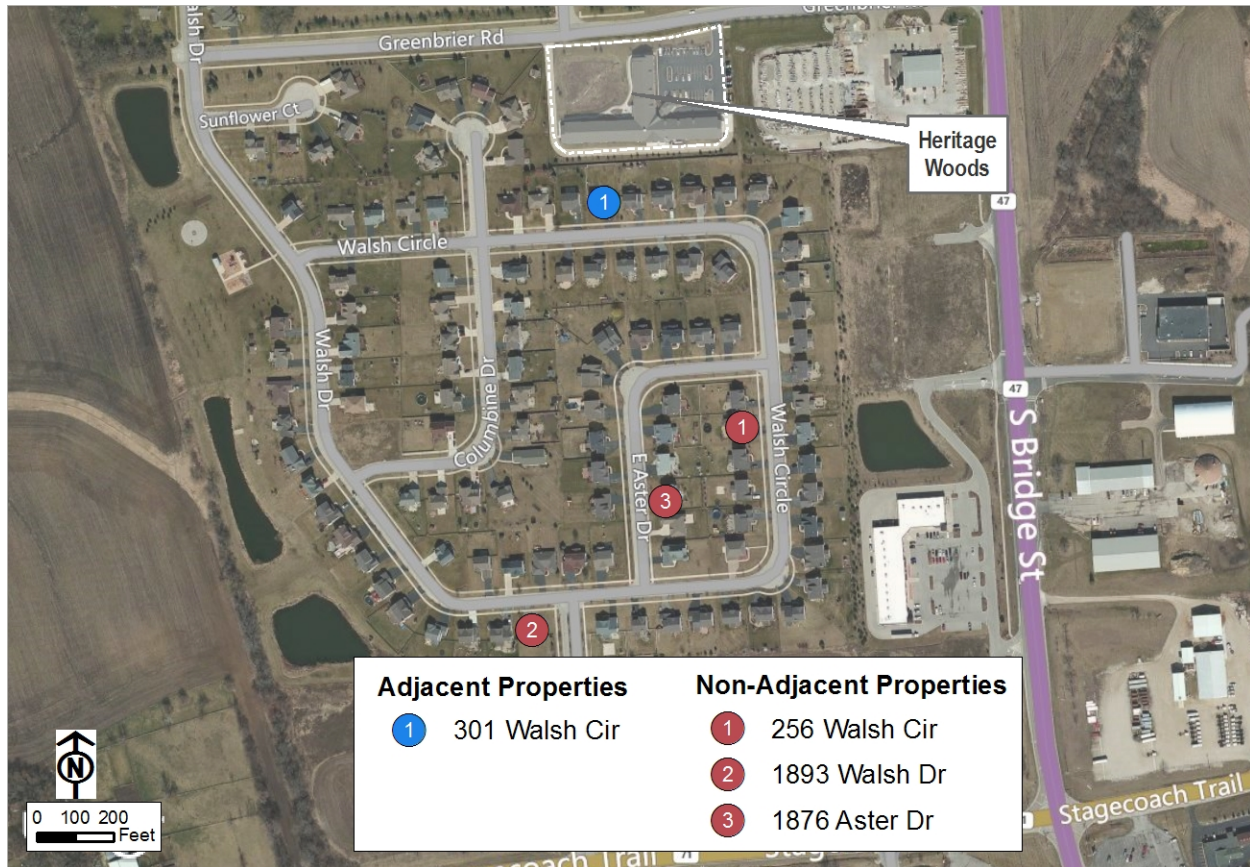
Summary of Nearby Assessed Values- Heritage Woods of Yorkville

Address		Year Built	Building Type	2015 Total Assessed Value		Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
				Building	Land				
1732 Columbine Ct.	Adjacent	2002	3-BR/3-Ba	\$55,803	\$12,612	2,228	\$25	20,800	\$0.61
474 Sunflower Ct.	Non-adjacent	2000	3-BR/3-Ba	\$51,528	\$12,524	2,054	\$25	22,400	\$0.56
1744 Columbine Ct.	Adjacent	2002	3-BR/3-Ba	\$49,575	\$11,848	1,410	\$35	14,100	\$0.84
498 Sunflower Ct.	Non-adjacent	2002	3-BR/3-Ba	\$45,242	\$12,582	1,666	\$27	17,400	\$0.72
287 Walsh Cir.	Adjacent	2006	4-BR/4.5-Ba	\$66,864	\$12,705	2,956	\$23	12,000	\$1.06
294 Walsh Cir.	Non-adjacent	2005	4-BR/4.5-Ba	\$65,579	\$12,023	2,890	\$23	11,900	\$1.01
291 Walsh Cir.	Adjacent	2004	4-BR/3.5-Ba	\$63,604	\$13,301	3,150	\$20	12,000	\$1.11
288 Walsh Cir.	Non-adjacent	2004	4-BR/4.5-Ba	\$63,501	\$12,384	3,183	\$20	12,000	\$1.03

Data from the office of the Kendall County Assessor indicates no significant difference between the assessments of properties located adjacent Heritage Woods and others within the same neighborhood, although the assessments vary based on lot and building size. Smaller lots along Walsh Circle are assessed at approximately \$1.00 per square foot, while larger, irregular-shaped lots along cul-de-sacs were assessed lower per square foot. Homes were generally assessed between \$20 and \$25 per square foot, although the smallest property selected—which also borders Heritage Woods—was assessed at \$35 per square foot.

In order to provide a second measure of the market's sensitivity to nearby senior housing, we have investigated the sales prices of properties within the neighborhood over the past several years. However, only one home bordering Heritage Woods has sold in that time.

We have compared this property to three properties of similar size and construction that have sold in the same span in the map and table below.



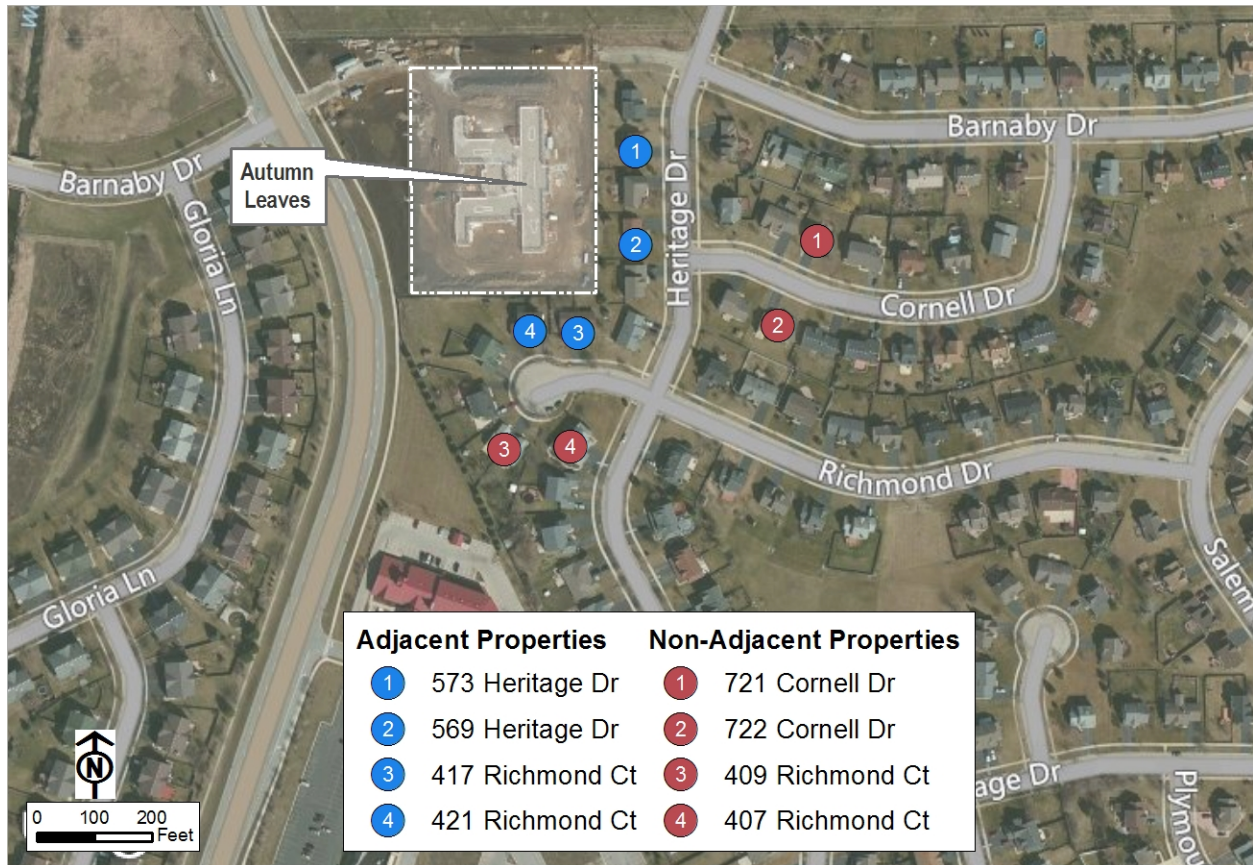
Summary of Nearby Sales

Address	Building Type	Year Built	Date of Sale	Sale Price	Interior SF	Price/SF
Adjacent Parcel						
301 Walsh Cir.	4-BR/2.5 Ba	2005	5/30/2013	\$221,000	2,990	\$74
Non-adjacent Parcels						
256 Walsh Cir.	5-BR/3.5-Ba	2004	12/13/2013	\$215,000	3,110	\$69
1893 Walsh Dr.	4-BR/2-Ba	2004	12/11/2012	\$175,000	2,511	\$70
1876 Aster Dr.	4-BR/2.5-Ba	2003	11/14/2013	\$210,000	2,800	\$75

The property's selling price of \$74 per square foot is within the range of similar homes in the area that sold over the same period. All of the properties were built between 2003 and 2005 and contained four or five bedrooms, although one property was about 400 feet smaller than the subject. While an insufficient number of transactions occurred to completely discount a location factor, the limited amount of available sales data does not suggest a strong negative trend.

We have also investigated residential assessments nearby two other assisted living facilities located in Oswego in northeastern Kendall County. **Autumn Leaves of Oswego** is located just east of Douglas Road near Route 34. The facility is bordered to the east by single-family homes, with some attached townhome units located to the south.

Similar to the previous example, we have summarized several pairs of assessments in the map and table below.



Summary of Nearby Assessed Values- Autumn Leaves Oswego

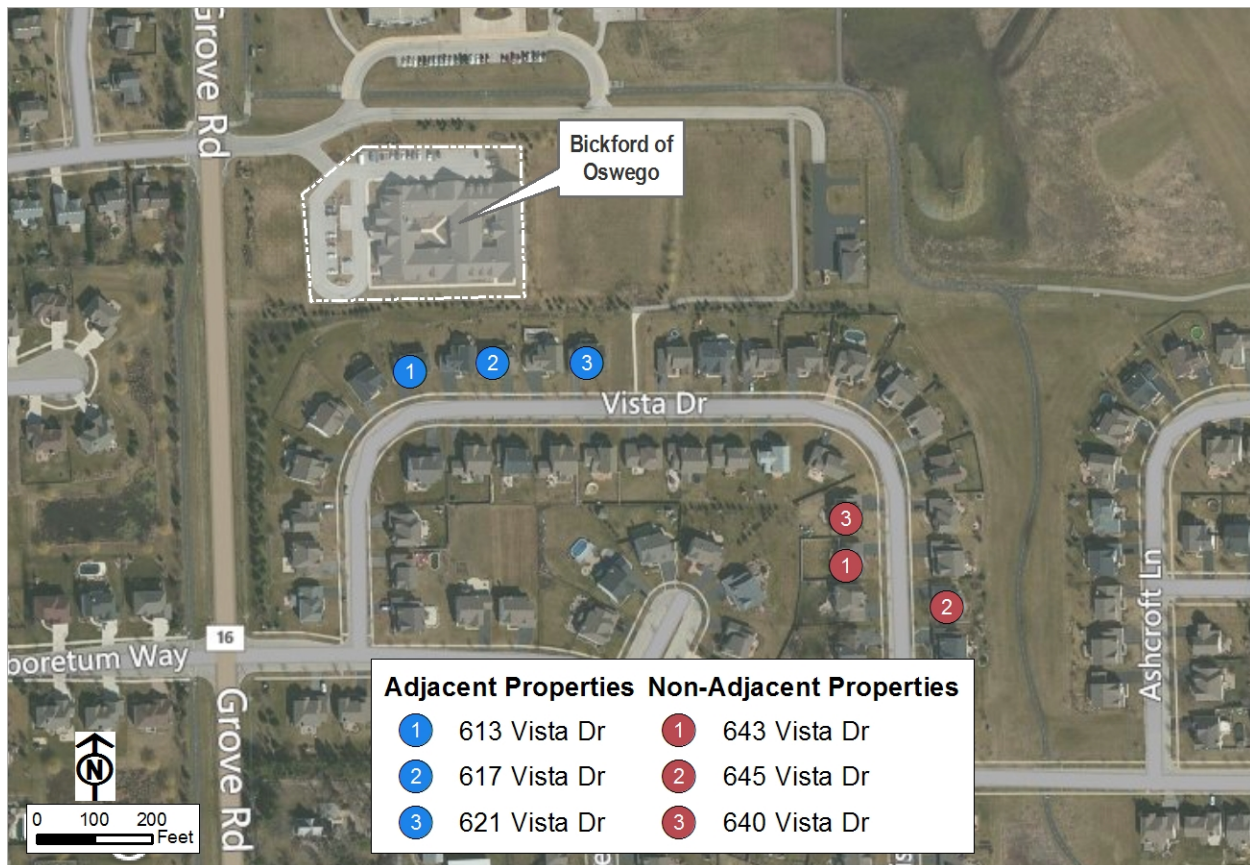
Address		Year Built	Building Type	2015 Total Assessed Value		Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
				Building	Land				
573 Heritage Dr.	Adjacent	1999	3-BR/2-Ba	\$46,567	\$15,481	1,617	\$29	9,028	\$1.71
721 Cornell Dr.	Non-adjacent	1999	3-BR/2-Ba	\$46,287	\$15,481	1,618	\$29	9,095	\$1.70
569 Heritage Dr.	Adjacent	1999	3-BR/2-Ba	\$41,132	\$15,481	1,395	\$29	9,028	\$1.71
722 Cornell Dr.	Non-adjacent	1998	3-BR/2-Ba	\$45,982	\$15,481	1,463	\$31	8,900	\$1.74
417 Richmond Ct.	Adjacent	2001	2-BR/1.5-Ba	\$33,977	\$9,545	1,252	\$27	5,445	\$1.75
409 Richmond Ct.	Non-adjacent	2001	2-BR/1.5-Ba	\$33,796	\$9,545	1,251	\$27	5,665	\$1.68
421 Richmond Ct.	Adjacent	2001	2-BR/1.5-Ba	\$28,670	\$9,545	1,060	\$27	5,165	\$1.85
407 Richmond Ct.	Non-adjacent	2000	2-BR/1.5-Ba	\$29,531	\$9,545	1,060	\$28	5,350	\$1.78

Assessments are highly consistent across the selected properties, with an identical assessment of \$15,481 for single-family lots and \$9,545 for townhome lots. All of the properties were built between 1998 and 2001, and were

assessed between \$27 and \$31 per interior square foot. No recent sales data was available for homes bordering Autumn Leaves.

The **Bickford of Oswego** is a similar assisted living facility located along Grove Road about one-half mile south of Plainfield Road. An elementary school borders the site to the north, while single-family homes border it to the south.

Assessments in the neighboring subdivision are summarized in the following map and table.



Summary of Nearby Assessed Values- Bickford of Oswego

Address		Year Built	Building Type	2015 Total Assessed Value		Interior (SF)	Assessed Value/SF	Land (SF)	Assessed Value/SF
				Building	Land				
613 Vista Dr.	Adjacent	2005	4-BR/2.5-Ba	\$62,133	\$20,155	2,771	\$22	12,750	\$1.58
643 Vista Dr.	Non-adjacent	2004	4-BR/2.5-Ba	\$64,446	\$20,155	2,796	\$23	10,090	\$2.00
617 Vista Dr.	Adjacent	2004	3-BR/2.5-Ba	\$64,385	\$20,155	2,735	\$24	10,050	\$2.01
645 Vista Dr.	Non-adjacent	2003	3-BR/2.5-Ba	\$61,544	\$20,155	2,747	\$22	9,225	\$2.18
621 Vista Dr.	Adjacent	2004	4-BR/2.5-Ba	\$72,752	\$20,155	3,386	\$21	11,122	\$1.81
640 Vista Dr.	Non-adjacent	2003	4-BR/2.5-Ba	\$70,740	\$20,155	3,238	\$22	12,875	\$1.57

All of the selected lots were assessed at \$20,155, while interior square footage was assessed nearly as uniformly between \$21 and \$24 per square foot. No recent sales data was available for homes bordering the Bickford.

FIRM PROFILE



Development Strategies provides economic and market research, strategic and land use planning, counseling, and valuation services.

With our mission to provide sound strategic guidance in real estate, community, and economic development, we have assembled a team of experts that work collaboratively to find the best solution. The varied backgrounds of our team is appropriate for the diversity of our clients, which range from for-profit to non-profit, small businesses to major corporations, local governments to federal agencies, and foundations and institutions of all types.

The foundation of our services is quality research and analysis. Our effort is placed in applying market reality to an optimistic future, resulting in wise investment of our clients' resources. The depth and range of our collective knowledge and experience provide great value to clients in achieving effective implementation of their visions, plans, and strategies.

Development Strategies was founded in 1988 by the core consulting staff of a predecessor firm. Our professionals hold various graduate degrees in business administration, urban and regional planning, architecture, urban affairs, community planning, economics, geography, real estate development, geographic information systems (GIS), and urban design. To enhance the depth and range of services to our clients, we frequently partner on project teams that include architects, landscape architects, urban designers, developers, engineers, attorneys, social workers, and other specialists.

REAL ESTATE DEVELOPMENT SERVICES

- Market Analysis and Strategies
- Highest & Best Use Studies
- Site Evaluation & Selection
- Land Use Planning Project Programming
- Valuations and Appraisals
- Subsidy Analysis and Valuations
- Financial Feasibility Analysis
- Development Concept Evaluation
- Plan and Design Review

COMMUNITY DEVELOPMENT SERVICES

- Redevelopment Planning
- Neighborhood/District/Corridor Planning
- Downtown Revitalization Strategies
- Housing Surveys and Strategic Planning
- Community and Stakeholder Engagement
- Needs & Capacity Analysis
- Fiscal & Economic Impact Assessments
- Cost/Benefit and Community ROI Analysis
- Development Guidelines & Regulations
- Site Acquisition Strategies

ECONOMIC DEVELOPMENT SERVICES

- Gap Funding and Incentives Analysis
- Economic & Fiscal Impacts Assessments
- Business Retention/Attraction/Creative Strategies
- Location & Business Climate Analysis
- Industry Targeting & Cluster Analysis
- Facilitated Strategic Planning
- Development Incentives Audits
- Business Organizational Structure



CAREER SUMMARY AND BACKGROUND

Brad is principal-in-charge of Development Strategies' real estate consulting division and also leads the firm's appraisal practice. With education in architecture, business, and construction management—in addition to 25 years' tenure with Development Strategies—he brings a high level of expertise and credibility to each project.

He is a recognized expert in real estate valuation and has provided testimony in a variety of cases where the accurate value of property has been an issue. The valuations provided for these cases are easy to defend, as Brad uses his experience and the resources of Development Strategies to build a strong case for his conclusions.

EDUCATION

Master of Business Administration
Washington University
Olin School of Business, 1991

All coursework completed and examinations passed for Master of Construction Management
Washington University
Sever Institute of Engineering

Bachelor of Arts, Architecture
Washington University
School of Architecture, 1990

REGISTRATIONS

Appraisal Institute, MAI

Certified General Real Estate Appraiser

- Georgia 362070
- Illinois 153001237
- Indiana CG40500281
- Kentucky 4879
- Michigan 1201074684
- Minnesota 40428193
- Missouri RA2973
- Ohio 2014004574
- Pennsylvania 4146
- Tennessee 4616
- Wisconsin 1928-10

Temporary license status in several states

PROFESSIONAL MEMBERSHIPS

Appraisal Institute (MAI)

CIVIC ACTIVITIES

Habitat for Humanity of St. Louis

- Board of Directors, 2011 - Present
- Project Development Committee
- Real Estate Committee Chairman

His knowledge of the national real estate market has been a valuable asset that the firm has used in many consulting assignments. Brad has conducted or lent his experience to a wide variety of appraisals, market analyses, feasibility studies, highest and best use analyses and other projects requiring economic research and data analysis. He is an approved appraiser and market analyst for many lending institutions, state and local housing agencies, and the United States Department of Housing and Urban Development (HUD).

Brad acknowledges the great value and efficiency technology affords our industry and he is responsible for ensuring Development Strategies' computer network and information systems assist our professionals in making the best use of their time and resources. He was instrumental in creating a full time staff position for a Geographic Information Systems (GIS) professional who now assists with nearly every project handled by the firm.

EXPERIENCE

Brad has been involved with various market and investment value appraisal assignments of multifamily residential, commercial, industrial, and institutional properties, including vacant land as well as mixed-use projects, primarily in the Midwestern United States. He is recognized as an expert in the field of affordable, mixed-income, mixed-use, and market rate housing and has completed work on projects throughout the United States.

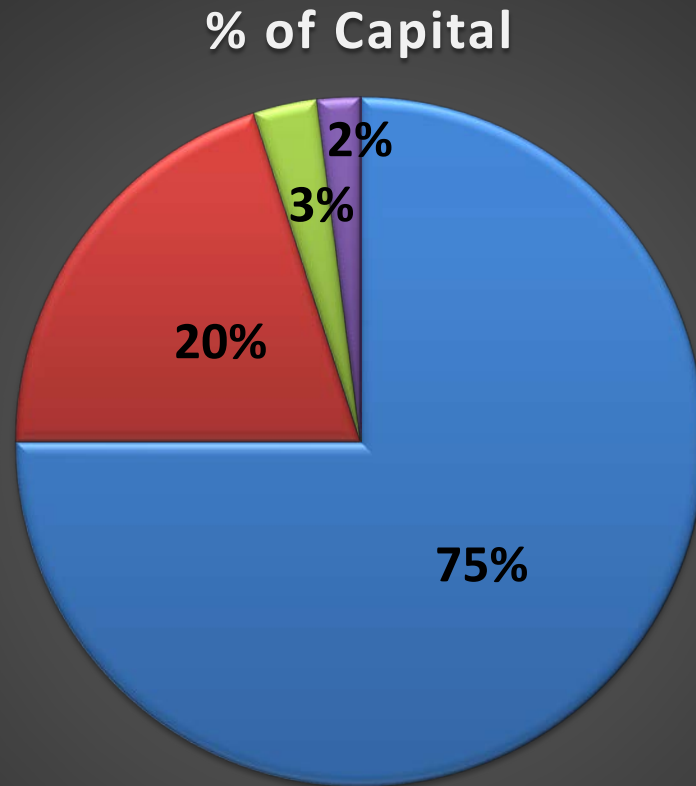
He is actively involved in the following types of projects:

- Expert testimony given in federal court, circuit court, and numerous depositions and condemnation hearings regarding issues of value. Non-testimony assistance provided in a number of additional court cases
- Valuations involving low-income housing and historic tax credits, grants, and favorable financing
- Valuation and commentary on value methodology provided for real estate tax appeal cases
- Market studies, rent comparability studies, and repositioning analyses for Section 8 and other deeply subsidized housing projects
- Market and feasibility analyses, including focus group discussions and surveys, for various single-family and multiple-family housing developments in urban, suburban, and small town settings
- Market and investment value appraisals of Choice Neighborhood and HOPE VI public housing redevelopment projects in many cities
- Market analysis and redevelopment plans for numerous mixed-use districts including retail, office, hotel, and residential uses
- Hotel market studies and appraisals
- Valuation of special use properties, including schools, museums, sports facilities, concert halls, theatres, churches, etc.
- Highest and best use analysis and development strategies for a wide variety of properties in all types of locations

Anthony Place *Yorkville, IL*

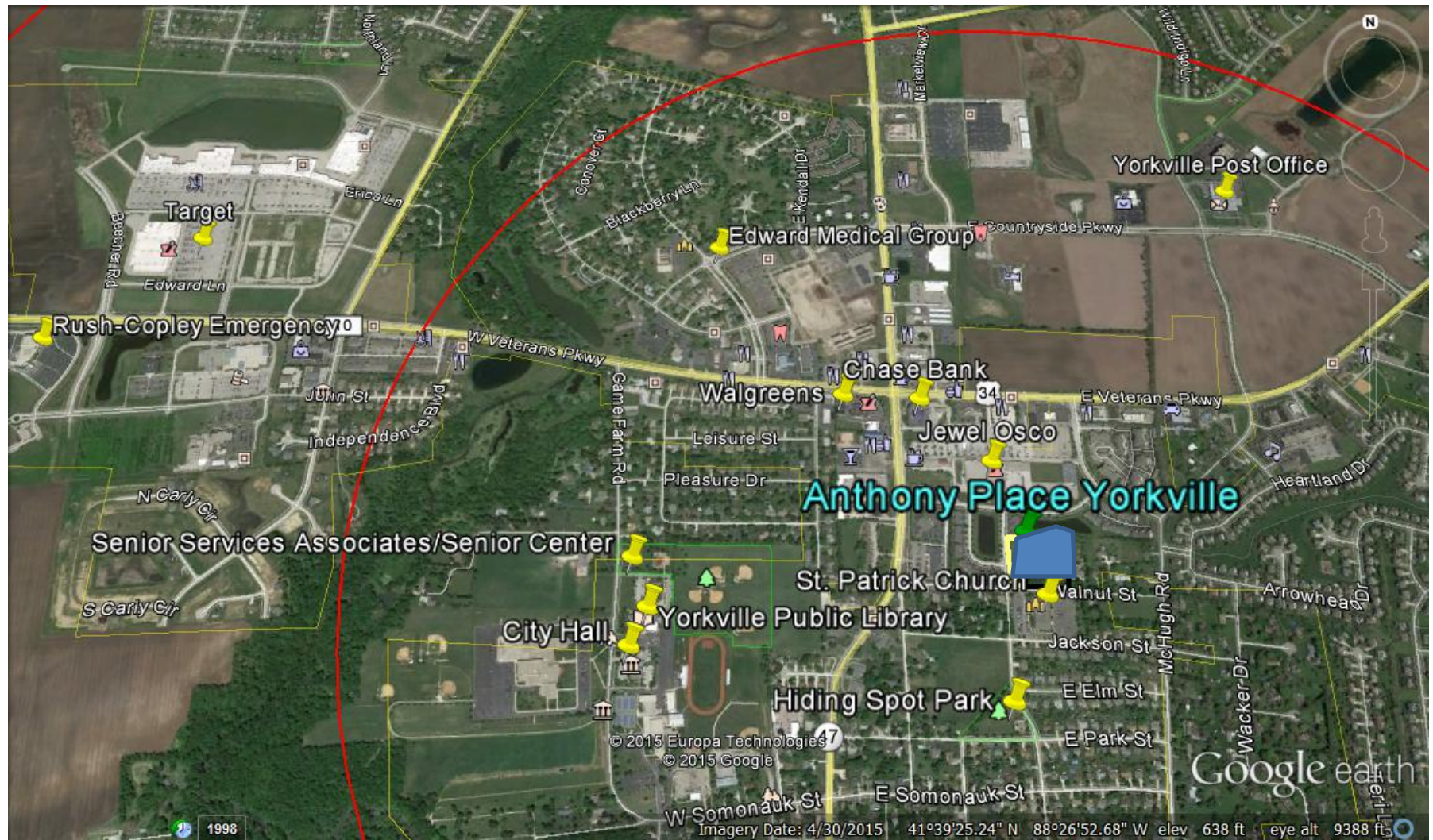


How is this Development Funded?

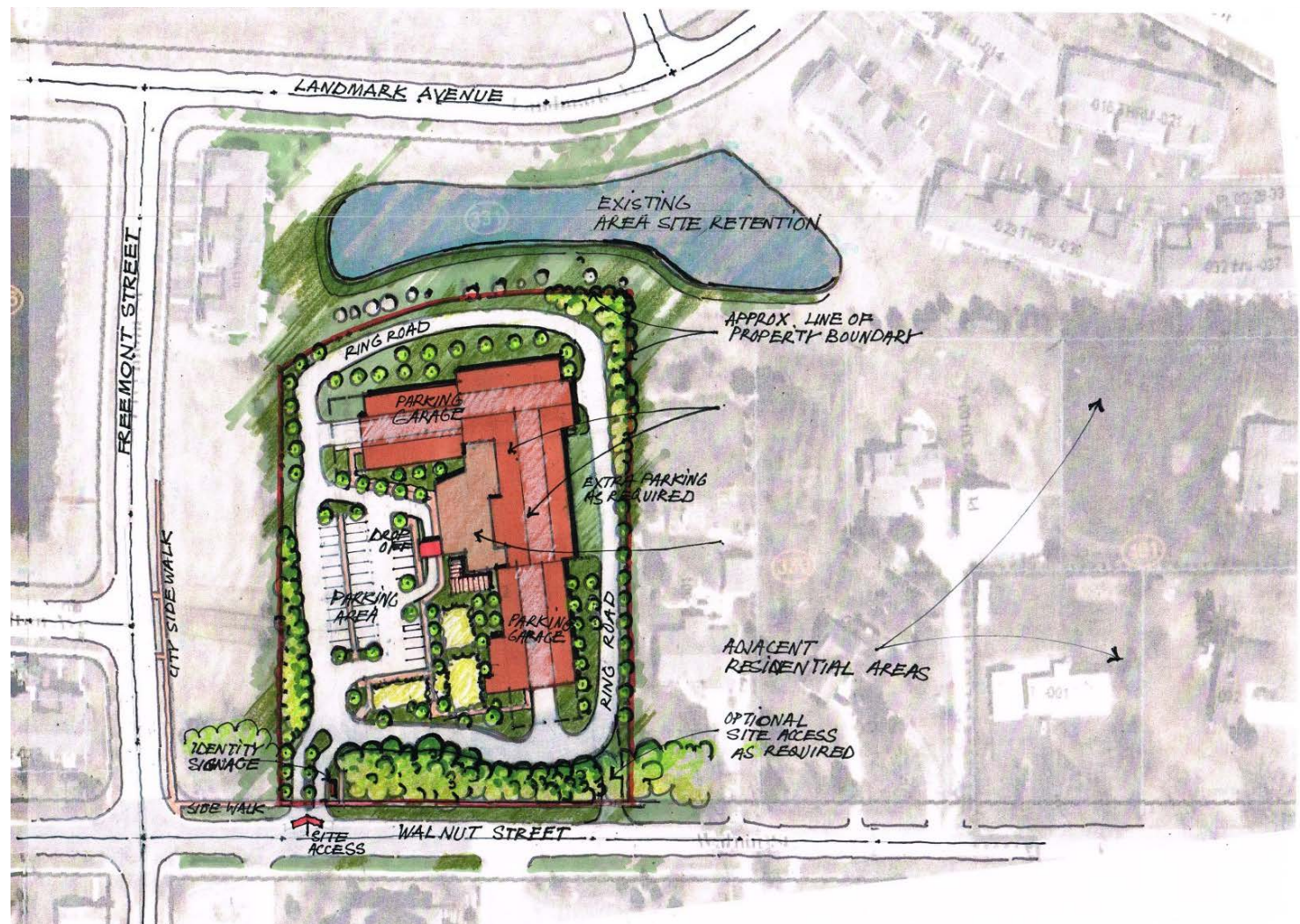


■ Tax Credits ■ Mortgage ■ Grants ■ Developer Equity

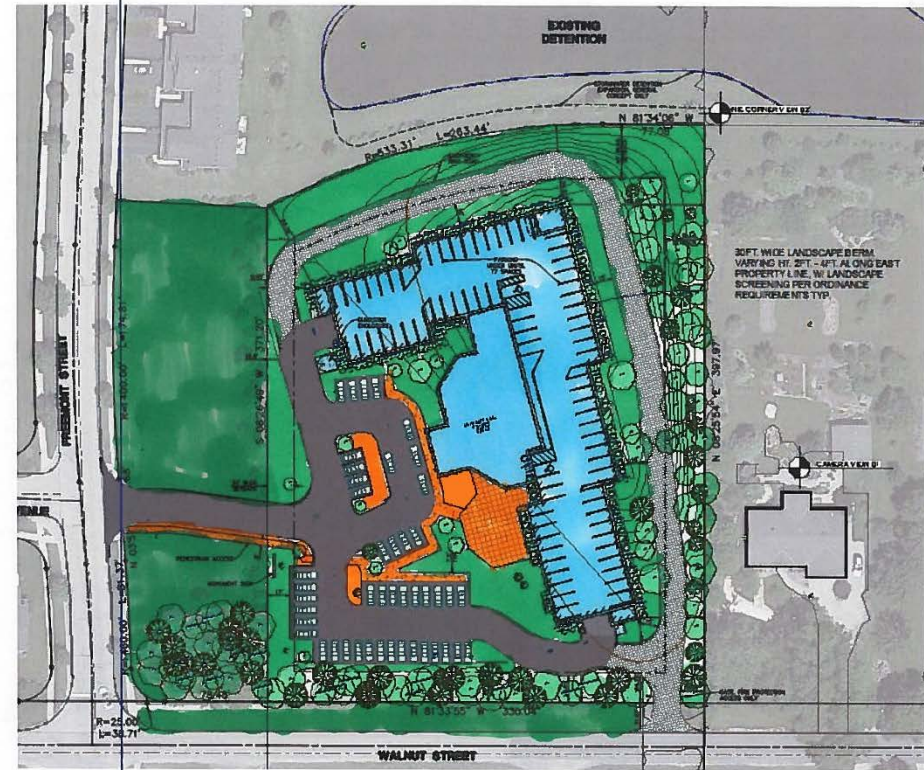
Why Yorkville? Why this Site?



Initial Site Plan

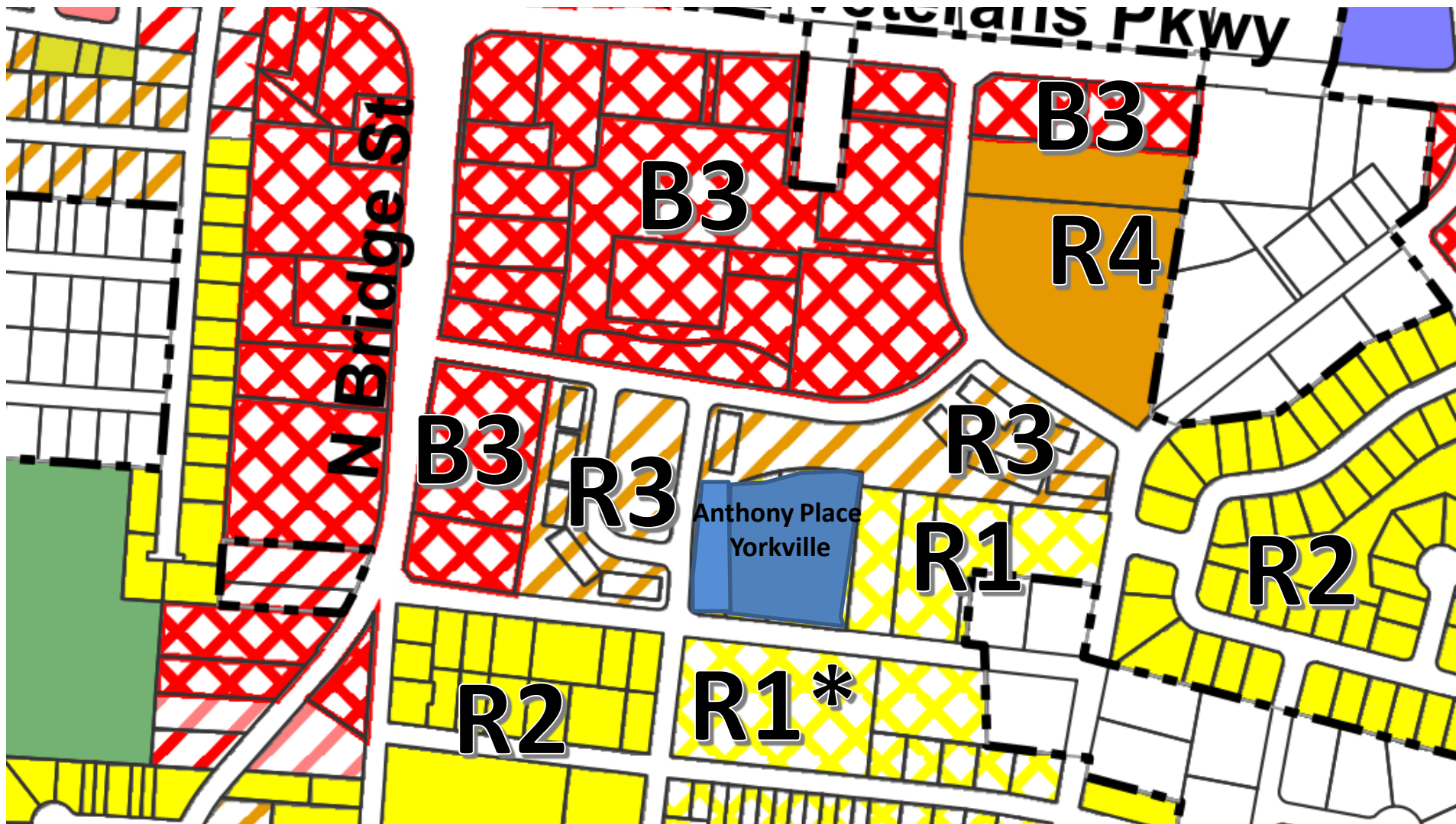


Original vs. Current Site Plan

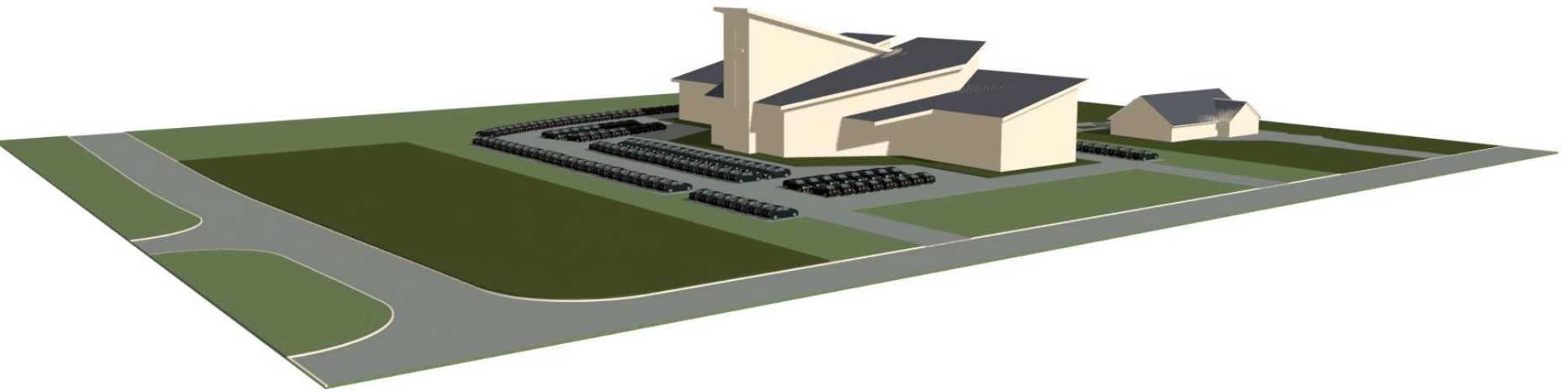


* = Institutional Use

Current Zoning

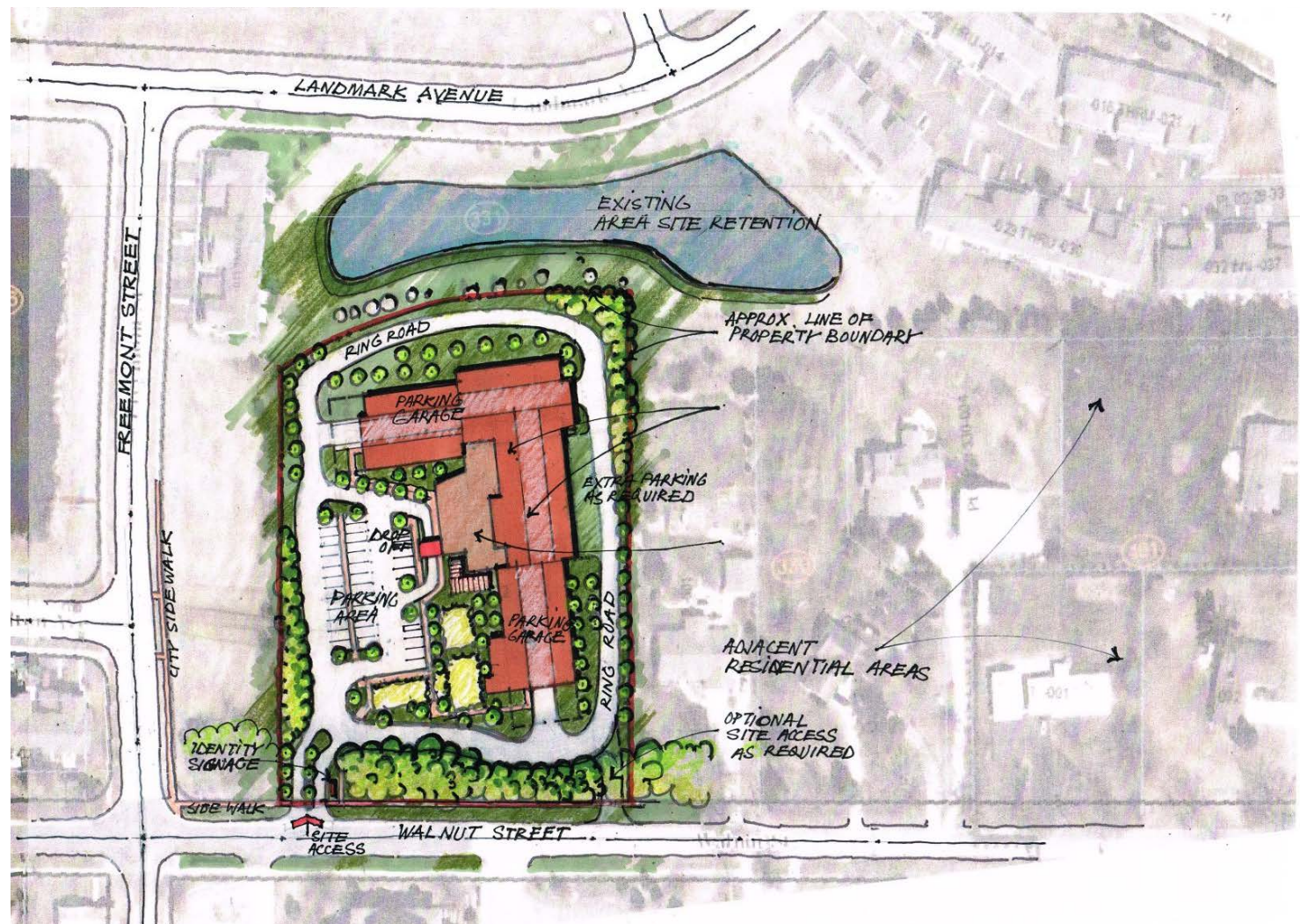


What Could be Built Based on Current Zoning



SW Corner

Initial Site Plan



Aerial View of Property



H

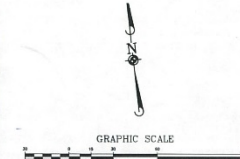
DJ

HOOBLER | DE JONG
Architects & Engineers
301 Moore Avenue
Studio Suite 406
Manhasset, NY 07640
P 331 / 261-2401
F 331 / 732-1259

ZONING REVIEW SET
YORKVILLE, ILLINOIS
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number	ISSUANCES
16/23/2015	+ SCHEMATIC DESIGN REVIEW
16/28/2015	+ FOR ZONING REVIEW
12/16/2015	+ REVISED FOR ZONING REVIEW




A1.4



SIT DATA TABLE			
PROPERTY ZONING		PROPERTY USE	
Subject Property (Current)	R-1 Single-Family	Single-Family	Residential
Subject Property (Proposed)	R-1 Single-Family	Single-Family	Residential
Nearest Property	Suburban Residence	Suburban Residence	Residential
East Property	3 Multi-Family	Multi-Family Residence (Townhomes)	Residential
West Property	Suburban Residence	Suburban Residence	Residential
Nearest Property	Suburban Residence	Suburban Residence	Residential
West Property	R-3 Multi-Family	Multi-Family Residence (Townhomes)	Residential
REQUIRED MINIMUM		REQUIRED MINIMUM	PROPOSED
Front Yard (East)	20 feet	20 feet	53.2 feet
Front Yard (West)	20 feet	20 feet	53.2 feet
Side Yard (East)	5 feet or 10% of lot width, whichever is greater	5 feet	53.2 feet
Rear Side Yard (East)	5 feet	5 feet	53.2 feet
REQUIRED		REQUIRED	PROPOSED
Total Parking Spaces	30 (0.2 per unit, 75 total)	30 (0.2 per unit, 75 total)	114 (1.0 per unit, 31 units)
ADA Accessible Spaces	5 (MINIMUM 4.25%)	5 (MINIMUM 4.25%)	5 (12 per unit, 31 units)
PERMITTED MAXIMUM		PERMITTED MAXIMUM	PROPOSED
Lot Coverage	70% (MAXIMUM 50%)	70% (MAXIMUM 50%)	58.2% (MAXIMUM 50%)
Building Coverage	25% (MAXIMUM 10%)	25% (MAXIMUM 10%)	26.2% (MAXIMUM 10%)
Driveway	10% (MAXIMUM 5%)	10% (MAXIMUM 5%)	17.4% (MAXIMUM 5%)
Sidewalks	3% (MAXIMUM 1%)	3% (MAXIMUM 1%)	3.7% (MAXIMUM 1%)
Impervious Ratio	10% (MAXIMUM 5%)	10% (MAXIMUM 5%)	17.4% (MAXIMUM 5%)
Building Height	6'-0"	6'-0"	6'-0"

*Based on the area of the lot.

DENSITY DESCRIPTION	
North Property	Low
East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT
	EMERGENCY BING ROAD PAVEMENT
	CONCRETE SIDEWALK PAVEMENT



PROPOSED SITE PLAN

SC: 1/60"



NOAA ESRL

Solar Position Calculator



Earth System
Research Lab

NOAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard longitude and time zone are defined as positive to the west, instead of the international standard of positive to the east. If you, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead click

City:		Deg:	Min:	Sec:	Time Zone	
Chicago, IL	Lat: North=+ South=-	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
Click here for help finding your lat/long coordinates	Long: East=- West=+	87	39	0	6	No

Note: To manually enter latitude/longitude, select Enter Lat/Long -> from the City pulldown box, and enter the values in the text boxes to the right.

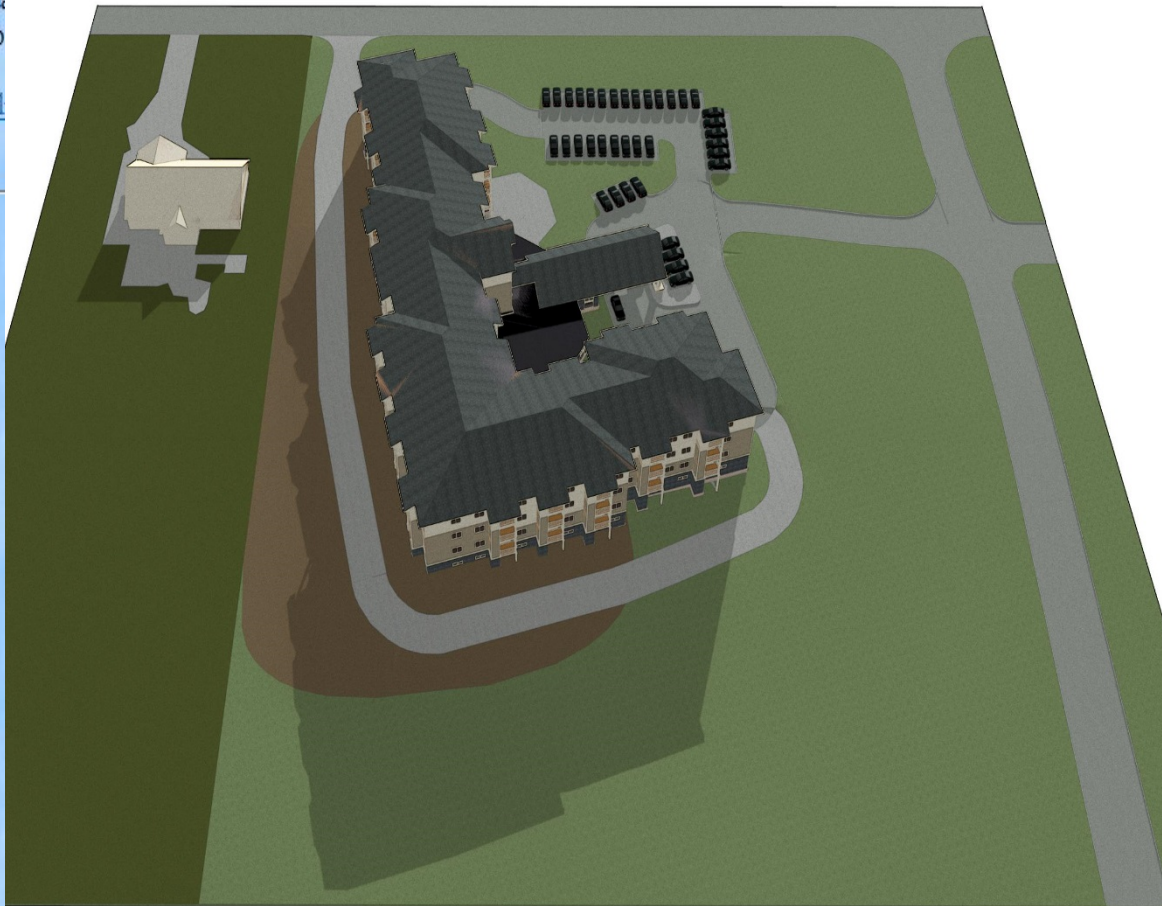
Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)			
December	21	2015	14	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr

Calculate Solar Position

Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
1.89	-23.44	211.53	18.04	0.3098

Azimuth is measured in degrees clockwise from north.
Elevation is measured in degrees up from the horizon.
Az & El both report dark after [astronomical twilight](#).

December 21st - 2:00 PM





NOAA ESRL

Solar Position Calculator



NOAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard longitude and time zone defined as positive to the west, instead of the international standard of positive to the east. If you, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead [click here](#).

City:		Deg:	Min:	Sec:	Time Zone	
Chicago, IL	Lat: North=+ South=-	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
Click here for help finding your lat/long coordinates	Long: East=- West=+	87	39	0	6	No

Note: To manually enter latitude/longitude, select **Enter Lat/Long** -> from the City pulldown box, and enter the values in the text boxes to the right.

Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)			
December	21	2015	16	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr

Calculate Solar Position

Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
1.85	-23.44	234.79	2.93	0.0511

Azimuth is measured in degrees clockwise from north.

Elevation is measured in degrees up from the horizon.

Az & El both report dark after [astronomical twilight](#).

December 21st - 4:00 PM





NOAA ESRL

Solar Position Calculator



Earth System
Research Lab

March/September 21st - 4:00 PM

OAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard longitude and time zone are defined as positive to the west, instead of the international standard of positive to the east. For whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead use the new calculator.

City:		Deg:	Min:	Sec:	Time Zone	
Chicago, IL	Lat: North=+ South=-	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
Click here for help finding your lat/long coordinates	Long: East=- West=+	87	39	0	6	No

Note: To manually enter latitude/longitude, select **Enter Lat/Long** -> from the City pulldown box, and enter the values in the text boxes to the right.

Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)			
March	21	2015	16	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr

Calculate Solar Position

Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
-7.12	0.38	249.66	21.78	0.3711

Azimuth is measured in degrees clockwise from north.
Elevation is measured in degrees up from the horizon.
Az & El both report *dark* after [astronomical twilight](#).





NOAA ESRL

Solar Position Calculator



NOAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard definition of longitude and time zone. Longitude and time zone are defined as positive to the west, instead of the international standard of positive to the east. If you, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead c

City:		Deg:	Min:	Sec:	Time Zone	
Chicago, IL	Lat: North=+ South=-	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
Click here for help finding your lat/long coordinates	Long: East=- West=+	87	39	0	6	No <input type="checkbox"/>

Note: To manually enter latitude/longitude, select **Enter Lat/Long ->** from the City pulldown box, and enter the values in the text boxes to the right.

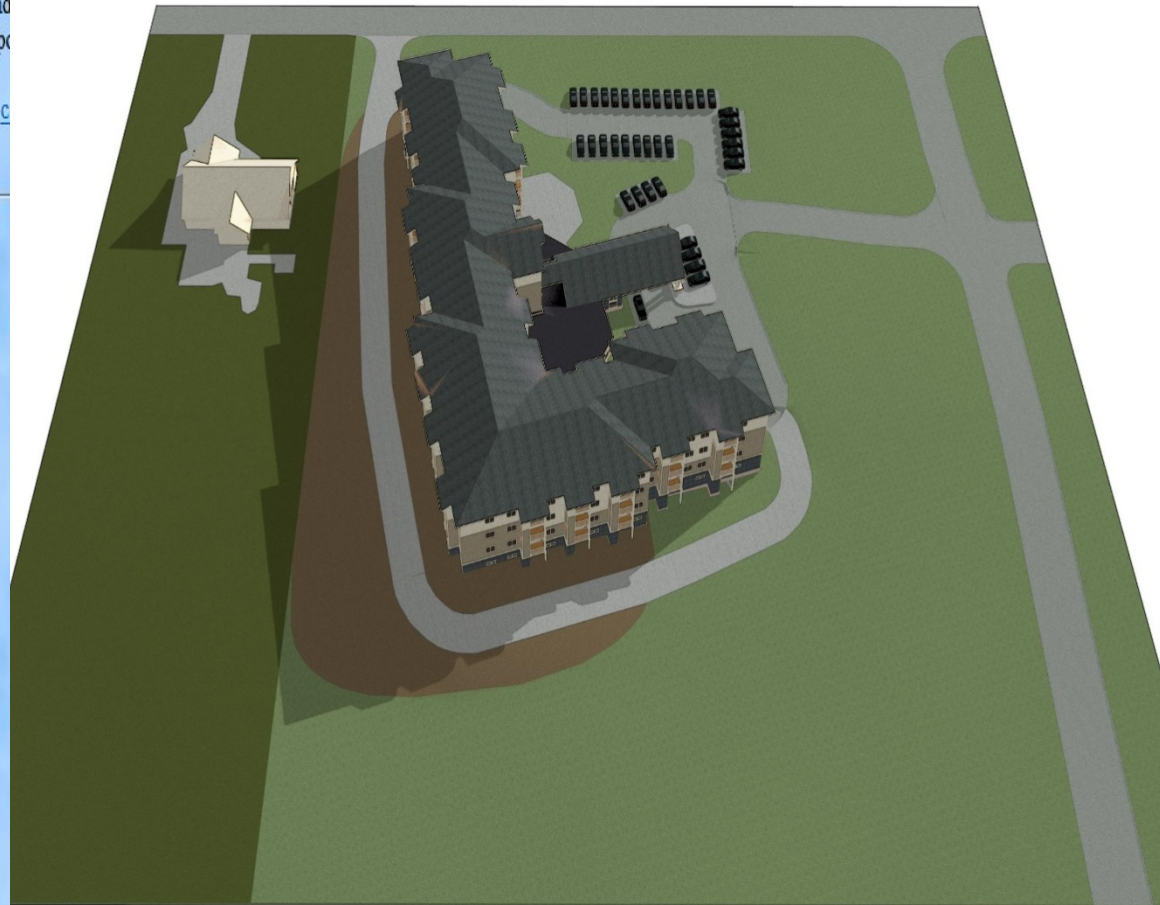
Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)				
March	21	2015	18	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr	

Calculate Solar Position

Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
-7.1	0.41	270.69	0.35	0.0061

Azimuth is measured in degrees clockwise from north.
Elevation is measured in degrees up from the horizon.
Az & El both report dark after [astronomical twilight](#).

March/September 21st - 6:00 PM





NOAA ESRL

Solar Position Calculator



NOAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard definition of longitude and time zone are defined as positive to the west, instead of the international standard of positive to the east. If you, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead use the new calculator.

City:	Lat:	Deg:	Min:	Sec:	Time Zone	
Chicago, IL	North=+	41	51	0	Offset to UTC (MST=+7):	Daylight Saving Time:
	South=-					
	Long:					
	East=-	87	39	0	6	No
	West=+					

Note: To manually enter latitude/longitude, select **Enter Lat/Long ->** from the City pulldown box, and enter the values in the text boxes to the right.

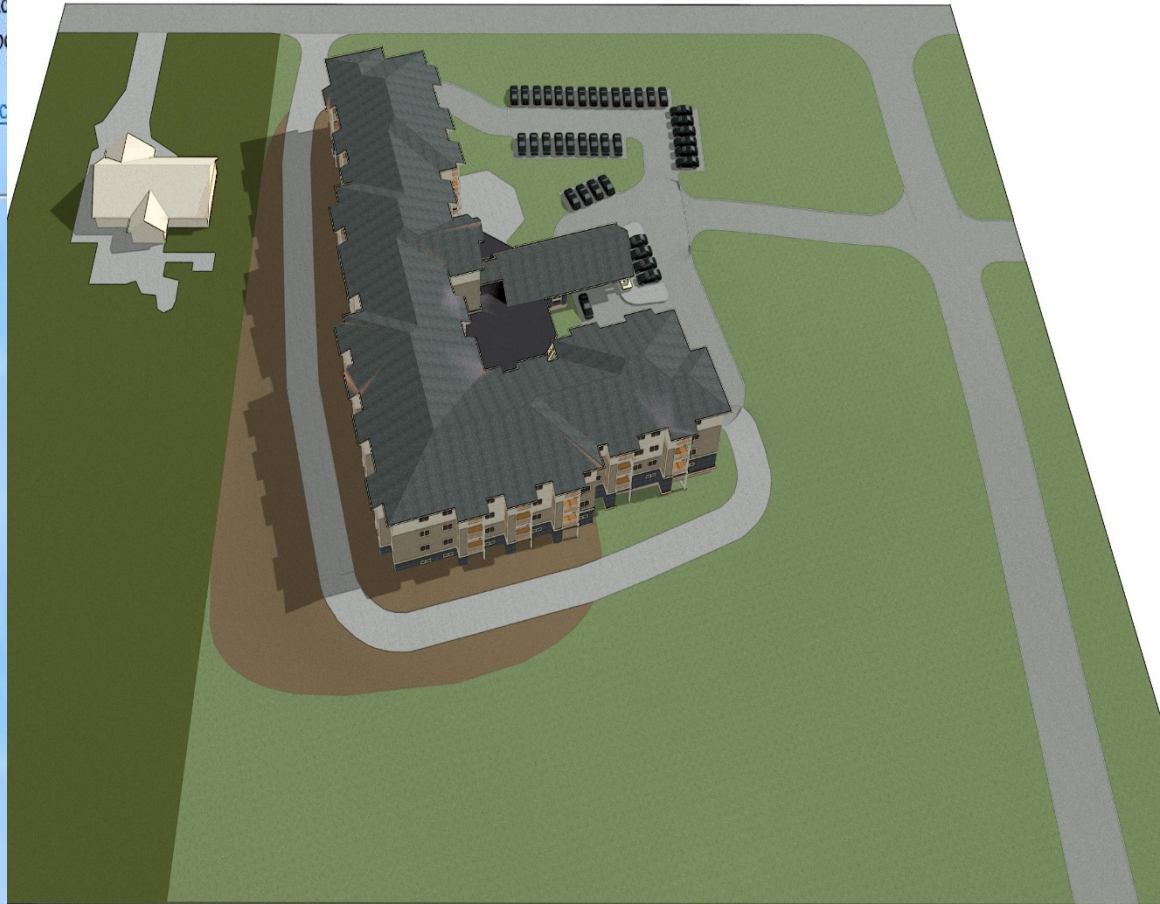
Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)			
June	21	2015	16	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr

Calculate Solar Position

Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
-1.82	23.43	270.55	35.98	0.5876

Azimuth is measured in degrees clockwise from north.
Elevation is measured in degrees up from the horizon.
Az & El both report *dark* after [astronomical twilight](#).

June 21st - 4:00 PM





NOAA ESRL

Solar Position Calculator



NOAA Solar Calculator. Back when this calculator was first created, we decided to use a non-standard definition of longitude and time zone. Latitude and time zone are defined as positive to the west, instead of the international standard of positive to the east. If you, for whatever reason, prefer the old calculator. For the rest of you, we encourage you to instead

City:		Deg:	Min:	Sec:	Time Zone	
Chicago, IL	Lat:				Offset to UTC (MST=+7):	Daylight Saving Time:
	North=+	41	51	0		
Click here for help finding your lat/long coordinates	Long:					
	East=-	87	39	0	6	No
	West=+					

Note: To manually enter latitude/longitude, select Enter Lat/Long -> from the City pulldown box, and enter the values in the text boxes to the right.

Month:	Day:	Year (e.g. 2000):	Time: (hh:mm:ss)			
June	21	2015	18	: 00	: 00	<input type="radio"/> AM <input type="radio"/> PM <input checked="" type="radio"/> 24hr

Calculate Solar Position

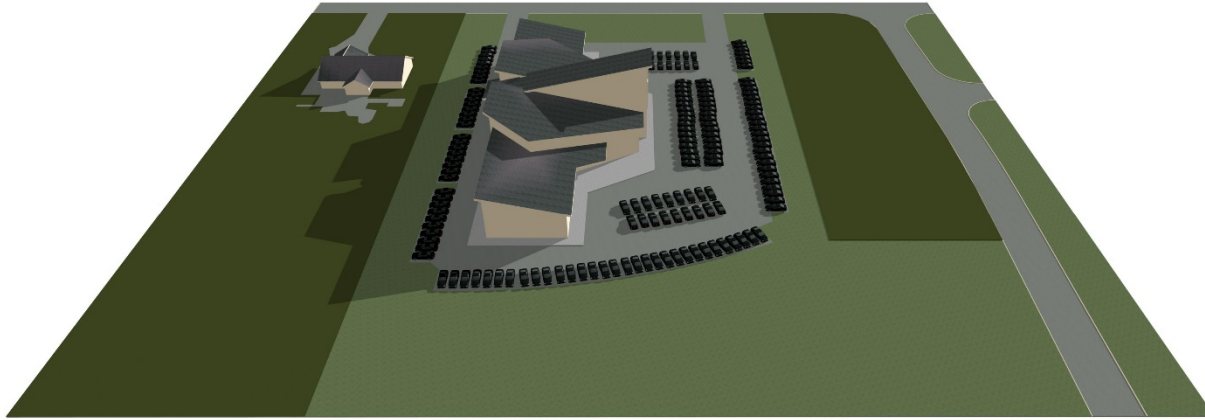
Equation of Time (minutes):	Solar Declination (degrees):	Solar Azimuth:	Solar Elevation:	cosine of solar zenith angle
-1.84	23.43	289.03	14.11	0.2438

Azimuth is measured in degrees clockwise from north.
Elevation is measured in degrees up from the horizon.
Az & El both report dark after astronomical twilight.

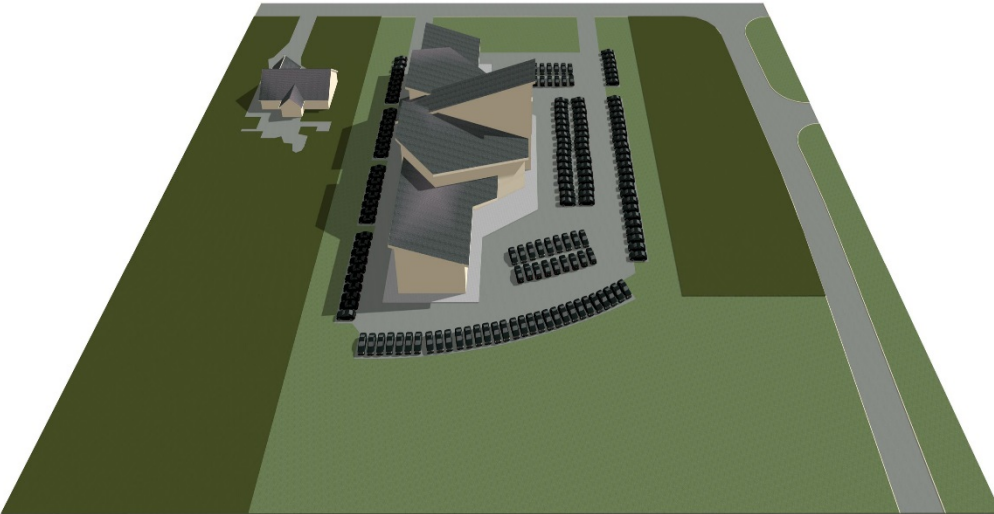
June 21st - 6:00 PM



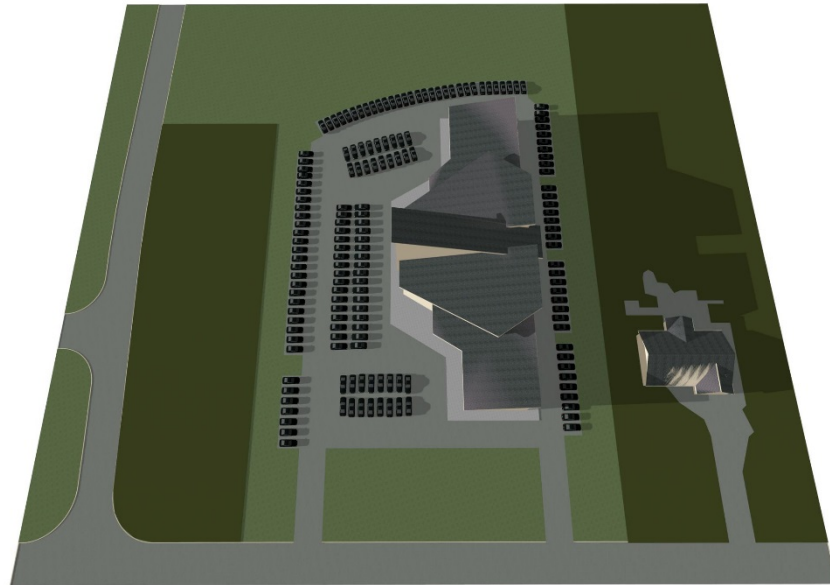
March 21st - 4pm



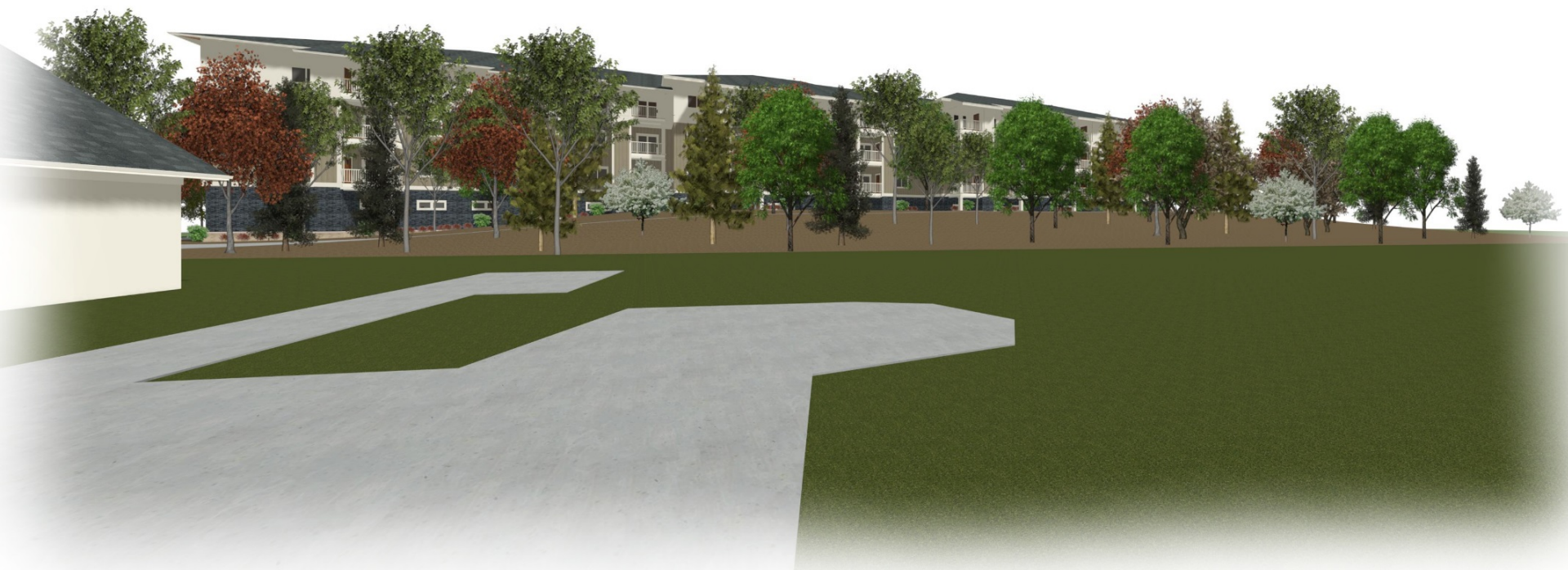
June 21st - 4pm



June 21st - 6pm



View From the Patio



H

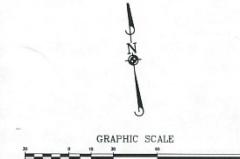
DJ

HOOBLER | DE JONG
Architects & Engineers
301 Moore Avenue
Studio Suite 406
Manhasset, NY 10940
P 331 / 231-2401
F 331 / 732-1259

ZONING REVIEW SET
YORKVILLE, ILLINOIS
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number	Revisions
16/23/2015	+ SCHEMATIC DESIGN REVIEW
16/28/2015	+ FOR ZONING REVIEW
12/16/2015	+ REVISED FOR ZONING REVIEW




A1.4



SIT DATA TABLE			
PROPERTY ZONING		PROPERTY USE	
Subject Property (Current)	R-1 Single-Family	Single-Family Residential	Residential
Subject Property (Proposed)	R-1 Single-Family	Single-Family Residential	Senior independent living
Front Property	R-1 Single-Family	Single-Family Residential	Single-Family Residential (Theatrical)
East Property	R-1 Single-Family	Single-Family Residential	Single-Family Residential
South Property	R-1 Single-Family	Single-Family Residential	Church
West Property	R-3 Multi-Family	Multi-Family Residential (Theatrical)	
REQUIRED MINIMUM	REQUIRED MINIMUM	PROPOSED	
Front Yard (East)	20 feet	53.2 feet	
Front Yard (West)	20 feet or 1/4 of building height (17)	35 feet	
Side Yard (East)	20 feet or 1/4 of building height (17)	35 feet	
Rear Side Yard (East)	40 feet	55.2 feet	
	REQUIRED		
Total Parking Spaces	30 (20 per unit, 10 for 1000 sq. ft.)	114 (47 per unit, 13 for 1000 sq. ft.)	
ADA Accessible Spaces	5 (ADA 4.3.2.1.3)	5 (ADA 4.3.2.1.3)	
	PERMITTED MAXIMUM	PROPOSED	
Set Coverage	70% (60% for SF)	58.2% (60.0% SF)	
Building Coverage	70% (60% for SF)	26.2% (26.0% SF)	
Driveways	100%	17.6% (16.0% SF)	
Driveways	100%	3.7% (3.5% SF)	
Impervious Rte. Building Footprint	100%	17.6% (16.0% SF)	
		65'	

*Based on the area of the subject property.

DENSITY DESCRIPTION	
North Property	Low
East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT
	EMERGENCY BING ROAD PAVEMENT
	CONCRETE SIDEWALK PAVEMENT



PROPOSED SITE PLAN

SC: 1/60"

Anthony Place Yorkville, IL



Elevations



WEST ELEVATION

SC: 3/32"



SOUTH ELEVATION

SC: 3/32"

Elevations



EAST ELEVATION

SC: 3/32"

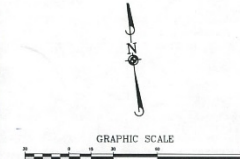


NORTH ELEVATION

SC: 3/32"




H
DJ
HOOBLER DE JONG
Architects & Engineers
301 Morris Avenue
Studio Suite 406
Manhasset, NY 07640
P 331 / 261-2401
F 331 / 752-1259

Project Number	
Revisions	
10/23/2015 +	SCHEMATIC DESIGN REVIEW
10/28/2015 +	FOR ZONING REVIEW
12/10/2015 +	REVISED FOR ZONING REVIEW
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HKS/HKS	
<h1>A1.4</h1>	



SIT DATA TABLE			
PROPERTY ZONING		PROPERTY USE	
Subject Property (Current)	R-1 Single-Family	Single-Family	Residential
Subject Property (Proposed)	R-1 Single-Family	Single-Family	Senior independent living
Front Property	3 Multi-Family	Suburban Residence	Residential (Theatrical)
East Property	3 Multi-Family	Suburban Residence	Residential
South Property	3 Multi-Family	Suburban Residence	Church
West Property	3 Multi-Family	Suburban Residence	Multi-Family Residence (Theatrical)
REQUIRED MINIMUM		PROPOSED	
Front Yard (East)	20 feet	53.27 feet	
Front Yard (West)	20 feet	53.27 feet	
Side Yard (East)	7 feet or 40% of building height (17')	35 feet	
Side Yard (West)	7 feet or 40% of building height (17')	35 feet	
Rear Yard (East)	40 feet	53.27 feet	
Rear Yard (West)	40 feet	53.27 feet	
REQUIRED		PROPOSED	
Total Parking Spaces	30 (20 per 60 units, 10 for 30 units)	114 (47 per 100 units, 31 for 30 units)	
ADA Accessible Spaces	5 (ADA 4.1.3.1, 20% of 25)	5 (ADA 4.1.3.1, 20% of 25)	
PERMITTED MAXIMUM		PROPOSED	
Set Coverage	20% (60% max SF)	38.2% (60% max SF)	
Roofing Coverage	20% (60% max SF)	26.2% (60% max SF)	
Driveway	20% (60% max SF)	17.6% (60% max SF)	
Sidewalks	20% (60% max SF)	3.7% (60% max SF)	
Impervious Rte. Surface	20% (60% max SF)	17.6% (60% max SF)	
Building Height	35 feet	40'-0"	

DENSITY DESCRIPTION	
North Property	Low
East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT
	EMERGENCY BING ROAD PAVEMENT
	CONCRETE SIDEWALK PAVEMENT

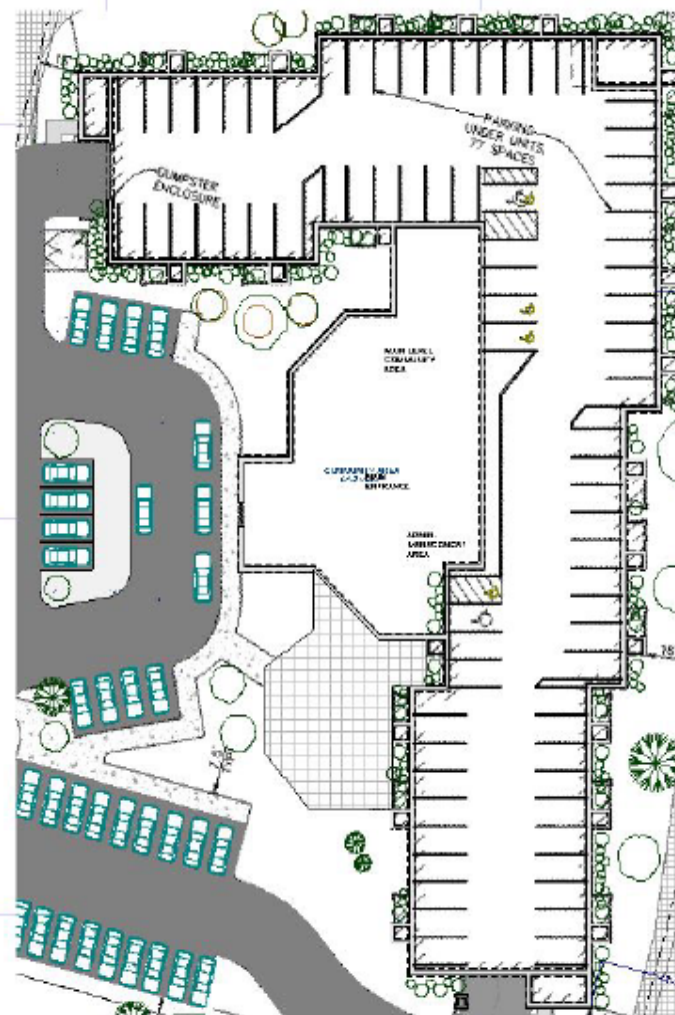


PROPOSED SITE PLAN

SC: 1/60"

A1.4

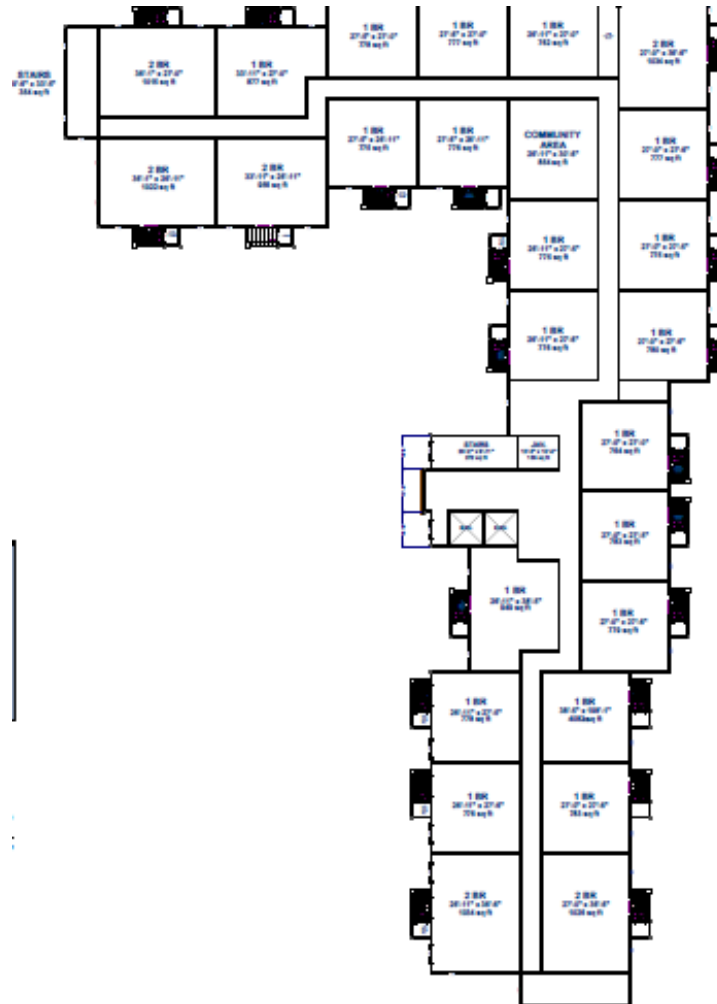
First Floor Plan



PARKING LEVEL FLOOR PLAN

SC: 1/16"

2nd - 4th Floor Plan

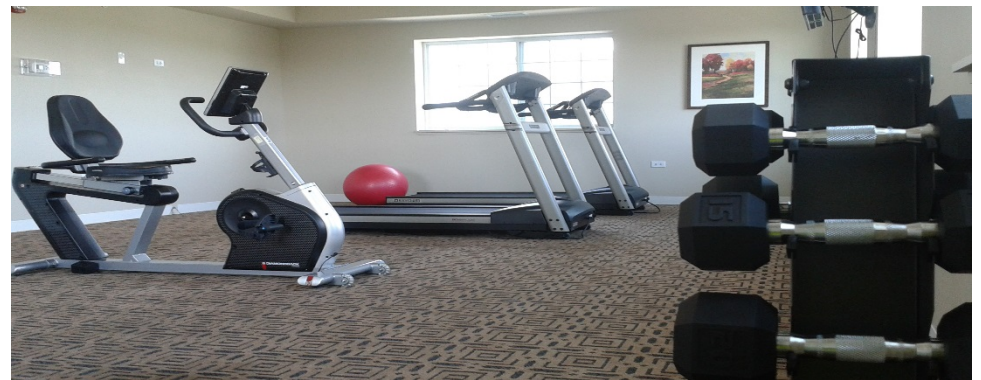


FLOOR PLAN LEVELS 2-4

SC: 1/16"

Common Area Amenities

- Indoor Heated Parking
- Arts & Crafts Room
- Library & Billiard Area
- TV Lounge with Big Screen Television
- Exercise Facility
- Large Community Room
- Computers for Resident Use
- Video Security System
- On-Site Manager



Unit Layouts



1 BEDROOM APARTMENT

SC: 1/8"



2 BEDROOM APARTMENT

SC: 1/8"

Unit Amenities

- Age Restricted 55 Years and Older
- 1 Bed / 1 Bath units
(776 Square Feet)
- 2 Bed / Bath units
(1,034 Square Feet)
- 9-Ft. Ceilings
- Balcony in every unit
- Walk-In Closets
- Window Treatments
- Individual Unit Furnaces



Unit Amenities

- Designer-Appointed Kitchens
- Range & Refrigerator
- Microwave
- Dishwasher
- Washer & Dryer

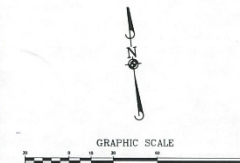


[illegible]

Aerial View of Property



Current Site Plan



SITE DATA TABLE

PROPERTY	PROPERTY ZONING	PROPERTY USE
Subject Property (Current)	R-1 Single-Family Suburban Residence	Vacant
Subject Property (Proposed)	R-4 Single-Family Suburban Residence	Senior Independent Living
North Property	R-3 Multi-Family Attached Residence (Townhomes)	Multi-Family Residence
East Property	R-1 Single-Family Suburban Residence	Single Family Residence
South Property	R-1 Single-Family Suburban Residence	Church
West Property	R-3 Multi-Family Attached Residence	Multi-Family Residence (Townhomes)

REQUIRED MINIMUM	REQUIRED MINIMUM	PROPOSED
Front Yard (feet)	30 feet	35.37 feet
Interior Side Yard (West)	12 feet or 60% of Building Height (17)	35 feet
Interior Side Yard (East)	12 feet or 60% of Building Height (17)	48.42 feet
Rear Yard (feet)	40 feet	55.52 feet

REQUIRED	PROPOSED
Total Parking Stalls	124 (77 Under Units, 37 Exterior)
ADA Accessible Stalls	5 (ADAAG 4.3.2)(5)(a))

PERMITTED MAXIMUM	PROPOSED
Lot Coverage	70% (INCL. BP SP)
Building Coverage	36.2% (INCL. BP SP)
Parking Lot	17.0% (INCL. BP SP)
Driveways	3.7% (INCL. BP SP)
Emergency Ring Road	10.8% (INCL. BP SP)
Building Height	40' - 42'

*Based on site area of approx. 158,990 SF

DENSITY DESCRIPTION

PROPERTY	DENSITY DESCRIPTION
North Property	Low
East Property	Medium
South Property	High
West Property	Low

PAVEMENT LEGEND

	STADIUM DUTY ASPHALT PAVEMENT
	EMERGENCY RING ROAD PAVEMENT
	CONCRETE SIDEWALK PAVEMENT



PROPOSED SITE PLAN

SC: 1/60"



ZONING REVIEW SET
YORKVILLE, ILLINOIS
YORKVILLE APARTMENT COMPLEX
GC HOUSING DEVELOPMENT LLC

Project Number: 18-28-0915
18-28-0915 - SCHEMATIC DESIGN REVIEW
18-28-0915 - FOR ZONING REVIEW
18-28-0915 - REVISED FOR ZONING REVIEW

A1.4

Anthony Place *Yorkville, IL*



Estimated Traffic Impact

Table 1
ESTIMATED PEAK HOUR TRAFFIC VOLUMES

Land-Use	Weekday A.M. Peak Hour		Weekday P.M. Peak Hour		Weekday Daily (24-Hour)	
	In	Out	In	Out	In	Out
Age-Restricted Senior Attached Housing – 75 Units (LUC 252)	5	10	11	9	123	123
Single-Family – 8 homes (LUC 220)	4	12	7	4	52	52
Multi-Family – 28 units (LUC 230)	2	11	10	5	82	82



OLWX1 LED LED Wall Luminaire



Catalog Number	
Notes	
Type	

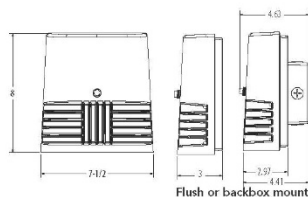
For the full range of options, see the page for each of the various models.

Introduction

As versatile as it is efficient, the OLWX1 is designed to replace up to 250W metal halide while saving over 87% in energy costs. It combines multiple mounting options with the latest generation of LEDs for a wall pack luminaire that converts to a whole lot more. Whether you are mounting it to a recessed junction box, conduit/through wiring, as an up light, as a down light, or as a flood light—the OLWX1 has you covered.

Specifications

Width: 7-1/2" (191mm)
Height: 8" (203mm)
Depth: 3" (76mm)
Weight: 5 lbs (2.3kg)



Ordering Information

EXAMPLE: OLWX1 LED 20W 50K

OLWX1 LED						
Series	Performance Package	Color Temperature	Voltage	Controls		Finish
OLWX1 LED	12W 12 watts 20W 20 watts 40W 40 watts	40K 4000 K ¹ 50K 5000 K	(blank) 160V, 12 ² 120 120V ² 347 347V	(blank) None PE 12W button protocol ¹²		(blank) Dark bronze

Accessories

(Optional/Optional/Optional)

OLWX1TS	Splitter - size 1
OLWX1YK	Yoke - size 1
OLWX1THK	Knuckle - size 1

NOTES

- Not available with 347V option.
- MOVOL driver operates on any line voltage from 120-277V (50/60Hz).
- Specify 12W when ordering with protocol (PE option).

FEATURES & SPECIFICATIONS

INTENDED USE

The versatility of the OLWX1 LED combines a sleek, low-profile wall pack design and high-output LEDs to provide an energy efficient, low maintenance LED wall pack suitable for replacing up to 250W metal halide fixtures. Available flood light mounting accessories convert the OLWX1 LED into a highly efficient flood light.

OLWX1 LED is ideal for outdoor applications such as building perimeters, loading areas, driveways and sign and building floodlighting.

CONSTRUCTION

Fragged cast aluminum housing with textured dark bronze polyester powder paint for lasting durability. Integral heat sinks optimize thermal management through conductive and convective cooling. LEDs are protected behind a glass lens. Housing is sealed against moisture and environmental contaminants (IP68).

OPTICS

High performance LEDs behind clear glass for maximum light output. Light engines are available in 4000K and 5000K CCTs. See Lighting Facts label and photometry reports for specific fixture performance.

ELECTRICAL

High performance LEDs convert to 1 high-efficiency Chip On Board (COB) LED with integrated circuit board mounted directly to the housing to maximize heat dissipation and promote long life (75,000,000 hours at 25°C). Electronic drivers have a power factor >0.98 and THD <20% and a minimum 2.5kV surge rating. Flood light mounting accessories include an additional 4kV surge protection device.

INSTALLATION

Easily mounts to recessed junction boxes with the included wall mount bracket, or for surface mounting and conduit entry, with the included junction box with 1/2" threaded conduit entry hubs. Flood light mounting accessories (sold separately) include knuckle, integral splitter and yoke mounting options. Each flood mount accessory comes with top view and vertical guard. Luminaires may be wall or ground mounted in downward or upward orientation.

LISTINGS

UL listed to U.S. and Canadian safety standards for wet locations. Rated for 40° C minimum ambient. Tested in accordance with IESNA LM-79 and LM-80 standards. DesignLight Consortium (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlight.org to confirm which versions are qualified.

WARRANTY

Five-year limited warranty. Full warranty terms located at www.aacbrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

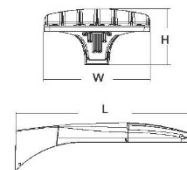


D-Series Size 0 LED Area Luminaire



Specifications

EPA: 0.8 ft² (0.07 m²)
Length: 26" (660mm)
Width: 13" (330mm)
Height: 7" (178mm)
Weight (max): 16 lbs (7.3kg)

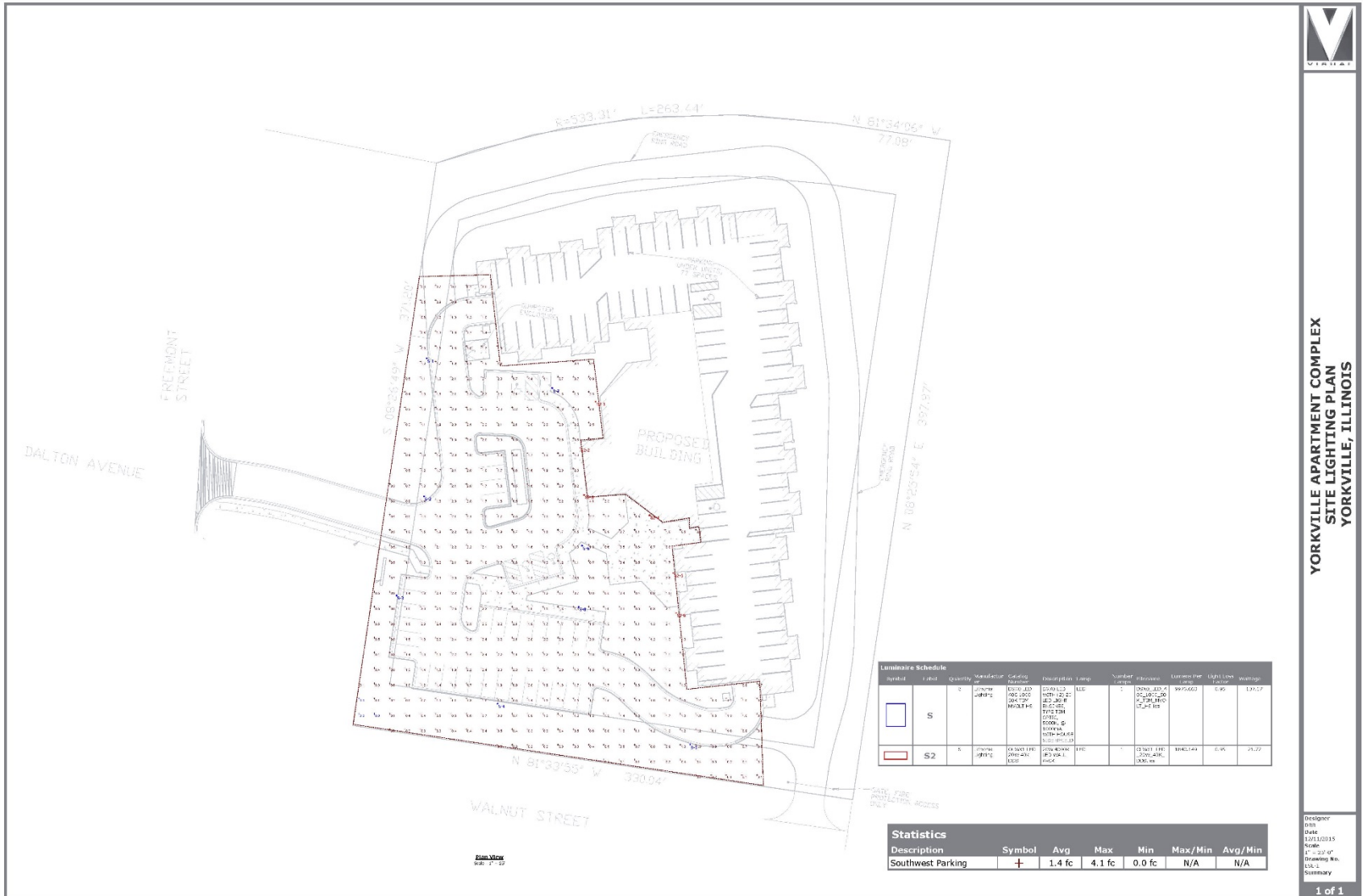


Ordering Information

EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOL SPA DDBX0

DSX0 LED							
Series	LEDs	Drive current	Color temperature	Distribution		Voltage	Mounting
DSX0 LED	Forward optics	530 530 mA	30K 3000 K	T15 Type-I short	TF1M Forward throw medium	MY0LT 120°	Shipped included
	20C 20 LEDs (one engine)	700 700 mA	40K 4000 K	T25 Type-I short	TF5M Type-I very short	208°	SPA Square pole mounting
	40C 40 LEDs (two engines)	1000 1000 mA (1 A) ²	50K 5000 K	T35 Type-I short	T55 Type-I short	208°	RPA Round pole mounting
	Rotated optics³		AMPC Amber phosphor converted ⁴	T45 Type-I medium	T5M Type-I medium	240°	WBA Wall bracket
	30C 30 LEDs (one engine)			T65 Type-I medium	T5W Type-I wide	277°	SPUNBA Square universal mounting adapter
						347°	ORUNBA Round universal mounting adapter
						480°	Shipped separately⁵
							KH480 DUBED II Medium mounting bracket adapter (freely fixed)

Photometric Plan



Chris Heinen

From: Bart Olson
Sent: Wednesday, January 06, 2016 2:40 PM
To: Bart Olson
Cc: Gary Golinski; Kathleen Field Orr; Krysti Barksdale-Noble; Chris Heinen
Subject: FW: Call from resident re: Senior Housing Dev

Hello all (elected officials blidcopied),

Please see below for a message from a resident on the GC Housing development, via Alderman Frieders.

Thanks,

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Joel Frieders [mailto:joelfrieders@gmail.com]
Sent: Wednesday, January 06, 2016 2:24 PM
To: Bart Olson
Subject: Call from resident re: Senior Housing Dev

Hello Bart of Great Hair,

I received a pleasant telephone call on the telephone from a Regina Moe at 415 Walnut St who nicely shared her opposition on said telephone to the proposed Senior Housing Development adjacent to her home.

Her and her husband Ben have visited this petitioner's other location in Glendale Heights and while they consider them to be very nice buildings, the location they have chosen to pursue would greatly impact their quality of life. She mentioned that this facility would be less than 30 feet from her home, impacting her access to sunlight, and I think we can all agree living in the shadows is not preferable.

She likened this project to erecting a Hampton Inn 30 feet from her house.

I am passing on this information for all elected officials who might not have received any non-supporting opinions from residents.

Also, this was the nicest resident of 2016.

I wish you all amazing hair.

Joel Robert Frieders, I

Chris Heinen

From: Susan Smerz [REDACTED]
Sent: Wednesday, January 06, 2016 9:53 AM
To: Krysti Barksdale-Noble; Chris Heinen
Subject: Proposed Development On Freemont/Walnut in Yorkville

Dear Ms. Barksdale-Noble and Mr. Heinen,

I am writing on behalf of St. Patrick Catholic Church in Yorkville to provide our view on the proposed development across Walnut street from us. We have met with the developer and his reps on two occasions wherein they provided drawings and information on the building in question. Based upon those meetings, it appears as though the development would serve a current need for affordable housing in our community. It would also allow residents easy access to church and would cut down on their travel time (insert smiley face here). As such, we have no opposition to the development and would welcome it to the Yorkville community.

Regards,

Susan M. Smerz
Business Manager
[REDACTED]

January 4, 2016

United City of Yorkville City Clerk (Beth Warren) ✓
City Hall
800 Game Farm Road
Yorkville, IL 60560

Ward 2 Aldermen (Jacquelyn Milschewski & Larry Kot)

Community Development Director (Krysti Nobel)

Re: Proposed GC Housing Development of the Property Located on the NE Corner of Walnut & Freemont

My name is Barbara Nielsen and I currently reside at 417 Walnut Street, which is one house east of this proposed development. I wish to make known my displeasure at having this complex foisted upon us. I don't believe comprehensive plans established for the community which outline how transitions between properties should be handled ever envisioned what is now being proposed by all these variances. Once you allow this to happen, you are setting a precedent for others to follow.

I am a recent widow and planned on downsizing this year. I have spoken with a local real estate individual to garner their opinion on how this development would affect the market value of my house. It was their opinion that the value might not be affected but the desirability of the property would be and that it will probably take longer to sell my home than the norm.

I could live with townhouses or duplexes, but a 4-storied, 74-unit apartment structure on this block of single family homes just does not compute.

Respectfully,


Barbara Nielsen



Cc: Carlo Colosimo



Chris Funkhouser <funkhouser.ward3@gmail.com>

Walnut St Senior Apartments

1 message

Benjamin H Moe <[REDACTED]>
To: Funkhouser.ward3@gmail.com

Wed, Jan 6, 2016 at 2:37 PM

Chris,

We live at 415 Walnut Street in Yorkville and our home is located to the immediate East of the proposed affordable senior project. We are not in favor of a building that is taller and much larger than the Hampton Inn being built within 50 ft. of our home.

What is planned would create a 61 foot high wall extending from the front of our home 350 feet to the back of our property with 30 balconies looking down at our property. The proposed screening would only screen out the 14' first floor parking garage. Despite the incorrect representations of the developer this building will shade our property 2 ½ to 4 ½ hours every day year round preventing us from ever viewing another sunset from our home. The building will completely block the natural flow of air that keeps our landscaping and gardens healthy. We will completely lose the privacy we enjoy from our outside living area and gardens.

The opinion of the appraiser regarding a 4 story apartment is that it "would create an external obsolescence" of our home, diminish the desirability and value of our property.

We do acknowledge there is a need for this type of senior housing in Yorkville however a project this large should not be located in a low density neighborhood.

We suggest that you visit the almost identical building in Glendale Heights then come take a look at our property to get a feel for the impact that this building would have on us.

We would welcome a call from you if you wish to discuss this further.

Thank you,

Ben and Regina Moe

[REDACTED]

2 attachments



Glenhale Heights 1.jpg
3596K



Glenhale Heights 2.jpg
3879K

Chris Heinen

From: Krysti Barksdale-Noble
Sent: Tuesday, January 19, 2016 2:31 PM
To: Chris Heinen
Subject: FW: E-mail opposed to development

From: Bart Olson
Sent: Tuesday, January 19, 2016 1:53 PM
To: Bart Olson
Cc: Gary Golinski; Kathleen Field Orr; Krysti Barksdale-Noble; Nicole Kathman
Subject: FW: E-mail opposed to development

Hello all (elected officials blindcopied),

Please see below for a letter from a resident opposing the GC Housing project.

Thanks,

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Larry Kot [mailto:kot.ward2@yahoo.com]
Sent: Saturday, January 16, 2016 10:10 AM
To: Bart Olson
Subject: Re: E-mail opposed to development

Yes - thanks

On Friday, January 15, 2016 12:57 PM, Bart Olson <BOlson@yorkville.il.us> wrote:

Would you like me to forward this to the other aldermen?

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us<mailto:bolson@yorkville.il.us>
City of Yorkville 2.0: Facebook<<http://www.facebook.com/cityofyorkville>>,
Twitter<<http://www.twitter.com/#!/cityofyorkville>>, and YouTube<<http://www.youtube.com/yorkvilleil>>

From: Larry Kot [mailto:kot.ward2@yahoo.com]
Sent: Thursday, January 14, 2016 5:30 PM
To: Bart Olson; Jackie Milschewski
Subject: E-mail opposed to development

Please note the e-mail I received opposed to the Anthony's Place project.

[REDACTED]
To
lkot@yorkville.il.us<mailto:lkot@yorkville.il.us>

Jan 13 at 5:27 PM

Dear Larry,

Thanks for being our Alderman for Ward 2 in Yorkville. Nita and I appreciate your work on our behalf. Nita and I have lived in our Longford Lakes Townhome since they were built in 2004.

We have a serious concern for the apartment building that is being proposed for the land that adjoins our common property and private homes near the site this would be built upon. We feel it is out of place so near one and two story homes and townhomes. The developer's request to change the zoning which would allow them to construct a four story building will make living in the neighborhood less desirable and would have a negative impact our property values.

As a former president of the townhome association board, I made personnel contact most of the residents of the Longford Lakes homes. I reached about half that I found at home. All of them expressed a desire to not allow this proposal to be approved. They are not opposed to the idea of senior housing in Yorkville, just feel that this company is trying to put two big of building in two small piece of land and too close to an established neighborhood of smaller homes.

I will comment on one other related item. The association board approved an arrangement with the development company for this project so they can have an access road off Freeman Street across townhome association property. This was done without the consensus of the association members. This act may have be illegal and could be contested in court if necessary. The meeting to approve this was held at 10:00 A.M. on a weekday when most members were working and unable to attend.

Sincerely.

Nita and Hartley Pierson

Chris Heinen

From: Krysti Barksdale-Noble
Sent: Wednesday, January 20, 2016 1:36 PM
To: Chris Heinen
Subject: FW: Dignified Choice

From: Bart Olson
Sent: Wednesday, January 20, 2016 1:32 PM
To: Bart Olson
Cc: Gary Golinski; Kathleen Field Orr; Krysti Barksdale-Noble; Nicole Kathman
Subject: FW: Dignified Choice

Hello all (elected officials blindcopied),

Please see below for an email of support on the GC Housing project.

Thanks,

Bart Olson, ICMA-CM
City Administrator
United City of Yorkville
630-553-8537 direct
630-553-4350 City Hall
630-308-0582 cell
bolson@yorkville.il.us
City of Yorkville 2.0: [Facebook](#), [Twitter](#), and [YouTube](#)

From: Joel Frieders [mailto:joelfrieders@gmail.com]
Sent: Wednesday, January 20, 2016 1:26 PM
To: Bart Olson; Gary Golinski
Subject: Fwd: Dignified Choice

Bart,

I spoke with Dr. Amaal Tokars for a few minutes this afternoon about the Anthony's Place development concept. She voiced her support for the idea and the design and quality of the establishment.

Please share with the rest of the cc

love,
dad

----- Forwarded message -----

From: Amaal Tokars <[REDACTED]>
Date: Wed, Jan 20, 2016 at 12:59 PM
Subject: Dignified Choice
To: Joel Frieders <joelfrieders@gmail.com>

Joel,

It was nice to speak with you today about the new apartment building being proposed in Yorkville. This housing development has come to my attention because we host a regular convening meeting for senior providers and the development was recently presented there. In my brief review of the materials presented, I want convey the non-institutionalized look of this interior and exterior. I understand that this is being developed exclusively for seniors of modest income level and hope that this will be a lovely asset added to our beautiful community. I have not seen the detail on bath design, closet space, or exterior greenery; and know that these are also important features for the sustainability of quality housing. I am happy that you are giving this opportunity serious consideration and hope to hear more about progress made.

Peace, Amaal

Amaal V.E. Tokars

Executive Director/Public Health Administrator

Kendall County Health Department

811 W. John St.

Yorkville, IL 60560

[REDACTED]

[REDACTED]

[REDACTED]

www.KendallHealth.Org

1-17-16

Dear Alderman Kot,

First of all thank you for providing a nice place, the Beecher Center, for our Seniors. Many enjoyable hours are spent there as we have some wonderful classes and activities.

I am writing to you and our City Council members regarding Anthony's Place. I understand the Zoning Board did not approve it. I was disappointed when I heard this because this is not a luxury but a necessity. Affordable housing is greatly needed. Oswego has stepped up to the plate and some of our Seniors have moved there. Please consider this seriously. I am 87 years old and have been an advocate for Seniors all my life. In the 26 years that I have lived here that has still been on the top of my list. Give them a chance to have a place of their own. They have earned the right to be independent and you can make that happen.

A concerned citizen
Rita Murphy

To Yorkville Aldermen,

Thanks for being our alderman. Nita and I appreciate the work you do for us. We take pride in the Yorkville community and in the wonderful things it offers. We both are active in a major church, help with PADS, Hometown Days events, and I am a substitute teacher in the Yorkville School District.

We have a serious concern about the apartment building for seniors being proposed for the land that adjoins our common property and the private homes near the site this would be built upon. This site is across from the Catholic Church along Walnut Street near Freeman Street. The developer's proposal is for a four story building containing 75 apartments. We feel this building is out of place near one and two story homes and townhomes. It would also fill that property so it would have to be close as allowed to the property boundaries.

The Zoning Board and the Planning Commission have both voted against changing the zoning for this land to allow this project.

As a former president of the Longford Lakes Condominium Homeowners Association Board, I made personal calls on most of the residents of the Townhomes talking with about half of them which I found at home. All of them expressed a desire not to allow this proposal to be approved. They are not opposed to having senior housing in Yorkville, just feel that this company is trying to put too big of building in too small piece of land and too close to an established neighborhood of smaller homes.

I will comment on one other related item. The current association board approved an arrangement with the developer for this project so they can have an access road off Freeman St. across association property. This was done without the consent of the association members. They held a meeting to discuss this on a weekday at 10:00 in the morning when most people were at work and unable to attend. The board president has come out in favor of the project, but he does not represent the feelings of the association members nor does he currently live in the Townhome development. He owns a unit here, but he does not live in it.

Sincerely,

Nita and Hartley Pierson
422 Landmark Ave.
Yorkville, IL 60560
Email: [REDACTED]
Ph: [REDACTED]

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLAN COMMISSION
PC 2015-16

NOTICE IS HEREWITH GIVEN THAT GC Housing Development LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning approval from R-1, Single-Family Suburban Residence District to R-4, General Multi-Family Residence District. The real property is located near the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, 468.0 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

The application materials for the proposed Rezoning are on file with the City Clerk.

NOTICE IS HEREWITH GIVEN THAT the Plan Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, January 13, 2016 at 7 p.m. at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville City Clerk, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
ZONING BOARD OF APPEALS
ZBA 2015-06

NOTICE IS HEREWITH GIVEN THAT GC Housing Development LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting to vary the maximum dwelling units per acre, Section 10-7-1 of the United City of Yorkville Zoning Ordinance, to permit the development of a senior independent living facility with a density of twenty four (24) dwelling units per acre which exceeds the maximum permitted density of eight (8) dwelling units per acre in the R-4, General Multi-Family Residence District. The real property is located near the northeast corner of Walnut Street and Freemont Street in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GUTHRIE SUBDIVISION; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF WALNUT STREET, 330.0 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, 468.0 FEET; THENCE NORTH 82 DEGREES 35 MINUTES 00 SECONDS WEST, 77.08 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 533.31 FEET, AN ARC DISTANCE OF 263.51 FEET; THENCE SOUTH 07 DEGREES 25 MINUTES 00 SECONDS WEST, 404.21 FEET TO SAID CENTERLINE; THENCE SOUTH 82 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE, 330.0 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

The application materials for the proposed Variance are on file with the City Clerk.

NOTICE IS HEREWITH GIVEN THAT the Zoning Board of Appeals for the United City of Yorkville will conduct a public hearing on said application on Wednesday, January 6, 2016 at 7 p.m. at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville City Clerk, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



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

Agenda Item Number

Plan Commission #2

Tracking Number

PC 2015-17

Agenda Item Summary Memo

Title: County Case 15-17 (9923 Walker Road)

Meeting and Date: CC/January 26, 2016

Synopsis: One and a half mile review for a special use for a landscape business.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: None.

Council Action Requested: None. Informational only.

Submitted by: Chris Heinen

Community Development

Name

Department

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Chris Heinen, Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: January 21, 2016
Subject: **Kendall County Case #15-17 – Kevin Calder – 9923 Walker Road**

Staff Recommendation Summary:

Staff has reviewed the memorandum from Kendall County Planning and Zoning and the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville allowing us the opportunity to review and provide comments to Kendall County. The petition is a request for an A-1 Special Use to allow the operation of a landscape business with five employees. The property is located at 9923 Walker Road in Kendall Township. No new structures are proposed on the property.

The current 2008 Yorkville Comprehensive Plan designation for this property is Suburban Neighborhood and Parks/Open Space. The property is fairly far from being developed within the City of Yorkville and the Comprehensive Plan is currently being updated. Staff has no issues with the proposed special use as it relates to the current comprehensive plan.

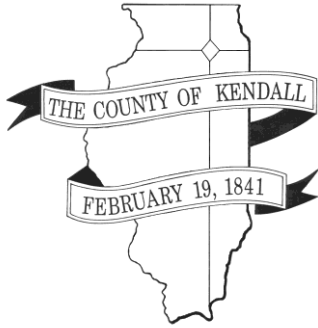
This item was delivered to the City on November 16, 2015. This item was heard at the December 1, 2015 Kendall County Zoning, Platting & Advisory Committee (ZPAC) meeting at the County Office Building and was unanimously approved. The petition will next be heard at the January 27th Plan Commission meeting for the County. It is then scheduled for a public hearing at the Zoning Board of Appeals meeting at the County on February 1, 2016 and then to the full County Board on February 16, 2016. This will next be heard at City Council meeting on January 26, 2016.

Plan Commission Recommendation:

This item was discussed at the January 13, 2016 Plan Commission meeting and no comments were generated by the commission members. Staff will be available to answer any questions the City Council may have regarding the County Petition.

Attachments:

1. Kendall County Planning and Zoning Memo with Attachments.



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To:

WBK –Greg Chismark
Highway Department- Fran Klaas
Kendall County Forest Preserve- David Guritz
Kendall County Health Department- Aaron Rybski
Bristol-Kendall Fire Protection District-Mike Torrence
GIS Mapping Department- Chris Balog
Building Department- Brian Holdiman
United City of Yorkville – Krysti Barksdale-Noble
Soil & Water Conservation District- Megan Andrews
Police Department/ Sheriff's Office- Mike Peters
Kendall Township- Kenneth Walker
Kendall Township - Dave Matlock
Kendall Township Road Commissioner- Doug Westphal
PBZ Chair- Scott Gryder
File

From: Kendall County Planning, Building & Zoning Department

Date: November 13, 2015

Re: Petition #15-17 – Kevin Calder

Request for an A-1 Special Use to allow the operation of a landscape business with five employees. The property is located at 9923 Walker Road in Kendall Township. No new structures are proposed on the property.

Please send comments by November 30, 2015 to:

Kendall County
Planning, Building & Zoning Department
Attn: John Sterrett

111 West Fox Street, Room 203

Yorkville, IL 60560

-or-

jsterrett@co.kendall.il.us

ZPAC meeting to be held on December 1, 2015 at 9:00am at the County Office Building

Petition 15-17 – Kevin Calder – A-1 Special Use (Landscaping Business)
9923 Walker Road, Kendall Township
North side of Walker Road, 0.4 Miles west of Route 47
5 Acres, Zoned A-1 (Agricultural)



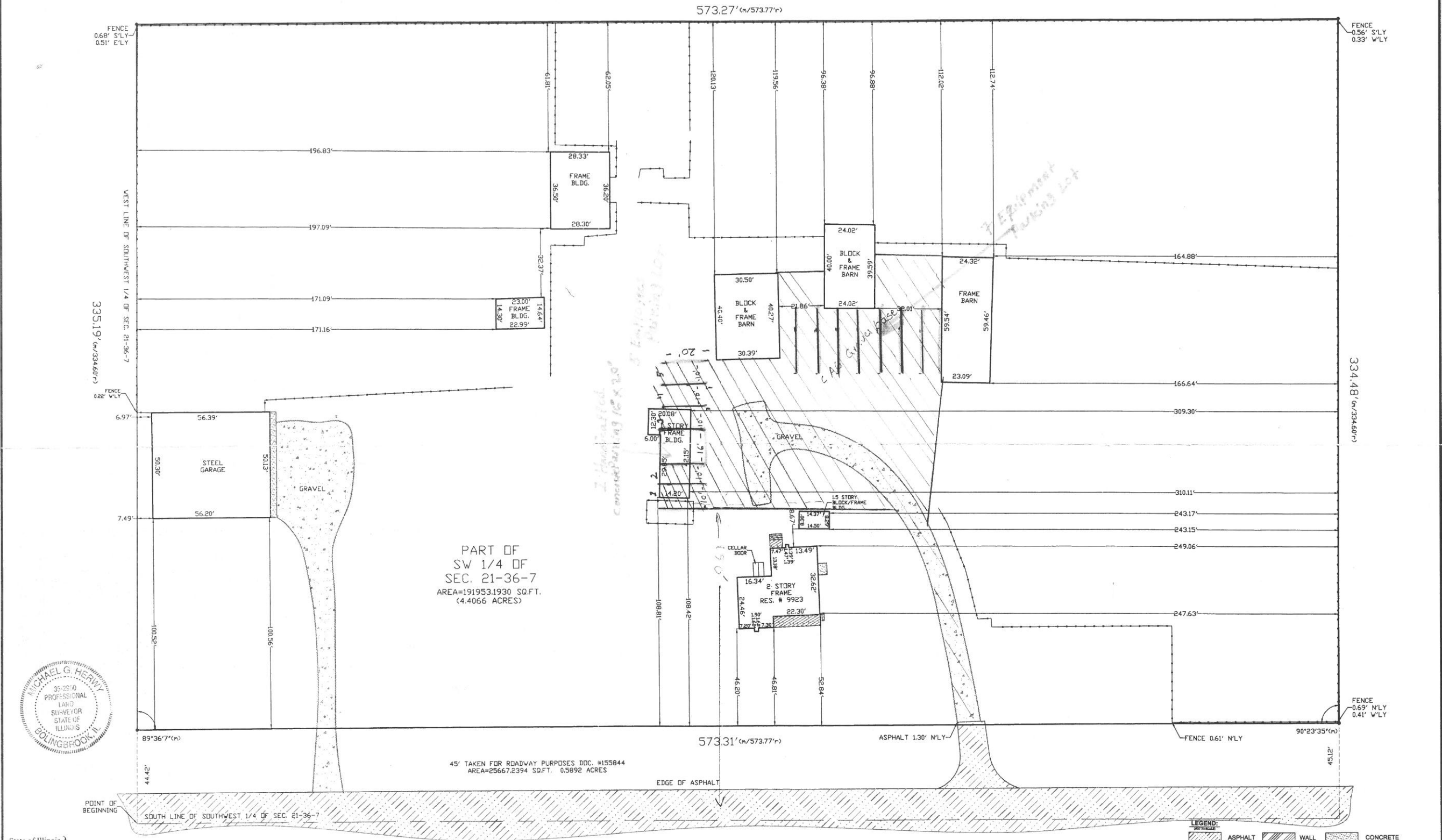


Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 379.6 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER 573.77 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER 379.60 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 41 MINUTES 51 SECONDS WEST 573.77 FEET TO THE POINT OF BEGINNING; IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



State of Illinois }
County of Will }

I, Michael G. Hervey, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 2nd day of JANUARY, A.D., 2015, at Bolingbrook, IL.

FIELDWORK DATE: DECEMBER 31, 2014

Michael G. Hervey
Illinois Professional Land Surveyor No. 35-002900
License Expires: November 30, 2016

CLIENT: CALDER

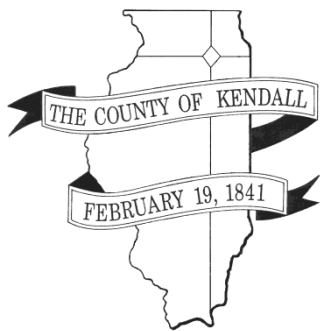
JOB NO.: 75006-14

NOTES:
1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
2. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.10 FEET OR MORE.
5. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

WALKER ROAD

STANDARD OIL CO. EASEMENT
SEE D.C. RECORDED NOV. 12, 1946
IN BOOK 102 PAGE 316 FOR PARTICULARS.

LEGEND:
ASPHALT WALL CONCRETE
WOOD/PVC BRICK ENCLOSED/COVERED
SET IRON PIPE + CROSS
PIPE REBAR/ROD + NOTCH
PIPE PK NAILS AS NOTCH
CHAIN LINK FENCE
WOOD FENCE
ALL OTHER FENCE TYPES
ABBREVIATIONS:
A = ARC LENGTH NLY = NORTHERLY
R = RADIUS SLY = SOUTHERLY
CH = CHORD LENGTH ELY = EASTERLY
(V) = RECORD VALUE WLY = WESTERLY
(M) = MEASURED VALUE TYP = TYPICAL
B.S.L. = BUILDING SETBACK LINE
P.U.E. = PUBLIC UTILITY EASEMENT
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
SCALE 1" = 30'



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition #15-17

Kevin Calder

A-1 Special Use

SITE INFORMATION

PETITIONERS Kevin Calder

LOCATION North side of Walker Road, approximately ½ mile west of IL Route 47



TOWNSHIP Kendall Township

PARCEL # 05-21-300-002

SIZE 5.00 Acres

EXISTING LAND USE Single Family Residential

ZONING A-1 Agricultural

LRMP

Land Use	Planned Rural Residential (Max. density 0.65 du/acre); Yorkville: Park/Open Space
Roads	Walker Road is a major collector roadway and a County road
Trails	A proposed trail on the north side of Walker Road
Floodplain/Wetlands	None

REQUESTED ACTION Approval of an A-1 Special Use Permit to operate a landscaping business with outdoor storage of vehicles and equipment.

APPLICABLE REGULATIONS §7.01.D.27 (A-1 Agricultural Special Uses- Landscape Business)
§11.01 (Parking Regulations)
§13.08 (Special Uses)

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	LRMP	Zoning within ½ Mile
North	Agricultural	A-1	Planned Rural Residential	A-1
South	Agricultural	A-1	Planned Rural Estate Residential	A-1
East	Agricultural	A-1	Planned Rural Residential	A-1; B-3
West	Agricultural	A-1	Planned Rural Residential	A-1; A-1 SU

PHYSICAL DATA

ENDANGERED SPECIES REPORT None Received – Required prior to KCRPC

NATURAL RESOURCES INVENTORY None Received – Required prior to KCRPC

ACTION SUMMARY

TOWNSHIP (Kendall) No comments received

MUNICIPALITY (Yorkville) No comments received

REQUESTED ACTION

GENERAL The owner of the subject property, Kevin Calder, is leasing the property to Hardscape Group Landscaping, Inc. (HGL) Services provided by HGL include weekly lawn care, spring cleanup of debris prior to mowing, fall clean up of fallen leaves including disposal, plant bed mulching and landscape trimming, and annual turf control. No new structures are proposed on the subject property. The petitioner has recently added approximately 14,000 square feet of CA6 gravel for parking and storage of vehicles and equipment.



EMPLOYEES HGL has six employees, including the business owner, Clemente Garcia.

HOURS OF OPERATION The hours of operation are from 7:00am to 5:00pm Monday through Friday.

PARKING The petitioners comply with the required parking ratio of one (1) parking space per employee in addition to one (1) parking space per vehicle used in the conduct of the business by providing a total of six (6) parking stalls for employees, including one (1) ADA accessible stall, and seven (7) parking stalls for vehicles and equipment. The parking area meets the required front, side, and rear yard setbacks. No retail is offered at the site and no public will be accessing the site.

Employee owned vehicles and vehicles associated with the landscape operation will be parked on an existing CA6 gravel surface recently added by the petitioners. The parking stall designated as ADA accessible will be located on an existing hard surface. Staff is of the opinion that the existing CA6 gravel surface will be sufficient for the amount of traffic generated from the operation.

STORAGE Section 7.01.D.27 of the County's Zoning Ordinance requires all vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure unless otherwise permitted under the terms of this Special Use Permit.

HGL intends to store the vehicles and equipment associated with the business outdoors approximately 200'+ from the centerline of Walker Road. Existing trees toward the front of the property and around the perimeter of the parking area screen portions of the storage and parking area.

WASTE HGL has indicated that landscape waste generated off-site is disposed of at Fox Ridge Stone Company off of IL Route 71.

SINGLE FAMILY HOME One of the employees of HGL currently resides on the property in the single-family dwelling unit.

Roadway Access/R.O.W. Section 7.01.D.27 of the County's Zoning Ordinance requires the business to be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs. The property has access onto Walker Road. Walker Road, a County collector road, is able to accommodate 73,280lbs. A 45' R.O.W. exists on the north side of Walker Road. If additional R.O.W. is required to be dedicated, staff recommends this dedication be placed as a condition on the approving ordinance.

SIGNAGE No signage is proposed.

RECOMMENDATION Staff recommends approval of the request for an A-1 Special Use to operate a landscape business. Staff further recommends the following conditions be placed on the special use, if approved:

1. No landscape waste generated off site may be burned at the subject property
2. Dedication of any additional R.O.W. determined to be required
3. No retail sales shall be permitted on the property

ATTACHMENTS

1. Business Narrative
2. Plat of Survey/Site Plan

ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
December 1, 2015 – Meeting Minutes

Senior Planner John Sterrett called the meeting to order at 9:00 a.m.

Present:

Scott Gryder – PBZ Member
Fran Klaas – County Highway Department
Brian Holdiman- Building Inspector
Mike Peters – Sheriff's Office
Aaron Rybski – Health Department

Absent:

David Guritz- Forest Preserve
Megan Andrews – Soil & Water Conservation District
Greg Chismark – Wills Burke Kelsey

Audience: Clemente Garcia, Hardscape Group Landscaping, Inc.

AGENDA

A motion was made by Scott Gryder, seconded by Fran Klaas to approve the agenda as written. With a voice vote of all ayes the motion carried.

MINUTES

Scott Gryder made a motion, seconded by Fran Klaas, to approve the August 4, 2015 meeting minutes as written. With a voice vote of all ayes the motion carried.

PETITIONS

#15-17 – Kevin Calder

John Sterrett summarized the zoning request, which is a request for an A-1 Special Use to operate a landscaping business at 9923 Walker Road in Kendall Township. The business, Hardscape Group Landscaping, Inc., will have six employees with one of the employees living in the house on site. The property has access to a county highway as identified on the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280lbs. The applicant has indicated that most of the trucks and equipment associated with the landscape operation will be kept outdoors. There is, however, some existing landscaping along the perimeter of the property that provides some screening from the roadway and adjacent properties. Clemente Garcia, owner of Hardscape Group Landscaping, Inc., has indicated that they are going to be adding additional evergreen species to the front of the property to provide further screening. The petitioner has submitted a waste disposal plan to address landscape waste. The waste will be delivered directly to Fox Stone Company. Staff recommends that this waste disposal plan be incorporated into the controlling special use as a condition. Staff recommends that additional conditions be placed on the controlling special use including no landscape waste generated from off-site be permitted to be burned at the subject property and no retail sales shall take place on the property.

Fran Klaas recommended that the County's zoning ordinance, with respect to landscape operations, be modified to require landscape businesses to be located on county highways able to accommodate loads of at least 80,000lbs. Mr. Klaas explained that in 2010 as part of the Illinois Highway Capital Bill all state and local roadways are now 80,000lbs roadways, unless otherwise posted. The text should be updated for consistency. Mr. Klaas noted that no additional right-of-way for Walker Road will be sought from the subject property. Mr. Klaas also stated that the two existing access points on to Walker Road are grandfathered in and that no new

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access points are proposed for the property.

Aaron Rybski commented that a septic evaluation to the existing septic system should be conducted to ensure that the addition of six employees will not have an impact on the existing system. Gravel had previously been added to the site and a septic evaluation will assist in determining if the new gravel is impacting the system. An assessment of the septic system and a soil analysis is needed to verify the system will not be impacted negatively.

Mr. Garcia stated that while an existing employee lives in the house, the intention is to convert the structure to an office space with the resident moving out in the next year. Brian Holdiman recommended that a condition be placed on the ordinance that a change of occupancy permit be secured when the conversion from a single family dwelling to an office occurs. Mr. Garcia described the existing accessory structures and explained they will only be used for storage and not for any employee workspace. Mr. Holdiman recommended a condition be placed on the ordinance limiting these structures to storage only.

Mr. Gryder made a motion, seconded by Mr. Klaas, to forward the petition onto the Regional Plan Commission. With a voice vote of all ayes, the motion carried. Mr. Sterrett stated that the petition will move onto the January Regional Plan Commission meeting followed by the February Special Use Hearing officer.

PUBLIC COMMENT- There were no comments.

OLD BUSINESS/NEW BUSINESS

15-11 – Rhonda Miller/Strong Tower of Refuge Ministries – Mr. Sterrett noted that this petition was approved at the August County Board meeting.

15-12 – Dan Koukol – Mr. Sterrett noted that this petition was approved at the August County Board meeting.

15-13 Gary Kritzberg – Mr. Sterrett noted that this petition was approved at the August Zoning Board of Appeals Hearing.

15-15 Peter and Mary Bielby – Mr. Sterrett noted that this was part of a future special use petition involving a variance to the setback for a propose kennel on Fox River Drive. The variance request received approval from the Zoning Board of Appeals in November and the special use application will be submitted prior to the next ZPAC meeting.

AJOURNMENT- Next meeting on January 5th, 2015

With no further business to discuss Scott Gryder made a motion, seconded by Fran Klaas to adjourn the meeting at 9:19 a.m. With a voice vote of all ayes, the motion carried.

Submitted by,
John H. Sterrett
Senior Planner